Tuesday, August 26, 2025, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

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1. Meeting Commencement

1.A. Pledge of Allegiance

1.B. Review and Approval of Agenda

2. Petitions and Communications

2.A. Proclamation Declaring September 2025 as National Suicide Prevention Month

2.B. Proclamation Declaring September 2025 as Workforce Development Month

2.C. Proclamation Declaring September 2025 as Caseworker Appreciation Week

3. Councilmember Reports

4. Public Comment

5. Reports

5.A. Semi-Annual Performance and Internal Audit Update

5.B. Broomfield Housing Programs Update

5.C. Broomfield Housing Alliance Annual Update 2025

6. Consent Items

6.A. Minutes for Approval

6.B. Proposed Resolution to Approve Intergovernmental Agreement for Coordinated Election

— Resolution 2025-132 authorizing an Intergovernmental Agreement for Election Services with the Adams 12 Five Star Schools, Aims Community College, Boulder Valley School District RE-2, School District 27J, Jeffco Public Schools, St. Vrain Valley School District RE-1J, and Weld County School District RE-8

6.C. Redpoint Ridge Park Renovation Construction Agreement

— Resolution No. 2025-128 approving a construction agreement with Environmental Logistics, Inc. for the construction of Redpoint Ridge Park Landscape Renovation.

6.D. Ordinance Approving an Investment Agreement with Raven Space Systems, Inc. - First Reading

— Ordinance No. 2274 approving an Investment Agreement with Raven Space Systems, Inc. - 1st Reading

7. Action Items

7.A. Comprehensive Plan Contract Phase 2 Project Launch Contract Approval

— Resolution 2025-112 approving the Consulting Agreement with Olsson, Inc. for Consulting Services for Phase 2 Comprehensive Plan and Transportation Mobility Plan Major Update

7.B. Resolution on Participation in the Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment

— Resolution 2025-114 approving Broomfield's participation in the Denver Regional Council of Governments (DRCOG)-led Regional Housing Needs Assessment

7.C. Public Hearing Ordinance Approving Civil Enforcement in Municipal Court -Second Reading

— Ordinance No. 2271 approving Civil Enforcement in Municipal Court

7.D. Ordinance Transferring Licensing Responsibilities for All Trash Hauler Licenses from the City Council to the Clerk's Office - First Reading

— Ordinance No. 2272 transferring trash hauler licensing to the City and County Clerk’s Office

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

The City and County of Broomfield operates without regard to race, color, national origin, ethnicity, citizenship, immigration status, gender, age, sex, sexual orientation, gender identity, gender expression, marital status, source of income, military status, or disability in all programs and activities.

Individuals with disabilities requiring accommodation or persons needing a language interpreter must submit such a request to the City Clerk no later than noon on Thursday prior to the scheduled Council meeting to allow adequate time to make arrangements. Please call 303.438.6332 or TDD 303.465.5411 or write cityclerk@broomfield.org to make your request.

During the meeting, individuals can click the “CC” button on Live Council meeting video feeds to view closed captioning. Auxiliary hearing aid equipment can be requested on the night of the meeting with our AV team located at the back of the Council Chambers.

Date Posted: August 27, 2025

City and County of Broomfield

City Council Regular Meeting

A. Proclamation Declaring September 2025 as National Suicide Prevention Month

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Petitions and Communications Item: 2A.

Presented By
Jason Vahling

Community Goals

Overview

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Broomfield residents have consistently identified mental health as their top health concern, both in 2019 and again in 2024.

Suicide is a serious public health problem that can have long-lasting effects on individuals, families, and communities. The good news is that suicide is preventable. Preventing suicide requires strategies at all levels of society. This includes prevention and protective strategies for individuals, families, and communities. Everyone can help prevent suicide by learning the warning signs, promoting prevention and resilience, and committing to social change.

This item will proclaim September as Suicide Prevention Month in Broomfield.

Attachments

2025 Suicide Prevention Memo.pdf
2025 Suicide Prevention Proclamation.pdf

Suicide Prevention Month
Prepared By: Kelsey Warren, Sarah Mauch, Jason Vahling

Summary

View Correspondence
View Presentation

Broomfield residents have consistently identified **mental health** as their top health concern, both in 2019 and again in 2024. This critical feedback directly led to behavioral health being a top priority in the Broomfield Community Health Improvement Plan (CHIP).

Suicide is a serious public health problem that can have long-lasting effects on individuals, families, and communities. The good news is that suicide is preventable. Preventing suicide requires strategies at all levels of society. This includes prevention and protective strategies for individuals, families, and communities. Everyone can help prevent suicide by learning the warning signs, promoting prevention and resilience, and committing to social change.

While the nation has unfortunately seen a rise in suicide fatalities in recent years, Colorado stands out as one of the few states to achieve a slight reduction in its annual suicide fatality rate. This positive trend is happening in Broomfield too. The total number of deaths by suicide in Broomfield decreased from a high of 17 in 2021 to 7 in 2024. Additionally, the hospital encounter rate related to suicide, at 132.6 per 100,000 in 2024, remains stable and below the state average of 178.4 per 100,000. Over 50% of suicide deaths are completed using a firearm.

Broomfield Public Health and Environment (BPHE) is dedicated to preventing suicide through a multi-faceted approach:

- **Data-Driven Strategies:** Continuously monitor suicide rates and trends to implement the most effective, evidence-based interventions.
- **Youth Resilience:** Support the Communities That Care program that promotes protective factors and reduces risk factors among youth.
- **Public Awareness & Access:** Run impactful mental health media campaigns to reduce stigma and increase access to care. This September, BPHE will launch a campaign specifically promoting the **988 Colorado Mental Health Line**. BPHE also maintains a comprehensive online mental health resources webpage for the community.
- **Strong Partnerships:** Collaborate closely with schools, businesses, hospitals, and nonprofits on suicide prevention strategies. The Community Initiated Care program provides free trainings like Question Persuade and Refer (QPR) to empower community members with vital mental health awareness and resources.
- **Equity Focus:** Recognizing that certain groups, such as LGBTQ+ youth and veterans, are at higher risk, BPHE funds Health Ambassadors to provide health education resources to those most in need within the community.

BPHE extends its sincere gratitude to the many organizations dedicated to suicide prevention in Broomfield:

- **The Hope Institute of Boulder and Rise Against Suicide:** Provides critical outpatient suicide treatment for Broomfield youth.
- **988 Colorado Mental Health Line:** Offers free, immediate, and confidential mental health support 24/7.
- **Sources of Strength:** Is a nationally recognized suicide prevention program implemented in Legacy and Broomfield High Schools.
- **Day of Empowerment:** A community-organized event that powerfully raised suicide awareness through art, conversation, and resources.
- **Area Hospitals:** Who promote safe firearm storage and participate in the Zero Suicide initiative.

- **First Responders:** Special recognition goes to the **Broomfield Police Department (including BCORE co-responders) and North Metro Fire Department** for their courageous efforts as primary responders to suicide attempts and crises.
- Local agencies: many nonprofits and businesses host mental health trainings and share mental health resources in an effort to support the well being of their staff and the community at large.

This September, BPHE is partnering with Boulder County Public Health to run a local media campaign to promote the 988 Colorado Mental Health Line. Community members can call, chat, or text 988 to receive mental health support from a trained professional. 988 is available 24/7 and is free and confidential, and you do not need to be in crisis to call. Community members are encouraged to use this resource for themselves or someone they love to support their mental health.

Mayor Castriotta's proclamation, declaring September as Suicide Prevention Month in Broomfield, is attached as Attachment 1.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

Board of Health Approval of Community Health Improvement Plan November 7, 2024

Proposed Actions / Recommendations

N/A

Alternatives

N/A

Proclamation

PROCLAMATION DECLARING SEPTEMBER 2025 AS
SUICIDE PREVENTION MONTH

WHEREAS, *mental health was the top health concern identified by Broomfield residents in 2019 and again in 2024; and*

WHEREAS, *local and state data sources demonstrate suicide deaths in Broomfield are starting to decrease, reinforcing the need to continue to invest in prevention efforts in order to sustain this downward trend; and*

WHEREAS, *Broomfield Public Health and Environment leads population level programs and strategies to prevent suicides including data surveillance, youth risk and protective factors, public education, partnerships, promoting equitable access to support; and*

WHEREAS, *many partners in Broomfield address suicide prevention including mental health providers, school groups, first responders, local nonprofits, and area hospitals; and*

WHEREAS, *the state of Colorado's 988 Mental Health Line is a free and immediate phone number anyone can contact for mental health support 24/7. Broomfielders are encouraged to use 988 for themselves or someone they care about, and can learn more at 988Colorado.com.*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim September 2025, as:

SUICIDE PREVENTION MONTH IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 26th day of August 2025.

_____

Guyleen Castriotta
Mayor

B. Proclamation Declaring September 2025 as Workforce Development Month

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Petitions and Communications Item: 2B.

Presented By
Lisana Muñoz, Director of Human Services

Community Goals
☑ Thriving, Diverse, Safe and Welcoming Community

Overview

The City and County of Broomfield understands the importance of investing in its residents' skills, knowledge, education, and confidence to meet the evolving needs and demands of local businesses and industries. Workforce services and development initiatives provide career services, education, work-based learning, and other upskilling pathways that are key to preparing Broomfielders for the future of work. Through a wide variety of no-cost services and supports, the team at the Broomfield Workforce Center ensure that all have access to opportunities to secure meaningful employment, advance their careers, and achieve economic self-sufficiency.

Attachments

Memo for Workforce Development Month 2025.pdf

Workforce Development Month Proclamation 2025.pdf

Workforce Development Month Proclamation 2025
Celia Hardin

Summary

View Correspondence

The world of work continues to evolve rapidly. A skilled and adaptable workforce is the cornerstone of a thriving economy, vibrant community, and fundamental for Broomfield's economic prosperity, and overall success.

The City and County of Broomfield understands the importance of investing in its residents' skills, knowledge, education, and confidence to meet the evolving needs and demands of local businesses and industries.

Workforce services and development initiatives provide career services, education, work-based learning, and other upskilling pathways that are key to preparing Broomfielders for the future of work. Through a wide variety of no-cost services and supports, the team at the Broomfield Workforce Center ensure that all have access to opportunities to secure meaningful employment, advance their careers, and achieve economic self-sufficiency.

Broomfield's employers continue to need support to recruit and retain talent, create quality jobs and ensure businesses are able to fully operate and optimize operations, they too benefit by partnering with their local Workforce Center, to grow their talent pipeline.

Collaboration among businesses, government agencies, and community organizations is vital to creating a comprehensive workforce development ecosystem; and

Celebrating Workforce Development Month provides an opportunity to raise awareness about the value of workforce development, recognize the dedication of Workforce professionals, and encourage a greater participation in available programs and resources.

Financial Considerations

N/A

Prior Council or Other Entity Actions

Workforce Development Proclamation 2024

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A

Proclamation

PROCLAMATION DECLARING SEPTEMBER 2025 AS WORKFORCE DEVELOPMENT MONTH

WHEREAS, the world of work continues to evolve rapidly. A skilled and adaptable workforce is the cornerstone of a thriving economy, vibrant community, and fundamental for Broomfield's economic prosperity, and overall success; and

WHEREAS, the City and County of Broomfield understands the importance of investing in its residents' skills, knowledge, education, and confidence to meet the evolving needs and demands of local businesses and industries; and

WHEREAS, workforce services and development initiatives provide career services, education, work-based learning, and other upskilling pathways that are key to preparing Broomfielders for the future of work. Through a wide variety of no-cost services and supports, the team at the Broomfield Workforce Center ensure that all have access to opportunities to secure meaningful employment, advance their careers, and achieve economic self-sufficiency; and

WHEREAS, Broomfield's employers continue to need support to recruit and retain talent, create quality jobs and ensure businesses are able to fully operate and optimize operations, they too benefit by partnering with their local Workforce Center, to grow their talent pipeline; and

WHERAS, collaboration among businesses, government agencies, and community organizations is vital to creating a comprehensive workforce development ecosystem; and

WHEREAS, celebrating Workforce Development Month provides an opportunity to raise awareness about the value of workforce development, recognize the dedication of Workforce professionals, and encourage a greater participation in available programs and resources.

I invite all residents, businesses, and community organizations to use this month to acknowledge the significance of workforce development, and to support efforts that enhance the skills and opportunities of our local workforce, leading to a prosperous future for all of Broomfield.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim September 2025 as:

WORKFORCE DEVELOPMENT MONTH IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 26th day of August 2025.

_____

Guyleen Castriotta
Mayor

City and County of Broomfield

City Council Regular Meeting

C. Proclamation Declaring September 2025 as Caseworker Appreciation Week

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Petitions and Communications Item: 2C.

Presented By
Lisana Muñoz, Director of Human Services

Community Goals
☑ Thriving, Diverse, Safe and Welcoming Community

Overview

View Presentation

Caseworker Appreciation Week is recognizing and celebrating the exceptional work of our Broomfield child welfare and adult protection caseworkers. These professionals play a vital role in the lives of children, youth, adults and families by providing essential services, support, and advocacy during times of great need. Casework in child welfare and adult protection is often complex and emotionally demanding. Yet, our caseworkers consistently demonstrate compassion, dedication, and professionalism in every interaction. They are often the quiet force behind safety, stability, and healing in some of the most difficult circumstances. Caseworkers are the critical link between vulnerable individuals and the services that can change lives. Their work often goes unseen, but its impact is profound. This month, and every month, we extend our heartfelt thanks and appreciation to our child welfare caseworkers for their extraordinary service.

Attachments

Memo for Caseworker Appreciation Week 2025.pdf

Caseworker Appreciation Week Proclamation 2025 (1).pdf

Caseworker Appreciation Week
Prepared By: Tiffany Ramos

Summary

View Correspondence

As we observe Caseworker Appreciation Week, this proclamation recognizes and celebrates the exceptional work of our Broomfield child welfare and adult protection caseworkers. These professionals play a vital role in the lives of children, youth, adults and families by providing essential services, support, and advocacy during times of great need.

Casework in child welfare and adult protection is often complex and emotionally demanding. Yet, Broomfield's caseworkers consistently demonstrate compassion, dedication, and professionalism in every interaction. They are often the quiet force behind safety, stability, and healing in some of the most difficult circumstances.

Broomfield's child welfare and adult protection team is leading the way in innovation and the use of cutting-edge practices. Recent advancements and program expansions include:

- **Kinship Navigation**: Enhancing support for relative caregivers and strengthening family connections.
- **Fostering Success Voucher Program**: Providing critical housing stability for youth transitioning out of foster care.
- **Family First Prevention Services Grant**: Addressing basic family needs and helping to keep children safely at home.
- **Prevention Services**: Offering upstream support to families before crises arise, reflecting our commitment to early intervention.
- **Adult Protection Outreach and Prevention**: Proactively engaging at-risk adults through education, resources, and community partnerships.

These initiatives reflect our department's commitment to holistic, family-centered care and our focus on keeping families safely together whenever possible.

Caseworkers are the critical link between vulnerable individuals and the services that can change lives. Their work often goes unseen, but its impact is profound. The **Caseworker Appreciation Proclamation** formally recognizes and honors the dedication, hard work, and critical role of caseworkers in supporting vulnerable individuals and families. It acknowledges their contributions to child welfare, social services, and community well-being, and helps raise public awareness about the challenges they face and the importance of their work.

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A

Proclamation

PROCLAMATION DECLARING SEPTEMBER 11, 2025 AS
Caseworker Appreciation Week

WHEREAS, *caseworkers in Broomfield's child welfare and adult protection system play a vital role in our community by providing essential services, support, and advocacy to children, youth, adults and families in need; and*

WHEREAS, *their work is often challenging and emotionally demanding, yet they approach it with unwavering compassion, dedication, and professionalism, demonstrating the highest commitment to public service; and*

WHEREAS, *Broomfield caseworkers are at the forefront of innovation and cutting-edge practices in child welfare, leading the way in implementing holistic, family-centered approaches that promote safety, stability, and long-term well-being; and*

WHEREAS, *these professionals have expanded vital programs including Kinship Navigation to strengthen connections and placement options for children with relatives and loved ones; the Fostering Success Voucher program to support youth transitioning out of foster care with access to housing and stability; and the Family First Prevention Services grant, which helps meet the basic needs of families and keep children safely with their caregivers; and*

WHEREAS, *Broomfield child welfare and adult protection has also prioritized prevention and early intervention through enhanced adult protection outreach, robust community education, and innovative prevention services designed to meet families upstream—before crises occur; and*

WHEREAS, *caseworkers serve as a critical link between vulnerable populations and the resources necessary for health, dignity, and opportunity, often working long hours under complex and difficult circumstances to uphold justice, equity, and family unity; and*

WHEREAS, *Caseworker Appreciation Month provides a meaningful opportunity to recognize, honor, and celebrate the invaluable contributions of Broomfield's child welfare professionals, whose tireless efforts make our community stronger, safer, and more compassionate;*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield thank these extraordinary professionals whose work brings hope and healing to so many and do hereby declare and proclaim September 11, 2025 as:

CASEWORKER APPRECIATION WEEK IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 26th day of August 2025.

_____
Guyleen Castriotta
Mayor

City and County of Broomfield

City Council Regular Meeting

A. Semi-Annual Performance and Internal Audit Update

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Reports Item: 5A.

Presented By
Bernie Block

Community Goals
☑ Financial Sustainability and Resilience ☑ Thriving, Diverse, Safe and Welcoming Community ☑ Organizational Health

Overview

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The Performance and Internal Audit (PIA) Department seeks questions / comments from City Council regarding the activities described in the accompanying City Council memo, which provides an overview of PIA activities since the last City Council update in February 2025. These activities generally include a combination of performance audits, special projects/reviews, business process improvement projects, consultation, audit follow-ups, professional development, and other assignments.

Attachments

Semi-Annual Performance and Internal Audit Update Council Memo .pdf
Attachments 1 & 2 for PIA Semi-Annual Update 8-26-2025.pdf

Memo for the Semi-Annual Performance and Internal Audit Update
Prepared By: Bernie Block

Summary

View Correspondence
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The Performance and Internal Audit (PIA) Department seeks questions/comments from City Council regarding the activities described below. City Council previously requested semi-annual updates on PIA activities. In December 2024, an annual organizational risk assessment was completed, then based in part on the assessment, the potential future audit projects list was updated and priority ranked. The resulting **2025 *Annual Project Plan*** (**Attachment 1**), which reflects the scope and objectives of projects, has been updated based on new information and the changing needs of the organization. Since the last City Council update in February 2025, work has been conducted on the activities described below.

Performance Audits provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. These audits are performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and generally focus on program effectiveness and results, internal controls, compliance, and prospective analysis. The **PIA Status Updates Listing** (**Attachment 2**) provides a summary of all performance audit findings, recommendations, and the status for issued audits with open and recently implemented items. Performance Audits completed or in progress since the last update include: Overtime Expense (issued April 2025), Cybersecurity (completed July 2025), Payroll Verification (in-progress), and Grants Administration and Compliance (in-progress) .

Special Projects/Reviews are unscheduled, narrowly focused reviews on a specific topic requested by the City and County Manager's Office. Due to the limited, narrow focus of these activities, the projects are not conducted in accordance with GAGAS. No Special Reviews have been conducted since the last update.

Business Process Improvement (BPI) projects focus on operational efficiencies by working directly with process owners to eliminate waste and improve workflows throughout the City and County of Broomfield (CCOB). The structure of BPI projects vary depending on the goals and objectives of each project. BPI projects completed or in progress since the last update include: 20-Day Environmental Letter (in-progress) and Severe Weather Activation Program Reporting (in-progress).

Consultation is provided to management and staff on various internal control and process improvement related topics. This includes participation in meetings related to the forthcoming Enterprise Resource Planning (ERP) procurement/implementation, business development agreements, and external audit. Most other consulting activities are informal and do not involve an issued report.

Professional Development activities include assisting the Development, Diversity, Equity, and Inclusion Department with the development and delivery of process improvement and change management training materials for the CCOB Innovation Ecosystem program. Innovator and Innovation Ecosystem training sessions are scheduled for fall/winter 2025.

Other activities include: participation on the Strategic Planning Committee, Artificial Intelligence Steering Committee, audit follow-ups, and maintenance of the CCOB Employee Fraud Hotline.

Financial Considerations

N/A

Prior Council or Other Entity Actions

The last PIA update was provided on February 25, 2025.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

The PIA Department seeks questions/comments from City Council regarding the activities described above.

Alternatives

N/A

Attachment 1 - Performance & Internal Audit (PIA) 2025 Project Plan

Project	Dept/	Scope / Objectives	Status
Performance Audits		**Performance Audits provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and generally focus on program effectiveness/results, internal controls, compliance, and prospective analysis.**	
Overtime Expense	All	The audit scope will cover overtime (OT) incurred during the period 2022 through audit start date. The audit objectives will be to: 1) confirm compliance with state and federal overtime guidelines, 2) identify overtime trends and the drivers of overtime, 3) evaluate employee staffing in relation to OT, and 4) evaluate the effectiveness of practices used to manage overtime.	Report Issued 5/12/25
Cybersecurity Controls Assessment and PenTesting	IT	The scope/objectives of the audit are to evaluate the CCOB IT Department operational practices in relation to industry best-practices. This will include, but is not limited to, vulnerability scans, penetration testing, and an evaluation of IT processes/procedures and internal controls related to the CCOB network infrastructure and data governance. PIA will oversee the services of an external consultant that will provide cybersecurity expertise. ** The reports contain confidential content and will not be viewable by the public for security reasons.*	Reports Issued 7/2025*
Payroll Verification	Human Resources	The audit scope covers payroll data for the period 1/1/2024 through 12/31/20204. Using sample testing and data analytics, the audit objectives are to: 1) confirm individuals who received payroll payments are actual employees by verifying their existence; 2) assess the accuracy of employee compensation by recalculating gross earnings; and 3) confirm payments are not going to identical direct deposit accounts or mailed to the same address for unrelated employees. *Note - internal controls (e.g. segregation of duties) have been excluded from this project since those activities were reviewed during the Financial Internal Controls Audit (issued 10/2022) and resolution for many of the findings are dependent on an HRIS upgrade or replacement due to system limitations.*	In-Progress (Reporting Phase)
Grants Administration & Compliance	Finance/ Grants Admin	The audit scope covers all CCOB grant pre-award and post-award activities. The audit objectives are to evaluate: 1) past audits/reviews related to CCOB grant activity to ensure any issues have been sufficiently addressed, 2) CCOB grant activities and administration resources to ensure the guidance is consistent with best-practices and sufficient to ensure compliance with grantor guidelines, and 3) organizational compliance with the established CCOB grant policies and procedures.	In-Progress (Planning Phase)
Audit Follow-Ups	Various	Follow-up on the implementation status of past audit recommendations and assist departments where possible.	On-Going
Other Audit Related Tasks	N/A	Annual Risk Assessment (exec mgmt feedback and research governmental audit topics). Maintain Potential Audits Projects Listing and develop Annual Project Plan with input from the CMO/CAO. Council Meeting memo prep & attendance for Semi-Annual PIA Updates. CCOB Fraud Hotline and maintenance of PIA Policies/Procedures.	On-Going
Non-Audit Svcs			
Special Reviews		**Narrowly focused projects requested by CMO. Reviews are not conducted in accordance with GAGAS.**	
TBD	TBD	Placeholder for project requests.	
Business Process Improvement		**Business Process Improvement (BPI) projects focus on operational efficiencies by working directly with process owners to eliminate waste and improve workflows. This also involves working with staff to more effectively use electronic data in order to reduce processing times and improve the accuracy of reporting.**	
Monitoring Developer, Incentive, & Subdivision Improvement Agrmts.	ComDev/ Economic Vitality/ Finance	The project scope will cover the monitoring of deliverables related to developer incentive and subdivision improvement agreements. The objectives are to ensure: 1) comprehensive process exists for vetting agreements, 2) responsibilities for monitoring financial/programmatic deliverables are appropriately assigned, 3) sufficient processes in place to reassign responsibilities when employee turnover occrus, and 4) sufficient close-out/archiving process exists for fulfilled agreements.	Postponed
PW Projects	TBD	The PW Director may request PIA assistance with establishing some aspects of the Stormwater Division, Asset Management Planning, and other process improvement efforts could be possible. This is a placeholder until the scope/objectives of any efforts are determined.	Not Started
SWAP Reporting	Human Services	The project scope focuses on the data provided by in relation to the Severe Weather Activation Program (SWAP). The objectives are to: 1) identify a detailed data set that is needed by the CCOB for financial and reporting purposes, 2) work with the vendor to determine the data that is available, and3) agree upon a reporting format and frequency moving forward.	In-Progress (Reporting Phase)
20-Day Environmental & Wildlife Letter Process	ComDev/ OST/ PW	The project scope will cover all aspects of the 20-day environmental and wildlife letter process, which is required for most construction permits. The objective is to enhance related information and to streamline/standarize operations. This project will involve representatives from Community Development (Building, CIP, Engineering, and Planning), Open Space & Trails, and Public Works.	In-Progress (Implement Phase)
Other		**Other continuous process improvement & performance activities.**	
Innovation Ecosystem	All	Assist the DDEI with the development and delivery of process improvement and change management training for the CCOB Innovation Ecosystem (IE) program. Scheduled Innovator Training: 9/25 and 11/25. IE Advanced Training - 12/2025.	On-Going
Artificial Intelligence (AI)	All	Participation on AI Steering Committee to help ensure responsible and pratical uses of AI technology.	On-Going
Strategic Planning	N/A	Paticipation on the Organizational Strategic Planning Committee.	In-Progress
ERP Prep Work & Systems Evaluations	All	Serve as a subject matter expert on the Enterprise Resource Planning (ERP) project.	In-Progress
Consultation	All	Management consultation on topics such as policies/procedures, internal controls, and external audit.	On-Going

ATTACHMENT 2 - Performance and Internal Audit Status Update								
Audit & Special Reviews Issue Date	**Dept / Division**	**Topic**	**#**	**Finding**	**Recommendation**	**Priority Ranking**	**Revised & Original Estimated Complete Date(s)**	**August 2025 Audit Status Update or Management Responses in Recently Issued Audit Report**
***Note** - This is a summarized version of the audit findings and recommendations. Please refer to the detailed audit report if the context of certain topics are not be readily apparent.*								
CCOB Risk Mgmt Process 3/31/2013	CCAO / R&S	Reconciling CCOB Fixed Assets Listing to CIRSA Application	4	a. CIRSA application is not fully reconciled on an annual basis to the CCOB Fixed Asset Listing b. Replacement costs on CIRSA application are not substantiated	a. Conduct a more comprehensive annual reconciliation of CIRSA application asset data b. Develop methodology that supports the reasonableness of replacement cost values on CIRSA application	Medium	12/2028 12/2026 12/2025 12/2022 12/2020 12/2019 12/2018 6/2014	Major CCOB assets have been reconciled to the CIRSA application and adjustments made accordingly. However, a sustainable, repeatable process that includes all CCOB assets is still being developed. While Finance maintains an asset listing for financial reporting purposes, it does not reflect all organizational assets, estimated replacement costs, or a sufficient projection of future capital needs. An asset management system would help ensure all relevant factors are considered. Management is aware of this issue and plans to fully address it when the asset management system is implemented (see recommendation #7 in Capital Improvement Program Audit issued 8/21/2013 for additional details).
CCOB Risk Mgmt Process 3/31/2013	All Depts.	Proper Risk Notification	8	Notification forms (e.g. waivers, consents,, etc.) are not tracked and the Police Department shooting range does not use a notification form.	Track notification forms in use to ensure current and periodically review. The Police Department should have a notification form signed by users from other agencies.	Low	Implemented 6/2025,12/2024, 6/2024, 10/2023, 4/2023, 9/2022, 12/2021, 4/2021, 1/2021, 6/2020, 9/2018, 6/2018, 1/2017 Original TBD	A folder with the various notification forms is currently being maintained by the CAO. The CAO also plans to periodically remind the Department Head group that all forms should be reviewed by the CAO.
Capital Improvement Program (CIP) 8/21/2013	Finance, PW	CIP Policies / Procedures Related to Capital Asset Data	1	Organizational guidelines related to capital asset tracking and reporting need to be developed.	Finance and Public Works Departments should work together to enhance the organizational policies and procedures governing capital asset inventory records.	Medium	12/2028 12/2026 12/2025 12/2022 6/2022 12/2020 6/2019 12/2018 6/2014	A cross-functional group of CCOB employees will be evaluating asset tracking and CIP administration processes (see Recommendation 3 below for additional details). The content from the project will be used to help identify the required CIP policies and procedures, which will then be documented and communicated throughout the CCOB. This will be done in conjunction with the Asset Management System project (see Recommendation 2 below for additional details).
Capital Improvement Program (CIP) 8/21/2013	All Depts.	Use of Technology in the Capital Planning and Asset Management Process	2	The current CIP planning and operating budget process, as well as the subsequent management of assets for operational and financial reporting purposes, is a convoluted process involving various forms and systems that are used to track and report on capital assets. The information is often duplicative amongst the various forms and systems and information that resides in several locations must be periodically reconciled. This is a time-consuming and error prone process. In other cases, the assets are simply not effectively tracked and managed.	CCOB management should consider implementing an integrated capital asset management system that can be used consistently by the various functions throughout the organization for tasks such as tracking asset additions and deletions, financial reporting (i.e. asset balances, depreciation, accumulated depreciation, etc.), budget planning (CIP and operational), asset maintenance scheduling and tracking, and asset inventories. At a minimum, the Finance, Public Works, and Information Technology Departments should be included in this exercise.	Medium	12/2028 12/2026 12/2025 12/2022 6/2022 12/2020 6/2019 12/2018 6/2014	Management agrees that an Asset Management System would be beneficial to the CCOB. A cross-functional project assessing asset management needs will take place in conjunction with the upcoming ERP replacement project. A comprehensive assessment of organizational asset management needs will take place prior to procuring the system (see Recommendation 3 below for additional details).
Capital Improvement Program (CIP) 8/21/2013	All Depts.	Future Business Process Improvement Project (BPI)	3	There was insufficient time (and it was beyond the audit scope) to thoroughly identify, discuss and implement strategies for improving the overall CIP process. More time should be dedicated by management to improve the efficiencies and effectiveness of the CIP process.	Management should consider conducting a BPI project focused on the CIP process. The BPI project would involve a cross-functional group of stakeholders who would work together during a concentrated period of time to identify and implement opportunities for improving the CIP process.	Medium	12/2028 12/26, 12/25, 12/22, 6/22, 12/20, 6/19, 12/18, 6/14	When the organization is prepared to move forward on Asset Management System project an evaluation involving representation from various departments throughout the CCOB will be conducted.

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Capital Improvement Program (CIP) 8/21/2013	Finance	Report of Capital Facilities	7	A standard report that communicates the existence and condition of existing capital assets does not exist. Currently, the information needed to prepare a detailed capital asset report is not readily available because the information is either maintained in different systems, or it is not currently tracked.	The Finance Department, cooperating with other Departments that maintain asset information, should prepare a comprehensive Report on Capital Facilities at least every one to three years. Note – this recommendation is partially dependent on the first two recommendations since consistent capital asset data from reliable identified sources is a prerequisite.	Low	12/2028 12/26, 12/25, 12/22, 6/22, 12/20, 6/19, 12/18, 6/14	An asset management system (see recommendation #2 above) would greatly facilitate the preparation of a comprehensive report on capital facilities. Thus, the report will be prepared after a system has been implemented and sufficiently populated.
Grants Billing and Cash Receipts 03/15/2016	Finance - Acctg & Budget	Grant Billing and FINS Reconciliation Process	1	CCOB policies and procedures related to grant financial administration are limited, and grants are administered in a decentralized manner by the departmental administrators with varying accounting backgrounds. As a result, inconsistent grant accounting practices exist. There are also several examples of expense tracking methods (generally Excel spreadsheets) within the organization that are used for grant financial reporting purposes, opposed to using the official accounting records from FINS.	The Finance Department should follow-through with its plans to address the FINS shortcomings (i.e. 1) timeliness and comprehensiveness of grant payroll and 2) timeliness of PCard data), which are a factor causing departments to maintain supplemental, inefficient, and sometimes inaccurate accounting records.	Medium	a. Payroll ~ 12/2027 PCard - 12/26, 10/24, 6/24, 12/22, 5/22, 3/21, 6/20, 4/19, 11/18, 8/18, 12/17, 6/17	(Payroll) - The Human Rsources Information System (HRIS) component of the Enterprise Resource Planning (ERP) system replacement project should provide opportunities to improve the timeliness of grant payroll reporting. (PCards) - The timely positing of PCard data remains a challenge. Finance is currently collecting and analyzing PCard data, which will be used when updating PCard policies and practices. These changes, along with other procurement updates, are being done in conjunction with the ERP project.
Police Dept Overtime 5/23/2016	Police	Time Reporting	1	The PD has not established time based performance standards for routine daily tasks.	The PD should develop a listing of all data elements needed to effectively track hours associated with standard time, regular overtime (OT) and Extra Duty Assignment (EDA) OT. Where practical, performance standards should also be developed and associated with routine, standard processes. The PD should also attempt to incorporate this enhanced staffing/timekeeping data into the budgeting process.	Medium	6/2028 6/2018 3/2018 5/2017	Resolution of this issue is dependent on an enhancement or replacement of the Human Resources Information System, which is scheduled to take place during the new ERP implementation process.
Tax Collection, Recording, & Allocation Procedures 4/9/2018	Comm Dev Economic Dev Finance/ Acctg	Incentive, Developer, and Service Expansion Fee Agreements	4	There are opportunities to more effectively administer incentive, developer, and Service Expansion Fee agreements.	a. Establish a standard electronic filing structure with agreed upon naming conventions and attempt to eliminate duplicate documentation. b. Document standard operating procedures for administration tasks that apply to all agreements and supplement with more specific instructions for tasks that are unique to each agreement. A shared Google calendar should also be considered so that administration activities are apparent to the City Manager's Office, Economic Development, Finance, Community Development and other departments that have a role in administration activities. c. Continue to enhance the shared spreadsheet to include most of the information that is needed for administration and research purposes.	Low	a, b & c 12/2025 8/2025 9/2024 6/2024 9/2023 3/2023 8/2022 3/2022 10/2021 1/2020 6/2019 12/2018	A new Financial Analyst has recently been hired who is currently working under the direction of the CCOB Economist to assist departments (i.e. City/County Attorney's Office, Community Development, Economic Vitality, and Finance) with the administration of these agreements. Agreements are currently being reviewed so that deliverables can be adequately documented and responsibility for administering related tasks can be assigned. While there has been progress on this initiative, additional time is necessary to conduct the necessary research and to implement a standardized process.
NWPSIS 03/18/2019	All	Project Cost	6	Current project cost reporting does not provide a comprehensive overview of total project costs.	IT projects should remain on the Information Technology CIP Status Report until all implementation issues have been resolved and a final financial summary has been provided. All costs related to a systems implementation should be tracked with a designated project code.	Low	12/2027 3/2019	A more standardized process for project reporting that encompasses all cost elements (e.g. payroll) still needs to be developed. Until the Human Resources Information System (HRIS) upgrade or a replacement system offers an efficient and effective method for allocating personnel-related costs, this item will remain open. The HRIS is a component of the current ERP project.

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Procurement 10/17/2019	CCAO & Finance/ Purchasing	Reviews of Agreements, Bonds and Certificates of Insurance	3a	Procurement Manual does not explicitly address the following: a) Risk Administrators involvement in the procurement process, b) who and how bond and insurance sureties should be rated and verified, c) guidance does not explicitly require COI prior to the start of work, d) standard procedure needed to ensure updated bonds and COI are received when change orders or amended agreement with a monetary impact are processed, and e) criteria for when bonds are required and what bonds are necessary.	The Procurement Manual guidelines should be updated to address when it is necessary to involve the Risk Administrator in the insurance and bonding review.	Medium	10/2025 3/2025 9/2024 6/2024 10/2023 6/2023 9/2022 7/2021 10/2020	The CAO / Risk Management has provided feedback to the Finance Procurement Division regarding the role of Risk Management. This information will be included in the forthcoming Procurement Manual update that is currently in progress.
Procurement 10/17/2019	All Depts.	Travel, Training and Meals	07-01	Supporting documentation was sufficient in the majority of the transactions reviewed, but this was only after the Finance Department had to follow up with the employees to provide the required information in may cases. This demonstrates insufficient understanding of the documentation requirements by many employees and the need for additional training.	To ensure all requirements are being satisfied: a) the Finance Department should continue to be involved in the review and approval of travel, training, and meals, b) a conference/training agenda should be provided with the Travel, Training, and Incidental Expense Report Form, and c) the travel guidelines should be updated to clarify that local travel (i.e. within a 50 mile radius) does not qualify for a meal reimbursement unless approved by the CMO.	Medium	9/2025, 2/2025, 9/24, 6/24, 10/23, 3/23, 8/22, 5/22, 7/21, 1/20, 12/19	An updated Travel and Training Policy is currently in the review/approval process and should soon be issued. All PCard transactions involving travel training and food items are audited 100%.
Cash Receipts 03/06/2020	Finance, PRSS	Memorial Escrow Account	10b	Some of these unused balances in the CCOB Memorial Escrow account have been outstanding for several years. Tracking these outstanding balances also requires additional effort. There have been minimal changes to how the program is administered since its inception.	PW and Finance should consider changing how the Memorial Escrow account is administered going forward. For example, rather than establishing an escrow balance, an agreement to provide specific services for an agreed upon fee could be established. This would remove the requirements associated with the administration of an escrow account. For existing balances in the trust account there should be a confirmation from the donor the excess fund can be retained or the residual balances should be refunded.	Low	12/2025 10/2023 3/2023 9/2022 3/2022 3/2021 6/2020	The Memorial Account will eventually be transitioned to a revenue account. Finance anticipates the clean-up efforts on the account to be completed by fiscal year-end.
Body-Worn Camera Program 8/24/2021	PD	Evidence.com Data	**2-02b**	No process to identify instances when BWC video footage should exist but it is missing.	Consider developing a report that compares the Computer Aided Dispatch system data that reflects an officer assigned to a call for service to the Evidence.com BWC video data to ensure BWC videos are present for the case. Exceptions should be researched and documented accordingly.	Medium	9/2025 6/2025 8/2024 10/2023 3/2023 9/2022 6/2022	Rather than internally developing a CAD report, the PD Property and Evidence Unit intends to use an analytics Performance module offered by the BWC vendor to assist with various types of BWC reporting. The tool uses CAD data to monitor the timely uploading of BWC footage. The Performance software module was included in the new vendor contract, but additional time is needed to fully understand the functionality of the software.
Court Services Cash Receipts Special Review 8/24/21	Court Services	Segregation of Duties	1	Court Services Department lacks segregation of duties in the cash receipts process. As a result of incompatible duties, system reports used to record cash receipts activity could be modified to reflect less cash and revenue during the deposit preparation process.	Due to the limited size of the Court Services business unit, it is not practical to sufficiently segregate duties with existing personnel so it is necessary to expand the involvement of staff to include Finance personnel. A Finance employee should directly access the BCAP system and generate the documentation needed for journal entry and reconciliation purposes.	Low	12/2027 10/2024 6/2024 10/2023 6/2023 9/2022 3/1/2022	Finance has communicated that it will evaluate how to structure an internal control that will allow for a periodic, high-level reconiliation of BCAP and City Suites revenue data. However, due to other priorities that have been deemed more pressing, this issue will not be addressed until after the ERP implementation. This item will remain open until the shortcomings have been addressed.

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Court Services Cash Receipts Special Review 8/24/21	Court Services	Exception Reporting	2	Cash receipt exceptions (e.g. adjustments, voids, refunds, deletes, reversals, etc.) are reductions of revenue that should be reviewed by an employee who is independent of the cash receipts processes and familiar with the business operations. While Court Services does include exception activity documentation in the daily deposit package, the review of these transactions by an individual independent of the cash handling process (ideally a supervisor or someone familiar with the business processes) is not currently performed. Also, there is currently no BCAP report available that allows users to run a listing of cash receipts exceptions.	Court Services should have a designated reviewer independent of the cash handling function who is responsible for monitoring departmental cash receipts exception activity (i.e. adjustments, etc.). Documentation supporting the exception should be reviewed to ensure adjustments were for a valid business purpose. Due to the small staff size of the business unit, a Finance employee should be included in the monthly or quarterly process. Documentation of the review process should be retained for audit purposes. Until an exceptions report is available, Finance should periodically review the daily deposit activity for voids, refunds, deletes, reversals, etc. to ensure the rationale is sufficiently documented and is appropriate.	Low	12/2027 10/2024 6/2024 12/2023 6/2023 9/2022 3/2022	Similar to item 1 above, Finance will be exploring how to best structure the reviews of the exception reporting to ensure the proper segregation of duties exist.
Financial Internal Controls 10/04/2022	HR	Employee Master File, Payroll Processing, and Payroll Review and Approval	1A	There are currently Human Resources employees who are responsible for both initiating and/or approving changes to the HRIS Employee Master File (EMF). There are also conflicting assignments for employees who are processing payroll and reviewing/approving payroll.	Where practical, Human Resources should separate the EMF modifications duties and user system permissions from: employee hiring and termination decisions, payroll system module access, payroll processing duties, creation and distribution of payroll checks, and the investigation of rejected payroll deposits. Where practical, Human Resources should also modify assigned duties and user system permissions so that an employee is not able to both initiate and approve a change to the EMF. Also, a system report of changes to the EMF should also be generated for review. A supervisory-level employee, other than the employee initiating the change, and who ideally does not have ability to modify HRIS, should then review this report and match the changes to approved Personnel Action Forms and other relevant documentation.	High	12/2027 Partially Implemented 3/1/2023	HR has separated the assigned EMFmodification duties as suggested. However, in the event that someone is out of the office, HR may not be able to ensure this in all cases but it is the exception rather than the rule. While the assigned duties are segregated in most instances, staff size limitations prevent the system control permissions from being permanently segregated. As a result, the need for a report reflecting all changes to the EMF still exists. HR has explored a reporting option with the contracted vendor that provides HRIS reporting solutions. Unfortunately, neither HR nor the vendor have been able to generate a report that captures these changes. Considering the current listing of HR reporting needs and the limited available budget. This item will remain open until the HRIS upgrade or replacement (part of the ERP project) sufficiently addresses these short-comings.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2A	No one individual should have the ability to both initiate and approve a purchase requisition, invoice payment, or journal entry transaction. Since the financial system permissions lack the necessary controls to prevent this from occurring, Finance implemented compensating internal control reports. Samples of these reports were reviewed during the audit and few deficiencies were noted. Standard Operating Procedures (SOPs) do not currently exist that explain the purpose of these internal control reports, the procedures to be performed, and the frequency in which these reports should be generated and reviewed. This could result in procedures being performed inconsistently or overlooked altogether.	SOPs should be developed that explain the purpose, procedures, and frequency of the purchase requisition, invoice payment, and journal entry internal control reports.	High	12/2027 12/2025 10/2023 6/2023	While Finance acknowledges these are important internal controls, the production and monitoring of these reports in the current environment are inefficient due to the limitations of the City Suites financial system. Also, the Finance Department feels the preparation work for the upcoming ERP procurement and implementation is currently a greater priority. It is anticipated that the new ERP will include reporting that will make the on-going management of these recommended internal controls more practical to produce and monitor. This recommendation will remain open until the internal controls are established (with the proper segregation of duties for the preparation and review of the reports) in the new ERP internal control environment.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2B	There is no "sign-off" on the reports so it is not possible to determine whether the reports are actually being reviewed or if the internal control is working effectively.	The report reviewer, who should not be involved in the purchasing or accounts payable processes, should type their initials and date into the report in order to demonstrate the review was actually performed.	Medium	12/2027 12/2025 10/2023 6/2023	See 2A above.

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Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2C	An invoice report reflected two transactions that had the same Created By and Approver but this exception was not flagged and researched.	Any discrepancies noted on the reports should include documentation of the corrective action taken to resolve the matter.	Low	12/2027 12/2025 Ongoing	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2D	Finance personnel (e.g. Budget staff) are in some cases reflected as the Approver of the purchase requisition or invoice, opposed to supervisory staff in the department with a working knowledge of the purpose for the purchase requisition. While it can be assumed that Budget personnel are verifying the supervisory approval exists before approving the purchase requisition, there is no documentation or SOP to confirm this is occurring.	If possible, the purchase requisition and invoice payment reports should be updated to reflect the departmental supervisory approver, as opposed to Finance Department personnel. If this is not possible, the internal control report SOP should clearly state the role of the Budget staff when performing approvals, which should include ensuring the transactions have separate departmental initiators and approvers.	Low	12/2027 12/2025 10/2023 3/2023	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2E	Finance has not been able to develop a sufficient control report for journal entries that reflects who initiated and who approved the transactions. Instead, a manual log is maintained that reflects who initiated and who approved the journal entries. However, journal numbers are assigned sequentially to all types of transactions in the financial system, not only journal entries. As a result, it's not possible to determine if journal entries are missing from the manual listing.	The Finance department should continue to work on a system generated report that reflects the journal entry initiator and approver. In the meantime, the manual journal entry listing should be updated to ensure all journal entries that have been posted in the financial system are also included in the control log.	Low	12/2027 12/2025 and Ongoing	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2F	The invoice payments internal control report, which has close to one-thousand transactions per month, is manually reviewed. This increases the likelihood of missing an exception.	Finance should use a formula to compare the Created By and Approved fields in the invoice control report in order to improve the efficiency and accuracy of the report review process.	Low	12/2027 12/2025 10/2023 3/2023	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4B	The New Vendor Request Form SOP does not specify what information is to be verified on the Secretary of State website and what documentation should be added to the VMF. As a result, vendor verification procedures could be insufficiently and inconsistently performed.	Enhance the Vendor Clean-Up SOP to more explicitly state what is to be confirmed on the Secretary of the State website and what information is to be added to the VMF. For example, the business should be in good standing and the registered agents/Owner(s) should not be a CCOB employee.	Medium	6/2026, 6/2025, 9/2024, 6/2024, 10/2023, 3/2023	Due to other departmental priorities, additional time is required to evaluate these business practices. Policy and procedure dates will be done in conjunction with the ERP project.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4C	The Finance Department has an SOP that indicates annual maintenance activities (e.g. inactivating vendors that have not been used in three years) should be performed on the VMF but these activities have not been performed for a few years.	Conduct annual VMF maintenance activities in accordance with the established Vendor Clean-Up SOP. Documentation of this procedure should be retained in order to demonstrate the internal control is being performed.	Medium	6/2027 12/2024	VMF clean-up activities will be taking place in the months ahead, prior to migrating the VMF into the new ERP.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4D	Changes to the VMF should also be monitored but there is currently no internal control that detects unauthorized changes.	Work with the financial system vendor to obtain an internal control report that reflects changes to the VMF. At a minimum, this report should reflect all new vendors, as well as vendors that have been reactivated. In the meantime, all new vendors (note - vendor numbers are assigned sequentially) should be reviewed by a staff member who is independent of the purchasing and accounts payable functions to ensure there is an approved New Vendor Request Form on file. Documentation of this review should be retained to demonstrate the internal control is being performed.	Medium	12/2027 12/2025 3/1/2024	See 2A above.

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Financial Internal Controls 10/04/2022	HR	Reconciliation of Payments to Benefits Vendors	5	The reconciliation of payments made to benefits vendors to the corresponding payroll withholdings were previously a few months in arrears due to employee turnover.	The Human Resources Department should ensure the Vendor Benefits Payments reconciliation is prepared and reviewed within thirty days of month end.	Medium	4/2026 5/2025 9/2024 6/2024 Ongoing	PIA met with HR to review the vendor benefit payments reconciliation process. HR has a process that focuses on auditing the on-going changes using BORIS reports that reflect terminations, new hires, and benefit changes. These changes are confirmed and documented in the Invoice Audit workbook. PIA suggested that a reconciliation of vendor data to BORIS data still be performed on an annual basis (e.g. March - after open enrollment changes have been made). HR plans to prepare the reconciliation and then present the completed process to PIA. This item will remain open until completion of the annual reconciliation is confirmed.
Financial Internal Controls 10/04/2022	Finance	Maintenance of Internal Control Infrastructure and Assigned Duties	6	The majority of the CCOB business cycle internal controls were documented in the CCOB Internal Control Framework tool. However, there have been no efforts on the part of Finance to update the document in recent years.	The Finance Department should periodically (annually at a minimum) update the Financial Internal Control workbook, or a similar tool designed by the Finance Department, to ensure internal controls are working effectively and there are no conflicting duties. A copy of a blank Segregation of Duties Matrix workbook has also been provided to the Finance Department. The Matrix, or a similarly designed tool, should be used to evaluate staffing changes and ensure the assignments are appropriate. Documentation of these maintenance efforts should be retained for audit purposes.	Medium	12/2027 12/2023	Finance anticipates using the Financial Internal Control workbook, or a similar tool designed by the Finance Department, when assigning staffing roles in the new ERP. A schedule for mainating the internal control will be established at that point in time. This item will remain open until this internal control is established and properly maintained in the new ERP internal control environment.
Financial Internal Controls 10/04/2022	HR	Human Resources Information System (i.e. BORIS) Deficiencies	9B	Being able to track who made changes within the system and when these changes occurred is a common feature in most modern HRIS and financial systems. However, most auditing capabilities within the CCOB HRIS are currently turned off because the feature historically had a severe impact on the system performance.	While this system audit reports feature may not be currently practical due to the system performance issues related to the audit feature activity logging, Human Resources staff should revisit the use of these internal control reports after the upcoming system update (Aug 2022).	Low	12/2027 12/2023	The HRIS system continues to lack the capability of producing a standardized report that illustrates the employee level changes made for the purposes of payroll. Resource constraints have prohibited current staff from working with our third party vendor to produce a report to meet this requirement. The inability to effecitvely track changes in the HRIS also impacts the Employee Master File interal controls, as noted in 1A above. This item will remain open until a sufficient control report is available via the upgraded or replacement HRIS, which is a component of the current ERP project.
Financial Internal Controls 10/04/2022	HR	Human Resources Information System (i.e. BORIS) Deficiencies	9D	The HRIS user interface for time allocations is impractical to use. As a result, time allocations by project are generally not entered directly into the HRIS timesheets. Instead, duplicative timesheets are used for grant and management reporting purposes. Also, the HRIS is not capable of effectively allocating payroll costs so payroll costing data reflected in City Suites is generally insufficient and inaccurate for grant and management reporting purposes.	The Finance and Human Resources Departments should continue to work with the HRIS vendor to identify an efficient and effective method for entering actual time worked into the HRIS timesheets. This data should then be used to allocate payroll costs based on actual hours. This will reduce workarounds and facilitate preparation of the Schedule of Federal Awards. In the event the HRIS is upgraded or replaced at some point in the future, the ability to effectively and efficiently allocate hours worked by task or project, as well as the associated costs, should be a must have feature in any alternative that is considered.	Low	12/2027 12/2023	The CCOB is focused on the implementation of a new ERP system, of which the HRIS upgrade or replacement is a component. Thus, limited progress is expected in this area for the foreseeable future. This item will remain open until the issues are eventually addressed.
Emergency Management 7/26/2023	Economic Vitality	Local Business Outreach	5	The CCOB does not license all businesses so a central list of all businesses in the CCOB does not exist. This complicates efforts to communicate with local businesses during an emergency. The Economic Vitality Department is working on a project to develop a more comprehensive listing that will improve the quality and of the contact information and also allow it to be maintained so the information is current.	The Economic Vitality Department should follow through with its plans to Develop a formal, comprehensive business outreach program that includes a list of all businesses operating in the CCOB and essential contact information.	Low	6/2026 6/2025 6/2024 4/2024	A patchwork of various listing is still being used for business outreach purposes. A business licensing program is a potential solution for this challenge. While management supports the concept of a license for Broomfield businesses, additional time is necessary for planning and approval of this potential change. Considering other current rganizational priorities, the administration of business license program will be further evaluated the following fiscal year.

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Emergency Management 7/26/2023	All	Time Reporting/ Payroll System Challenges	6	The CCOB's current payroll system does not easily allow for time allocation to specific task-related project codes and employee training on the subject was minimal prior to the pandemic. As a result, employee efforts to allocate their time were time-consuming and inconsistent. New procedures were introduced during the early phases of the emergency, but the instructions should have been communicated more clearly and frequently. The use of these project codes also created unintended timekeeping issues, such as system freezes and timecards not being appropriately saved. This resulted in inconsistent timekeeping practices and varying degrees of detail in the payroll data.	The CCOB should explore enhancements to the current payroll system timesheet module. If the current payroll system is unable to accommodate the task-related project codes in an efficient and effective manner, then a third-party timesheet module should be explored. (It should be noted this item is currently on hold until the replacement of the CCOB Innoprise Financials system with an Enterprise Resource Planning (ERP) financial module occurs (tentatively 2026). Then, a Human Resources Information System (including payroll) will be identified that is compatible with the new ERP.)	Low for OEM (beyond its control) but High for CCOB	12/2027	The CCOB is focused on the implementation of a new ERP system, of which the HRIS upgrade or replacement is a component. Thus, limited progress is expected in this area for the foreseeable future. This item will remain open until the issues are eventually addressed.

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2023 PD Property & Evidence (11/29/2023)	IT & PD/PE for all items	NWPSIS LERMS Deficiencies	4	There are several NWPSIS LERMS issues currently impacting the efficiency of PE Unit operating practices: A. When an Officer places an item in an evidence bin the LERMS module records a date/time stamp but the same date/time stamp is also used when the PE Technician subsequently moves the item to the next location B. 50 PE items (as of July 2023) appear on the “Property - Missing Chain of Custody Report (COC)” and the COC screen in LERMS for these items is also blank - COC history exists in the “Field Level Auditing Viewer" but it is not user-friendly and complicates reporting C. No notes fields are available for documenting PE details specific to a case and inefficient workaround solutions are currently being used D.Inventory Not Present Report pulls incorrect data E. Not able to check out or transfer multiple items or cases so the items must be inefficiently moved one item at a time F. Not able to batch transfer a case when moving location so the items must be inefficiently moved one item at a time G. Inventory scanners reflect items in inventory that have actually been destroyed or checked out H. Electronic signatures for chain of custody will not automatically attach to the case so a manual workaround process is currently being used I. A NWPSIS test environment for all modules does not currently exist due to hardware limitations J. Reporting solutions needed include a Dispositions Report reflecting how an item was actually disposed (e.g. Returned to Owner) and a COC Report that reflects every change of location for an inventory item.	The PE Unit and IT support staff should meet regularly to address the NWPSIS deficiencies or adopt an acceptable workaround solution for the following: A. An accurate date/time stamp is recorded each time PE is moved to a different location (including the initial intake process) B. Determine the root-cause for why items are showing up on the “Property - Missing Chain of Custody Report” and the COC screen information is missing so that this error can be corrected moving forward C. Identify a more efficient solution for documenting and retaining case notes for PE items D. A correct Inventory Not Present Report should be available E. Ability to check out or transfer multiple items or cases F. Ability to batch transfer a case when moving location G. Accurate inventory when using the scanners that shows when items have been destroyed or checked out H. Ability to efficiently capture electronic signatures for COC purposes that are automatically attached to the case I. A test environment should exist for all NWPSIS modules J. Reporting solutions that reflect 1) how an item was disposed (e.g. Returned to Owner) and 2) COC showing every change of location for an inventory item	Medium for all items	A - J Originally 11/2024 but now dependent on vendor support	All items (A - J): PE and IT staff have attempted to address these issues, but are dependent on vendor support to fully resolve the deficiencies. Due to current resource restraints, the transition to an alternative PE system is not practical at this time. The PD will continue to meet with IT monthly to ensure there is an awareness of all issues related to the NWPSIS. The vendor is also scheduled to on-site next month, at which time these topics will once again be discussed. This item will continue to remain open until the vendor addresses the deficiency or until IT has provided a viable alternative.

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2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1A	Approval Groups - The City Suites Financial System (CSFS) has a shortcoming in the PCard approval workflow where the transaction can only be routed to a single approval group and only one individual from that group can approve the transaction. As a result, broad approval groups have been established, which sometimes have insufficient segregation of duties. Examples include PCardholder who is also in their approval group, subordinate approving transactions, and approver redirecting the approval to the PCardholder.	The Finance Department should reevaluate the PCard approval structures to ensure the proper segregation of duties. Having the approval structures updated prior to the implementation of the new financial system (approx late 2027) will also allow for a more efficient and effective implementation of the approval workflows. Also, ensure the upcoming request for proposal for the new financial system has “must have” criteria that allows for multiple approval workflows for all types of purchases, as well as reporting that shows who initiated and who approved a purchasing transaction. This should decrease the need for overly broad approval groups.	High	6/2027 9/1/2025	Finance will continue to evaluate existing structures / procedures and document processes over the next year with the Government Finance Officers Association. Multiple items will be addressed including approval tiers prior to transitioning to a new ERP system. Capabilities are limited in the current system. Improving this will be part of the ERP selection and implementation process.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1C	Federal Purchases - Per CCOB Procurement Manual, P-Cards should not be used for purchases covered by federal funds. This control helps ensure that federally suspended or debarred entities are not used. However, a few PCard transactions applied to federal funding were identified.	The Finance Department should evaluate PCard transaction data using the project code to ensure that no federal purchases have been made using the PCard and identified exceptions should be corrected. Alternatively, Finance could implement a control that checks for federally suspended/debarred entities, while also allowing the PCard to be used.	Medium	12/2025 12/1/2024	Finance has decided to remove the federal purchase restriction from the PCard policy because it is only a CCOB guideline and not a federal restriction. Since other procurement guidelines are also being updated in relation to the ERP, additional time is necessary to update the PCard policy.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1D	Receipts/Business Purpose - The Procurement Manual and PCard Policies the Procedures Handbook require PCardholders to provide a detailed receipt/invoice and to document the business purpose of the transaction in sufficient detail so that appropriateness of the purchase is apparent to the Approver. For most transactions tested, this was sufficiently provided. However, exceptions were also noted.	The Finance Department should periodically (e.g. annually) remind PCardholders about the receipt and business purpose requirements for PCard purchases. In addition to the what, when, and where criteria, the documentation should also reflect who utilized the product or service purchased. PCardholders who continually provide insufficient PCard documentation should have their PCards revoked.	High	12/2025 6/2025 11/2024	Training content is currently being developed, which will cover this topic. In addition to planned in-person training, on-demand training related to PCards will be made available on the Cornerstone training platform. Additional time is required to fully address this item.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1E	Split Transactions - A split purchase occurs when a purchase is separated into two or more transactions in order to avoid the PCardholder’s single purchase limit. CCOB policy prohibits this practice. Transaction testing identified several transactions that appeared to be split transactions.	The Finance Department should more effectively monitor PCard activity for split transactions. When violations are noted, remind the PCardholder that split transactions are not allowed and that a temporary single purchase limit exception is required. If necessary, work with the departments to identify a more appropriate single purchase limit for the PCardholder. Revoke PCard from PCardholders who continually violate the no split transactions policy.	High	12/2025 6/2025 11/2024 6/1/2024	Training content is currently being developed, which will cover this topic. In addition to planned in-person training, on-demand training related to PCards will be made available on the Cornerstone training platform. Additional time is required to fully address this item.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1F	Timeliness of PCard Transaction Processing - There are often delays with PCard transactions posting to the general ledger due to untimely coding and supporting documentation from PCardholders. Also, Finance batch processes PCard transactions so a single delayed PCard transaction causes the entire batch to be delayed. This causes staff frustration because it can delay other business processes, such as timely grant reporting.	The Finance Department should be more aggressive on the enforcement of the PCard processing timeline. PCardholders who repeatedly cause processing delays should have their PCards revoked. Also, Finance should consider using a temporary clearing account for the transactions that are pending approval past the established deadline so that the entire batch is not delayed.	Medium	12/2025 6/2025 12/2024	Finance has been collecting data related to PCard violations. A conversation with the CMO will eventually occur where recommendedations will be made for either suspending or revoking the PCards for individuals who repeatedly submit receipts past the deadline and delay PCard transaction processing. PCard that are infrequently used will also be revoked in order to aleviate the administrative burden associated with these cards.

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2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Account Administration	2B	Business Need for PCards - PCards provide an efficient/effective method for making purchases, but there are costs and risks associated with the PCard Program administration. Thus, PCards should only be issued to active employees who have a valid business purpose. During the audit period (1/2022 - 8/2023), there were 56 PCards used three or fewer times, including 29 PCards that were not used at all. The scrutiny of PCards needed may be lacking and there is no procedure for evaluating the on-going business need for issued PCards based on actual PCard usage. Unused or underused PCards expose the CCOB to the unnecessary risk of credit card fraud.	PCards should only be issued to employees who have a valid business need for the PCard. The Finance Department should consider establishing some criteria for issuing PCards that includes the intended frequency of use. Finance should also periodically evaluate (e.g. annually) the frequency of PCard use to determine whether all issued PCards are necessary since the risk of unauthorized usage increases when more cards are outstanding.	High	12/2025 6/2025 12/2024	See item 1F above.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Account Administration	2C	PCard Administrative Forms - PCard administrative forms (i.e. Request, Change, Agreement, and Missing Documentation) appear to capture the necessary information for administrative business purposes. However, testing procedures identified missing forms in the filing system (eventually found in archived emails). There was also no standard naming convention for the electronic files stored in the Google Drive folders, which made it more challenging to locate the supporting documentation.	The Finance Department should consider converting the manual PCard forms to an electronic format that can more efficiently collect and store the required PCard information. The intake forms should include “mandatory fields” that require a response before it can be submitted, which should reduce the follow-up inquiries on the part of the Finance PCard Administrator when the forms are not comprehensively completed. This would also eliminate the manual routing of documents, as well as the additional administrative effort of scanning/filing copies of the forms in the Finance Google Drive folders.	Low	Implemented 6/2025 10/2024 6/1/2024	The PCard forms are now being electronically administered.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Training Resources	4A	While the slide deck for the in-person PCard Training presentation appears to be comprehensive and a good source of information, it has not been delivered during the last few years due to the pandemic and employee turnover. This is a missed opportunity to educate/remind employees about the PCard guidelines.	The Finance Department should periodically schedule in-person PCard training for new employees and for existing employees looking for a refresher. Alternatively, a recorded presentation could be made available on the Purchasing Cards BEACH (intranet) web page.	Medium	Implemented 6/2025 11/2024 6/1/2024	PCard training is being offered. Employees must also take an electronic test covering PCard policy prior to receiving renewed PCards.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Training Resources	4B	Currently, there are no PCard training documents available on the BEACH (CCOB intranet) Purchasing Cards web page. When working with the PCard test that must be taken by PCard applicants prior to the PCard being issued, it is necessary to contact the Procurement Analyst who then sends the PCard test information to the PCard applicant. The Procurement Analyst continues to correspond with the PCard applicant until a passing test grade (i.e. 80%) is obtained.	The Finance Department should consider adding the mandatory PCard test to the recently implemented Cornerstone Learning Management System. Also, detailed instructions should be included on the Purchasing Card BEACH web page that directs the PCard applicant to complete the PCard test and submit proof of passing along with the original PCard Request Form/Application. This should reduce the unnecessary correspondence that is occurring related to the PCard test.	Low	Implemented 6/2025 11/2024 6/1/2024	PCard training is being offered. Employees must also take an electronic test covering PCard policy prior to receiving renewed PCards.

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2024 ADA (4/9/2024)	CCAO / R&S	ADA Tracking Internal Workbook - Owner	1A	There is currently no owner of the CCOB ADA Internal Tracking workbook or a formal process in place to maintain this workbook.	The Risk and Safety Manager should take ownership of the ADA Internal Tracking workbook. CCOB departments should be responsible for designating an individual who will be responsible for updating those portions of the ADA Tracking Workbook applicable to the department. The ADA Coordinator should work with the designated departmental ADA contact to review and update the workbook on an annual basis.	High	6/2027 6/2025 4/2025	ADA efforts are primarily focused on handling requests / complaints that arise. Risk Mangement continues to help departments navigate public facing issues, while Human Resources handles internal employee requests. Overall coordination and documentation of ADA related responses has improved. Management acknowledges that an organizational resource focused on accessibility may evetually be warranted, but current budget constraints will most likely delay the hiring of any new positions for the next couple of years. In the meantime, larger organizational ADA related efforts will be limited.
2024 ADA (4/9/2024)	PW/ Facilities & Streets, and CCAO/R&S	Buildings & Parking Lots	1B1	There were a few locations that still require the 2010 ADA Standards checklists to be completed.	The 2016 ADA Standards Checklists, based on the 2010 ADA Standards for Accessible Design, should be fully completed for all publicly accessible facilities and parking lots.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	PRSS, CCAO/R&S	Specific Use Checklists	1B2	There are a few additional resources available on ADA.gov that have not been used but could be beneficial in the self-assessment process.	When applicable, the following checklists should be used when the department is conducting self-assessments: Play Areas; Swimming Pools, Wading Pools & Spas; and Fishing Piers & Platforms.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	OST, CCAO/R&S	Trails	1B3	The self-evaluation process for open space and trails can be more challenging since there are no specific ADA.gov checklists available for this category. As a result, staff have pieced together evaluation criteria from different resources but the source of the guidance has not been documented in the ADA Tracking workbook. It is also difficult to determine whether the listing comprehensively captures all CCOB Open Spaces and Trails.	The trails documentation in the ADA Tracking workbook should be enhanced so that it is clear which trails have been evaluated and which trails still need to be evaluated. The trails worksheet should also include the trails evaluation criteria, findings, and any necessary actions. As discussed in item 1B5 below, partnering with the GIS Division would improve the efficiency and effectiveness of this process.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	OST, PRSS, PW, CCAO/R&S	Technology to Conduct ADA Self-Assessment	1B5	The self-assessment of many outdoor spaces can be time-consuming due to the dispersed locations throughout the City/County. There are more effective and efficient methods to perform self-assessments of these outdoor areas when compared to the manual methods previously used. A more comprehensive self-assessment would also help ensure all publicly accessible outdoor spaces have been evaluated.	CCOB departments/divisions responsible for maintaining outdoor spaces should consider partnering with the GIS Divisions to identify more efficient and effective data collection and mapping methods for conducting ADA self-assessments.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	CCAO/R&S	ADA Committee/ Divisional Administrators	1C	The current combined ADA workgroup is large. The items in the ADA Tracking workbook are not currently prioritized and in most cases there are no cost estimates. As a result, the plan/timeline for addressing these items is unclear and there are no established budgets.	The ADA Coordinator should establish an appropriately sized ADA Committee that meets on a periodic basis (e.g. semi-annually) to discuss ADA related matters. The ADA Committee should then work together to prioritize the items in the ADA Tracking workbook, identify solutions for the issues identified, establish cost estimates (periodically adjusted for inflation), and establish work plans to address the solutions within their respective business units.	Medium	6/2027 6/2025 4/2025	See item 1A above.

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2024 ADA (4/9/2024)	CCAO/R&S, Com-munications	Managing and Standardizing Complaints	1D	Online ADA Complaint Form available on Broomfield.org is not consistently used. There are inconsistencies in how CCOB ADA efforts are addressed, tracked, documented, and archived. Standard operating procedures (SOPs) for CCOB ADA activities have not been established. The documentation trail is sometimes dispersed and the details are not archived in a central location.	The Online ADA Complaint Form should be used every time a complaint is received so that a record is established in the linked workbook that is maintained by the ADA Coordinator. Staff should direct the public to complete the form to initiate the research/response process. If staff receive the information via phone or in person, then the staff member should complete the Online Complaint Form. A standard template or checklist for documenting responses to ADA complaints should be developed so that cases are consistently handled. This SOP should require the CCOB ADA Coordinator to be involved in all ADA inquiries/complaints. The SOP should also specify where the documentation is to be archived and the naming convention for the files. Finally, the ownership of the ADA files should be transferred to the CAO since the designated CCOB ADA Coordinator is assigned to that department.	Medium	Implemented 4/1/2025	The Online ADA Complaint Form is being completed for every public-facing ADA related issue. This workbook, which is maintained by the ADA Coordinator (i.e. Risk & Safety Manager), allows for a central repository of the documentation related to these issues. Also, a Disability Etiquette training course is now being provided to employees via the Cornerstone learning management system. This training covers how our use of language, offering assistance, and implicit bias may be affecting the interactions we have with individuals with disabilities. The purpose is to build a broader understanding of disability and to ensure guidance on how to appropriately engage with individuals with disabilities.
2024 ADA (4/9/2024)	CCAO/R&S, CMO	ADA Coordinator Designation	2C	In August 2019, the City and County Manager issued a memo appointing the Risk Administrator as the designated ADA Coordinator. The name of the employee was also explicitly stated in the memo. However, there has since been turnover in this role and the position title has changed.	The City and County Manager should issue an updated memo designating the new Risk and Safety Manager as the CCOB ADA Coordinator, along with the necessary contact information (i.e. name, office address, and telephone number).	Low	Implemented 4/2025 10/2024 8/1/2024	The City and County Manager has issued an updated memo designating the new Risk and Safety Manager as the CCOB ADA Coordinator.
2024 ADA (4/9/2024)	CCAO/R&S	ADA Training - Public Facing	3B	Since CCOB staff who interact with the public have varying levels of experience when dealing with situations that are ADA in nature, there is potential compliance risk if the matter is not appropriately handled.	CCOB programmatic staff who frequently interact directly with the public should be trained on how to identify potential ADA related matters. Since ADA cases will vary in nature, and the expertise of programmatic staff will also vary, CCOB employees who encounter ADA Title II (Public Services) related issues should involve the Risk and Safety Manager in ADA matters as a quality control measure.	High	12/2025 4/2025 10/2024 4/1/2025	The Risk & Safety Manager is currently working on a handout / reference sheet for staff that can be used when dealing with ADA related matters. The intent of this resource is to improve awareness and to help ensure more consistent outcomes.
2024 ADA (4/9/2024)	CCAO/ Risk & Safety DDEI HR	ADA Training - Employment	4	Since CCOB supervision staff have varying levels of experience when dealing with situations that are ADA in nature in the employment setting, there is potential compliance risk if the matter is not appropriately handled.	CCOB supervisory staff should be trained on how to address and handle ADA related matters, specifically requests for accommodations from employees. Since ADA employment cases will vary in nature, and the expertise of supervisory staff will also vary, CCOB employees who encounter ADA Title I (Employment) related issues should involve Human Resources as a quality control measure. When cases involve novel or more complicated legal issues or potentially subject CCOB to increased liability and risk, Human Resources should involve attorneys from the City & County Attorney's Office.	High	Implemented 4/2025 10/2024 4/1/2025	Content on how to handle ADA related to matters has been included in the CCOB mandatory employee harassment and discrimination training.
2024 Revenue Payment Processing (9/5/2024)	See Below	Control Reports	1	A review of exception activity (i.e. adjustments, voids, refunds, deletes, reversals, etc.) by a supervisor independent of the revenue payment process has not been consistently performed by the business units listed below.	All City & County of Broomfield (CCOB) functions that use a cash receipting system for revenue payment processing should have a designated reviewer (ideally a supervisor) independent of the cash handling function who is responsible for monitoring departmental exception activity (i.e. voids, refunds, deletes, reversals, etc.). Business units should ensure exception reporting is properly and consistently performed.	High	See below	See below

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2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Control Reports	1B	City Suites Customer Information System (CIS) Adjustments Report and the Reversals/Voids Report are available but are no longer being used as a result of employee turnover.	The CIS Adjustments Report and the Reversals/Voids Report should be generated/ reviewed on a periodic basis and archived.	High	9/2025 3/2025 9/2024	While the Exceptions Report is being reviewed by the Revenue Manager, it is still being generated by a staff member who handles cash. The Revenue Manager is working on getting access to the CIS system so that the control report can be independently generated.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Control Reports	1C	Eagle Treasurer control report that reflects exception activity is not being used.	Eagle Treasurer control report should be generated/ reviewed on a periodic basis and archived.	High	Closed 6/1/2025	After revisitng the process flow for property tax billings and payments, it was determined that sufficient segregation of duties exist without the use of the Eagle Treasurer control report. This is primaritly due to the fact that property tax billings result from the Assessor tax valuation roll, which no Revenue Division employees have the ability to adjust.
2024 Revenue Payment Processing (9/5/2024)	See below	Segregation of Duties	2	Revenue payment processing segregation of duties could be improved in the business units listed below.	Whenever possible, individuals who collect payments from customers and/or prepare the cash deposits should not also generate the supporting documentation or perform reconciliation procedures because the information could be altered.	High	See below	
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Segregation of Duties	2C	CRO staff are responsible for making a manual daily summary entry for Eagle Recorder activity into the Eagle Treasurer system. Since CRO staff handle cash and are also responsible for providing the supporting documentation for the daily balancing/deposit process, there is a lack of segregated duties.	The Eagle Recorder to Eagle Treasurer Reconciliation internal control should be reimplemented and maintained. The Revenue Manager, who does not handle cash or make the deposit, should independently generate the reports from the Eagle Recorder and Eagle Treasurer systems that are used to perform the reconciliation. Differences noted in the reconciliation should be researched and documented.	High	Implemented 6/2025	The Eagle Recorder/Tresurer reconciliation has been reimplemented and is being maintatined by the Revenue Division.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Accounting	Standard Operating Procedures (SOPs)	3A	The Division of Motor Vehicles (DMV) monthly balancing activities, revenue allocations, and related journal entries could be improved.	The monthly allocation workbook should be enhanced by adding a narrative explaining what the taxes and fees represent and the authoritative guidance authorizing the collection and subsequent allocation of these amounts.	Medium	9/2025 6/2025	Additional time is necessary to address this item.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Standard Operating Procedures (SOPs)	3B	The Finance/Revenue SOP for the daily balancing of the Eagle Treasurer system (Property Tax) could be improved.	The Finance/Revenue SOP for the daily balancing of the Eagle Treasurer system should be improved by documenting additional details about the process. This will help ensure consistency in the procedures performed and the resulting documentation when different staff perform this task. This will also help with onboarding and cross-training.	Medium	Implemented 6/2025	Thre Revenue Division has updated the SOP for the daily balancing of the Eagle Treasurer System.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Accounting	Revenue Payment Processing/ Cash Receipts Policy	4	The CCOB does not currently have a Revenue Payment Processing/ Cash Receipts Policy, which results in varying practices throughout the CCOB. This could also lead to confusion or non-compliance with prescribed operating practices. Currently, there are many inconsistencies in how business units prepare deposit packages. The methods used to pass along supporting documents to Finance also varies (e.g. email vs. placing documentation in a shared folder on the network drive). In some cases the deposit package supporting documentation appeared to be excessive, while in other cases the deposit only included a deposit slip. Note - Cash Receipts Policy also recommended in the 2020 Cash Receipts Audit.	The CCOB Revenue Payment Processing/Cash Receipts guidelines should be adequately documented and accessible to employees via the BEACH (CCOB intranet). These guidelines should address how supporting records for deposits and related journal entries should be consistently prepared, submitted, and documented. The guidelines should also explain how the documentation should be provided (e.g. placed in a designated electronic file folder on the network along with a standard naming convention that includes the relevant dates). Also, the policy should require that a receipt is provided for all in-person cash transactions, including off-site transactions, to ensure the transaction is captured in the cash receipts system. If the cash receipts system is not available, then a manual receipt should be provided and later reconciled to ensure the funds are appropriately deposited. Finally, the policy should provide direction on how departments are to handle NSF check transactions.	Medium	12/2027 6/2025 Issue First Recommended in 3/2020	A draft of the Revenue Payment Processing / Cash Receipts guidelines currently exists. However, Finance has decided to defer the issuance of the policy until the new ERP is implemented in order to ensure the policy reflects updated operating practices based on the new internal control environment. The need for this policy was first identifed in the 3/2020 Cash Receipts audit.

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2024 Revenue Payment Processing (9/5/2024)	Recreation Services	Supporting Documentation	5D	The total proceeds collected for the last Broomfield Days 5k Race and Fun Run event was not reconciled to the total amount deposited in the financial system.	The Broomfield Days 5k Race and Fun Run event proceeds should be reconciled to the amount deposited via the BRex system. This documentation should be retained and the corresponding SOP should be updated accordingly.	Medium	10/2025	This item will be reviewed after the next Broomfield Days event in the fall of 2025.
2024 Revenue Payment Processing (9/5/2024)	Finance	Credit Card Fees	7	Credit cards are a common payment option used by CCOB customers due to the convenience it offers. However, the CCOB is inconsistent in how the associated credit card processing fees are handled. In some cases the customer pays the fee and in other cases the CCOB business unit absorbs the cost. With the popularity of online payments increasing, this will also result in additional costs to the CCOB. Finally, the CCOB offers other payment options that generally do not include a service fee.	The CCOB should be consistent in how credit card processing fees are handled throughout the organization. Since it is the customer who benefits from the convenience of online credit card payments, and other payment options are available (e.g. cash, check, e-check, and ACH), the CCOB should consider having the customer cover the cost of credit card fees. While this position varies among governmental and private organizations, it is becoming more common to pass the fee along to the customer.	Medium	12/2027 6/2025	Informally, Finance has been responding to department inquiries on the matter by stating it is appropriate to pass along the credit card processing fees to the customer. However, this will not formally be addressed until the Revenue Payment Processing / Cash Receipts guidelines have been issued (see item 4 above for additional details).
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Online Banking Bill Pay Service	11	Both Metavante and EBox are services where customers can use their online banking/bill paying services to issue payments to the CCOB. While payments from the EBox service can be rejected due to incorrect account numbers and other issues, this is not currently the case with Metavante payments. Metavante is also being used incorrectly by some taxpayers to pay their property tax bills. These issues require extra research and administrative workarounds for the Finance/Revenue Division staff.	The Finance Department should contact the company responsible for the Metavante payments and attempt to correct the administrative challenges associated with these payments. If possible, the CCOB should be able to reject erroneous payments and prevent the service from being used for unauthorized purposes in order to reduce the extra administrative efforts associated with these payments.	Low	Closed 12/2024	Staff has contacted the company responsible for the Metavante payments and were told there is no way to reject errorneous payments before the transfer. Since credit untions commonly offer this payment method, the CCOB will need to keep it as an option for now. Payment processing methods will be evaluated further during the new ERP implementation process.
2024 Revenue Payment Processing (9/5/2024)	Finance, Court Services & Police/ Detention	Disposition of Intangible Property	12	The Municipal Court and PD/Detention have issued refunds to individuals for various purposes but the checks were never deposited by the recipient. Some of these checks have been outstanding for several years. The business units requested guidance on how to handle these items so the City and County Attorney's Office (CCAO) was consulted. The CCAO reviewed Colorado Revised Statute (CRS) § 38-13-1504 - Unclaimed Property, as well as Broomfield Municipal Code (BMC) 3-25-030 - Procedure for the Disposition of Intangible Property.	For unclaimed property held more than five years, statute allows local governments to follow their local ordinance related to the disposition of property. Thus, the Municipal Court and PD/Detention should work with the CCOB Finance Director to clean-up these outstanding checks by following the guidance included in BMC 3-25-030 - Procedure for the Disposition of Intangible Property.	Low	10/2025	Efforts are currently in progress to establish an SOP so there is a repeatable process that can be used by CCOB staff.
2024 Revenue Payment Processing (9/5/2024)	City Manager's Office (CMO), Clerk & Recorder Office (CRO), Economic Vitality, & Finance	Business License	14	The CCOB does not currently license all Broomfield based businesses. As a result, there is no comprehensive business registry, which causes challenges when attempting to effectively communicate with Broomfield businesses (particularly in emergency situations). Business licenses would also allow for improved communication of CCOB programs and general awareness of events occurring in the community. In addition to business outreach, the license would also be useful for sales tax purposes.	In consultation with the CMO, relevant CCOB business units (e.g. CRO, Economic Vitality, Finance/Sales Tax Division, etc.) should consider a business licensing program for Broomfield businesses. If it is determined this would be beneficial, business licensing program guidelines for an annual registration/ renewal process should be developed. A modest annual fee (e.g. $20) is also suggested to help off-set associated costs. It may also be necessary to consider a related penalty fee for businesses that are aware of the licensing requirements but fail to register.	Low	6/2026 6/2025	While management supports the concept of a license for Broomfield businesses, additional time is necessary for planning and approval of this potential change. Considering other current organizational priorities, the administration of business license program will be further evaluated the following fiscal year.

ATTACHMENT 2 - Performance and Internal Audit Status Update								
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2024 Fleet Maintenance (12/20/2024)	Public Works (PW) / Fleet Mntc (FM)	Cost Effective Use of Fleet Resources	1a	Total Cost of Ownership (TCO) includes all lifetime costs that result from owning an asset, such as purchase price, maintenance and repairs, fuel, disposal value, etc. Projected and actual TCO could be used more effectively when making vehicle purchase decisions.	FM should use TCO information more effectively when making vehicle purchase decisions whenever practical.	High	1/2026	Due to the very limited vehicles and equipment that has been sent to auction over the past year, there is not enough data to evaluate the TCO for new vehicle purchase decisions. Fleet will continue to utilize state and cooperative award purchase pricing, as well as evaluate alternative fueled vehicle opportunities moving forward until there is better known vehicle disposal data from which to evaluate TCO.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Cost Effective Use of Fleet Resources	1c	Fleet utilization standards and actual utilization data could be used more effectively to allocate vehicles throughout the CCOB.	Management should consider setting vehicle utilization standards using data from the telematics and fleet services software systems. Vehicles that do not satisfy this criteria should be considered for shared use via a motor pool model.	High	1/2026	The Public Works Sustainability Division is currently working on a Fleet Idle Time "best practices" solution as well as a Fleet Utilization policy. While preliminary efforts have begun, the timing of implementation will depend on the hiring of a new PW Director and Deputy Director.
2024 Fleet Maintenance (12/20/2024)	Finance & PW/FM	Cost Effective Use of Fleet Resources	1d	CCOB EV chargers are free to the public, which essentially provides a subsidy for EV owners. Finally, EVs reinforce the shared vehicle pool notion since an infrastructure for charging the vehicles is necessary.	Management should consider implementing a pricing structure on all public-facing EV chargers that would help cover electricity costs, as well as the costs associated with the EV infrastructure used by the public (including CCOB employees).	High	12/2025	Proposed pricing structures for public-facing EV chargers are currently being created by the Sustainability Division.
2024 Fleet Maintenance (12/20/2024)	Finance & PW/FM	Vehicle & Equipment Replacement Fund & Policy	2	The purchase of new and replacement vehicles/equipment are subject to the availability of the funds during the annual budgeting process. Specialized heavy-duty vehicles/equipment with higher costs often impacts the availability of funding for other asset needs throughout the organization.	CCOB management should explore long-term options for funding vehicle/equipment acquisitions and replacements, such as a vehicle/equipment fund that could be used to more strategically plan and budget for these assets.	High	1/2026	This is an important topic, especially considering the current budget shortfalls that are anticipated to begin in 2026. Minimal progress has been on this initiative to date. However, the $1.2 million reduction of the CIP replacement budget for 2026 should allow more time to develop a system to better anticipate and fund large purchases for the future.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Policies & Procedures	3	FM policies/procedures do not reflect an effective date, some policy documents are redundant, and there are opportunities to better organize this content so that it is more accessible.	FM should review its standard operating guidelines to ensure these documents reflect current best-practices and a revision date is included. Unfinished policies should be finalized and outdated policies should be archived. The guidelines should also be more accessible to staff. Finally, a maintenance schedule should be established so that the guidelines remain current.	Medium	1/2026	Efforts on this initiative are currently in progress, but additional time is necessary to fully implement the recommendation.
2024 Fleet Maintenance (12/20/2024)	Risk & Safety	Accident Report	4	Historically, an accident trend report was prepared periodically and shared with relevant senior management staff, rather than only being handled at the supervisory level, so that adverse trends could be identified and mitigated in a timely manner. However, due to employee turnover in the Risk & Safety function, this report is no longer being prepared and distributed.	The Accident Trend Report preparation, distribution, and review process should be reinstated on a quarterly basis. This report should eventually reflect accident data for a five-year minimum period and be shared with relevant senior management.	Medium	Implemented 1/1/2025	A quarterly Accindent Trend Report is now being prepared by the Risk & Safety Manager and shared with relevant senior leadership. While the report is somewhat high-level, complimentary meetings are also being scheduled with management in the departments that have more frequent accidents so that more specific information can be provided about the accident activity.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Training & Succession	5a	While FM adequately maintains training and certification records for its employees, there is currently no formal, documented training plan or succession plan that reflects the training content and skill development steps necessary for its employees.	FM should develop and document a formal Training Plan and Succession Plan for the FM Division.	Medium	1/2026	The FM Superintendent and Foreman are currently working on the formal training plan. Succession planning within Fleet is also tied to PW and is being implemented department wide. Currently waiting on PW Director/Deputy Director for more clarification on expectations and continuity throughout the divisions.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Training & Succession	5b	FM supervisory staff have expressed that at times they feel overloaded by their responsibilities that pull them in many directions. FM has a desire to have more qualified staff to support its operations, while also creating a career path for its Technicians.	There is sound rationale for the advanced Technician III role, which would also support FM succession planning efforts. Thus, the FM Superintendent should continue advocating for the Technician III position with PW management and Human Resources. It may also be necessary for FM to make a few concessions in how the role is structured in order to advance this initiative.	Medium	1/2026	Met with HR and Budget representatives for approval to move forward with Tech III reclassification position. Request for position, job description and interview questions have been finalized. Awaiting formal approval from HR/Finance to move forward with advertising, interviews and hiring timeframes.

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2024 Fleet Maintenance (12/20/2024)	PW/FM & Senior Services	Easy Ride Shuttle	6	When vehicles are serviced by the FM Division it generally requires the efforts of two employees, as well as two vehicles, when dropping off and picking up the vehicles at the FM Service Center. This is an inefficient use of resources and has been a pain point for FM since FM Technicians are often shuttling the vehicles. As a result, there is less time available to perform the repairs and maintenance work.	Senior Services and FM should continue exploring whether the use of the CCOB Easy Ride Shuttle is an option for CCOB employees to travel to/from the FM Service Center when picking up and dropping off CCOB vehicles for repairs and maintenance.	Low	Closed 9/1/2025	This collaborative effort has been further explored, but due to internal personnel restraints pending the new PW Director's approval, this is not a viable option at that time.
2024 Fleet Maintenance (12/20/2024)	City Manager's Office, City Attorney's Office, Finance	Aggregate Spend	7	While there are practical reasons for aggregate spend guidelines, there are also time and administrative costs associated with the process. There are also different interpretations related to the guidelines.	Management should consider alternatives to the aggregate spend reporting requirements that would improve the efficiency and effectiveness of the process, as well as the clarity of the guidelines.	Low	6/2026 9/2025	In preparation of the upcoming ERP, the Procurement Manual is being updated to reflect new operating practices and guidelines. During the ERP implementation there will most likely be other required updates. so this process may take several months. Aggregate Spend guidelines are being updated as part of this effort. Draft guidelines have been prepared, but not officially issued.
2024 Fleet Maintenance (12/20/2024)	City Manager's Office, City Attorney's Office, Finance	Procurement Thresholds	8	Procurement thresholds have not been updated in recent years. The CCOB also lacks a standard process for the routine review and adjustment of the procurement thresholds.	Management should evaluate current purchasing thresholds (including aggregate spend) and request adjustments of the threshold amounts from City Council as needed so that the CCOB is comparable to surrounding local governments. This would also be an opportunity to request that these newly established amounts be administratively updated on an annual basis using an agreed upon inflation adjustment. Finally, a benchmark analysis of neighboring Colorado local government purchasing limits should be prepared on a periodic basis (e.g. every three to five years) and presented to the City Council to provide assurance that the CCOB procurement thresholds are reasonable.	Low	6/2026 9/2025	See item 7 above
Overtime Expense (5/12/2025)	HR Police PW	Vacancy Rates	1a	Higher vacancy rates resulting from employee turnover or the inability to fill approved positions is a significant contributor to overtime. Since overtime hours have a premium, there is a greater cost to the organization when overtime hours are incurred. These backfilling efforts continue to be a challenge. The primary organizational concern should be focused on potential employee burnout due to the extra hours existing employees must work to cover the vacancies.	"Pre-emptive hiring" practices should be used more often when filling positions in business units that have experienced chronic staffing vacancies, such as the Police Department and Public Works Department. Pre-emptive hiring involves proactively forecasting potential attrition and recruiting candidates in anticipation of attrition before the position is vacant. This will help maintain staffing levels, avoid disruptions, allow sufficient time for training and onboarding activities, and ensure sufficient deployable staff are available to cover minimum staffing requirements. Most tenured employees would likely welcome the opportunity to train and share their knowledge with staff who would be succeeding them in the role.	Medium	12/2025	The success of this initiative will depend heavily on the candidate pool and CCOB funding in place to support a staffing model that allows the organization to pre-emptively hire and/or create a hiring list in anticipation of filling vacancies in order to meet minimum deployable staffing levels.
			1b		Human Resources Business Partners, and the business units they support, should continue to periodically (e.g. every two or three years) conduct a formal, documented walk-through of the steps involved in the recruiting/hiring process in order to identify opportunities that could improve the overall efficiency and effectiveness of the recruiting/hiring process. A documented process flow map and related standard operating procedures will help with training/cross-training efforts and improve the transparency and consistency of the process.	Medium	7/2027	In preparation for the implementation of a new Applicant Tracking System (ATS) as part of the new HRIS, Human Resources will be reviewing all of the steps involved in the recruiting/hiring process and making improvements to the process as a result of the efficiencies the new software provides. This process will include process documentation, SOPs and training guides for end users.

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			1c		Finally, Human Resources should consider expanding their existing referral bonus program that is in place for PD recruitments to departments outside of the PD for hard to fill positions.	Medium	4/2026	The expansion of this program will depend on available funding.
Overtime Expense (5/12/2025)	CMO	Overtime Reduction	2a	Overtime expenses are generally not the most cost-effective use of resources, so efforts to reduce overtime hours should be made whenever practical.	Regardless of the overtime reduction methods used, it is important that senior management clearly communicate to the organization that overtime should only be used when necessary. The availability of overtime budget does not justify incurring overtime expenses A unified “tone at the top” messaging will help remind employees and reinforce the expectations related to overtime.	Medium	Implemented	As part of the CCOB 2026 budgeting cycle currently in progress, senior management has been communicating to staff that fiscally conservative budgets are expected and unnecessary expenses, including overtime, should be avoided whenever possible.
Overtime Expense (5/12/2025)			2b		Provide additional incentives for employees to identify and implement improvements that improve operational efficiencies and reduce workloads. Modest bonuses and other reasonable perks could motivate employees to more critically evaluate their work activities. Public recognition of these employee efforts is also very important to employee morale and could assist with employee retention. Finally, consider including or expanding continuous process improvement goals in the employee performance evaluation process.	Medium	Closed	The intent of the CCOB annual employee bonus program is to recognize employees who demonstrate exceptional performance. This may include employees who contribute to continuous process improvement efforts that improve operational efficiencies that have a positive financial impact. Based on budget optimizaiton efforts, bonuses will be considered as appropriate.

City and County of Broomfield

City Council Regular Meeting

B. Broomfield Housing Programs Update

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Reports Item: 5B.

Presented By
Sharon Tessier, Housing Policy and Development Manager

Community Goals
☑ Thriving, Diverse, Safe and Welcoming Community

Overview

View Correspondence
View Presentation

Broomfield Housing Division housing update for 2025.

Attachments

Memo - Holistic Housing Update 2025

2025 Housing Division Housing Programs Update
Prepared By: Sharon Tessier, Housing Policy Manager
Lisa Sacker, Housing Programs Manager

Summary

View Correspondence
View Presentation

With City Council direction and support, the Housing Division has committed to a dynamic blend of strategies, partnerships, and community engagement initiatives aimed at providing housing stability and healthy neighborhoods. Grounded in a person-centered approach, the Housing Division recognizes housing is a shared responsibility essential to creating equitable, inclusive, and sustainable communities across all neighborhoods in the City and County of Broomfield (CCOB).

The Housing Division is part of the Economic Vitality Department, along with Economic Development. Economic Vitality highlights that every resident relies on our local economy, consisting of people of all ages, incomes, and abilities. The Department of Economic Vitality continues to evaluate, create, and modify programs, policies, and partnerships to stay relevant and ensure the needs of the community are being met. It is understood that a robust economy does not exclude people or places, and the department recognizes that the pillars of a healthy and diverse, economically vital community are business growth (small and large), workforce development (job creation, access, and stability), and housing (where business employees go to sleep at night).

The Housing Division leads with an approach promoting independence, well-being, accountability, and inclusion for and from individuals and households seeking support. The annual evaluation of policies, processes, resources, and structures intersecting with housing guides staff in addressing systemic phenomena affecting quality, reliability, and safety for residents at any given time. Data consistently shows the supply of income-aligned housing has not kept pace with demand. Households spending over 35%—and especially over 50%—of their income on housing could experience relief through a broader range of housing options reflecting the diverse needs of the community.

The data the Housing Division utilizes to guide their work has been collected from:

1. 2023 Housing Needs Assessment Update completed by Root Policy Research;
2. Broomfield Housing Solutions Forum Community Housing Strategic Plan, born from the collaboration of 40+ community partners including local government, faith-based organizations, non-profit organizations, people with lived experience, and private residents of Broomfield; and
3. 2025 Denver Regional Council of Governments(DRCOG) Regional Housing Needs Assessment, in response to the State of Colorado's passing of Senate Bill 24-174, known as the Sustainable Affordable Housing Assistance Law, which requires the Department of Local Affairs to develop reasonable guidance for a local government to identify areas of elevated risk of housing displacement.

Other sources of information and collaboration come from the Department of Local Affairs, specifically the Division of Housing, the Colorado Housing Finance Authority, Common Sense Institute, Urban Land Institute, and many more.

Three central themes surrounding best practices in housing security continue to exist:

1. The critical role of local partnerships in shaping housing stability
2. The deep connection between stable housing and whole-community health, safety, well-being, and economic vitality, and
3. The value of flexibility and adaptability in tailoring programs and projects to residents' lived experiences and evolving needs.

Additionally, there are three critical concerns where staff and community partners are experiencing uncertainty while remaining curious, current, and maximizing ways to leverage funding:

1. Increased homelessness and housing insecurity among seniors in Broomfield
2. The uncertainty of federal funding and how it will impact both the state, local funding and related programs. The trickle-down negative funding impacts from federal to state and state to local municipalities have the potential to create more housing insecurity and homelessness; and
3. The IHO program has been successful in creating income-aligned housing, which means there are fewer cash-in-lieu contributions made to the Housing Development Fund

The Housing Division programs outline a shared commitment to purposeful, equitable, and inclusive housing solutions, as well as close collaboration across departments in local government, with partners in the community, and neighbors across the Front Range. Staff is proposing to continue key programs into 2026 and has included information regarding providing additional assistance to seniors who are currently receiving Tenant Based Rental Assistance Program, as further detailed in the memorandum. Staff is also including a discussion regarding how the approach to the Inclusionary Housing Ordinance requirements can be considered in the context of ensuring support for the continuum of housing needs for the community.

Financial Considerations

The Housing Division continues to actively pursue diversified funding streams— from state and federal grants to philanthropic partnerships — and remains committed to building long-term financial sustainability. Local alignment and support, both strategic and financial, can play a catalytic role in unlocking broader investment and ensuring continuity of impact.

Housing Development Fund

The Housing Development Fund (HDF) has been utilized for gap financing on income-aligned housing projects, supporting the Broomfield Housing Alliance, and funding various housing programs.

Housing Development Fund (01-83200-*****) estimated end of 2024	$6,000,0000
Program Budget	**$6,000,000**

2025	**Amount**
Partial Property Tax Refund	$400,000
Down Payment Assistance Administration Match*	$75,000
Professional Services associated with HDF	$40,000
Mobile Home Assistance/Initiative	$50,000
Senior Sunshine Home Share	$25,000
Total	$590,000
Gap Financing to Ulysses Harvest Hill Loan (2025)	$2,000,000
Broomfield Housing Alliance 2025-2027 Support Grant Request (2025)	$450,000
Flatirons Habitat for Humanity Grant Request - property tax grant (2025)	$37,299

Repairs for CDBG Supported Work (2025)	$4,500
Total 2025 Expenditures	$3,081,799
HDF Balance 2025	$2,918,201

*Administration Match to State Down Payment Assistance Grant

2026	Amount
Partial Property Tax Refund	$500,000
Down Payment Assistance Administration Match*	$75,000
Professional Services associated with HDF	$89,500
Senior Sunshine Home Share	$25,000
Total	$689,500
BHA Allocation (2026)	$500,000
Total 2026 Expenditures	**$1,189,500**
HDF 2026 Balance	$1,728,701

*Administration Match to State Down Payment Assistance Grant

CDBG and HOME Funds

Broomfield receives federal HOME Investment Partnership Program (HOME) funds through its participation in the Boulder Broomfield Regional Consortium (Consortium). HOME funds can be used for the construction or rehabilitation of long-term affordable units or direct assistance to low-income families. Broomfield uses the HOME allocation to fund the Tenant-Based Rental Assistance(TBRA) program, administered by the Broomfield Human Services Department.

For the purposes of the Community Development Block Grant (CDBG) program, Broomfield is designated an "entitlement community" by the U.S. Department of Housing and Urban Development (HUD). This status allows Broomfield to receive an annual allocation of funding for housing and community development programs benefitting people with incomes ranging between low and moderate incomes, between 30% and 80% Area Median Income (AMI). These funds are utilized for the Home Rehab and the Paint-A-Thon programs administered by Brother's Redevelopment Inc., and the Economic Development Division has seen success in using the funds for their Small Business Grants to help business owners expand their services or their staff. Since 2018, there have been over 100 households served with the home repair program; 20 businesses have been supported to increase employment or expand services within their establishments.

Program Funding	Amount
Community Development Block Grant Fund Allocation (FY25)	$284,341
HOME (01-83100-43100 G23HA05)	$109,656

General Funds

The general fund has been utilized to support the Partial Property Tax Refund program for those at 61-80% AMI.

Program Funding	Amount
Partial Property Tax Refund (61-80% AMI)	$100,000
Total Expenditures	**$100,000**

Prior Council or Other Entity Actions

May 27, 2025 Resolution No 2025-87 Approving an Amended and Restated Intergovernmental Agreement between the City and County of Broomfield and The Broomfield Housing Authority.

January 28, 2025 Resolution 2025-42 Approving the 2025 Subrecipient Agreement for theTenant Based Rental Assistance

December 3, 2024 Resolution 2024-105 Authorizing the continuation of the Partial Property Tax Refund Program for the 2025 year

January 23, 2024 Resolution 2024-27 Approving the Expansion of the Broomfield Partial Property Tax Refund Program for 2024

November 1, 2022 Resolution 2022-123 Authorizing and Approving a Partial Property Tax Refund for Seniors, Disabled Veterans, and People with Disabilities.

July 30, 2024 Resolution 2024-76 Approving a $2M Loan from the Housing Development Fund to Ulysses Development Group for the Harvest Hill Development

May 14, 2024 Resolution 2024-60 Approving Down Payment Assistance Program Modification

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A

Background

Local Partnerships

The Housing Division continues to cultivate and strengthen critical relationships by actively engaging with diversified community partners who share strategic initiatives, collaborative action, informed policy, and systemic change.

The table below includes three categories of Area Median Incomes (AMI), ranging from 0-120% AMI, contains four distinct groups of collaborators addressing the needs in the community, and highlights gaps in housing security (production, services, and funding).

	0-30% AMI $0-$32,330 for 3-person household	30-60% AMI $35,221-$70,440 for 3-person household	60-120% AMI $70,441-$140,880 for 3-person household
Broomfield Housing Division	Various Housing Programs (see Program Table below)	Gap Financing - for income-aligned developments Various Housing Programs (see Program Table below)	Inclusionary Housing Ordinance Various Housing Programs (see Program Table below) For-Rent & For-Sale Programs
Department of Human Services	Benefits and Services Severe Weather Activation	Some Rental Assistance Enrollment in Benefits and Services	
Broomfield Housing Alliance (BHA)	Housing Choice Vouchers	Developer For-Rent Housing Land Acquisition for future development Special Limited Partner Landlord Engagement	
Nonprofits/Faith-based communities	Limited rental assistance Limited Services Limited case managers	Limited rental assistance Limited Services Limited case managers	
Current Gap(s) and	Permanent Supportive Housing/ Transitional Housing Housing for Seniors Wrap Around Services Limited Number of overall Broomfield Housing Vouchers	1,500 Income-Aligned Units, particularly 30,40, and 50% AMI Seniors and people with disabilities are being priced out of LIHTC apartments due to the Cost of Living and yearly increases for LIHTC by CHFA and HUD.	Sustainable Funding Source Variety of Middle-Income Earner Housing types (Starter homes) that goes above the 35% debt to ratio of income for down payment assistance.

*All partners rely heavily on grants and do their best to leverage state and federal funding
** Area Median Income (AMI) data according to the 2025 Colorado Housing and Finance Authority (CHFA).

Production and Investments in Housing Development Made by CCOB

Since the inception of the Inclusionary Housing Ordinance in 2021, the Housing Division secured approximately $11 million from the cash-in-lieu option. The Municipal Code requires the cash-in-lieu

payments to be deposited into the Housing Development Fund to be used exclusively to support the preservation or development of affordable housing, at or below 100% of AMI, and for the administration and compliance of housing programs.

To date, revenue generated for the Housing Development Fund has and continues to be intended for three primary purposes:

1. To create a funding mechanism to close the gap in capital stack funding for the development (production) of new income-aligned housing ranging between 30-60% Area Median Income (AMI)
2. To preserve the already existing income-aligned housing stock;
3. To secure housing stability via housing programs to address the most vulnerable populations—seniors on a fixed income, people with 100% documented disabilities, single-parent households, teens emancipated from the foster care system, and people who have historically been marginalized and excluded from equal and equitable access to income-aligned housing.

By 2027, approximately 400 affordable units will be delivered across multiple developments, serving households earning between 30% and 70% of the Area Median Income (AMI). These developments were made possible with the assistance of funding from CDBG, Housing Development Fund, and Low Income Tax Credits:

For Rent Apartments, Construction Completed between 2022-2024

- 159 Crosswinds at Arista
- 50 Northwest Apartments
- 50 The Academy Place

For Rent Apartments, To Be Constructed between 2025-2027

- 152 Harvest Hill
- 40 The Grove at Cottonwood - prioritizing people with Intellectual and Developmental Disabilities

In addition to the above, Broomfield's Housing Development Fund has also provided assistance to the Broomfield Housing Alliance through a no-interest loan of $200,000 to allow acquisition of property within the Vista Pointe subdivision. This property is intended for the future site of approximately 65 more homes for seniors and people with intellectual and developmental disabilities.

Inclusionary Housing Ordinance (IHO)

The IHO focuses on middle-income earner households who rent 60-80% AMI and who are homebuyers seeking for-sale homes 80-100% AMI. Broomfield's IHO requires new developments to either incorporate income-aligned units into their developments, provide cash-in-lieu of units, or reach an alternative agreement.

Through Broomfield's efforts to ensure income-aligned housing is included as part of new residential developments, the following projects are currently underway or were recently constructed with inclusionary units:

For-Sale Townhomes

- 16 Grand Vue
- 28 Palisade Park
- 32 Dillon Pointe

Apartments between 60-80% AMI

- 41 Bridges at Flatirons

- 69 Novel at Flatiron
- 91 Vista Highlands
- 70 Fairfield Highlands

Per the IHO regulations, the cash-in-lieu fee must be reviewed by the Housing Division on or before the fourth anniversary of the adoption of Ordinance No. 2187, which occurred on October 25, 2022, thereby requiring review of the cash-in-lieu fee by October 25, 2026. Staff anticipates beginning the review of the cash-in-lieu and IHO as a whole during the first half of 2026 to meet this requirement and will include the evaluation in its annual report to Council in fall 2026.

Current Issues

Seniors are the fastest-growing population experiencing Homelessness and Housing Insecurity

The most recent Point-in-Time Homelessness Survey (January 2025) showed a slight decline in Broomfield's overall homeless population, largely due to programs like the Severe Weather Activation Program. However, the share of seniors experiencing homelessness increased to 33% and is projected to rise further due to Medicaid cuts and reductions in federal funding. This means chronic homelessness rose to 55% in 2025, up from 42% in 2024. Coupled with rising rents, this trend puts more seniors at risk of losing their housing.

Currently, over 350 seniors are severely cost-burdened, with some spending 80% or more of their income on housing.

To address this crisis, Housing partnered with Self-Sufficiency to expand the Tenant-Based Rental Assistance (TBRA) program to include seniors. While successful, TBRA provides support for only two years (program term limit). Additional detail is provided below regarding a potential opportunity to assist seniors transitioning off the TBRA program to minimize displacement and homelessness and increase housing security among Broomfield seniors.

Federal Dollars

The US Department of Housing and Urban Development (HUD) allocates approximately $115,000 HOME dollars from HUD to support the TBRA program. Fund uses could be redirected from programs to development.

The most recent bill from the 119th Congress includes significant expansions to housing funds, particularly for Low-Income Housing Tax Credits (LIHTC). It permanently increases 9% LIHTC allocations by 12% and lowers the private activity bond financing threshold from 50% to 25% for properties placed into service after December 31, 2025. This is expected to finance the creation or preservation of approximately one million additional affordable rental homes over 10 years, according to the National League of Cities.

The unknowns regarding potential budget cuts and changes may reduce funding for or restructure how CDBG and HOME funds are used.

Housing Development Fund

Over the past two years, the Inclusionary Housing Ordinance (IHO) has consistently generated housing units rather than cash-in-lieu payments. The Housing Development Fund (HDF) has been deployed for gap financing on income-aligned housing projects, supporting the Broomfield Housing Alliance, and funding various housing programs.

This approach is achieving the IHO's primary objective of creating units, typically serving households between 60-120% Area Median Income (AMI), depending on whether they are rental or ownership properties.

However, because developers are choosing to provide units rather than pay cash-in-lieu, Broomfield currently lacks the additional funding capacity needed for gap financing and housing program support—both of which primarily serve households at or below 60% AMI, as well as the long-term support for Broomfield Housing Alliance.

Investment in Broomfield Housing Alliance

Since launching the independent housing authority in 2021, now called Broomfield Housing Alliance (BHA), the City and County of Broomfield has invested approximately $3.5 million between 2021 and 2025 - early seed funding and provided in-kind operational support, and a zero percent loan for land acquisition. More recently, a $1 million commitment was made to support BHA between 2026 and 2027 ($500,000 per year) as they transition toward financial independence.

The Broomfield Housing Alliance plays a vital role in building and managing affordable homes and securing over 50 new housing vouchers. Equally noteworthy, the City and County of Broomfield remains its primary investor. Together, BHA and CCOB provide the opportunity for income-aligned housing in Broomfield. Both entities assist in securing tax credits, and each provides different opportunities to make a project work. Local governments and housing authorities often work together to ensure a wide variety of housing types meet the wide range of needs. Housing authorities have the capacity to become a Special Limited Partner (SLP) to developers in Broomfield who bring Low-Income Housing Tax Credits.

In collaboration with the housing authority, the City and County of Broomfield is able to provide gap financing and secure fee waivers for developers. The most common are building permit fees, plan review fees, and the absence of property tax contributions to the City and County of Broomfield from the developer for over a decade—costs which add up and impact long-term community investment. Each residential development contributes to the shared internal investment.

While it is understood that BHA is intending to move toward financial independence, it is expected that BHA will still request additional funding past 2027, although the amount of funding to be requested is not yet known. A separate intergovernmental agreement will need to be considered in 2027 to address a future request. Currently, the Housing Development Fund has provided the revenue to support the BHA annual funding requests, but as noted in this memo, the HDF has a highly fluctuating revenue source and therefore will need to be closely monitored and considered prior to proceeding with the future IGA.

2025 Broomfield Housing Programs and Projects

Over the last three years, the Housing Division has successfully been involved with multiple departments and has funded, created, managed, and/or administered 8 programs. The table below includes all of the housing programs to date, with the exception of the Utility Rate Assistance Fund (URAF), which was administered by the Housing Division because of their previous experience and success with the Partial Property Tax Refund program, but the program is part of the CCOB Utilities Department.

At the request of the City Council, the URAF was put in place to assist eligible residents during the transition year of the water rate increases. Two limited-term employees were brought on board for a portion of 2025 to assist with this effort. The URAF program is now proposed to continue into the future, and staff are currently considering how the administration for this program will continue into future years.

Program	Funding Source	AMI %	Budget 2025	Actual 2025 (through July)	Population	Households Served
Home Repair	CDBG	≦80	$235,000	$133,286	Homeowners-older adults, veterans with disabilities and people with disabilities	10
Paint-a-thon	CDBG	≦80	$15,000	$15,000*	Senior homeowners	5
TBRA	HOME	≦60	$200,000 (utilizing roll-over funding from COVID until 2027)	$120,496	Seniors and families at risk of or experiencing homelessness. Enrolled seniors beginning 5.1.24 5 seniors coming off 4.30.26 8 seniors coming off 5.31.26	23 and 5 more in the queue
Partial Property Tax	HDF	≦60	$400,000	$389,367	Senior Homeowners, veterans with documented 80% disability People with documented 100% disability	1054
Partial Property tax expansion	General Fund	61-80	$100,000	$87,474	Senior Homeowners, veterans with documented 80% disability People with documented 100% disability	250
Colorado Legal Services	HDF	≦35	$7,000	$7,000	All populations at or below 200% Federal poverty level	22
Sunshine Home Share	HDF	≦80	$25,000	$ 12,498	Senior homeowners Adults 18+ as home seekers	7 matches 10 financial consults
Down Payment Assistance Program	HDF	80-120	$75,000	$ 41,000	Adults 18+ middle-income first-time homebuyers with a priority on those who have historically been	4
**Mobile Home Park Initiative	HDF	All	$50,000	$4,167	The program started July 1. All residents of mobile home parks with no income restrictions	955 qualifying households

**Program launched in 2025 in partnership with Colorado Poverty Law Project

As the Housing Division prepares to continue its current suite of programs through 2026, staff recommends that Council consider strategic modifications to better serve residents experiencing the greatest need.

Partial Property Tax Refund Program Modifications

In 2022, City Council approved the Partial Property Tax Refund Pilot Program for 2023 and 2024 to provide a partial property tax rebate for income-qualified seniors, disabled veterans, and persons with disabilities. These individual households often are fixed-income or have work opportunities where wages and salaries

grow at a slower rate. The program came about because housing values locally and across the state were rising at a rate higher than median household income growth. This resulted in seniors, disabled veterans, and persons with disability households becoming increasingly cost burdened (spending more than 50% of their income on housing).

The amount of partial property tax refund is determined by calculating the difference between the full residential property tax between the 2022 tax bill (for 2021 taxes) and the current year's property tax (tax bills 2023 and 2024). The maximum refund was set at $1,000. For households up to 60% AMI, the average refund issued to date in 2025 was $530.

In 2025, Broomfield is on track to utilize the budgeted $400,000 for the PPTR program from the Housing Development Fund as well as the $100,000 budgeted from the General Fund. It's important to note that the future of property tax relief remains uncertain. A legislative special session beginning on August 21, 2025, may alter existing expectations. The temporary discounts enacted by the 2021 legislature are set to expire in 2025, which will increase taxes for some households who qualified for the state program.

Moving forward into 2026, staff is recommending continued funding for the program with potential adjustments to the calculation methodology and eligibility criteria given the changing property tax landscape. Due to the temporary discounts provided by the State expiring, staff recommends budgeting an increase of $100,000 for the PPTR program for households up to 60% AMI at this time from the Housing Development Fund. A separate memorandum will be brought forward for City Council's review and consideration if changes are deemed appropriate for the program and an amendment to the 2026 budget (if applicable) could be brought forward based on the direction provided at that future meeting.

Seniors Transitioning Off the Tenant-Based Assistance (TBRA) Program

With the goal of directly addressing housing instability among vulnerable populations, especially older adults on fixed incomes, staff is recommending Council consider expanding the tenant based assistance for seniors transitioning off the Tenant-Based Rental Assistance (TBRA) program funded through HOME funds.

The TBRA program limits assistance to no more than two years through the HOME funding and staff believes it is important to provide additional support for these cost burdened seniors to ensure their housing stability moving forward. The long term plan for the majority of seniors assisted with the TBRA program is to assist them with applying for permanent subsidized housing so that they can afford to pay for their own housing or they may be transitioning to assisted living arrangements. However, some residents may need additional time prior to obtaining subsidized housing or may have health conditions that limit their ability to move to new housing. For these residents, staff is recommending Council consider providing transitional support through a continuation of the rental assistance program for seniors.

Staff is proposing to utilize funds from the Housing Development Fund for the expanded PPTP to continue providing rental assistance for these seniors. The funding is not expected to exceed $87,000 in its first year (2026) and at this time staff is estimating future years may be up to $150,000. If supported by City Council, this program would begin in 2026 and the program would be reflected in the first amendment to the 2026 budget. City Council would consider the amendment to the 2026 budget in early 2026.

Next Steps and Future Considerations

Given the evolving landscape of housing needs and revenue stream challenges, staff has identified the following areas of focus for the Housing Division moving forward into 2026 to ensure Broomfield's housing programs remain impactful and financially sustainable:

- Preferred IHO Compliance Approach
  Guided by City Council and community input, staff have been communicating a strong preference for new residential developments to meet Inclusionary Housing Ordinance (IHO) requirements through on-site units. On-site units typically address housing needs for those who are at 60% AMI or above. Staff would like to know if Council is open to considering mixed solutions that combine on-site units with cash-in-lieu, which would help to achieve both on-site units (60% AMI and above need) as well as opportunities for the HDF to be utilized to support gap financin,g which can address housing units and support for those below 60% AMI.

- Diversified Funding for Housing Stability
  Actively pursue grants and innovative local funding sources to support housing stability programs—especially for seniors and vulnerable residents—reducing reliance on a single revenue stream.

- Prioritizing Preservation and Support for Existing Residents: While continuing to support the development of new affordable housing units, strengthen the focus on programs aimed at preserving existing affordable housing stock and providing direct support to prevent displacement and ensure housing stability for current residents. This includes expanding services addressing the unique challenges faced by seniors on fixed incomes and those severely cost-burdened.

Council Considerations

With Council's support, staff will proceed with working with future residential developers to incorporate a hybrid approach ("alternative agreement") to meet the requirements of the IHO through a combination of primarily on-site units (80%) with a smaller portion of the requirement met with cash-in-lieu of units (20%). City Council would continue to be able to provide additional comments and direction through concept reviews and consideration of individual housing development plans.

In addition, staff will continue to move forward with extending support to seniors being assisted through the TBRA program to ensure they are able to transition to permanent subsidized housing through the use of Housing Development Funds in 2026 (not to exceed $87,000 in 2026). If supported by Council, staff will work to develop this transitional program and City Council will consider the funding through the Housing Development Fund as part of the first amendment to the 2026 budget (to be considered in early 2026).

City and County of Broomfield

City Council Regular Meeting

C. Broomfield Housing Alliance Annual Update 2025

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Reports Item: 5C.

Presented By
Robert Smith, Director of Economic Vitality

Community Goals
☑ Thriving, Diverse, Safe and Welcoming Community

Overview

View Presentation

The Broomfield Housing Alliance (BHA) will offer a 2025 Annual Update to City Council and the public. This is in alignment with the Intergovernmental Agreement (IGA) approved in May of this year between CCOB and the BHA.

2025/05/27 - 7B Proposed Resolution Broomfield Housing Alliance Intergovernmental Agreement

City and County of Broomfield

City Council Regular Meeting

A. Minutes for Approval

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Consent Items Item: 6A.

Presented By
Crystal Clemens, City Clerk

Community Goals

Overview

View Presentation

Approval of Minutes for the Regular Council Meeting of August 12, 2025.

Attachments

August 12 2025 Regular Meeting Minutes.pdf

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

August 12, 2025, 6:00 PM - August 12, 2025, 9:24 PM

Roll Call: *(The following members were in attendance)*

- **Guyleen Castriotta,** Mayor
- **James Marsh-Holschen,** Ward 1
- **Kenny Van Nguyen,** Ward 1
- **Paloma Delgadillo,** Ward 2
- **Austin Ward,** Ward 2
- **Jean Lim,** Ward 3
- **Deven Shaff,** Mayor Pro Tem, Ward 3
- **Laurie Anderson,** Ward 4
- **Bruce Leslie,** Ward 4
- **Heidi Henkel,** Ward 5
- **Todd Cohen,** Ward 5

Also Present:

- Jennifer Hoffman, City and County Manager
- Anna Bertenzetti, Deputy City and County Manager
- Dan Casey, Deputy City and County Manager
- Nancy Rodgers, City and County Attorney
- Michelle Parker, Deputy City and County Clerk
- And various staff members

The Mayor called a recess at 8:08 p.m. The meeting reconvened at 8:18 p.m.

1. Meeting Commencement

1.A. Pledge of Allegiance- 6:02 PM

1.B. Review and Approval of Agenda- 6:02 PM

2. Petitions and Communications

2.A. Employee Appreciation Proclamation- 6:03 PM

2.B. National NonProfit Day Proclamation- 6:06 PM

2.C. Proclamation Declaring August 25-29, 2025 as SMART Week in Broomfield- 6:19 PM

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

Councilmember Nguyen moved to approve Consent Items 6A - 6E. The motion, seconded by Councilmember Delgadillo, passed 10-0.

6.A. Minutes for Approval- 6:37 PM

6.B. Industrial Lane Phase II Construction Design Amendment and Construction Agreement- 6:37 PM

6.C. Parking Lot Repair and Replacement Construction Agreement and Consulting Amendment- 6:37 PM

6.D. Midway Boulevard Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) - 6:37 PM

6.E. LightGig Master License Agreement (Fiber to Home)- 6:37 PM

7. Action Items

7.A. Six Proposed Ordinances with Potential Charter Changes - Second Reading- 6:42 PM
Public Hearing was opened at 6:42 PM and closed at 7:13 PM

Councilmember Leslie moved to approve Ordinance No. 2276, submitting to a vote of Broomfield registered electors a proposed amendment to the Broomfield Charter to remove outdated provisions and update language. The motion was seconded by Councilmember Ward, and passed 10-0.

Councilmember Marsh-Holschen moved to approve Ordinance No. 2277 submitting to a vote of Broomfield registered electors a proposed amendment to Section 4.6 of the Broomfield Charter, Qualifications of Elected Officials. The motion was seconded by Councilmember Ward.

- Councilmember Ward moved to introduce an amendment, seconded by Councilmember Cohen. The motion passed 10-0.
- Councilmember Ward moved to make a non-substantive change to the language due to a scrivener's error. Seconded by Cohen, the motion passed 10-0.
- Councilmember Anderson introduced a friendly amendment to the motion to amend, which was accepted by Councilmember Ward.

The original motion, as amended, passed 10-0.

Councilmember Nguyen moved to approve Ordinance No. 2278 submitting to a vote of Broomfield registered electors a proposed amendment to Section 4.7 of the Broomfield Charter regarding vacancies. The motion was seconded by Councilmember Ward, and passed 9-1. Mayor Pro Tem Shaff voted no.

Councilmember Anderson moved to approve Ordinance No. 2279 submitting to a vote of Broomfield registered electors a proposed amendment to the Broomfield Charter that would require Council to adopt a Code of Ethics. The motion was seconded by Councilmember Marsh-Holschen, and passed 8-2. Mayor Pro Tem Shaff and Councilmember Henkel voted no.

Mayor Pro Tem Shaff moved to approve Ordinance No. 2280 submitting to a vote of Broomfield registered electors a proposed amendment to Section 6.8 of the Broomfield Charter that would make emergency ordinances effective immediately. The motion, seconded by Councilmember Henkel, passed 10-0.

Councilmember Leslie moved to approve Ordinance No. 2281 submitting to a vote of Broomfield registered electors a proposed amendment to Section 16.2 of the Broomfield Charter regarding Intergovernmental Agreements. The motion was seconded by Councilmember Ward and passed 9-1. Councilmember Henkel voted no.

7.B. Public Hearing Medium Density Residential Zone District Updates Ordinance - Second Reading- 7:34 PM

Public Hearing was opened at 7:34 PM and closed at 7:56 PM
Councilmember Ward moved to approve Ordinance No. 2275 to amend the Broomfield Municipal Code, Title 17 related to medium to high density residential zoning. The motion, seconded by Councilmember Nguyen, passed 8-2. Councilmembers Lim and Leslie voted no.

7.C. Public Land Dedication Ordinance - First Reading- 8:18 PM

Councilmember Henkel moved to approve Ordinance No. 2273 to amend the Broomfield Municipal Code, Title 16 and Title 17 related to Public Land Dedication and other Definitions related to Open Space and Recreation Facilities. The motion, seconded by Councilmember Nguyen, passed 10-0.

7.D. Intergovernmental Agreement (IGA) with the City of Louisville for Leases of Fully Consumable Water to Each Other- 8:59 PM

Councilmember Leslie moved to approve Resolution No. 2025-14 to enter into an Intergovernmental Agreement with the City of Louisville for Leases of Fully Consumable Water to Each Other. The motion, seconded by Councilmember Ward, passed 10-0.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

_____

Mayor Castriotta

_____

Office of the City and County Clerk

City and County of Broomfield

City Council Regular Meeting

B. Proposed Resolution to Approve Intergovernmental Agreement for Coordinated Election

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Consent Items Item: 6B.

Presented By
Crystal Clemens, City Clerk

Community Goals

Overview

View Correspondence
View Presentation

Staff is seeking Council approval for legally required Intergovernmental Agreements (IGAs) with school districts within the City and County of Broomfield that desire to have a question on the ballot in the November 4, 2025 Coordinated Election.

Attachments

Memo 2025 Election IGA .pdf
RESOLUTION NO 2025-132.pdf
2025 Adams 12 Five Star Schools_ IGA Signed Agreeemnt - Broomfield.pdf
IGA - signed Aims College District - Coordinated Election 110425.pdf
BVSD RE-2 Broomfield IGA 2025.pdf
Executed School District 27J 2025 Election IGA Broomfield.pdf
2025 Jeffco Public Schools IGA Signed Agreement - Broomfield.pdf
2025 St. Vrain Valley School District RE-1J IGA Agreement-SVVSD Signed.pdf
2025 Weld RE8_IGA_Signed.pdf

Memo for Resolution 2025-132 approving Seven IGAs for the November 4, 2025 Coordinated Election.
Prepared By: Crystal Clemens, City and County Clerk and Recorder

Summary

View Correspondence
View Presentation

Staff is seeking Council approval for legally required Intergovernmental Agreements (IGAs) with school districts within the City and County of Broomfield that desire to have a question on the ballot in the November 4, 2025 Coordinated Election.

C.R.S. §1-7-116(2) requires that jurisdictions wishing to place contests or questions on a ballot being coordinated by the county clerk enter into an IGA with that county that allocates responsibilities between the county clerk and the jurisdictions.

Notification of "intent to coordinate" has been received from Adams 12 Five Star Schools, Aims College District, Boulder Valley School District RE-2, School District 27J, Jeffco Public Schools, St. Vrain Valley School District RE-1J, and Weld County School District RE-8.

The noted school districts notified the Election Division of their intent to participate in the upcoming election ahead of the July 25, 2025 deadline set by C.R.S. §1-7-116(5). Ballot content certification is due September 5, 2025, per C.R.S. §1-5-203(3)(a).

IGA's have been issued to the districts and are due back to the Election Division by August 26, 2025, per C.R.S. §1-7-116(2). The statutory timeline and varied meeting schedules of the district boards prevent the Elections Division from being able to provide jurisdiction-signed IGAs from all the school districts for Council consideration and approval in a combined packet. These are standard IGAs and the Election Division and CIty and County Attorney's office do not expect any substantial changes to the form of the agreements included in this packet.

Pursuant to Section 16.2 of the City Charter, approval of an intergovernmental agreement requires a two-thirds affirmative vote of the entire Council.

Financial Considerations

The participating jurisdictions reimburse Broomfield for a proportional share of the election expenses. The charges to the entities will be $1.50 per voter to participate in the election. The minimum amount charged to a coordinating jurisdiction with voters is $200. The current voter count per district is shown in the table below.

Sources and Uses of Funds	Amount
Adams 12 Five Star Schools (28,435 current voter count)	$42,652.50
Aims College District (16 current voter count)	$200.00
Boulder Valley School District RE-2 (21,424 current voter count)	$32,136.00
School District 27J (0 voter count)	$0

Sources and Uses of Funds	Amount
Jeffco Public Schools (5,292 current voter count)	$7,938.00
St. Vrain Valley School District RE-1J (2,220 current voter count)	$3,330.00
Weld County School District RE-8 (16 current voter count)	$200.00

Prior Council or Other Entity Actions

The council has approved intergovernmental agreements for election services annually.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the intergovernmental agreements, the appropriate motion is…

That Resolution No. 2025-132 be adopted.

Alternatives

There are no alternatives as the City and County Clerk is required by law to administer these elections and intergovernmental agreements with political subdivisions are a statutory requirement.

RESOLUTION NO. 2025-132

A Resolution authorizing Intergovernmental Agreements for Election Services between the City and County of Broomfield and the Adams 12 Five Star Schools, Aims Community College, Boulder Valley School District RE-2, School District 27J, Jeffco Public Schools, St. Vrain Valley School District RE-1J, and Weld County School District RE-8

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

Section 1.

The Intergovernmental Agreements between the City and County of Broomfield and the Adams 12 Five Star Schools, Aims Community College, Boulder Valley School District RE-2, School District 27J, Jeffco Public Schools, St. Vrain Valley School District RE-1J, and Weld County School District RE-8 for election services for the November 2025 election, are approved.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the Intergovernmental Agreements, in substantially the form attached hereto and in final form approved by the City and County Attorney's Office.

Section 3.

This resolution is effective upon its approval by the City Council.

Approved on August 26, 2025.

The City and County of Broomfield, Colorado

_____

Mayor

Attest:

_____

Office of the City and County Clerk

Approved as to form:

NCR

_____

City and County Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

Adams 12 Five Star Schools

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and Adams 12 Five Star Schools, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Stephanie M. Hicks as its Designated Election Official (hereafter "DEO).

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

G. "**IGA**" or **"Agreement"** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Adams 12 Five Star Schools.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors

in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**SOS Election Calendar**" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.

P. **"TABOR"** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.

G. Send a certified list of registered voters to the Jurisdiction via secure transfer.

H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:

1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.

J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com

K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.

2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

county and agreeing upon ballot measure numbers for shared issues and questions.

L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

Q. If the Jurisdiction's election includes a TABOR issue, the City and County shall perform the following duties relative to the TABOR Notice:

1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.

2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

4. Post the TABOR Notice on www.votebroomfield.com

5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is $200.

R. Hire, instruct, and oversee election judges and temporary workers necessary for the conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;

2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at https://www.coloradosos.gov and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)

I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no response is received within 24 hours the layout and text will be deemed to be approved and will

be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

2. Prepare a financial summary for each ballot question or issue.

3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.

4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:
Penny Norman
City and County of Broomfield
Elections Division
One DesCombes Dr
Broomfield, Colorado 80020
Phone: (303) 464-5874
Fax: (303) 410-3815
Email: pnorman@broomfield.org

Jurisdiction
Stephanie M Hicks
Designated Election Official
Adams 12 Five Star Schools
1500 E 128th Ave
Thornton, CO 80241
Entity Phone: (720) 972-4144
Email: stephanie.m.hicks@adams12.org

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

_____
Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
Office of the City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

NAME OF JURISDICTION

Adams 12 Five Star Schools

BY: Lori Goldstein

(Title) President

APPROVED AS TO FORM:

Attorney for Jurisdiction

ATTEST:

GENERAL COUNSEL

(Title)

Attachment A

IGA Attachment A - Key Election Dates (subject to change)

CRS 1-7-116(2) - Tuesday, August 26, 2025
Deadline for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the 2025 Coordinated Election. (No later than 70 days before the election)

CRS 1-5-203(3)(a) - Friday, September 5, 2025
Last day for the DEO from each political subdivision, certification must be delivered to the county clerk and recorder. (No later than 60 days before the election)

CRS 1-5-203(1) - Monday, September 8, 2025
Last day for the Secretary of State to send notice and certification of the Coordinated Election to the county clerks. (No later than the 57th day before the Coordinated Election)

IGA Section 2.3 (J) - Monday, September 8, 2025
Last day for the jurisdiction's candidate to use the candidate hotline (720-660-5670) to record a voicemail with the phonetic pronunciation of their name, title of the race and jurisdiction for which they are running.

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 19, 2025
Last day to file pro/con comments pertaining to local ballot issues with the DEO in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 20, 2025
Last day for the Elections Division to transmit ballots and ballot materials to overseas military voters for the 2025 Coordinated Election. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 22, 2025
Last day for the DEO to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)

Logic and Accuracy Test (L&A) - Thursday, September 25, 2025 (Tentative)

Ballots mailed to voters - Monday, October 13, 2025

General Election - Tuesday, November 4, 2025

Risk Limiting Audit (RLA) - Tuesday, November 18, 2025 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 21, 2025 (Tentative)

Attachment B

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

Attachment C

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue
Notice Example
Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election
Official: [Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question

Number] Ballot Title

and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/05/25. It is required with your Ballot Issue Notice submission which is due on 9/19/25.

Fiscal Year Spending Information:

Year(Current fiscal year estimated)	[$0,000,000]
Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Year (Actual) [$0,000,000]
Year (Actual) [$0,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]
Overall dollar amount change: [Insert $ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase:[amount of spending]

Information on Current Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000]
Total repayment cost:
[$0,000,000]

Information on Proposed Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000] Total repayment cost:
[$0,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Attachment D

IGA Attachment D - Expected Reimbursement Range

The participating jurisdictions reimburse Broomfield for a proportional share of the election expense. The charges to the entities will be $1.50 per registered voter to participate in the election. The minimum amount charged to a coordinating jurisdiction is $200. The current voter count per district is shown in the table below.

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	28,435	$42,652.50	$44,785.13
Aims Community College	16	$200	$200
Boulder Valley RE-2	21,424	$32,136	$33,207.20
27J Schools	0	$0	$0
Jeffco Public Schools	5,292	$7,938	$8,202.60
St. Vrain Valley School District RE-1J	2,220	$3,330	$3,441
Weld County School District RE-8	15	$200	$200

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

Aims College District

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and Aims College District, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Jerry Harvey as its Designated Election Official (hereafter "DEO).

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

G. "**IGA**" or **"Agreement"** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Jeffco Public Schools.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors

in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**SOS Election Calendar**" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.

P. "**TABOR**" means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.

G. Send a certified list of registered voters to the Jurisdiction via secure transfer.

H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:

1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.

J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com

K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.

2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

county and agreeing upon ballot measure numbers for shared issues and questions.

L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

Q. If the Jurisdiction's election includes a TABOR issue, the City and County shall perform the following duties relative to the TABOR Notice:

1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.

2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

4. Post the TABOR Notice on www.votebroomfield.com

5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is $200.

R. Hire, instruct, and oversee election judges and temporary workers necessary for the conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;

2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at https://www.coloradosos.gov and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)

I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no response is received within 24 hours the layout and text will be deemed to be approved and will

be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

2. Prepare a financial summary for each ballot question or issue.

3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.

4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:
Penny Norman
City and County of Broomfield
Elections Division
One DesCombes Dr
Broomfield, Colorado 80020
Phone: (303) 464-5874
Fax: (303) 410-3815
Email: pnorman@broomfield.org

Jurisdiction
Jerry Harvey
Designated Election Official
Aims College District
5401 W 20th St, PO Box 69
Greeley, CO 80632
Entity Phone: (970) 339-6211
Email: jerry.harvey@aims.edu

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

_____
Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
Office of the City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

NAME OF JURISDICTION

Aims College District

BY: [signature] 6/11/25

(Title) CEO/President

APPROVED AS TO FORM:

See attached
Attorney for Jurisdiction

ATTEST:

[signature]
(Title) DCO

NAME OF JURISDICTION

Aims College District

BY: _____ 6/11/25

(Title) CEO/President

APPROVED AS TO FORM:

_____

Attorney for Jurisdiction

ATTEST:

_____

(Title) DEO

Attachment A

IGA Attachment A - Key Election Dates (subject to change)

CRS 1-7-116(2) - Friday, August 26, 2025
Deadline for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the 2025 Coordinated Election. (No later than 70 days before the election)

CRS 1-5-203(3)(a) - Friday, September 5, 2025
Last day for the DEO from each political subdivision, certification must be delivered to the county clerk and recorder. (No later than 6 days before the election)

CRS 1-5-203(1) - Monday, September 8, 2025
Last day for the Secretary of State to send notice and certification of the Coordinated Election to the county clerks. (No later than the 57th day before the Coordinated Election)

IGA Section 2.3 (J) - Monday, September 8, 2025
Last day for the jurisdiction's candidate to use the candidate hotline (720-660-5670) to record a voicemail with the phonetic pronunciation of their name, title of the race and jurisdiction for which they are running.

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 19, 2025
Last day to file pro/con comments pertaining to local ballot issues with the DEO in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 20, 2025
Last day for the Elections Division to transmit ballots and ballot materials to overseas military voters for the 2025 Coordinated Election. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 22, 2025
Last day for the DEO to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)

Logic and Accuracy Test (L&A) - Thursday, September 25, 2025 (Tentative)

Ballots mailed to voters - Monday, October 13, 2025

General Election - Tuesday, November 4, 2025

Risk Limiting Audit (RLA) - Tuesday, November 18, 2025 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 21, 2025 (Tentative)

Attachment B

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

Attachment C

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue
Notice Example
Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election
Official: [Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question

Number] Ballot Title

and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/05/25. It is required with your Ballot Issue Notice submission which is due on 9/19/25.

Fiscal Year Spending Information:

Year(Current fiscal year estimated)	[$0,000,000]
Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Overall percentage change in fiscal year spending:	[Insert % of overall change]
Overall dollar amount change:	[Insert $ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase:[amount of spending]

Information on Current Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000]
Total repayment cost:
[$0,000,000]

Information on Proposed Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000] Total repayment cost:
[$0,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Attachment D

IGA Attachment D - Expected Reimbursement Range

The participating jurisdictions reimburse Broomfield for a proportional share of the election expense. The charges to the entities will be $1.50 per registered voter to participate in the election. The minimum amount charged to a coordinating jurisdiction is $200. The current voter count per district is shown in the table below.

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	28,435	$42,652.50	$44,785.13
Aims Community College	.16	$200	$200
Boulder Valley RE-2	21,424	$32,136	$33,207.20
27J Schools	0	$0	$0
Jeffco Public Schools	5,292	$7,938	$8,202.60
St. Vrain Valley School District RE-1J	2,220	$3,330	$3,441
Weld County School District RE-8	15	$200	$200

INTERGOVERNMENTAL AGREEMENT

BETWEEN

Approved

CITY AND COUNTY OF BROOMFIELD

AND

Boulder Valley School District RE-2

7/29/25

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and Boulder Valley School District RE-2, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Laura A. Shafer as its Designated Election Official (hereafter "DEO).

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

G. "**IGA**" or "**Agreement**" means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.

H. "**Jurisdiction**" means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Jeffco Public Schools.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors

in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**SOS Election Calendar**" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.

P. "**TABOR**" means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.

G. Send a certified list of registered voters to the Jurisdiction via secure transfer.

H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:

1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.

J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com

K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.

2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

county and agreeing upon ballot measure numbers for shared issues and questions.

L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

Q. If the Jurisdiction's election includes a TABOR issue, the City and County shall perform the following duties relative to the TABOR Notice:

1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.

2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

4. Post the TABOR Notice on www.votebroomfield.com

5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is $200.

R. Hire, instruct, and oversee election judges and temporary workers necessary for the conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;

2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at https://www.coloradosos.gov and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)

I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no response is received within 24 hours the layout and text will be deemed to be approved and will

be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

2. Prepare a financial summary for each ballot question or issue.

3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.

4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:
Penny Norman
City and County of Broomfield
Elections Division
One DesCombes Dr
Broomfield, Colorado 80020
Phone: (303) 464-5874
Fax: (303) 410-3815
Email: pnorman@broomfield.org

Jurisdiction
Laura A. Shafer
Designated Election Official
Boulder Valley School District RE-2
6500 E Arapahoe
Boulder, CO 80301
Entity Phone: 720-561-5114
Email: laura.shafer@bvsd.org

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

_____
Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
Office of the City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

NAME OF JURISDICTION

Boulder Valley School District RE-2

BY: _____
Nicole Rajpal
(Title) President, Board of Education

APPROVED AS TO FORM:

_____
Attorney for Jurisdiction

ATTEST:

_____ 8/12/2025
(Title) Laura Shafer
DEO
Executive Assistant to Superintendent and Board of Education

Attachment A

IGA Attachment A - Key Election Dates (subject to change)

CRS 1-7-116(2) - Friday, August 26, 2025
Deadline for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the 2025 Coordinated Election. (No later than 70 days before the election)

CRS 1-5-203(3)(a) - Friday, September 5, 2025
Last day for the DEO from each political subdivision, certification must be delivered to the county clerk and recorder. (No later than 6 days before the election)

CRS 1-5-203(1) - Monday, September 8, 2025
Last day for the Secretary of State to send notice and certification of the Coordinated Election to the county clerks. (No later than the 57th day before the Coordinated Election)

IGA Section 2.3 (J) - Monday, September 8, 2025
Last day for the jurisdiction's candidate to use the candidate hotline (720-660-5670) to record a voicemail with the phonetic pronunciation of their name, title of the race and jurisdiction for which they are running.

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 19, 2025
Last day to file pro/con comments pertaining to local ballot issues with the DEO in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 20, 2025
Last day for the Elections Division to transmit ballots and ballot materials to overseas military voters for the 2025 Coordinated Election. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 22, 2025
Last day for the DEO to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)

Logic and Accuracy Test (L&A) - Thursday, September 25, 2025 (Tentative)

Ballots mailed to voters - Monday, October 13, 2025

General Election - Tuesday, November 4, 2025

Risk Limiting Audit (RLA) - Tuesday, November 18, 2025 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 21, 2025 (Tentative)

Attachment B

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

Attachment C

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue
Notice Example
Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election
Official: [Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question

Number] Ballot Title

and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/05/25. It is required with your Ballot Issue Notice submission which is due on 9/19/25.

Fiscal Year Spending Information:

Year(Current fiscal year estimated)	[$0,000,000]
Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Overall percentage change in fiscal year spending:	[Insert % of overall change]
Overall dollar amount change:	[Insert $ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase:[amount of spending]

Information on Current Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000]
Total repayment cost:
[$0,000,000]

Information on Proposed Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000] Total repayment cost:
[$0,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Attachment D

IGA Attachment D - Expected Reimbursement Range

The participating jurisdictions reimburse Broomfield for a proportional share of the election expense. The charges to the entities will be $1.50 per registered voter to participate in the election. The minimum amount charged to a coordinating jurisdiction is $200. The current voter count per district is shown in the table below.

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	28,435	$42,652.50	$44,785.13
Aims Community College	16	$200	$200
Boulder Valley RE-2	21,424	$32,136	$33,207.20
27J Schools	0	$0	$0
Jeffco Public Schools	5,292	$7,938	$8,202.60
St. Vrain Valley School District RE-1J	2,220	$3,330	$3,441
Weld County School District RE-8	15	$200	$200

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

School District 27J

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and School District 27J, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Lynn Ann Sheats as its Designated Election Official (hereafter "DEO).

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

A. **"Address Library Report"** means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.

B. **"Coordinated Election Official"** (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. **"Colorado Election Code"** or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.

E. **"Contact Officer"** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.

F. **"Designated Election Official"** (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

G. **"IGA"** or **"Agreement"** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the School District 27J.

I. **"Logic and Accuracy Test"** means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. **"Mail Ballot Packet"** means the packet of information provided by the CEO to eligible electors

in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. **"Post Election Audit"** means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. **"Proposed Jurisdiction"** means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. **"SOS"** means the Colorado Secretary of State.

O. **"SOS Election Calendar"** means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.

P. **"TABOR"** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.

G. Send a certified list of registered voters to the Jurisdiction via secure transfer.

H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:

1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.

J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com

K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.

2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

county and agreeing upon ballot measure numbers for shared issues and questions.

L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

Q. If the Jurisdiction's election includes a TABOR Issue, the City and County shall perform the following duties relative to the TABOR Notice:

1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.

2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

4. Post the TABOR Notice on www.votebroomfield.com

5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is $200.

R. Hire, instruct, and oversee election judges and temporary workers necessary for the conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;

2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at https://www.coloradosos.gov and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)

I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no response is received within 24 hours the layout and text will be deemed to be approved and will

be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

2. Prepare a financial summary for each ballot question or issue.

3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.

4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:
Penny Norman
City and County of Broomfield
Elections Division
One DesCombes Dr
Broomfield, Colorado 80020
Phone: (303) 464-5874
Fax: (303) 410-3815
Email: pnorman@broomfield.org

Jurisdiction
Lynn Ann Sheats
Designated Election Official
School District 27J
~~18551 E 160th Ave~~
Brighton, CO 80601
Entity Phone: (303) 655-2952
Email: lsheats@sd27j.net

* Nde has address

88 N. 10th Ave
Building A

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

_____
Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
Office of the City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

NAME OF JURISDICTION

School District 27J

BY: Lynelle Shea

(Title) Board of Education Secretary and DED.

APPROVED AS TO FORM:

Attorney for Jurisdiction

ATTEST:

(Title)

Attachment A

IGA Attachment A - Key Election Dates (subject to change)

CRS 1-7-116(2) - Tuesday, August 26, 2025
Deadline for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the 2025 Coordinated Election. (No later than 70 days before the election)

CRS 1-5-203(3)(a) - Friday, September 5, 2025
Last day for the DEO from each political subdivision, certification must be delivered to the county clerk and recorder. (No later than 60 days before the election)

CRS 1-5-203(1) - Monday, September 8, 2025
Last day for the Secretary of State to send notice and certification of the Coordinated Election to the county clerks. (No later than the 57th day before the Coordinated Election)

IGA Section 2.3 (J) - Monday, September 8, 2025
Last day for the jurisdiction's candidate to use the candidate hotline (720-660-5670) to record a voicemail with the phonetic pronunciation of their name, title of the race and jurisdiction for which they are running.

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 19, 2025
Last day to file pro/con comments pertaining to local ballot issues with the DEO in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 20, 2025
Last day for the Elections Division to transmit ballots and ballot materials to overseas military voters for the 2025 Coordinated Election. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 22, 2025
Last day for the DEO to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)

Logic and Accuracy Test (L&A) - Thursday, September 25, 2025 (Tentative)

Ballots mailed to voters - Monday, October 13, 2025

General Election - Tuesday, November 4, 2025

Risk Limiting Audit (RLA) - Tuesday, November 18, 2025 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 21, 2025 (Tentative)

Attachment B

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

Attachment C

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue
Notice Example
Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election
Official: [Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question

Number] Ballot Title

and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/05/25. It is required with your Ballot Issue Notice submission which is due on 9/19/25.

Fiscal Year Spending Information:

Year(Current fiscal year estimated)	[$0,000,000]
Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Overall percentage change in fiscal year spending:	[Insert % of overall change]
Overall dollar amount change:	[Insert $ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase:[amount of spending]

Information on Current Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000]
Total repayment cost:
[$0,000,000]

Information on Proposed Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000] Total repayment cost:
[$0,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Attachment D

IGA Attachment D - Expected Reimbursement Range

The participating jurisdictions reimburse Broomfield for a proportional share of the election expense. The charges to the entities will be $1.50 per registered voter to participate in the election. The minimum amount charged to a coordinating jurisdiction is $200. The current voter count per district is shown in the table below.

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	28,435	$42,652.50	$44,785.13
Aims Community College	16	$200	$200
Boulder Valley RE-2	21,424	$32,136	$33,207.20
27J Schools	0	$0	$0
Jeffco Public Schools	5,292	$7,938	$8,202.60
St. Vrain Valley School District RE-1J	2,220	$3,330	$3,441
Weld County School District RE-8	15	$200	$200

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

Jeffco Public Schools

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and Jeffco Public Schools, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Jody Lang as its Designated Election Official (hereafter "DEO).

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

G. "**IGA**" or **"Agreement"** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Jeffco Public Schools.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors

in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**SOS Election Calendar**" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.

P. "**TABOR"** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.

G. Send a certified list of registered voters to the Jurisdiction via secure transfer.

H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:

1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.

J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com

K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.

2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

county and agreeing upon ballot measure numbers for shared issues and questions.

L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

Q. If the Jurisdiction's election includes a TABOR issue, the City and County shall perform the following duties relative to the TABOR Notice:

1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.

2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

4. Post the TABOR Notice on www.votebroomfield.com

5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is $200.

R. Hire, instruct, and oversee election judges and temporary workers necessary for the conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;

2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at https://www.coloradosos.gov and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)

I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no response is received within 24 hours the layout and text will be deemed to be approved and will

be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

2. Prepare a financial summary for each ballot question or issue.

3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.

4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:
Penny Norman
City and County of Broomfield
Elections Division
One DesCombes Dr
Broomfield, Colorado 80020
Phone: (303) 464-5874
Fax: (303) 410-3815
Email: pnorman@broomfield.org

Jurisdiction
Jody Lang
Designated Election Official
Jeffco Public Schools
1829 Denver West Dr, Bldg 27, 4th Floor
Golden, CO 80401
Entity Phone: (303) 982-6426
Email: Jody.Lang@jeffco.k12.co.us

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

_____
Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
Office of the City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

NAME OF JURISDICTION

Jeffco Public Schools

BY: 

(Title) President, Board of Education

APPROVED AS TO FORM:



Attorney for Jurisdiction

ATTEST:

(Title)

Attachment A

IGA Attachment A - Key Election Dates (subject to change)

CRS 1-7-116(2) - Friday, August 26, 2025
Deadline for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the 2025 Coordinated Election. (No later than 70 days before the election)

CRS 1-5-203(3)(a) - Friday, September 5, 2025
Last day for the DEO from each political subdivision, certification must be delivered to the county clerk and recorder. (No later than 6 days before the election)

CRS 1-5-203(1) - Monday, September 8, 2025
Last day for the Secretary of State to send notice and certification of the Coordinated Election to the county clerks. (No later than the 57th day before the Coordinated Election)

IGA Section 2.3 (J) - Monday, September 8, 2025
Last day for the jurisdiction's candidate to use the candidate hotline (720-660-5670) to record a voicemail with the phonetic pronunciation of their name, title of the race and jurisdiction for which they are running.

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 19, 2025
Last day to file pro/con comments pertaining to local ballot issues with the DEO in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 20, 2025
Last day for the Elections Division to transmit ballots and ballot materials to overseas military voters for the 2025 Coordinated Election. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 22, 2025
Last day for the DEO to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)

Logic and Accuracy Test (L&A) - Thursday, September 25, 2025 (Tentative)

Ballots mailed to voters - Monday, October 13, 2025

General Election - Tuesday, November 4, 2025

Risk Limiting Audit (RLA) - Tuesday, November 18, 2025 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 21, 2025 (Tentative)

Attachment B

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

Attachment C

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue
Notice Example
Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election
Official: [Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question

Number] Ballot Title

and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/05/25. It is required with your Ballot Issue Notice submission which is due on 9/19/25.

Fiscal Year Spending Information:

Year(Current fiscal year estimated)	[$0,000,000]
Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Overall percentage change in fiscal year spending:	[Insert % of overall change]
Overall dollar amount change:	[Insert $ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase:[amount of spending]

Information on Current Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000]
Total repayment cost:
[$0,000,000]

Information on Proposed Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000] Total repayment cost:
[$0,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Attachment D

IGA Attachment D - Expected Reimbursement Range

The participating jurisdictions reimburse Broomfield for a proportional share of the election expense. The charges to the entities will be $1.50 per registered voter to participate in the election. The minimum amount charged to a coordinating jurisdiction is $200. The current voter count per district is shown in the table below.

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	28,435	$42,652.50	$44,785.13
Aims Community College	16	$200	$200
Boulder Valley RE-2	21,424	$32,136	$33,207.20
27J Schools	0	$0	$0
Jeffco Public Schools	5,292	$7,938	$8,202.60
St. Vrain Valley School District RE-1J	2,220	$3,330	$3,441
Weld County School District RE-8	15	$200	$200

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

St. Vrain Valley School District RE-1J

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and St. Vrain Valley School District RE-1J, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Kristie Jonason as its Designated Election Official (hereafter "DEO).

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

G. "**IGA**" or "**Agreement**" means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.

H. "**Jurisdiction**" means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the St. Vrain Valley School District RE-1J.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**SOS Election Calendar**" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.

P. **"TABOR"** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.

G. Send a certified list of registered voters to the Jurisdiction via secure transfer.

H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:

1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.

J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com

K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.

2. If the Jurisdiction includes territory in more than one county, the City and County will

coordinate with the other applicable counties for the purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

Q. If the Jurisdiction's election includes a TABOR issue, the City and County shall perform the following duties relative to the TABOR Notice:

1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.

2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

4. Post the TABOR Notice on www.votebroomfield.com

5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is $200.

R. Hire, instruct, and oversee election judges and temporary workers necessary for the

conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;

2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at https://www.coloradosos.gov and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results

of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)

I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no

response is received within 24 hours the layout and text will be deemed to be approved and will be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

2. Prepare a financial summary for each ballot question or issue.

3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.

4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:
Penny Norman
City and County of Broomfield
Elections Division
One DesCombes Dr
Broomfield, Colorado 80020
Phone: (303) 464-5874
Fax: (303) 410-3815
Email: pnorman@broomfield.org

Jurisdiction
Kristie Jonason
Designated Election Official
St. Vrain Valley School District RE-1J
395 S Pratt Pkwy
Longmont, CO 80501
Entity Phone: (303) 682-7205
Email: jonason_kristie@svvsd.org

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

_____
Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
Office of the City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

NAME OF JURISDICTION

St. Vrain Valley School District RE-1J

BY: Kristen Jordan

(Title) DEO

APPROVED AS TO FORM:

Attorney for Jurisdiction

ATTEST:

(Title)

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

Weld County School District Re-8

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 4, 2025

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and Weld County School District Re-8, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the November 4, 2025 Coordinated Election; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with the City and County of Broomfield for this purpose and may include municipalities, school districts, and special districts within the Broomfield City and County limits and the State of Colorado.

The Broomfield Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Debra Smith as its Designated Election Official (hereafter "DEO).

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

G. "**IGA**" or **"Agreement"** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Weld County School District RE-8.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**SOS Election Calendar**" means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.

P. **"TABOR"** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

SECTION II.

2.1 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the City and County or the Jurisdiction from their official responsibilities for the conduct of the election as generally outlined in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.

G. Send a certified list of registered voters to the Jurisdiction via secure transfer.

H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:

1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.

3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.

J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com

K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.

2. If the Jurisdiction includes territory in more than one county, the City and County will

coordinate with the other applicable counties for the purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

L. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

M. Provide a candidate hotline at 720-660-5670, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

N. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

O. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

P. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

Q. If the Jurisdiction's election includes a TABOR issue, the City and County shall perform the following duties relative to the TABOR Notice:

1. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment A.

2. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

3. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in the City and County of Broomfield. The City and County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

4. Post the TABOR Notice on www.votebroomfield.com

5. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the City and County's total expenditures relative to the TABOR Notice. The minimum cost to any jurisdiction to participate is $200.

R. Hire, instruct, and oversee election judges and temporary workers necessary for the

conduct of the election.

S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:

1. A registered voter list, including the names of eligible electors;

2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.

Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at https://www.coloradosos.gov and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results

of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

EE. Keep an accounting of time, supplies, printing costs, and salaries attributable to the City and County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as a liaison between the Jurisdiction and the City and County.

B. Notify the City and County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the City and County, which determines which residential addresses are within the jurisdiction. Confirm the residential addresses for all streets are correct and identify any errors, omissions, or deletions if necessary. Provide the City and County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the City and County, including any corrections if necessary, by the date set forth in Attachment A.

1. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the City and County with a certified legal description, map, and a list of residential addresses for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

1. Coordinate directly with the Broomfield County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in the City and County of Broomfield, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment A.

2. Contact the Voter Registration Manager at the Colorado Secretary of State's Office to receive access to the DEO SCORE lookup. (855-428-3555 ext. 6332).

3. Using the list from the Assessor's Office:

i. Remove from the list non-person entities and persons not living in the state of Colorado.

ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, accept affidavits of intent for write-in designation, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the City and County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the City and County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the City and County. Submit the ballot content via email to Broomfield Elections at electionsdivision@broomfield.org on or before the deadline as set forth within Attachment A. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed cases. (Ballot content submitted to the City and County after the deadline will not appear on the ballot.)

I. Within 24 hours of receipt from the City and County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the City and County via email to Broomfield Elections at electionsdivision@broomfield.org. If no

response is received within 24 hours the layout and text will be deemed to be approved and will be printed accordingly.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the City and County's candidate hotline at 720-660-5670 by the deadline indicated in Attachment A and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

2. Prepare a financial summary for each ballot question or issue.

3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.

4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the City and County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the City and County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures, or operations. Refer members of the public and news media to the City and County for any matters outside of the DEO's expertise relating to election procedures. On Election Day, the Jurisdiction shall provide election support by phone and/or in person, as requested by the City and County.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the City and County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5- 101, C.R.S.

O. Remit to the City and County the total payment, as defined in the schedule of costs in Attachment D, for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the City and County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to canceling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment A), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

City and County:
Penny Norman
City and County of Broomfield
Elections Division
One DesCombes Dr
Broomfield, Colorado 80020
Phone: (303) 464-5874
Fax: (303) 410-3815
Email: pnorman@broomfield.org

Jurisdiction
Debra Smith
Designated Election Official
Weld County School District Re-8
200 S Fulton Ave
Ft Lupton, CO 80621
Entity Phone: (303) 857-3203
Email: dsmith@weld8.org

4.2 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.5 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment A or the Code may result in consequences up to and including termination of this Agreement.

4.7 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the City and County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the City and County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 NO THIRD PARTY BENEFICIARIES.

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 and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the City and County of Broomfield, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2025 Cost Estimate

END OF PAGE

Attachment A

IGA Attachment A - Key Election Dates (subject to change)

CRS 1-7-116(2) - Tuesday, August 26, 2025
Deadline for the county clerk and coordinating political subdivision to sign intergovernmental agreements for the 2025 Coordinated Election. (No later than 70 days before the election)

CRS 1-5-203(3)(a) - Friday, September 5, 2025
Last day for the DEO from each political subdivision, certification must be delivered to the county clerk and recorder. (No later than 60 days before the election)

CRS 1-5-203(1) - Monday, September 8, 2025
Last day for the Secretary of State to send notice and certification of the Coordinated Election to the county clerks. (No later than the 57th day before the Coordinated Election)

IGA Section 2.3 (J) - Monday, September 8, 2025
Last day for the jurisdiction's candidate to use the candidate hotline (720-660-5670) to record a voicemail with the phonetic pronunciation of their name, title of the race and jurisdiction for which they are running.

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 19, 2025
Last day to file pro/con comments pertaining to local ballot issues with the DEO in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 20, 2025
Last day for the Elections Division to transmit ballots and ballot materials to overseas military voters for the 2025 Coordinated Election. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 22, 2025
Last day for the DEO to deliver ballot issue notices to the county clerk. (No later than 43 days before the election)

Logic and Accuracy Test (L&A) - Thursday, September 25, 2025 (Tentative)

Ballots mailed to voters - Monday, October 13, 2025

General Election - Tuesday, November 4, 2025

Risk Limiting Audit (RLA) - Tuesday, November 18, 2025 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 21, 2025 (Tentative)

Attachment B

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

YOUR SCHOOL DISTRICT NAME HERE

Name of Office here
Length of Term here
(Vote for not more than?)

Candidate's name
Candidate's name
Candidate's name

Attachment C

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue
Notice Example
Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if your data should be supplied as suggested.

[DISTRICT NAME]

Designated Election
Official: [Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Election Date:	[Insert Election Date]
Election Hours:	[7:00 A.M. to 7:00 P.M.]

[Insert Question

Number] Ballot Title

and Text:

[ALL TEXT IN UPPERCASE. This is the same language provided with original ballot certification.]

Information:

The below information is not required with your ballot certification on 9/05/25. It is required with your Ballot Issue Notice submission which is due on 9/19/25.

Fiscal Year Spending Information:

Year(Current fiscal year estimated)	[$0,000,000]
Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Year (Actual)	[$0,000,000]
Year (Actual)	[$0,000,000]

Overall percentage change in fiscal year spending:	[Insert % of overall change]
Overall dollar amount change:	[Insert $ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]

Estimated [insert year] fiscal year spending without tax increase:[amount of spending]

Information on Current Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000]
Total repayment cost:
[$0,000,000]

Information on Proposed Bonded Debt:
Principal amount:
[$0,000,000]
Maximum annual repayment cost:
[$0,000,000] Total repayment cost:
[$0,000,000]

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state "No comments were filed by the constitutional deadline."]

Attachment D

IGA Attachment D - Expected Reimbursement Range

The participating jurisdictions reimburse Broomfield for a proportional share of the election expense. The charges to the entities will be $1.50 per registered voter to participate in the election. The minimum amount charged to a coordinating jurisdiction is $200. The current voter count per district is shown in the table below.

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	28,435	$42,652.50	$44,785.13
Aims Community College	16	$200	$200
Boulder Valley RE-2	21,424	$32,136	$33,207.20
27J Schools	0	$0	$0
Jeffco Public Schools	5,292	$7,938	$8,202.60
St. Vrain Valley School District RE-1J	2,220	$3,330	$3,441
Weld County School District RE-8	15	$200	$200

NAME OF JURISDICTION

Weld County School District Re-8

BY: Debra L Smith Debra Lee Smith

(Title) Designated Election Official

APPROVED AS TO FORM:

Courtney M Burns

Attorney for Jurisdiction

ATTEST:

(Title)

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2025.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

_____
Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

_____
Office of the City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

City and County of Broomfield

City Council Regular Meeting

C. Redpoint Ridge Park Renovation Construction Agreement

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Consent Items Item: 6C.

Presented By
Katie Allen

Community Goals
☑ Thriving, Diverse, Safe and Welcoming Community

Overview

View Correspondence
View Presentation

Proposed Resolution No. 2025-128 will authorize a construction agreement with Environmental Logistics, Inc. for the construction of Redpoint Ridge Park Landscape Renovation.

Attachments

Memo for Redpoint Ridge Park Landscape Renovation Construction Agreement.pdf
Resolution 2025-128.pdf
Construction Agreement - Environmental Logistics.pdf

Memo for the Redpoint Ridge Park Landscape Renovation Construction Agreement
Prepared By: Elizabeth Racca-Johnson, CIP Project Manager

Summary

View Correspondence
View Presentation

Proposed Resolution No. 2025-128 will authorize a construction agreement with Environmental Logistics, Inc. for the construction of the Redpoint Ridge Park Landscape Renovations.

The Redpoint Ridge Park Landscape Renovation project will reconstruct the park, located at 11337 Central Court, in the Arista neighborhood, with a more water-efficient irrigation system and a sustainable landscape, as well as an updated electrical system. These improvements will replace dead plants, install rock mulch and various xeric plants, and update poorly installed irrigation and electrical conduits. Here is a vicinity map showing the location of the park.

The park was constructed by the Arista developer in 2012 and accepted by the City and County of Broomfield in 2013. In 2017, Arista residents and members of its HOA first raised concerns about the overall deteriorating condition of the park. Since then, Parks Services has focused considerable resources on maintaining the park. The original electrical supply lines that feed the various lighting features throughout the park were not installed properly, resulting in numerous underground breaks and dark areas throughout the park. The original landscape consisted of extremely dense planting, and most of it has died. Completing the proposed upgrades will significantly reduce annual maintenance costs and annual water usage by installing a new water-efficient irrigation system and xeric landscape elements. It will also address safety concerns created by the dark areas throughout the park.

The project was budgeted in 2024, and plans have been prepared to address these concerns- repairing and replacing broken features and infrastructure, and replacing plant material. While the design was initiated in 2024, the unspent funds allocated for construction were rolled into the 2025 budget. The main features and layout of the park, such as the shelter, seat wall, playground area, basketball court, turf area, trees, and boulder features, will remain. Here is an excerpt of the construction documents detailing the park layout and planting plans, and here are photos of existing conditions.

An invitation to bid was posted to BidNet in July 2025, and five contractors submitted bids by the bid opening deadline later in July 2025. The lowest responsive and responsible bidder was Environmental Logistics, Inc., for $689,790.91 and is recommended by staff to complete the project.

If proposed Resolution No. 2025-128 is approved, construction is anticipated to begin in Fall 2025, with project completion anticipated by the end of the year.

Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Redpoint Ridge Park Landscape Renovation (24T0031) (24-70080-55200)	$800,000
Total Budget	**$800,000**
Consulting Agreement (Goodbee and Associates, Inc.)	-$68,125
Consulting Amendment 1 (Goodbee & Associates, Inc.)	-$4,310
Proposed Construction Agreement (Environmental Logistics, Inc.)	-$689,791
Construction Contingency (5.5%)	-$37,774
Total Use of Funds	**-$800,000**
Projected Balance	**$0**

Prior Council or Other Entity Actions

On March 11, 2025, Council authorized funds in the 2025 Revised Budget for the Redpoint Ridge Park Landscape Renovation project.

On October 22, 2024, Council adopted the Budget for the Arista Local Improvement District for the Fiscal Year 2025.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the contract, the appropriate motion is…

That Resolution 2025-128 be adopted.

Alternatives

Decide not to proceed with the project.

RESOLUTION NO. 2025-128

Authorizing a Construction Agreement with Environmental Logistics, Inc.
for the construction of Redpoint Ridge Park Landscape Renovation.

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

Section 1.

The Construction Agreement between the City and County of Broomfield and Environmental Logistics, Inc., for the construction of the Redpoint Ridge Park Landscape Renovations for $689,790.91, is hereby approved.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

This resolution is effective upon its approval by the City Council.

Approved on August 26, 2025

The City and County of Broomfield, Colorado

_____
Mayor

Attest:

_____
Office of the City and County Clerk

Approved as to form:

NCR

_____
City and County Attorney

CONSTRUCTION AGREEMENT
FOR
REDPOINT RIDGE PARK LANDSCAPE RENOVATION
PROJECT NO. 24T0031

1. PARTIES. The parties to this Construction Agreement (this "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Environmental Logistics, Inc., (the "Contractor"), collectively, the "Parties," or individually, a "Party."

2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.

2.1. The City, seeking construction services for Redpoint Ridge Park Landscape Renovation completed a competitive selection process by invitation to bid (ITB) issued on July 1, 2025.

2.2. The Contractor's response to the above referenced ITB was determined to be of best value, responsible, responsive bidder to the City for the procurement of the services requested.

2.3. The Parties therefore desire to enter into a Construction Agreement for completion of the services further described herein.

3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1. Work. The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter "Work") described in the Scope of Work attached hereto as Exhibit A and incorporated by this reference.

3.1.1. *Key Personnel.* The Contractor's key personnel shall include (i) the [Project Executive - insert name]; (ii) the [Field Superintendent - insert name] and (iii) the [Project Manager - insert name]. The Contractor's obligation to provide adequate staffing is not limited to providing the key personnel, but is determined by the needs of the Project. The Contractor shall not replace any of the key personnel without the City's prior written approval, which shall not be unreasonably withheld. If any of the key personnel become unavailable to perform services in connection with this Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement

acceptable to the City. The City shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience.

3.2. Contract Documents. The Contract Documents shall consist of the following:

3.2.1. This Agreement; and
3.2.2. The Scope of Work attached hereto as Exhibit A;
3.2.3. The Contractor's Cost Proposal dated July 21, 2025, attached hereto as Exhibit B; and
3.2.4. The ITB; and
3.2.5. The Construction Plans for Project No. 24T0031; and
3.2.6. The General Conditions attached hereto as Exhibit D; and
3.2.7. Any change orders and contract amendments, as applicable; and
3.2.8. Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (2023), as amended; and
3.2.9. Project Specifications and Electrical Specifications for Project No. 24T0031; and
3.2.10. The Insurance Requirements attached hereto as Exhibit C,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto and shall form an integral part of this Contract. If there is any conflict between this Agreement and the other Contract Documents, this Agreement shall control.

3.3. Access and Inspection. The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.

3.4. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.

3.5. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.

3.6. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by a utility.

3.7. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.

3.8. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site and review of the Contract Documents.

3.8.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as either:

3.8.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or

3.8.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.

3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.

4. Completion Date. Within ten (10) calendar days of receipt of executed Agreement, the Contractor shall provide the City acceptable bonds, if applicable, and certificates of insurance. A Notice to Proceed will be issued upon City approval of the bonding and insurance. The Contractor shall perform no Work until the City Representative issues a Notice to Proceed.

The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences (the "Start Date"). The Contractor shall complete the Work and fulfill all of its other obligations within one hundred (100) calendar days of the Start Date (the "Completion Date"). The time between the Start Date and the Completion Date shall be known as the "Contract Time."

All time limits are of the essence in this Agreement. The Contractor acknowledges that a notice to proceed will not be issued until the City has received acceptable certificates of insurance and bonds, if applicable.

5. CONTRACTOR'S PROJECT SCHEDULE. The Contractor shall submit a completion schedule for the Work (the "Project Schedule") beginning with receipt of the signed Agreement and concluding with Project Completion prior to the commencement of the Work and shall coordinate on a daily basis with the City's project manager. The Project Schedule shall include all lead time for the order and delivery of equipment for the

Work. Schedule updating shall be done on a weekly basis, or more often as necessary (each a "Schedule Update"). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.

6. UNUSUALLY SEVERE WEATHER CONDITIONS.

6.1. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates "Normal" weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were "unusually severe," would not have been reasonably anticipated, and that such conditions adversely affected the Contractor's Work and thus required additional time to complete the Work.

6.2. The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project.

ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
7	5	4	3	3	2	2	2	2	3	3	7	43 day

6.3. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgement of the notice to proceed and continuing throughout the Agreement on a monthly basis, actual adverse weather days and the impact of adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted); however, non-standard work hours will be required as specified in the Statement of Work and as shown on the Project Schedule. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.

6.4. An actual adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the City Representative in writing if work cannot proceed on a given date, within two calendar days of that date. The City will use the above written notification in determining the number of calendar days for which Work was delayed during each month.

6.5. At the end of each month if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule a change order will be executed which increases the Contract Time.

6.6. The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the City shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.

7. PRICE AND PAYMENT. The City shall pay the Contractor for performance of the Work an amount not to exceed $689,790.91 (the "Contract Price") based upon the unit prices set forth on Contractor's Cost Proposal attached hereto as Exhibit B and in accordance with the following schedule:

7.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained

Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.

7.2. The City shall retain the Retained Amount until Final Acceptance (as defined in Final Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the "Final Payment"). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.

7.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City's right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.

7.4. Change Orders. The Contractor will do nothing to cause the Contract Price to increase without prior execution of a change order by the City. The City will issue no change order requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement. Except as provided below and as provided in C.R.S. 24-91-103.6, the City shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein. In the event (i) the City requires additional compensable work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor has submitted to the City an estimate of the cost for the additional compensable work, then the City shall reimburse the Contractor for the costs associated with such additional work on a periodic basis in accordance with the terms of this Agreement.

8. FINAL INSPECTION AND FINAL PAYMENT.

8.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the City's receipt of the Letter of Completion, the City Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Agreement and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the City within ten (10) calendar days after receipt of the Punchlist. If any Punchlist item cannot be corrected within ten (10) calendar days, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension"). The Request for Extension must be received by the City Representative within seven (7) calendar days of the Contractor's receipt of the Punchlist and shall include the Contractor's justification for the request and a schedule for completion of the Punchlist item. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

8.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Payment shall not be made until the City Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The City shall condition publication and final settlement upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and final settlement shall be made in full.

9. CONTRACTOR'S REPRESENTATIONS. In order to induce the City to enter into this Agreement, the Contractor makes the following representations:

9.1. The Contractor has familiarized itself with the nature and extent of the Agreement, Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The Contractor acknowledges an obligation to comply with all applicable laws, including the Broomfield Municipal Code, to respect property rights by working within the defined work limits or designated staging areas, and to work within the prescribed work hours. The Contractor acknowledges that use of air compression brakes ("jake brakes") within City limits is prohibited, unless otherwise posted by the City Traffic Engineer.

9.2. Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.

9.3. Contractor has given the City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement and exhibits incorporated therein and the written resolution thereof by the City is acceptable to the Contractor.

10. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

5.1 The City designates Elizabeth Racca-Johnson as the authorized representative of the City under this Agreement. Email address is elizabeth.johnson@broomfield.org.

5.2 The Contractor designates Mike Mirowski as the authorized representative of the Contractor under this Agreement. Email address is mike@envlogistics.com.

If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.

Failure of City's on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the City or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

11. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

11.1. Remedy. If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this Section.

11.2. Time Extensions. Evaluation of all time extension requests shall be based upon the latest updated project schedule submitted to the City by the Contractor.

11.3. Definitions. The following words shall have the meaning set forth below:

11.3.1. "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.

11.3.2. "No-Fault Delay" is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the City or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.

11.3.3. "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City's Representative.

11.3.4. "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.

11.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is

attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.

11.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.

11.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.

11.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

12. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without

limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.

13. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of $500.00 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.

14. PERFORMANCE AND PAYMENT BONDS. In accordance with C.R.S. §38-26-105, if the Contract Price exceeds $50,000, the Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.

15. COLORADO LABOR. If the Contract Price exceed $500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the several classifications of skilled and common labor to perform the work under this

Agreement in accordance with the provisions of C.R.S. §8-17-101 et seq.

16. INDEPENDENT CONTRACTOR. **The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.**

17. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Contractor, its officers, employees, subcontractors or agents in connection with the performance of the services pursuant to this Agreement. Except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the City hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the City, or its agents and employees. This indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102(8), as amended from time to time. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.

18. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.

19. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

20. WARRANTY.

20.1. Warranty Period. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of 2 years (1 year for irrigation and landscaping work), commencing on the date of final acceptance of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The above guarantee does not limit any claims that the City may otherwise have against the Contractor.

20.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the "Warranty Work"). In the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension of Warranty Work"). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor's receipt of the Warranty Work and shall include the Contractor's justification for the request and a schedule for completion of the Warranty.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

22. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.

23. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

24. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

25. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.

26. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

27. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

28. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.

29. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.

30. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.

31. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.

32. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

33. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

34. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

35. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any

presumption or other rule of construction against the Party causing the Agreement to be drafted.

36. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

37. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

38. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.

39. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.

40. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

41. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.

42. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

[*The remainder of this page is intentionally left blank.*]

This Agreement is executed by the Parties hereto in their respective names as of _____ ___, 2025.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

_____
Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

_____
City and County Attorney's Office

Notarization by *both* parties is only required when contracting with an *individual*. If an entity is a party to this agreement the notary block may be removed.

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this ___ day of 2023, by ___[insert name of person signing]_____ as [insert title of person signing] of the City and County of Broomfield.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

CONTRACTOR:

Environmental Logistics, INC, [insert company name]

By: _____

Name: Mike Mrowski

Address: 1101 E 64th Ave
Denver CO 80229

Notarization by *both* parties is only required when contracting with an *individual*. If an entity is a party to this agreement the notary block may be removed.

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 29th day of July. 2025, by [insert name of person signing] Mike Mrowski as [insert title of person signing] of [insert name of company]. V.P. Environmental Logistics, INC.

WITNESS my hand and official seal.

(SEAL)

GINA GARCIA
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20224018948
MY COMMISSION EXPIRES MAY 11, 2026

_____
Notary Public

EXHIBIT A
SCOPE OF WORK

REDPOINT RIDGE PARK LANDSCAPE RENOVATION
PROJECT NO. 24T0031

The City and County of Broomfield (Broomfield) has prepared plans and specifications to renovate Redpoint Ridge Park located at 11337 Central Court, Broomfield, Colorado. The Work includes, but is not limited to, removing and replacing existing plants, irrigation, electrical conduit, concrete headers, crusher fines, perform construction surveying, tree protection, boulder and rock placement, and all labor and material necessary to complete the Work. All work shall be performed in a manner consistent with the Redpoint Ridge Park Landscape Renovation plans, project Specifications, Broomfield Standards and Specifications, and all other applicable provisions associated with this project.

The Scope of Work also includes but is not limited to the following:

1. **Landscape (planting and hardscape)**
2. **Irrigation upgrades**
3. **Electrical upgrades**
4. **Clearing and grubbing, including material export**
5. **Material submittals and inspections**
6. **Site restoration of the surrounding / adjacent areas impacted by construction activities**
7. **Traffic Control.** A condition of the required permits is an approved Traffic Control Plan consistent with the MUTCD.
8. **Erosion Control.** A condition of required permits is an approved Erosion Control Plan

Project General Notes.

1. **Standards & Specifications.** Work shall be performed in accordance with the project Specifications, project Electrical Specifications, and applicable sections of the latest 2022 Broomfield Standards and Specifications, and all other applicable provisions associated with this project.
2. **Licenses.** The awarded Contractor must have or obtain a contractor's license (Class C, $50) with the City and County of Broomfield Building Department in order to obtain required permits.

3. **Permitting.** A City and County of Broomfield Public/Private Improvement (PPIP) will be required for the work. Contractor shall provide any other information required for approval of the permit. There will be no permit fees. See Engineering Forms and Permits for more information.
4. **Work Hours.** Work hours are Monday through Friday, 7 a.m. to 7 p.m. Due to this area being closely surrounded with multi-level residential apartments, Saturday work may be allowed for emergency purposes from 9 a.m. to 6 p.m. with a pre-approved Weekend/Holiday Work Request form.
5. **Bonding.** A Bid Bond is required (for contracts in excess of $50,000). The awarded contractor will be required to provide a Performance Bond and a Labor and Material Payment Bond for contracts in excess of $50,000.
6. **Retainage.** Retainage is required to be withheld for contracts in excess of $150,000.
7. **Other Expectations.**
    a. The site shall be maintained in a clean and tidy condition without miscellaneous debris, etc. left onsite. Stockpiled materials and equipment shall be neatly organized and in locations coordinated with Broomfield's CIP Construction Manager.
    b. The Contractor shall be responsible for working with the CIP Construction Manager to minimize impacts to the public.
    c. Once the Contractor has started work, continual onsite progress shall be made until the Work is complete.
    d. Contractor shall implement Best Management Practices (BMP) for stormwater control at all times.

EXHIBIT B
CONTRACTOR'S COST PROPOSAL

Exhibit B
Cost Proposal

BID FORM

Parking Lot Repair/Replacement - Citywide, Project - OAZ0085

Round ALL unit prices to the nearest penny

All bids shall be submitted on this bid form provided. The quantities appearing in the bid form are estimates prepared for the comparison of proposals, and the quantities of work performed and materials to be furnished may be increased, decreased, or omitted. Payment will be based on the actual quantities of work performed. **CONTRACTOR price must include all necessary material, labor and other appurtenances for a complete and working project per the project plans and specifications.**

BASE BID

George Di Ciero City and County Building Parking Lot Improvements

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	General				
1	Mobilization (Not to Exceed 5% of Base Bid total)	LS	1	$ 52,950.00	$ 52,950.00
2	Construction Survey	LS	1	$ 20,000.00	$ 20,000.00
3	Best Management Practices (BMP)	LS	1	$ 9,500.00	$ 9,500.00
4	Storm Water Management Plan (SWMP)	LS	1	$ 3,500.00	$ 3,500.00
5	Tree Protection	LS	1	$ 2,000.00	$ 2,000.00
6	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
	Asphalt Improvements				
7	2-Inch (2.0") Mill and Overlay	SY	8,418	$ 18.25	$ 153,628.50
8	5-Inch (5.0") Remove and Replace	SY	7,272	$ 45.00	$ 327,240.00
9	5-Inch (5.0") Remove, Regrade, and Replace	SY	1,321	$ 57.50	$ 75,957.50
	Concrete Improvements				
10	Remove, Regrade, and Replace Sidewalk	SF	19,866	$ 11.25	$ 223,492.50
11	Remove, Regrade, and Replace Concrete Pavement	SF	1,858	$ 14.75	$ 27,405.50
12	Remove and Replace Curb and Gutter	LF	1,346	$ 45.00	$ 60,570.00
13	Remove and Replace Vertical Curb	LF	786	$ 35.00	$ 27,510.00
	Miscellaneous Improvements				
14	Remove, Salvage, and Reinstall Chase Drain Grates	LF	9	$ 250.00	$ 2,250.00
15	Install ADA Sign and Post (Single-Sided)	EA	13	$ 500.00	$ 6,500.00
17	Install Detectable Warning Surfaces	EA	44	$ 265.00	$ 11,660.00
18	Pavement Striping	LS	1	$ 35,000.00	$ 35,000.00
19	Regrade and Restore Landscaping	SY	185	$ 15.00	$ 2,775.00
20	Regrade and Restore Rockscaping	SY	268	$ 20.00	$ 5,360.00
21	Remove and Replace Concrete with Rockscaping	SY	188	$ 30.00	$ 5,640.00
22	Restore Irrigation	LS	1	$ 5,000.00	$ 5,000.00
23	Adjust Existing Utility Boxes to Grade (Not Specified on Plans)	EA	5	$ 400.00	$ 2,000.00
24	Material Disposal	LS	1	$ 25,000.00	$ 25,000.00
25	Construction Water Deposit Allowance	LS	1	$ 2,500.00	$ 2,500.00
26	Force Account	LS	1	$ 15,000.00	$ 15,000.00
				TOTAL BASE BID	**$ 1,112,439.00**
	Accessible Parking Improvements - Pavement Type Alternates				
ALT A	5-Inch (5.0") Remove, Regrade, and Replace Asphalt (Accessible Parking Stalls)	SY	349	$ 62.50	$ 21,812.50
				TOTAL BASE BID + ALT A	**$ 1,134,251.50**
ALT B	Remove, Regrade, and Replace Asphalt with Concrete (Accessible Parking Stalls)	SF	3,133	$ 14.75	$ 46,211.75
				TOTAL BASE BID + ALT B	**$ 1,158,650.75**

Contractor Name:

ADD ALTERNATE NO. 1

Depot Museum Parking Lot Improvements

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	General				
1	Mobilization (Not to Exceed 5% of Add Alternate No. 1 total)	LS	1	$ 11,550.00	$ 11,550.00
2	Construction Survey	LS	1	$ 5,000.00	$ 5,000.00
3	Best Management Practices (BMP)	LS	1	$ 3,500.00	$ 3,500.00
4	Erosion Control Plan	LS	1	$ 2,500.00	$ 2,500.00
5	Tree Protection	LS	1	$ 500.00	$ 500.00
6	Traffic Control	LS	1	$ 2,000.00	$ 2,000.00
	Asphalt Improvements				
7	2-inch (2.0") Mill and Overlay	SY	26	$ 35.00	$ 910.00
8	4-Inch (4.0") Remove and Replace	SY	70	$ 50.00	$ 3,500.00
9	4-Inch (4.0") Remove, Regrade, and Replace	SY	1,241	$ 57.50	$ 71,357.50
	Concrete Improvements				
10	Remove, Regrade, and Replace Sidewalk	SF	4,572	$ 11.25	$ 51,435.00
11	Remove, Regrade, and Replace Concrete Pavement	SF	290	$ 15.00	$ 4,350.00
12	Remove and Replace Concrete Pavement	SF	131	$ 13.00	$ 1,703.00
13	Remove and Replace Curb and Gutter	LF	493	$ 45.00	$ 22,185.00
14	Remove and Replace Vertical Curb	LF	171	$ 35.00	$ 5,985.00
	Miscellaneous Improvements				
15	Remove, Salvage, and Reinstall Chase Drain Grates	LF	44	$250.00	$ 11,000.00
16	Install ADA Sign and Post (Single-Sided)	EA	5	$500.00	$ 2,500.00
18	Install Detectable Warning Surfaces	EA	8	$265.00	$ 2,120.00
19	Pavement Striping	LS	1	$3,500.00	$ 3,500.00
20	Regrade and Restore Landscaping	SY	404	$15.00	$ 6,060.00
21	Restore Irrigation	LS	1	$2,500.00	$ 2,500.00
22	Adjust Existing Utility Boxes to Grade	EA	1	$400.00	$ 400.00
23	Material Disposal	LS	1	$16,000.00	$ 16,000.00
24	Construction Water Deposit Allowance	LS	1	$2,500.00	$ 2,500.00
25	Force Account	LS	1	$10,000.00	$ 10,000.00
				TOTAL ADD ALTERNATE 1	**$ 243,055.50**
	Accessible Parking Improvements - Pavement Type Alternates				
ALT 1A	4-Inch (4.0") Remove, Regrade, and Replace Asphalt (Accessible Parking Stalls)	SY	147	$ 60.00	$ 8,820.00

NOT PART OF CONTRACT
NOT PART OF CONTRACT

			TOTAL ADD ALTERNATE 1 + ALT 1A		$ 251,875.50
ALT 1B	Remove, Regrade, and Replace Asphalt with Concrete (Accessible Parking Stalls)	SF	1,322	$ 14.75	$ 19,499.50
			TOTAL ADD ALTERNATE 1 + ALT 1B		$ 262,555.00

ADD ALTERNATE NO. 2

Outlook Park Parking Lot Improvements

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	General				
1	Mobilization (Not to Exceed 5% of Add Alternate No. 2 total)	LS	1	$ 4,700.00	$ 4,700.00
2	Construction Survey	LS	1	$ 2,500.00	$ 2,500.00
3	Best Management Practices (BMP)	LS	1	$ 3,500.00	$ 3,500.00
4	Erosion Control Plan	LS	1	$ 2,500.00	$ 2,500.00
5	Tree Protection	LS	1	$ 500.00	$ 500.00
6	Traffic Control	LS	1	$ 2,000.00	$ 2,000.00
	Asphalt Improvements				
7	2-Inch (2.0") Mill and Overlay	SY	346	$ 35.00	$ 12,110.00
8	4-Inch (4.0") Remove and Replace	SY	326	$ 52.50	$ 17,115.00
9	4-Inch (4.0") Remove, Regrade, and Replace	SY	92	$ 60.00	$ 5,520.00
	Concrete Improvements				
10	Remove, Regrade, and Replace Sidewalk	SF	947	$ 11.25	$ 10,653.75
11	Remove, Regrade, and Replace Concrete Pavement	SF	321	$ 15.00	$ 4,815.00
12	Remove and Replace Curb and Gutter	LF	89	$ 50.00	$ 4,450.00
13	Remove and Replace Vertical Curb	LF	65	$ 40.00	$ 2,600.00
	Miscellaneous Improvements				
14	Remove, Salvage, and Reinstall Chase Drain Grates	LF	5	$ 250.00	$ 1,250.00
15	Install ADA Sign and Post (Single-Sided)	EA	1	$ 500.00	$ 500.00
17	Pavement Striping	LS	1	$ 1,500.00	$ 1,500.00
18	Install Detectable Warning Surfaces	EA	3	$ 265.00	$ 795.00
19	Adjust Existing Utility Box to Grade	EA	1	$ 400.00	$ 400.00
20	Regrade and Restore Landscaping	SY	33	$ 20.00	$ 660.00
21	Restore Irrigation	LS	1	$ 500.00	$ 500.00
22	Material Disposal	LS	1	$ 8,000.00	$ 8,000.00
23	Construction Water Deposit Allowance	LS	1	$ 2,500.00	$ 2,500.00
24	Force Account	LS	1	$ 10,000.00	$ 10,000.00
				TOTAL ADD ALTERNATE 2	$ 99,068.75
	Accessible Parking Improvements - Pavement Type Alternates				
ALT 2A	5-Inch (5.0") Remove, Regrade, and Replace Asphalt (Accessible Parking Stalls)	SY	33	$ 75.00	$ 2,475.00
				TOTAL ADD ALTERNATE 2 + ALT 2A	$ 101,543.75
ALT 2B	Remove, Regrade, and Replace Asphalt with Concrete (Accessible Parking Stalls)	SF	291	$ 15.00	$ 4,365.00
				TOTAL ADD ALTERNATE 2 + ALT 2B	$ 103,433.75

Optional Costs

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	1-Inch (1.0") Mill	SY		$ 5.00	
	1-Inch (1.0") Overlay	SY		$ 13.25	
	Aggregate Base	SY/IN		$ 2.00	
	Cement Treated Base	CY		$ 100.00	
	Landscape/Irrigation Rehabilitation - Outside the two feet base bid boundary	SF		$ 3.00	

BID SUMMARY

~~**BASE BID (George DiCiero Parking Lot) + Alt A**~~	~~$ 1,134,251.50~~
BASE BID (George DiCiero Parking Lot) + Alt B	$ 1,158,650.75
~~**ADD ALTERNATE 1 (Depot Museum Parking Lot) + Alt 1A**~~	~~$ 251,875.50~~
~~**ADD ALTERNATE 1 (Depot Museum Parking Lot) + Alt 1B**~~	~~$ 262,555.00~~
~~**ADD ALTERNATE 2 (Outlook Park Parking Lot) + Alt 2A**~~	~~$ 101,543.75~~
ADD ALTERNATE 2 (Outlook Park Parking Lot) + Alt 2B	$ 103,433.75

For Add Alternate Bid Items:

All schedules (bid items) must be bid. Add alternate bid item wil not be awarded independent of the Base Bid. Add alternate bid item(s), if accepted, shall be inlcuded in the contract and the amount shall be adjusted from the Base Bid at the time of award. The City shall have sole discretion in determining the selection of the add alternate bid item(s). The award will be based on the Base Bid plus selected alternate items.

For Optional Items:

Optional items are not bid items. Bidders are requested to quote a unit price for all the available options with reasonable pricing, however, it is not part of the mandatory requirements of the bid. These items will **not** be used as a basis to award the contract. The City shall have sole discretion in utilizing these unit prices for the work as needed.

EXHIBIT C

INSURANCE REQUIREMENTS

Exhibit C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	Moody Insurance Agency	
Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237		PHONE (A/C, No, Ext):	(303) 824-6600	FAX (A/C, No): (303) 370-0118
		E-MAIL ADDRESS:	certrequest@moodyins.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :	United Fire & Casualty Company	13021
INSURED		INSURER B :	Pinnacol Assurance	41190
Denver Dirt Works, Inc. 8330 N Sundown Trail Parker CO 80134		INSURER C :	Berkley Assurance Company	32603
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		60543378	08/15/2024	08/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			60543378	08/15/2024	08/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			60543378	08/15/2024	08/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4253495	08/15/2024	08/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional & Pollution Liability			PCXB50276411224	08/15/2024	08/15/2025	Policy Aggregate Each Prof Claim Limit Each Poll Claim Limit	$3,000,000 $3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Parking Lot Repiar/Replacement - Citywide 0AZ0085

CERTIFICATE HOLDER

City of Broomfield
One DesCombes Drive
Broomfield CO 80020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Moody Insurance Agency

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Moody Insurance Agency, Inc.	Denver Dirt Works, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Contractors Equipment Floater
Policy No. 60543378
Policy Effective Date: 08/15/2024
Policy Expiration Date: 08/15/2025
Scheduled Equipment: $1,878,730
Scheduled Equipment Deductible: $1,000
Leased & Rented Equipment Limit: $250,000
Leased & Rented Deductible: $1,000

General Liability:
CG 2038 1219 Form Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CG 2038 1219 when required by written contract.
Blanket Waiver of Subrogation applies only to the extent provided in form CG 7279 0717 when required by written contract.
Primary and Non-Contributory status only to the extent provided in form IL 7105 1014 when required by written contract.

Auto Liability:
CA 7109 0117 Form Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CA 7109 0117 when required by written contract.
Blanket Waiver of Subrogation applies only to the extent provided in form CA 7109 0117 when required by written contract.
Primary and Non-Contributory status only to the extent provided in form CA 0449 1116 when required by written contract.

Excess Liability:
Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.

Worker's Compensation:
359-B Form Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:
The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;

(3) The additional insured gives us prompt written notice of any “occurrence” which may result in a claim and prompt written notice of “suit”;

(4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the “suit”, and otherwise complies with policy conditions.

(5) The additional insured must tender the defense and indemnity of any claim or “suit” to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term “insures against” refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

(6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

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LIMITED ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Vendors
* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 11 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. Damage to Property is deleted and replaced by the following:

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j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

b. "Property Damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

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b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) “Bodily injury” or “Property damage”.

(7) Failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of “your product”.

(11) “Product recall expense” arising from the “product recall” of any of “your products” for which coverage is excluded by endorsement.

(12) Any “product recall” initiated due to the expiration of the designated shelf life of “your product”.

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under **Coverage H (Section I)** applies to “property damage” arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Item **1.b.** is amended as follows:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following **:**

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage **A** does not apply to “bodily injury” or “property damage” that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage **B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of “your products” shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Sub-paragraphs **d**. or **f.**; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

6. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

7. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

8. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or “personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the “bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

9. Additional Insured - Employee Injury to Another Employee

With respect to your “employees” who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN NAMED INSURED** is amended to read:

a. “Bodily injury” or “personal and advertising injury”

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **9** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B;** and

d. Damages under Coverage **H.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G.**

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

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B. The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

9. Coverage G - Product Recall Expense

Aggregate Limit $50,000

Each Product Recall Limit $25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **9** of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage **A** for damages because of "property damage" covered under **Coverage D - 9. Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.,** Items **a.** and **b**. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

i. How, when and where the "occurrence" took place;

ii. The names and addresses of any injured persons and witnesses, and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition **(5)** of **2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item **12. "**Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3.** “bodily injury” is deleted and replaced with the following:

3. “bodily injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. “Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.
Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

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C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

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(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease / loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions** , the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV**, **BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions , the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

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Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU (ISO 04/13)

This endorsement modifies insurance provided under the following:

PREMIUM 1,100

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Terms and provisions of this endorsement shall supercede any inconsistent language in any other coverage form

1. **Section II – Who Is An Insured** is amended to include as an additional insured:
   - **a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
   - **b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

     Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" specified in the "written contract" and included in the "products-completed operations hazard".

     However:
     - **(1)** The insurance afforded to such additional insureds only applies to the extent permitted by law;
     - **(2)** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
     - **(3)** Such coverage will not apply subsequent to the first to occur of the following:
       - **i.** The expiration of the period of time required by the "written contract"; or
       - **ii.** The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
   - **c.** With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

     This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:
     - **(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
     - **(2)** Supervisory, inspection, architectural or engineering activities.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
   - **a.** Required by the contract or agreement; or
   - **b.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

   "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
   - **a.** Is currently in effect or becoming effective during the term of this policy; and
   - **b.** Was executed prior to:
     - **(1)** The "bodily injury" or "property damage"; or
     - **(2)** The offense that caused the "personal and advertising injury",

     for which the additional insured seeks coverage under this coverage part.

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PINNACOL ASSURANCE

7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4253495

Denver Dirt Works Inc, Bruno Civil LL
8330 N Sundown Trail
Parker, CO 80134

Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date:October 18, 2024 Expires on: August 1, 2025
Pinnacol Assurance has issued this endorsement October 18, 2024

EXHIBIT D

GENERAL CONDITIONS

Exhibit D

GENERAL CONDITIONS

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GENERAL CONDITIONS

PART 1 - DEFINITIONS

1.01 If used in these General Conditions or in the other Contract Documents, the following terms or abbreviations shall have the meanings indicated which are applicable to both the singular and plural thereof:

1.02 Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

1.03 Agreement: The written Agreement between City and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.04 Application for Payment: The form accepted by the Project Manager which is to be used by Contractor in requesting progress payments (if any) or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.05 Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06 Bidder: Any individual, firm, or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

1.07 Bonds: Bid Bonds, Performance Bonds, Payment Bonds, and other instruments of security.

1.08 Change Order: A written order to Contractor signed by Contractor, Project Manager, and City authorizing an addition, deletion or revision to the Work or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.09 City: The City and County of Broomfield, Colorado.

1.10 Completion: The work, or a portion thereof, has progressed where, in the opinion of the Project Manager it is sufficiently complete, in accordance with the Contract Documents, so that the work can be used for the purposes for which it was intended.

1.11 Consultant: The person (or his designee) or firm designated as such in the Agreement. Consultant may be an engineer, architect, surveyor, or other professional hired by the City.

1.12 Contract or Contract Documents: The written Agreement executed between the City and the successful Bidder covering the performance of the Work and the furnishing of labor and materials, by which the Contractor is bound to perform the Work and furnish the labor and materials, and by which the City is obligated to compensate him therefore at the mutually established and accepted rate or price. The Contract Documents shall include all the documents identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.13 Contract Price: The money payable by City to Contractor under the terms of the Contract Documents as stated in the Agreement.

1.14 Contract Time: The number of days (computed as provided in Section 14.02) or the date stated in the Agreement for the completion of the Work.

1.15 Contractor: The individual, partnership, firm, or corporation with whom City has entered into the Agreement, acting directly or through lawful agents or employees, primarily liable for acceptable performance of the Work and also for the payment of all legal debts pertaining to the Work.

1.16 Day: A calendar day of 24 hours measured from midnight to the next midnight.

1.17 Defective: An adjective which, when modifying the word Work, refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Project Manager's recommendation for final payment.

1.18 Drawings: The drawings which indicate the character and scope of the Work to be performed and which have been prepared or approved by Consultant and are referred to in the Contract Documents.

1.19 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.20 Equipment: All machinery, together with the necessary parts supplied for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.21 Intention of Terms: Whenever the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used it shall be understood that the direction, requirement, permission, order, designation or prescription of the Project Manager is intended; and similarly, the words "approved", "acceptable", "satisfactory" or words of like import shall mean approved by, acceptable to, satisfactory to the Project Manager, subject in each case to the final determination of the City. Any reference to a paragraph or subparagraph within a section shall include the general provisions of the section or sections and paragraph pertinent thereto.

1.22 Modification: (a) a written amendment to the Contract Documents signed by both parties; (b) a Change Order; or (c) a Supplemental Agreement. A Modification may only be issued after the effective date of the Agreement.

1.23 Notice of Intent to Award: The written notice by City to the apparent successful Bidder setting forth conditions precedent to the signing and delivery of the Agreement and required insurance by the City.

1.24 Notice of Award: The written notice by City to the Contractor setting forth the surety requirements.

1.25 Notice to Proceed: A written notice given by City to Contractor fixing the date on which the Contract Time will commence and on which Contractor shall start to perform his obligations under the Contract Documents.

1.26 Owner: City and County of Broomfield, Colorado.

1.27 Payment Bond: The approved form of security /furnished by the Contractor and his surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the Work, as provided by state statute.

1.28 Performance Bond: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith and ability on the part of the Contractor to execute the Work in accordance with the Contract Documents.

1.29 Plans: The official plans, working drawings, or supplemental drawings or exact reproductions thereof, approved by the Consultant which show the location, character, dimension, and details of the Work to be done and which are to be considered as part of the Contract Documents.

1.30 Project Manager: The employee of the City who has been assigned to oversee the Project and to serve as a liaison between the City and the Consultant and/or between the City and the Contractor.

1.31 Project: The total construction; of which the Work to be provided under the Contract Documents may be the whole or a part.

1.32 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

1.33 Special Conditions: The specific clauses setting forth conditions or requirements peculiar to the Work which are part of the Specifications.

1.34 Specifications: The directions, provisions, and requirements contained herein, including any drawings, Plans, Special Conditions, or Specifications provided by or referred to by the City, pertaining to the method and manner of performing the Work, or to the quantities or the qualities of materials to be furnished under the Agreement.

1.35 Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.36 Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the written opinion of the Project Manager, it is sufficiently complete in accordance with the Contract Documents so that the Work (or specified part thereof) can be utilized or partially

utilized for the purposes for which it was intended; or if there be no such written opinion, when final payment is due in accordance with Section 11.19. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.37 Superintendent: Executive representative for the Contractor who shall be present at the Work site at all times, authorized to receive and fulfill instructions from the Project Manager and capable of superintending the Work efficiently.

1.38 Supplemental Agreement: An Agreement executed by the Contractor and the City with the consent of the Contractor's Surety, covering work not included in the Specifications and as specified in Section 6.05.

1.39 Surety: The corporate body or individuals who are bound by the Performance Bond and the Payment Bond, with and for the Contractor, and which engage to be responsible for the entire and satisfactory fulfillment of the Agreement and for the payment of all debts incurred in fulfilling the Agreement.

1.40 Work: The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the Contract Documents and the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents.

PART 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds: Within fifteen (15) days of the date of the Notice of Award, Contractor shall deliver the Performance Bond and Payment Bond.

2.02 Approval of Agreement: No Agreement is binding upon the City until it has been executed by the City and delivered to the Contractor.

2.03 Copies of Documents: City shall furnish to Contractor electronic copies of the Contract Documents.

2.04 Notice to Proceed (Commencement of Contract Time): The Contract Time will commence to run in accordance with the Notice to Proceed.

2.05 Starting the Project: Contractor shall start to perform Work in accordance with the Notice to Proceed, but no work shall be done at the site prior to the Notice to Proceed.

2.06 Before Starting Construction: Before undertaking any part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to City and Project Manager any conflict, error or discrepancy which Contractor may discover; however, Contractor shall not be liable to City or Project Manager for failure to report any conflict, error or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

2.07 Initial Schedule: Within fifteen (15) days of the date of the Notice of Award (unless otherwise specified in the Special Conditions), Contractor shall submit to the Project Manager for review and acceptance an initial schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and an initial schedule of values of the Work.

2.08 Proof of Insurance: When Contractor executes the Agreement, Contractor shall deliver to the City certificates (and other evidence requested by City) of insurance which Contractor is required to purchase and maintain in accordance with these Contract Documents.

2.09 Preconstruction Conference: Before Contractor starts Work at the site, a conference will be held for review and acceptance of the schedules referred to in Section 2.07 to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish such working understandings among the parties as to the Work as are consistent with the Contract Documents.

PART 3 – INTENT AND REUSE OF CONTRACT DOCUMENTS

3.01 General Intent: It is the intent of the Contract Documents is to describe a complete project which may be utilized for its intended purpose as may be more fully described in the Special Conditions. The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. They may be altered only by a Modification.

3.02 The Contract Documents are Complementary: What is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Project Manager and City, in writing, at once and before proceeding with the Work affected thereby; however, Contractor shall not be liable to City or Project Manager for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

3.03 Specifications and Drawings: It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications and Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of City, Project Manager, Contractor, or Consultant, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by Project Manager as provided for in Section 7.06.

3.04 Reuse of Documents: Neither Contractor or Subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Consultant; and they shall not reuse any of them on extensions of the Project or on any other Project without written consent of the City and Consultant and specific written verification or adoption by Consultant.

PART 4 – PHYSICAL CONDITIONS

4.01 Investigations and Reports: The Special Conditions, if any, identify those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

4.02 Unforeseen Physical Conditions: Contractor shall promptly notify Project Manager, in writing, of any substance or latent physical conditions at the site or in any existing structure differing materially from those indicated or referred to in the Contract Documents. The Project Manager will promptly review those conditions and advise if further investigation or tests are necessary. Promptly thereafter, Project Manager shall obtain the necessary additional investigations and tests and furnish copies to the Consultant and Contractor. If Project Manager and Consultant find that the results show subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor after personal investigation and testing, a Change Order shall be issued incorporating the necessary revisions.

PART 5 – BONDS AND INSURANCE REQUIREMENTS

5.01 General: The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required by the Contract Documents and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on this Project until all similar insurance required of the Subcontractor has been obtained and approved. During the life of this Agreement, the Contractor must maintain the insurance coverages required by the Agreement. The City must be named as an additional insured. Limits of liability must be at least those set forth in the Instructions to Bidders - Insurance Requirements. However, the insurance requirements contained in the Contract Documents shall not be deemed to limit or define the obligations of the Contractor as provided elsewhere in these General Conditions. The Contractor shall be responsible for payment of all deductibles under such policies.

5.02 Indemnification: The Contractor expressly agrees to indemnify and hold harmless the City as required under the Agreement.

5.03 Adjustment and Settlement of Insurance Claims: City as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to City's exercise of this power. If such objection be made,

City as trustee shall only make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

5.04 Performance and Payment and Other Bonds: Contractor shall furnish a Performance Bond and a Payment Bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect through any warranty or guarantee periods. Contractor shall also furnish such other Bonds as are required by the Special Conditions (if any). All Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as are licensed to conduct business in the State of Colorado. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the Surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of this Section, Contractor shall within 5 days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

5.05 Notice of Changes in Work: If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to City.

PART 6 – SCOPE OF WORK

6.01 Intent of Specifications: The intent of the Specifications is to prescribe a complete Work or improvement which the Contractor undertakes to do in full compliance with the Contract Documents, together with any authorized alterations, Special Conditions and Modifications. The Contractor shall perform all items of work covered and stipulated in the Contract Documents, together with any authorized alterations, all in accordance with the lines, grades, cross-sections and dimensions shown in the Specifications. The Contractor shall furnish, unless otherwise provided in the Specifications, all materials, equipment, implements, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

Should any additional construction or conditions be anticipated, Specifications for such work may be prepared and attached to the Agreement and shall be considered as part of the Specifications. Should any Specifications, including the Special Conditions, conflict with the General Conditions, the Specifications will govern.

6.02 Changes and Increased or Decreased Quantities of Work: The City reserves the right to make such changes, from time to time, in the Specifications, the character, or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities and the unit prices bid or the lump sum bid, by more than 25%; and provided further that such alteration does not change the total cost of any major item, based on the originally estimated quantities and the units prices bid or schedule of values items, by more than 25%. (A major item shall be construed to be any item, the total cost of which is equal to or greater than 10% of the total contract amount, computed on the basis of the Bid Quantity and the contract

unit prices or schedule of values amount.) Should it become necessary for the best interest of the City to make changes in excess of that herein specified, the same shall be covered by a Supplemental Agreement. The Contractor shall not start work on any alteration requiring a Supplemental Agreement until the Agreement setting forth the adjusted prices shall be executed by the City and the Contractor. In case a satisfactory adjustment in price cannot be reached for any item requiring a Supplemental Agreement, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work as altered or decreased. Project Manager may authorize minor changes in the Work not involving an adjustment of the Contract Price or Contract Time, which are consistent with the overall intent of the Contract Documents. Said minor changes shall be binding on City and Contractor, and shall be performed promptly by Contractor.

6.03 Deleted Items: The Project Manager may, in writing, order deleted from the Work any item other than major items found unnecessary to the project and such deletion shall not be a waiver of any condition of the Agreement nor invalidate any of the provisions thereof. Major items may be deleted by supplemental agreements. The Contractor will be paid for all work done toward the completion of the item prior to such deletion as provided in Section 11.06.

6.04 Extra Work: When work is necessary to the proper completion of the Project for which no quantities or prices were given in the Bid or Agreement, the same shall be called extra work and shall be performed by the Contractor when so authorized in writing by the Project Manager. Extra work shall be performed by the Contractor in accordance with the Contract Documents in a proper and workmanlike manner and as may be authorized by the Project Manager. Prices for extra work shall be itemized and covered by a Change Order or Supplemental Agreement submitted by the Contractor and approved by the Project Manager prior to the actual starting of such work. Should the parties be unable to agree on unit prices or a lump sum for the extra work, or if this method is impractical, the Project Manager may instruct the Contractor to proceed with the work on the basis of the Cost of the Work as hereinafter provided in Section 11.08. Claims for extra work not authorized in writing by the Project Manager prior to the work being done will be rejected.

6.05 Maintenance of Traffic: Unless the Contract Documents specifically provides for the closing to traffic of any local road or highway while construction is in progress, all roads and highways shall be kept open to all traffic by the Contractor. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings, or intersections with roads and highways. The Contractor shall bear all expenses in maintaining traffic over the section of road or highway affected by the Work to be done under this Agreement, and of constructing and maintaining such approaches, crossings, intersections and any accessory features without direct compensation, except as otherwise provided.

6.06 Removal and Disposal of Structures and Obstructions: All structures or obstructions found on the site and shown in the Specifications or Drawings which are not to remain in place or which are not to be used in new construction shall be removed to the satisfaction of the Project Manager. Unless specified in the Contract Documents, this work will not be paid for separately but will be included in the price bid for that portion of the Work requiring the removal of the structure or obstruction. All material found on the site or removed from it shall remain the property of the City unless otherwise indicated.

6.07 Use of Materials Found on the Work: The Contractor, with the consent of the Project Manager, may use in the proposed construction any stone, sand, or gravel found on the site. The Contractor will not be paid for such excavation unless specifically stated in the Contract Documents, and Contractor shall replace with other suitable material, without compensation, all of that portion of the material so removed and used. If it was intended by the Project Manager and indicated in the specifications that any or all of the materials so excavated and used were to have been wasted, then the Contractor will not be required to replace it. The Contractor shall not excavate any material from the site which is not within the excavation as indicated by the slope and grade lines, without prior consent by the Project Manager.

6.08 Final Cleaning Up: Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on property adjacent, will not be considered as having been disposed of satisfactorily.

PART 7 – PROSECUTION OF THE WORK

7.01 Authority and Duties of Project Manager

7.01.01_The Project Manager shall decide any and all questions which may arise as to the quality and acceptability of the materials furnished, the work performed, the manner of performance and the rate of progress of the Work. He shall decide all questions which may arise as to the interpretation of the Specifications, all questions as to acceptable fulfillment of the Agreement all disputes and mutual rights by the Contractors, if there be more than one Contractor on the Work, and all questions as to compensation. The decision of the Project Manager shall be final and he shall have executive authority to make effective such decisions and to compel the Contractor to carry out all orders promptly.

7.01.02 Project Manager shall be authorized to inspect work done and material furnished. Such inspection may extend to any part of the Work and to the preparation, fabrication, or manufacture of materials to be used. The Project Manager is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. He shall have the authority to reject materials or suspend the work not conforming to the Contract Documents until any questions at issue can be referred to and decided between the Consultant and the City. If the Contractor refuses to suspend operations on verbal order, the Project Manager shall issue a written order giving the reason for shutting down the Work. After placing the order in the hands of the person in charge, the Project Manager shall immediately leave the job. Work done during the absence of the Project Manager will not be accepted nor paid for. The Project Manager shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the Project Manager may give the Contractor shall in no way be construed as releasing the Contractor from fulfilling all of the terms of the Contract.

7.02 Plans and Shop Drawings: The approved Plans will show details of all structures; lines and grades of roadways and utility systems, typical cross-sections of roadways; character of foundation;

location and designation of all structures; and the general arrangement of circuits and outlets, location of switches, panel boards and other work. Drawings and specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both. Data presented on these drawings are as accurate as planning can determine, but accuracy is not guaranteed and field verifications of all dimensions, locations, levels, and other data to suit field conditions is directed. The Contractor shall review all structural and mechanical plans and adjust all work to conform to all conditions shown therein. Discrepancies between different plans, or between plans and specifications, or regulations and codes governing the installation shall be brought to the attention of the Project Manager in writing as soon as said discrepancies are noticed. In the event such discrepancies exist and the Project Manager is not so notified, the Project Manager shall reserve the right to exercise sole authority in making final decisions, after consultation with Consultant as needed, in resolution of such a conflict. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Plans shall be in writing and approved by the Project Manager. When, at any time, reference is made to "the Plans", the interpretation shall be the Plans as affected by all authorized alterations then in effect. Plans will be supplemented by such shop drawings, to be prepared by Contractor as are necessary to adequately control the Work.

7.02.01 After checking and verifying all field measurements and approving Shop Drawings, Contractor shall submit to Project Manager for review, in accordance with the accepted schedule of Shop Drawing submissions (see Section 2.09), electronic copies (unless otherwise specified in the Specifications) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable Project Manager to review the information as required.

7.02.02 At the time of each submission, Contractor shall, in writing, call Project Manager's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

7.02.03 Project Manager will review with reasonable promptness Shop Drawings and samples, but Project Manager's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Project Manager and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for Project Manager's review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Project Manager that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

7.02.04 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed by Project Manager.

7.02.05 Project Manager's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any deviations from the Contract Documents unless Contractor has in writing called Project Manager's attention to such deviation at the time of submission and Project Manager has given written concurrence and approval to the specific deviation, nor shall any occurrence or approval by Project Manager relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

7.02.06 The cost of furnishing all Shop Drawings shall be borne by the Contractor.

7.03 Operating Manuals and Parts Lists: The Contractor shall submit complete electronic copies of operating manuals and parts lists to the Project Manager for all items of mechanical and electrical equipment incorporated into the Work unless specified otherwise in the Specifications.

7.04 As-Built Drawings: A complete set of drawings shall be maintained at the site, with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings, not used for construction purposes, which shall be kept up-to-date as the job progresses and shall be made available for inspection by the City and Consultant at all times. Upon completion of the Agreement, this set of drawings shall be delivered to the Project Manager.

7.05 Conformity with Plans and Allowable Deviations: Finished surfaces in all cases shall conform with lines, grades, cross-sections and dimensions shown on the Plans and Specifications and any approved changes or deviations. Any deviation from the Specifications and approved drawings, as may be required by the demands of construction, will in all cases be determined by the Project Manager and authorized in writing.

7.06 Coordination of Plans and Specifications: The Specifications and all supplementary plans and documents are essential parts of the Agreement, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative to describe and provide for a complete Work. The Contractor shall not take advantage of any apparent error or omission in the Specifications. In the event the Contractor discovers any apparent conflict, error or discrepancy, he shall immediately call upon the Project Manager for his interpretation and decision, and such decision shall be final. Any apparent error or discrepancy must be resolved before Contractor proceeds with the Work affected thereby.

7.06.01 In resolving such conflicts, errors and discrepancies, the following documents shall be given preference in the following order: (l) Specifications; (2) General Conditions.

7.06.02 With reference to the drawings the order of precedence is as follows:

(1) Figures govern over scaled dimensions;
(2) Detail drawings govern over general drawings;
(3) Change order drawings govern over contract drawings;
(4) Contract drawings govern over standard drawings; and
(5) Contract drawings govern over shop drawings.

7.07 Cooperation of Contractor: Contractor shall have available on the Work site at all times one copy of the Plans and Specifications, exclusive of the set designated for as-built Drawings in Section 7.04. The Contractor shall give to the Work the constant attention necessary to facilitate the progress thereof, and he shall cooperate with the Project Manager and with other contractors in every way possible. The Project Manager shall designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent Superintendent on the Work at all times who is fully authorized as his agent on the Work; such Superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Project Manager, or his authorized representative. The Superintendent shall have full authority to execute the Work specified in the Contract Documents without delay and to promptly supply materials, tools, equipment and labor as may be required to perform such work. Such Superintendent shall be furnished irrespective of the amount of work sub-let. Said Superintendent shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

7.08 Tests and Inspections: Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections, tests or approvals.

7.08.01 If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Project Manager's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for review prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by City (unless otherwise specified). In the event any tests do not pass initially, and therefore must be performed again, all such extra tests shall be paid for by Contractor.

7.08.02 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any other public body having jurisdiction shall be performed by organizations acceptable to City and Contractor (or by Consultant if so specified).

7.08.03 If any Work that is to be inspected, tested or approved is covered without concurrence of Project Manager, it must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover such Work and Project Manager has not acted with reasonable promptness in response to such notice.

7.08.04 Neither observations by Project Manager nor inspections, tests or approvals by others shall relieve Contractor of his obligations to perform the Work in accordance with the Contract Documents.

7.09 Uncovering Work: If the Consultant or Project Manager requests it, the Contractor shall, at any time before acceptance of the Work, remove or uncover such portions of the finished Work that was not inspected by the Project Manager, or that the Consultant believes has not met the standards

set forth in the Contract Documents. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the work thus exposed, examined, or tested prove acceptable, the uncovering or removing and the replacing of the coverage or making good of the parts removed, shall be paid for as Extra Work; but should the work so exposed, examined, or tested prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. In any event, any work done or material used without suitable observation or inspection by the Project Manager or his authorized representative may be ordered uncovered, removed and replaced at the Contractor's expense. Any work outside the normal 5 day, 40 hour week will require that the Consultant be on the job. All inspection so required shall be done at the Contractor's expense and the cost thereof may be deducted from any funds due Contractor. The Contractor shall notify the Project Manager at least 24 hours in advance of the starting of any overtime work.

7.10 Removal of Defective and Unauthorized Work: All work which has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, be removed and replaced at the Contractor's expense. Work done without lines and grades having been given, Work done beyond the lines and grades shown on the Plans, or as given, except as herein provided, Work done without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized and, at the option of the Project Manager, may not be measured and paid for and may be ordered removed and replaced at the Contractor's expense. Upon the failure of the Contractor to repair satisfactorily or to remove and replace rejected, unauthorized or condemned work immediately after receiving formal notice from the Project Manager, the City may recover for such defective Work on the Contractor's bond(s) or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to the Contractor, which cost may be deducted from any money due him. In exercising its rights under this paragraph, City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, Project Manager, Consultant and their agents and employees such access to the site as may be necessary to enable City to exercise its rights under this paragraph. All direct and indirect costs of City in exercising such rights shall be charged against Contractor in an amount verified by Project Manager and agreed to by City, and a Change Order will be issued incorporating the necessary revisions to the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of its rights hereunder.

7.11 Disputed Claims for Extra Work: In case the Contractor deems extra compensation is due him for work or materials not clearly covered in the Agreement, or not ordered by the Project Manager as an extra, the Contractor shall notify the Project Manager in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim and shall afford the

Project Manager every facility for keeping strict account of the actual cost of the work. Failure on the part of the Contractor to give such notification or to afford the Project Manager proper facilities for keeping strict account of actual cost shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the Project Manager shall not in any way be construed to prove the validity of the claim. When the work has been completed, the Contractor shall, within 15 days, file his claim for extra compensation with the Project Manager, who will present it to the City for consideration with his recommendations. Further written supporting data will be submitted to the Project Manager within 45 days of completion of the aforementioned work unless Project Manager allows an additional period of time to ascertain more accurate data. Project Manager shall render a decision to Contractor within a reasonable period of time.

7.12 Rejecting Defective Work: Project Manager will have authority to reject Work which is defective, and will also have authority to require special inspection or testing of the Work as provided in this PART 7 whether or not the work is fabricated, installed or completed.

PART 8 – CONTROL OF MATERIAL

8.01 Source of Supply and Quality of Materials: The source of supply of each of the materials required shall be reviewed and accepted by the Project Manager before delivery is started. Representative preliminary samples of the character and quality specified may be submitted by the Contractor or producer for examination and testing. The results obtained from testing such samples may be used for preliminary review but will not be used as a final acceptance of the materials. All materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing, it is found that sources of supply which have been reviewed and accepted do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish acceptable materials from other sources acceptable to the Project Manager.

8.02 Acceptance of Materials: Samples of all materials for testing, upon which is to be based acceptance or rejection, shall be taken by the Project Manager or his authorized representative at the discretion of the Project Manager. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection, and testing shall be done in accordance with the methods hereinafter prescribed. The Contractor shall provide such facilities as the Project Manager or his authorized representative may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the Work any materials represented by the samples until tests have been made and the material found to be acceptable. Only materials conforming to the requirements of the Specifications and which have been accepted by the Project Manager shall be used in the Work. Any material which, after acceptance, has for any reason become unfit for use shall not be incorporated into the Work. Additionally, Contractor and Project Manager shall be subject to the procedures and responsibilities set forth in Section 7.02.02 through 7.02.06 as they pertain to samples.

8.03 Cited Specifications, Samples and Tests: Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the Specifications, shall be in accordance with the most current standards set forth in the Specifications. The testing of all samples shall be done at the expense of the Contractor (unless otherwise specified

in the Contract Documents) at an independent laboratory accepted by the Project Manager. The Contractor shall furnish the required samples without charge. All samples shall have been checked and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. The Contractor shall give sufficient notification to the Project Manager of the placing of orders for materials to permit testing.

8.04 Storage: Materials shall be stored so as to insure the preservation of their quality and fitness for the Work. When considered necessary by the Project Manager, they shall be placed on wooden platforms, or other hard, clean surfaces and not on the ground, and shall be placed under cover or otherwise protected. Stored materials shall be located so as to facilitate prompt inspection.

8.05 Substitution of Materials and Equipment: Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by Project Manager if sufficient information is submitted by Contractor to allow Project Manager to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Project Manager will be as set forth in Sections 8.05.01 and 8.05.02 below as supplemented in the Specifications.

8.05.01 Requests for review of substitute items of material and equipment will not be accepted by Project Manager from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Project Manager for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Project Manager in evaluating the proposed substitute. Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Project Manager will be the sole judge of acceptability, and no substitute will be ordered or installed without Project Manager's prior written acceptance. City may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

8.05.02 Project Manager will record time required by Project Manager and Project Manager's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents or Specifications occasioned thereby. Whether or not Project Manager accepts a proposed substitute, Contractor shall reimburse the City for the charges of Project Manager and Project Manager's consultants for evaluating any proposed substitute.

8.05.03 In case of a difference in price, the City shall receive benefit of the difference for any substitutions, and the contract amount shall be altered by Change Order to credit the City with any savings so obtained with allowance for a Contractor's fee per Section 11.10.

8.06 Defective Materials: All materials not conforming to the requirements of the Specifications shall be considered defective. Whether in place or not, such material shall be removed immediately from the site of the Work, unless otherwise permitted by the Project Manager. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply promptly with any order of the Project Manager made under the provisions of this Part, the Project Manager shall have the authority to remove defective materials and to deduct the cost of removal and replacement with specified materials from any moneys due or to become due the Contractor.

PART 9 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

9.01 Laws to be Observed: The Contractor is assumed to be familiar with all federal, state and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the Work. No pleas of misunderstanding or ignorance on the part of the Contractor will, in any way, serve to modify the provisions of the Agreement. However, if Contractor observes that the Specifications or Drawings are at variance with any relevant federal, state and local laws, codes, ordinances, or regulations, Contractor shall give Project Manager prompt written notice thereof and any necessary charges shall be adjusted by an appropriate modification. The Contractor, at all times, shall observe and comply with all federal, state and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work, and the Contractor and his Surety shall indemnify and save harmless the City and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, codes, ordinances, regulations, orders, or decrees, whether by himself or his employees.

9.02 Permits and Licenses: Unless otherwise provided in the Special Conditions, the Contractor shall procure all permits and licenses, pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, and give all notices necessary and incidental to the due and lawful prosecution of the Work. City shall assist Contractor, when necessary, in obtaining such permits and licenses. A copy of all permits and licenses procured by Contractor shall be promptly supplied to Project Manager.

9.03 Taxes: The City is eligible for sales, consumer, and use tax exemption. The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt Contractor from paying sales, consumer, or use tax but shall be responsible for the filing of City use tax forms. The Agreement is intended to be awarded under appropriate exemption procedures. Sales, consumer, and use tax shall not be included in the Bid price.

9.04 Patented Devices, Materials and Processes: If the Contractor is required or desires to use any design, device, invention, product, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or patent owner and shall pay all license fees and royalties and assume all costs incidental to said use in performance of the Work or incorporation in the Work. The Contractor and the Surety shall indemnify and save harmless

the City and Consultant from any and all claims for infringement by reason of the use of any such patented design, device, invention, product, material, or process or any trademark or copyright in connection with the work agreed to be performed under this Contract, and shall indemnify the City for any costs, expenses, and damages which the City may be obliged to pay by reason of any such infringement at any time during the prosecution, or after the completion of the Work.

9.05 Sanitary Provisions: The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health or of other authorities having jurisdiction thereover.

9.06 Safety and Protection: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss as specified in Subsections 9.06.01 through 9.06.03, as follows:

9.06.01 All employees on the Work Site and other persons who may be affected thereby;

9.06.02 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

9.06.03 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.06.04 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Subsections 9.06.02 or 9.06.03 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of City or Consultant or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and final payment has been made.

9.06.05 The Contractor shall not close any road to the public except by express permission of the City. When any road under construction is being used by the traveling public, special attention shall be paid to keeping both the subgrade and surface in such condition that the public can travel the same in comfort and safety. The Contractor shall cooperate with the Project Manager in the regulation of traffic. If the Contractor constructs temporary bridges or temporary stream crossings, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

9.06.06 Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated in writing by Contractor to City.

9.07 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Consultant or City, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

9.08 Barricades, Signs and Hazard Markings: The Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals and lights for the protection of the Work and the safety of the public. Contractor shall comply with the provisions of any and all applicable traffic safety manuals which may be published or adopted by a governmental entity having jurisdiction over the Project area. All barricades, signs, and obstructions erected by the Contractor shall be illuminated at night and all devices for this purpose shall be kept burning from sunset to sunrise. The Contractor shall be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Project Manager may order the damaged portion immediately removed and replaced by the Contractor without cost to the City if, in Project Manager's opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project shall have been accepted.

9.09 Use of Explosives: When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual, at least one business day in advance of any blasting which may damage their property on, along, or adjacent to the site. All explosives shall be stored in a secure manner and all storage places shall be marked clearly "DANGEROUS EXPLOSIVES", and shall be in care of competent watchmen at all times.

9.10 Protection and Restoration of Property: The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, including but not limited to trees, fences, monuments and underground structures, on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. Contractor shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed. Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in Contractor's or any Subcontractors' manner or method of executing said Work, or due to his or any Subcontractor's non-execution of said Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Work shall have been completed and accepted. The Contractor's attention is directed to the importance of protecting all public utilities encountered on all projects. These may include telephone, telegraph, cable television, and power lines, water lines, sewer lines, gas lines, railroad tracks or other structures, and other overhead and underground utilities. Before any excavation is begun in the vicinity of utilities, each utility company concerned must be notified in advance of such excavation, and such excavation shall not be made

until an authorized representative of the utility company concerned is on the site and has designated the location of their facilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof on the part of the Contractor or Subcontractor, Contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or to have started action to make good such damage or injury, the Project Manager or City may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof may be deducted from any money due or which may become due the Contractor under the Contract. The cost of damages due to Contractor's operation or cost of protecting utilities where required to permit construction under this Agreement shall be included in the original Contract Price for the Project.

9.11 Responsibility for Damage Claims: To the fullest extent permitted by law, the Contractor and Surety shall indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work, or through the use of unacceptable materials in the construction of the Project, or on account of any act or omission by the said Contractor, Subcontractor, their agents and employees, or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation laws, or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract, as shall be considered necessary by the City, may be retained or, in case no money is due, his Surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the City.

9.12 Contractor's Responsibility for Work: Until the final acceptance of the Work by the Project Manager as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, and the Contractor at his own expense shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage, barricades and warning signs where necessary. The Contractor shall make good or replace at his own expense and as required, any material which may be broken, lost through fire, theft, or otherwise damaged, or in any way made useless for the purpose and use intended by these Contract Documents prior to final acceptance of the Work even though such breakage, damage, loss or uselessness may result from causes beyond the control of the Contractor.

9.13 No Waiver of Legal Rights: Inspection by the Consultant or Project Manager, or by any of their duly authorized representatives; any order, measurement, or certificate by the Consultant; any order by the City for the payment of money, any payment for or acceptance of any work or any extension of time; or any possession taken by the City shall not operate as a waiver of any provisions of the Contract, or any power therein provided, or any waiver of any other or subsequent breach. The City

reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of these Documents. The City reserves the right to claim and recover by process of law, sums to correct any error or make good any deficiencies in the Work resulting from error, dishonesty, or collusion, including attorneys' fees.

9.14 Limitation on Consultant and City's Responsibility: Neither Consultant nor City will be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and neither Consultant nor City will be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.14.01 Neither Consultant nor City will be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

9.14.02 Neither Consultant nor City's authority to act under the Contract Documents nor any decision made by Consultant or City in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of City or Consultant to Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.15 Rights-of-Way: The City will furnish all lands and rights-of-way required for completion of this Contract. In acquiring lands and rights-of-way the City will proceed as expeditiously as possible, but in the event all rights-of-way or easements are not acquired prior to beginning of construction the Contractor shall begin work on such lands and rights-of-way that have been acquired. In the event of litigation or other delays in acquiring lands or rights-of-way, the time allowed herein for completion will be extended to compensate for the time actually lost by such delay.

9.16 Use of Premises: Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

PART 10 – PROSECUTION AND PROGRESS

10.01 Supervision: Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contractor Documents. Contractor shall be responsible to see that the finished Work complies with the Contract Documents.

10.02 Subcontractors: Contractor shall only employ Subcontractors in accordance with the provisions set forth below:

10.02.01 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute against whom City or Consultant may have reasonable objection. A Subcontractor or other person or organization identified in writing to City and Consultant by Contractor prior to the Notice of Award and not objected to in writing by City and Consultant prior to the Notice of Award will be deemed acceptable to City and Consultant. Acceptance of any Subcontractor, other person or organization by City or Consultant shall not constitute a waiver of any right of City or Consultant to reject defective Work. If City or Consultant, after due investigation, has reasonable objection to any Subcontractor, or other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, or other person or organization against whom Contractor has reasonable objection.

10.02.02 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable, all to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between City or Consultant and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City or Consultant to pay or to see to the payment of any monies due any Subcontractor or other persons or organization, except as may otherwise be required by law. City or Consultant may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.

10.02.03 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

10.02.04 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City and Consultant. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Part 5.

10.03 Prosecution of Work: The Contractor shall notify the Project Manager at least forty-eight (48) hours in advance of the time he intends to begin Work on the site. The Contractor shall operate at such points as the City, through the Project Manager, may direct. The Contractor shall conduct the Work in such a manner and with sufficient materials, equipment, and labor as is necessary to insure its completion within the time limit set forth in the Contract Documents. Should the prosecution of work, for any reason, be discontinued by the Contractor, he shall notify the Project Manager at least forty-eight (48) hours in advance of resuming operations.

10.04 Limitations of Operations: The Contractor shall, at all times, conduct the Work in such manner as will insure the least practicable interference with traffic and existing utility systems. No section of any road shall be closed to the public, nor any utility system put out of service except

after permission has been granted by the Project Manager. Each item of work shall be prosecuted to completion without delay and in no instance will the Contractor be permitted to transfer his forces from uncompleted work to new work without prior written notification of the Contractor to the Project Manager. The Contractor shall not open up work to the prejudice of work already started.

10.05 Schedules: When requested by Project Manager, Contractor shall submit a final schedule of shop drawing submissions and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to Project Manager. The schedule of values shall include quantities and unit prices aggregating to the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of a schedule of values by Project Manager, it shall be incorporated into a form of application for payment acceptable to Project Manager. The Contractor shall also forward to the Project Manager on a monthly basis, a progress schedule, a summary report of the progress of the various parts of the Work under the Contract in the mills or shops and in the field, stating the existing status, rate of progress, estimated time of completion and cause of delay, if any.

10.06 Character of Workers and Equipment: The Contractor shall employ such Superintendents, foremen, and workers as are careful and competent, and the Project Manager may demand the dismissal of any person or persons employed by the Contractor in, about, or upon the Work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties, or who neglects or refuses to comply with the Contract Documents and such person or persons shall not be employed again thereon without the written consent of the Project Manager. Should the Contractor continue to employ, or again employ, such person or persons, the Project Manager may withhold all payments which are or may become due, or the Project Manager may suspend the Work until such orders are complied with. No preference or discrimination among citizens of the United States shall be made, except as may be required by special labor provisions, including Sections 8-17-101 and 8-17-102, C.R.S. The Contractor shall furnish such equipment as is considered necessary for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Project Manager and shall be maintained in a satisfactory working condition. Equipment used on any portion of the Work shall be such that no injury to the Work, roadways, adjacent property, or other objects will result from its use. The Contract may be terminated if the Contractor fails to provide adequate equipment for the Work. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

10.07 Temporary Suspension of Work: The Project Manager shall have the authority to suspend the Work wholly or in part because of unfavorable weather or other essential conditions, or because of the failure on the part of the Contractor to properly prosecute the Work in accordance with the Contract, to carry out orders or to remove defective material or work. The Contractor shall not suspend the Work without written authority and prior to resuming work shall give the Project Manager adequate notice to afford an opportunity to re-establish observation and inspection of work being performed.

10.08 Determination and Extension of Contract Time for Completion: The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the Work contracted, within the number

of calendar days stipulated in the Agreement. Time will be assessed against the Contractor beginning with the actual date of the Notice to Proceed. In adjusting the Contract Time for the completion of the Project, all strikes, lockouts, unusual delays in transportation, or any condition over which the Contractor has no control, such as fires, floods, abnormal weather conditions, or acts of God, and also any suspensions ordered by the Project Manager for causes not the fault of the Contractor, shall be excluded from the computation of the Contract Time for completion of the Work. If the satisfactory execution and completion of the Agreement shall require work or materials in greater amounts or quantities than those set forth in the Agreement, then the Contract Time shall automatically be increased as negotiated between Contractor and Project Manager and accepted by City as set forth in a Change Order. No allowances will be made for delays or suspensions of the prosecution of the Work due to the fault of the Contractor. In order to secure an extension of time for delays beyond his control, the Contractor shall within ten (10) days from the beginning of any such delay notify the Project Manager in writing of the causes of delay, whereupon the Project Manager shall ascertain the facts and the extent of the delay and extend the time for completing the Work in an amount equal to time lost due to said delay when, in his judgment, the findings of fact justify such an extension, and his finding of fact thereon shall be final and conclusive. The Contract Time may only be changed by Change Order or Supplemental Agreement.

10.09 Failure to Complete Work on Time: In case the Contractor shall fail to fully perform and complete the Work in conformity to the provisions and conditions of the Agreement within the specified time limit for such performance and completion or within such further time as, in accordance with the provisions of this Agreement, shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City for each and every day of the additional time in excess of the Contract Time and any granted extensions thereof, the sum set forth in the Agreement as liquidated damages and not as a penalty. The parties agree that City will suffer loss and damage; however, due to the uncertainty and difficulty of measuring actual damages for every day the Work remains uncompleted and unfinished, the parties agree that said sum is a reasonable forecast of compensatory damages. The City shall recover said damages by deducting the amount thereof out of any moneys which may be due or become due the contractor, or by an action at law against the Contractor or his Surety, or by either or both of these methods. If the completion of the Work is delayed beyond the time herein set, in addition to any other penalty or damage, all costs of engineering and inspection on behalf of the City which are incurred after the Contract Time has elapsed may be charged to the Contractor and be deducted from any payment, or collected by an action of law against the Contractor or his Surety, or by either or both of these methods.

10.10 Adjustment for Suspended Work: In the event the Contractor is ordered by the Project Manager, in writing, to suspend work for some unforeseen cause not provided for in the Specifications, and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the date set out in written order for work to cease until the date of the order for work to resume. Claims for such compensation shall be filed with the Project Manager within ten (10) days after the date of the order to resume work or such claims will not be considered. The Contractor shall submit with his claims substantiating papers covering the entire amount shown on the claim. After receiving relevant information, the City shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final. No provision of this Part shall be construed as entitling the Contractor to

compensation for delays due to inclement weather, delays due to failure of surety, for suspensions made at the request of the Contractor, or for any other delay provided for in the Specifications.

10.11 Termination of Contract: The Contract may be terminated by the City for the following reasons:

(a) Failure of the Contractor to start the Work on the date given in the Notice to Proceed;
(b) Substantial evidence that the progress being made by the Contractor is insufficient to complete the Work within the specified time;
(c) Deliberate failure on the part of the Contractor to observe any requirement of the Contract Documents;
(d) Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Project Manager;
(e) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under the Agreement;
(f) If the Contractor is adjudged a bankrupt or insolvent;
(g) If the Contractor shall allow any final judgment to stand against him unsatisfied for a period of ten (10) days;
(h) If the Contractor makes an assignment for the benefit of creditors;
(i) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
(j) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
(k) If Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
(l) If Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment;
(m) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
(n) If Contractor disregards the authority of Project Manager or Consultant; or
(o) If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

10.11.01 Before the Agreement is terminated, the Contractor and his Surety will first be notified in writing by the Project Manager of the conditions which make termination of the Agreement imminent. Seven (7) days after this is given, if a satisfactory effort has not been made by the Contractor or his Surety to correct the conditions, the City may declare the Contract terminated and notify the Contractor and his Surety accordingly. Upon receipt of notice from the City that the Agreement has been terminated, the Contractor shall immediately discontinue all operations. The City may then proceed with the Work in any lawful manner that they may elect until it is finally completed. City may exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the Work as City may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished.

10.11.02 If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to City. Such costs incurred by City shall be verified by Consultant and incorporated in a Change Order, but in finishing the Work, City shall not be required to obtain the lowest figure for the Work performed.

10.11.03 Where Contractor's services have been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

10.11.04 Upon seven (7) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any expense sustained plus reasonable termination expenses.

10.12 Cooperation with Other Contractors: In connection with the improvements under this Agreement, the right is reserved to award any work not included in the Contract to another Contractor for performance during the progress of this Agreement, or to perform such work with the City's forces, and the Contractor for this Contract shall cooperate and so conduct his operations as to minimize the interference therewith, as directed by the Project Manager.

10.13 Termination of Contractor's Responsibility: This Agreement will be considered complete when all work has been finished, the final inspection made and the work accepted by the Project Manager and all claims for payment of labor, materials, or services of any kind used in connection with the Work have been settled for by the Contractor or his Surety. The Contractor will then be released from further obligation except that the Performance Bond executed for performance of this Contract shall be in full effect for the full Warranty Period following completion and acceptance of the Work and final payment. Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or workmanship within the Warranty Period . Corrections during said period shall be made in accordance with the provisions of Section 12.05.

PART 11 – MEASUREMENT AND PAYMENT

11.01 Detail Estimate: When requested by Project Manager, Contractor shall furnish a detailed estimate and breakdown of the Bid for any lump sum item involving more than one item of construction. This breakdown, when approved by the Project Manager, may be used as the basis for making partial payments to the Contractor.

11.02 Measurement of Quantities: The determination of quantities of work acceptably completed under the terms of this Agreement, will be made by the Project Manager and based on measurements taken by his assistants. These measurements will be taken according to the United States standard measure. All surface and linear measurements will be taken horizontally unless otherwise shown on plans or specified. Structures shall be measured as shown on the Plans. When base course, topsoil,

surface course, or any materials are measured by the cubic yard in the vehicle, such measurement shall be taken at the point of delivery. The capacity of all vehicles shall be plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the Project Manager. The Project Manager may require all vehicles to have uniform capacity.

11.03 Scope of Payment: The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the Work and for performing all work contemplated and embraced under this Agreement; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Project Manager, and for all risks of every description connected with the prosecution of the Work, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified, and for any infringement of patent, trademark, or copyright; and for completing the Work according to the Plans, Specifications, and Contract Documents. Neither the payment of any estimate or progress payment, nor the payment of any retained percentage shall relieve the Contractor of any obligations to make good any defective work or material. No moneys, payable under this Agreement, or any part thereof, shall become due and payable if the City so elects, until the Contractor shall satisfy the City that he has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith, and the City, if it so elects, may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any moneys due Contractor. In the event the Surety on any contract, Performance Bond or Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may, at its election, withhold payment any moneys due Contractor until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such Surety.

11.04 Change Orders:

11.04.01 Regardless of the basis of bids, the Contract Price shall not be exceeded without a Change Order approved in writing by the City. If the Contract Price is based on unit prices, Contractor shall notify City immediately upon determining inaccuracies in bid tab quantities.

11.04.02 Changes in the Work, Contract Price, Contract Time, or progress schedule shall be made only by a Change Order in writing specifying what changes are to be made. The Contractor shall not make changes in the Work, Contract Price, and/or Contract Time without written authorization from an authorized representative of the City.

11.04.03 The Contractor shall, before commencing work pursuant to a Change Order, submit to the City a proposal for adjusting the Contract Price to accomplish the change as described in the Change Order. If the Contractor's proposal is accepted in writing by the City, the Contractor shall proceed with the work, and the Contract Price shall be adjusted in accordance with the proposal. In the event the total cost increase due to unforeseen circumstances cannot be reasonably estimated prior to completion of the extra work, Contractor shall submit a proposal outlining the means by which the total cost increase shall be determined to City for written approval.

11.04.04 Except as hereinafter provided, Contractor shall not commence any work covered by a Change Order until City and Contractor have first agreed upon the adjustment, if any, of the Contract Price and/or Contract Time as herein provided.

11.04.05 Additional work performed by the Contractor without written authorization from the City will not entitle the Contractor to an increase in the Contract Price or Contract Time.

11.04.06 Notwithstanding any provisions contained herein to the contrary, the Contractor, in an emergency immediately affecting the safety of persons or property, without special authorization from the City, may act at its discretion to prevent injury or damage and the Contractor shall so act if instructed to do so by the City. Any compensation claimed by the Contractor for actions necessitated by the emergency shall be determined in the manner provided for herein, except that the failure of the Contractor to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

11.04.07 The Contractor should be familiar with the City & County of Broomfield Ordinances as set forth in the Broomfield Municipal Code. The following contract deduction schedule will be implemented for violation of the City Code.

First violation	Written warning
Second violation	$1000 deduction from contract price
Third violation	$2500 deduction from contract price
Fourth violation	$5000 deduction from contract price

If another violation occurs, the Contractor's Agreement may be terminated and may be cause to reject future bids from the Contractor.

The Contractor is advised to pay particular attention to the following sections of the City Code.

- The work hours for construction are Monday – Friday 7 am to 7 pm unless expressly changed in the project specifications. The Contractor shall not fuel, transport equipment, or start equipment outside of these hours.
- The Contractor shall stay within the project work limits.
- Contractor shall pay particular attention to section 9.06 and 9.10 of the General Conditions to this Agreement.

City shall be entitled to process a deductive change order for any such penalties.

11.05 Payment for Increased or Decreased Quantities: When alterations in the Plans or quantities of work, not requiring supplemental agreements, are ordered and performed, the Contractor shall accept payment in full at the unit prices for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

11.06 Payment for Deleted Items: As provided in Section 6.03 the Project Manager shall have the right to cancel or alter the portions of the Agreement relating to the construction of any item or items therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation, alteration, or suspension of the Work by order of the Project Manager. The Contractor shall accept payment in full at unit prices or per the schedule of values for any work actually performed prior to the date of cancellation, alteration, or suspension of the work by order of the Project Manager. No allowance will be made for anticipated profits in reimbursements to the Contractor for deleted items of work. Acceptable materials ordered by the

Contractor or delivered on the Work site prior to the date of cancellation, alteration, or suspension of the Work by order of the Project Manager will be paid for at the actual cost to the Contractor and shall thereupon become the property of the City. The Contractor shall immediately submit certified statements covering all money expended in preparation for any deleted item, and he shall be reimbursed for any money expended in preparation for any work on any deleted item when such preparation has no value to the remaining items of this Agreement, or for a proportionate amount based on the total Contract Price over which such preparation would ordinarily be distributed when other items are included in such preparation.

11.07 Extra Work: Extra work shall be covered by a Supplemental Agreement or Change Order to be signed by both parties before such work is commenced. Extra work will be paid for either at a unit price or lump sum basis agreed upon, or on the basis of the Cost of the Work as set forth in Sections 11.08 and 11.09 plus a contractor's fee for overhead and profit as set forth in Section 11.10. The Contractor shall make no claim for work done on cost of work basis unless performed on written order and in accordance therewith. Work performed prior to a written order by the Project Manager will not be paid for.

11.08 Cost of the Work: The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 11.09.

11.08.01 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health, and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include Superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by City.

11.08.02 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall accrue to City, and Contractor shall make provisions so that they may be obtained.

11.08.03 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine, with the advice of Consultant, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.08.04 Costs of special consultants employed for services specifically related to the Work.

11.08.05 Supplemental Costs including the following:

(a) The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

(b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

(c) Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by the City with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removing thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, or machinery or parts shall cease when the use thereof is no longer necessary for the Work.

(d) Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority; however, as set forth in Section 9.03, it is intended that no such taxes be applicable.

(e) Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.

(f) Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the execution of the Work, provided they have resulted from causes other than the negligence of Contractor, or any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of City. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Section 11.10.02.

(g) The cost of utilities, fuel and sanitary facilities at the site.

(h) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

(i) Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.09 Exclusions to Cost of the Work: The term "Cost of the Work" shall not include any of the following:

11.09.01 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in

the agreed upon schedule of job classifications referred to in Section 11.08.01, all of which are to be considered administrative costs covered by the Contractor's fee.

11.09.02 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

11.09.03 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.09.04 Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

11.09.05 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.09.06 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.08.

11.10 Contractor's Fee: The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

11.10.01 A mutually acceptable fixed fee; or if none can be agreed upon,

11.10.02 A fee based on the following percentages of the various portions of the Cost of the Work:

(a) For costs incurred under Sections 11.08.01 and 11.08.02, the Contractor's fee shall be 10%.
(b) For costs incurred under Section 11.08.03, the Contractor's fee shall be 5%; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be 10%.
(c) No fee shall be payable on the basis of costs itemized under Sections 11.08.04, 11.08.05, and 11.09.

11.11 Credit: The amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.12 Substantiation of Cost of the Work: Whenever the cost of any work is to be determined pursuant to Sections 11.08 and 11.09, Contractor will submit in a form acceptable to Project Manager an itemized cost breakdown together with supporting data.

11.13 Application for Progress Payment: By the 5th day of each month, Contractor shall submit to Project Manager for review and approval an application for payment filled out and signed by

Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents and also as Project Manager may reasonably require. Materials on hand but not complete in place shall not be included for payment. Each subsequent application for payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full of all of Contractor's obligations reflected in prior applications for payment. The Contractor shall be paid ninety-five (95) percent of the calculated value of completed work with respect to progress payments as provided by Article 91, Title 24, C.R.S.

11.14 Contractor's Warranty of Title: Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to City at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens").

11.15 Review of Applications for Progress Payment: Project Manager will, within ten (10) days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to City, or return the application to Contractor indicating in writing Project Manager's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the application. City shall, within thirty (30) days of Project Manager's recommendation, pay Contractor the amount recommended.

11.15.01 Project Manager's recommendation of any payment requested in an application for payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the application for payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation), and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose Contractor has used the monies paid or to be paid to Contractor on account of the Contract Price, or that title to any work, materials or equipment has passed to City free and clear of any claims.

11.15.02 Project Manager's recommendation of final payment will constitute an additional representation by Project Manager to City that the conditions precedent to Contractor's being entitled to final payment as set forth in paragraph 11.20 have been fulfilled.

11.16 Project Manager's Refusal to Recommend Payment: Project Manager may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representation to City. Project Manager may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify

any such payment previously recommended to such extent as may be necessary in Project Manager's opinion to protect the City from loss because:

11.16.01 the Work is defective, or completed work has been damaged requiring correction or replacement.

11.16.02 written claims have been made against City or statement of claims have been filed in connection with the Work.

11.16.03 the Contract Price has been reduced because of Modifications.

11.16.04 City has been required to correct defective work or complete the Work in accordance with paragraph 8.06.

11.16.05 the Contractor's prosecution of the Work in accordance with the Contract Documents has been unsatisfactory, or

11.16.06 Contractor has failed to make payment to Subcontractors, or for labor, material or equipment.

11.17 Progress Payments: The progress payment will be approximate only, and all partial or monthly progress payment shall be subject to correction in the payment following discovery of an error in any previous payment. Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first payment made after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent payment until the defects have been remedied or the causes for doubt removed.

11.18 Final Inspection: Upon written notice from the Contractor that the Work is complete, Project Manager will make a final inspection with Consultant, as required, and Contractor. Project Manager will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

11.19 Final Application for Payment: After Contractor has completed all such corrections to the satisfaction of Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after Project Manager has indicated that the Work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Project Manager may reasonably require, together with complete and legally effective releases or waivers (satisfactory to City) of all claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the City or City's

property might in any way be responsible, have been paid or otherwise satisfied; and consent to the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to the City to indemnify the City against any claim.

11.20 Final Payment and Acceptance: If, on the basis of Project Manager's observation of the Work during construction and final inspection, and Project Manager's review of the final application for payment and accompanying documentation, all as required by the Contract Documents, Project Manager is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Project Manager will, within ten (10) days after receipt of the final application for payment, indicate in writing his recommendation of payment and present the application to the City for payment. Thereupon Project Manager will give written notice to the City and Contractor that the Work is acceptable subject to continuing obligations under the Contract Documents. Otherwise, Project Manager will return the application to Contractor, indicating in writing the reason for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application.

All prior progress payments shall be subject to correction in the final payment.

If the application and accompanying documentation are appropriate as to form and substance, and acceptable to City, City shall cause publication to commence of the notice of final settlement in accordance with the City's statutory requirements and City shall make final settlement in accordance with section 38-26-107 CRS.

In the event no claims are made against Contractor in response to said publication, City shall pay Contractor the amount of final payment recommended by the Project Manager. In the event claim(s) are made against Contractor, City shall withhold the amount of any asserted claim(s) against Contractor until said claims have been resolved; however, City shall pay Contractor the balance of the final payment.

The acceptance by the Contractor of the final payment shall operate as and shall be a release to the City from all claims or liability arising from the prosecution of the Work under the Contract.

11.21 Contractor's Continuing Obligation: Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any payment by Project Manager, nor any payment by City to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor the issuance of a notice of acceptability by Project Manager pursuant to Section 11.20, nor any correction of defective Work by City shall constitute an acceptance of the Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

11.22 Change in Contract Price: The Contract Price may only be changed by Change Order or Supplemental Agreement.

PART 12 – WARRANTY AND GUARANTEE; ACCESS TO WORK; CONTINUATION OF WORK; AND PARTIAL UTILIZATION

12.01 Warranty and Guarantee: Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the Specifications.

12.02 Access to Work: Project Manager and Project Manager's representatives, other representatives of the City, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access.

12.03 Continuing the Work: Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and the City may otherwise agree in writing.

12.04 Partial Utilization: Use by the City of completed portions of the Work may be accomplished prior to completion of all the Work subject to the following:f

12.04.01 City at any time may request Contractor in writing to permit City to use any part of the Work which City believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If Contractor agrees, Contractor will certify to City that said part of the Work is substantially complete. Within a reasonable time thereafter, Project Manager, Contractor and City shall make an inspection of that part of the Work to determine its status of completion.

Prior to City's use, Project Manager will deliver to City and Contractor a written recommendation as to the division of responsibilities pending final payment between City and Contractor with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which is binding upon City and Contractor as to that part of the Work, unless City and Contractor shall have otherwise agreed in writing, or shall have objected to the Project Manager in writing within fifteen (15) days of receiving Project Manager's recommendations.

City shall have the right to exclude Contractor from any part of the Work which City uses, but City shall allow Contractor reasonable access to complete or correct items.

12.04.02 In lieu of the provisions of Section 12.04.01, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, City and Contractor have agreed as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

12.04.03 No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to acknowledgment from the insurers providing the property insurance on the

Work that notice of such occupancy has been received and that said insurers, in writing, have effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapsed on account of any such partial use or occupancy.

12.05 Warranty Period: The Warranty Period may be as prescribed by law, by the terms of any applicable special guarantee required by the Contract Documents, by any specific provision of the Contract Documents, or per the City's Standards and Specifications. The Warranty Period shall commence after the date of final payment as set forth in Section 11.20.

If any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work.

If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also pay for any damage done to other work, other property or persons which occurred as a result of the defective Work within Warranty Period.

12.06 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. In such case, if acceptance occurs prior to Project Manager's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to City.

PART 13 – WORK BY OTHERS

13.01 City may perform additional Work related to the project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional Work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate Contractor's Work with that of others.

13.02 If any part of Contractor's Work depends for proper execution or results upon the work of any such other Contractor or utility service company (or City), Contractor shall inspect and promptly report to Project Manager, in writing, any patent or apparent defects or deficiencies in such work that render it unsuitable for proper execution and results. Contractor's failure so to report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's Work, except for latent or nonapparent defects and deficiencies in the other work.

13.03Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not

endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Project Manager and the others whose work will be affected.

13.04 If the performance of additional work by other contractors or utility service companies or City was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional work.

PART 14 - MISCELLANEOUS

14.01 Giving Notice: Whenever any provisions of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by depositing it in the United States mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.03 Notice of Injury or Damage: Should City or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage, and in accordance with any statutory requirements.

14.04 General: The duties and obligations imposed by the General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City and Consultant thereunder, shall be in addition to, and shall not be construed in any way as to limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Section shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.

14.05 Titles and Headings: The titles and headings used in the Contract Documents are for guidance and convenience and are not intended to control over the specific language contained in the body of the Sections in the event a conflict, error, or discrepancy occurs. Further, titles and headings shall not limit the scope of a part or section.

14.06 GPS Monuments: The Contractor is responsible for protecting all Broomfield GPS Monuments in the work area. If a monument is damaged or destroyed, the Contractor will be required to pay for the Broomfield County Surveyor to replace the monument.

City and County of Broomfield

City Council Regular Meeting

D. Ordinance Approving an Investment Agreement with Raven Space Systems, Inc. - First Reading

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Consent Items Item: 6D.

Presented By
Jeffrey Schreier

Community Goals
☑ Financial Sustainability and Resilience

Overview

View Correspondence
View Presentation

Raven Space Systems, Inc., is an aerospace manufacturing company moving to Broomfield with an $8 million capital investment at a new location at 830 Hoyt, Suite 100. The expansion and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues. Ordinance 2274 would approve a business investment agreement with Raven Space Systems, Inc. The agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of an advanced manufacturing facility, with a maximum amount of up to $75,000.

Attachments

Memo for Ordinance No 2274 Approving an Investment Agreement with Raven Space Systems, Inc. (1).pdf
Ordinance No. 2274 - Approving an Investment Agreement with Raven Space Systems, Inc.pdf
Raven Space Systems, Inc Business Investment Agreement 2025_signed by owner.pdf

Memo for Ordinance No 2274 Approving An Investment Agreement with Raven Space Systems, Inc.-1st Reading
Prepared By: Jeff Schreier, Business Development Manager

Summary

View Correspondence
View Presentation

Raven Space Systems, Inc., is an aerospace manufacturing company moving to Broomfield with a $8 million capital investment at a new location at 830 Hoyt, Suite 100. The expansion and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues. Ordinance 2274 would approve a business investment agreement with Raven Space Systems,Inc. The agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of an advanced manufacturing facility, with a maximum amount of up to $75,000.

Broomfield has built and maintained a strong, diversified tax base (Community Goal 1: Financial Sustainability and Resilience, Indicator 1.D), through balancing residential and business development and growth. To support business success and growth, our continuing efforts range from developing a productive, talented workforce, supporting commercial development matching current demands and next-generation needs for workspace, and maintaining a focus on reasonable, reliable business costs in providing quality services and effective infrastructure.

Businesses are facing several challenges as they strive to meet customer demands, innovate new products and services, and support their employees and their families. Business decisions, on where and when to locate and grow, are increasingly being influenced by preferences and behavior choices of future employees. Broomfield programs and services align with these factors, including ensuring a range of housing choices (access, location, and costs), transportation mobility, workforce development, education programs, and opportunity. The staff works closely with commercial developers to encourage new and redeveloped workspaces to increase the amount and type of spaces. These work efforts include work with the owners and developers of Simms Technology Park, Baseline, and existing buildings and spaces around West Midway and Interlocken.

Balancing the cost of doing business while making strategic investments in infrastructure and services continues to be a primary goal and outcome for Broomfield, area, and state leaders. Like other communities in the Denver metro, Broomfield occasionally provides business investment agreements to specific businesses in targeted business sectors as a means to maintain and strengthen our local economy and tax base.

Through 2024 and 2025 Council has approved investment agreements for businesses like La Belle Bakery, SiNaptic Tech, and Peak Energy bringing the total number of business investment agreements to 13. These previous agreements range from supporting Ball Aerospace's new Technology and Research facility and operations (approved in 2020, a total commitment of $2.65M) to the Peak Energy LLC agreement (approved in 2025, a total commitment of $50,000).

Broomfield's approach to business investment agreements has followed a consistent model, with the terms of the agreement requiring specific performance related to new investment, employment, and taxes generated, which is demonstrated through employment certification and tax payments. Upon receipt of the tax payment, a portion of the generated taxes are then remitted to the company. Both the specific application of taxes (sales and use, real (Ad Valorem) property, and business personal property) and the shares are prescribed in the agreement.

Broomfield has generally capped the share of the tax revenue remitted in a direct business investment agreement to less than fifty percent (50%) of the new taxes generated, and generally limits the agreements to a 10-year reimbursement period. As a note, development support agreements (such as the Baseline Managed Growth and Development Agreement (MGDA) and the Broomfield Town Square Redevelopment and Reimbursement Agreement (BTS RRA)) may have different approaches and terms.

Investment Agreement for Raven Space Systems, Inc.

Ordinance 2274 would approve a business investment agreement with Raven Space Systems, Inc., who will move into, and grow in, Broomfield. The expansion and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues.

Raven Space Systems,Inc., has signed a lease for roughly 16,700 square feet of space at 830 Hoyt Suite 100 for an advanced manufacturing facility. This is the first phase in their plan to expand their business. Raven Space Systems is a cutting-edge aerospace company specializing in advanced satellite technology and space-based communication systems. They focus on providing innovative, secure, and cost-effective solutions for both commercial and government clients, enhancing satellite operations and supporting future space missions. The business will host up to 50 employees, with a minimum average annual wage (AAW) of $110,266, in Broomfield at their manufacturing facility. The current capital investment is projected to be $8 million at this location along with improvements to the facility.

The proposed business investment agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of the advanced manufacturing facility, with a maximum amount of up to $75,000. The agreement will complement a Job Growth Incentive Tax Credit from the State of Colorado that was also offered to attract them to Colorado/Broomfield. This proposed agreement includes:

- partial reimbursement of fifty percent (50%), of the company's payment made for the general fund portion (3.5%) of Broomfield's use tax for building supplies and equipment purchases remitted by the company, or its contractors; and
- partial rebate, fifty percent (50%), of the business personal property taxes remitted by the company for the City and County of Broomfield portion of the business personal property taxes.

Business support (investment) agreements are approved by ordinance. The agreement is a pledge by Broomfield to reimburse a business all or a portion of the sales, use, and personal property taxes generated by the taxable activity of the business over multiple years, thereby creating an indebtedness requiring approval by ordinance, per the City and County Attorney..

Financial Considerations

As shown in the sources and uses of funds summary below, the sources of funds are taxes owed to and paid to the City and County of Broomfield (does not include any taxes collected by the City and County of Broomfield Treasurer on behalf of and paid to other governmental organizations). The payments will be authorized and made, per the agreement, under the approval of the annual budgets.

The proposed Raven Space Systems, Inc. location falls within the boundaries of the Hoyt Urban Renewal Area (URA), where property tax revenues have already been designated to support the 800 Hoyt Development. Under the terms of the 2016 Hoyt Street Agreement, the URA committed to reimbursing up to $4.1 million for critical infrastructure improvements which enabled this redevelopment.

Current projections indicate tax increment revenues from the district will be sufficient to fully satisfy these reimbursement obligations ahead of the URA's original sunset date. The addition of new commercial space through this proposed development, combined with Raven Space Systems' planned capital investment, is expected to further boost property tax generation, further expediting the payoff of the URA's commitments. This accelerated revenue trajectory underscores the positive fiscal impact of strategic business attraction within established urban renewal districts.

Sources and Uses of Funds	Amount
Raven Space System,Inc. Use Tax and Business Personal Property Tax Payments (estimated 2025-2030)	$301,000
Raven Space System,Inc. (sharing agreement, maximum)	$75,000
Projected Balance	**$226,000.00**

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the investment agreement and provide business support through reimbursement of a share of added use taxes and business personal property taxes derived from the location and expansion of the specific business, it is recommended…

That Ordinance 2274 be adopted on first reading and ordered published in full.

If adopted on first reading, a second reading and public hearing for Ordinance 2274 will be scheduled for September 9, 2025.

Alternatives

Do not approve Ordinance 2274, to provide business support through reimbursement of a share of added business personal property tax and use taxes derived from the location and expansion of the specific businesses.

ORDINANCE NO. 2274

An Ordinance Approving A Business Investment Agreement with Raven Space Systems, Inc.

Recitals.

Whereas, Broomfield has built and maintained a strong, balanced tax base through balancing residential and business development and growth.

Whereas, in order to attract, grow and retain businesses within the community, Broomfield occasionally provides business investments to specific businesses in targeted business sectors.

Whereas, the benefits of expanding and relocating businesses within Broomfield include an increase in employment and wage earning opportunities for residents and an increase to local tax revenue from real and personal property, lodgers and sales and use taxes.

Whereas, Broomfield is intentionally limited in its use of business investments to support businesses. Business investment agreements are performance based, with a reimbursement to the recipient company from collected revenues resulting from the business's taxable activity over a period of up to ten years.

Whereas, the revenues subject to reimbursement pursuant to a business investment agreement may include sales taxes, use taxes and personal property taxes paid by the business to Broomfield. Business investments do not include tax revenues collected by Broomfield on behalf of other governmental entities.

Whereas, the City has determined that supporting the growth of local businesses and the relocation or expansions of selected businesses to Broomfield is in the best interest of the City, serves the public interest, and benefits the public.

Whereas, pursuant to Section 6.4 of the Home Rule Charter, every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing a burden upon or limiting the use of private property, shall be by ordinance.

Whereas, Chapter 3-40 of the Broomfield Municipal Code authorizes the City Council to enter into an agreement to provide all or a portion of Broomfield's retail sales and use tax revenue generated by taxable activity to be used to provide investments to attract individual retail or commercial businesses to Broomfield.

Whereas, the pledge by Broomfield to reimburse a business all or a portion of sales, use and personal property taxes generated by the taxable activity of the business over multiple years creates an indebtedness requiring approval by ordinance.

Whereas, City Council has determined it appropriate to enter into business investment agreements to Raven Space Systems, Inc.; a form of which is on file with the City Clerk.

Now, therefore, be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

The business investment agreement, by and between the City and County of Broomfield and Raven Space Systems,Inc., in substantially the form presented to the City Council and on file with the City Clerk, is hereby approved.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the business investment agreement, in a form approved by the City and County Attorney.

Section 3.

This ordinance shall be effective seven days after public notice following final passage.

Introduced and approved after first reading on August 26, 2025, and ordered published in full.

Introduced a second time and approved on September 9, 2025, and further ordered published.

The City And County Of Broomfield, Colorado

_____
Mayor

Attest:

_____
Office of the City and County Clerk

Approved As To Form:

KF

_____
City and County Attorney

INVESTMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND RAVEN SPACE SYSTEMS, INC.

1.0 PARTIES. The parties to this Agreement (hereinafter referred to as the "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (hereinafter referred to collectively as the "City") and Raven Space Systems, Inc. (hereinafter referred to as "Raven Space Systems") and provided that City and Raven Space Systems may be individually referred to herein as a "Party" and together may be referred to as the "Parties."

2.0 RECITALS.

2.1 Raven Space Systems is an aerospace manufacturing business which will be located and headquartered at 830 Hoyt Suite 100 within Broomfield, Colorado.

2.2 Currently, Raven Space Systems is operating out of state, and is experiencing market opportunities resulting in the need for expanded workspace, additional investment in equipment, and increased employment. This level of business expansion requires a combined office and work space of 16,863 square feet.

2.3 Raven Space Systems desires to grow and invest in a facility located in Broomfield, and has options to expand the work space through future expansion.

2.4 Raven Space Systems will locate production and research equipment, and will continue to invest in their operations in the City. The capital investment is expected to be more than $8 million, for equipment and other investments in one or more facilities locally. The projected job growth from the facility is 25 full time jobs over the next 5 years, with a minimum average annual wage above $110,266.

2.5 It is the policy of the City to support its local businesses and to encourage the creation and retention of local jobs.

2.6 The City finds and determines that the development proposed by Raven Space Systems is in the best interest of the City, serves the public interest, and benefits the public.

3.0 THE OBLIGATIONS OF RAVEN SPACE SYSTEMS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Raven Space Systems agrees as follows:

3.1 Raven Space Systems shall maintain their headquarters and a production facility by occupying no less than 16,863 square feet of office and production space in the City. This space may be company-owned or company-leased. Evidence of meeting this requirement will be:

3.1.1 By an existing lease, future lease, and/or building ownership, and

3.1.2 Property tax records, *Ad Valorem* Property and Business Personal Property, showing the location, tax liability, and payment by Raven Space Systems as an entity within the City and with taxes owed to the City.

3.2 Raven Space Systems may operate in other work spaces, including but not limited for the purpose of research, engineering and design, and manufacturing. If this space is located within the City, then it will be included in any calculations for business support.

3.3 In exchange for the receipt of any tax rebates from the City, Raven Space Systems shall employ no less than 5 full time employees by the end of year one, 15 employees by the end of year three, and 25 full time employees by year 5.

4.0 THE OBLIGATIONS OF THE CITY. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City agrees as follows:

4.1 Use Tax Rebate. The City agrees to rebate and pay to Raven Space Systems an amount equal to fifty percent (50%) of the City's 3.50% use tax, which percentage excludes 0.25% presently allocated for open space and 0.40% presently allocated for the county functions, levied and collected on building construction materials used in the initial construction of the proposed development and the purchase and installation of equipment on the leased property (hereinafter referred to as the "Use Tax Rebate").

4.2 Personal Property Tax Rebate. The City agrees to rebate and pay to Raven Space Systems an amount equal to fifty percent (50%) of the city and county business personal property taxes paid by Raven Space Systems and retained by the City, after any pre-existing development support agreements, for taxable personal property located within all Raven Space Systems occupied and operating facilities in the City beginning on January 1st of the tax year (such as 2026, paid in 2027) following the establishment of any Raven Space Systems facility within the City, and for the duration of this agreement as long as any facility remains located and operating in the City. Said rebate will be paid by the City for a period of five years. No rebate will be paid for any year in which Raven Space Systems fails to maintain the required full time employment minimums pursuant to Section 3.3 above. Raven Space Systems shall certify to the City in writing on or before July 15th of each year that it has maintained the necessary number of employees for the previous 365 days. Payment of the rebate shall be submitted to Raven Space Systems by the City within forty-five (45) days of the City's receipt from Raven Space Systems of its certification.

4.3 Maximum Rebate. The maximum rebate to be paid by the City to Raven Space Systems from the shared use tax and property tax when combined shall not exceed $75,000.

5.0 Term. The Term of this Agreement shall commence on the date of final approval by the Parties and shall continue for five years at which time the Agreement will automatically terminate. All obligations of the City to rebate and pay use tax, business personal property tax, and real property tax shall terminate upon termination of the Agreement.

6.0 Repayment Conditions. During the term of the agreement, year one to year five, if in any year Raven Space Systems fails to maintain the required full time employment minimums pursuant to Section 3.3 above, no rebate for that year shall be made to Raven Space Systems.

7.0 Miscellaneous.

7.1 The City shall calculate and pay Raven Space Systems any rebate authorized by the Agreement based upon the actual taxes levied and collected and not the amounts of tax estimated herein.

7.2 The City's obligations pursuant to this Agreement terminate if Raven Space Systems does not maintain a physical presence (including a production facility) in the City following the commencement of this agreement. The City agrees to use its best efforts, including but not limited to, assigning a senior level staff person to assist Raven Space Systems with the process necessary for obtaining the permits and approvals required for the development and operation of the facility.

8.0 ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City, provided, however, that Raven Space Systems shall have the right to assign this Agreement to any wholly owned affiliate of Raven Space Systems without prior written consent of the City, but with prior written notice to the City.

9.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

10.0 EXHIBITS. All exhibits referred to in this Agreement, if any, are by reference incorporated herein for all purposes.

11.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, acts of terrorism, regulations or order by civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

12.0 DEFAULT. Time is of the essence. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by either Party within ten (10) business days following receipt of notice to the non-performing Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for damages that is limited to the amount of use and personal property taxes rebated under this Agreement.

13.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

14.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

15.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

16.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

17.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

18.0 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named

as a Party hereto.

21.0 FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. In the event the City fails to appropriate funds for this Agreement beyond the current fiscal year, the City shall have no obligations for rebates for future fiscal years. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other Party.

22.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

23.0 SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

24.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

25.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary; provided, however, that a copy of any correction made to this Agreement and attached exhibits, if any, by a Party shall immediately be provided to the other Party and, further, no such correction shall be effective unless the other Party has indicated its agreement with such correction

26.0 DAYS. If the day for any performance or event provided for herein is a Saturday, Sunday, or a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

27.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, extension of time, or appropriation, budgeting, or payment action, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not

be deemed to be partners or joint venturers, and neither Party shall be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability of the other Party.

29.0 PRIOR AGREEMENTS. By entering into this Agreement, the Parties terminate any prior existing agreements entered into between the Parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of September 9, 2025.

THE CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county

_____
Mayor

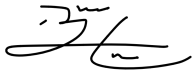
ATTEST:

_____
Clerk & Recorder

APPROVED AS TO FORM:

_____
City & County Attorney

Raven Space Systems, Inc.



_____

By: Blake Herren
As: CEO & Co-founder

City and County of Broomfield

City Council Regular Meeting

A. Comprehensive Plan Contract Phase 2 Project Launch Contract Approval

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Action Items Item: 7A.

Presented By
Lynn Merwin

Community Goals
☑ Growing Greener ☑ Mobility ☑ Thriving, Diverse, Safe and Welcoming Community

Overview

View Correspondence
View Presentation

Proposed Resolution No. 2025-112 will approve the consulting agreement with Olsson, Inc. for Consulting Services for Phase 2 of the City and County of Broomfield Comprehensive Plan and Transportation Mobility Plan major updates (the Project). Olsson is an engineering, planning and design services firm that was deemed best qualified to provide long-range comprehensive plan and transportation mobility planning services to Broomfield. Broomfield is planning a major update to these plans, as it has been nearly a decade since they were last updated in November 2026.

Attachments

Comprehensive Plan _ Transportation Mobility Plan Phase 2 Contract Memo.pdf
Resolution 2025-112 Consulting Agreement with Olsson, Inc.pdf
Agreement for Comprehensive Plan Update- Olsson- 2025-V3- Final - Vendor Signed.pdf

Phase 2 Comprehensive Plan and Transportation Mobility Plan Consulting Agreement

Summary

View Correspondence
View Presentation

Proposed Resolution No. 2025-112 will approve the consulting agreement with Olsson, Inc. for Consulting Services for Phase 2 of the City and County of Broomfield Comprehensive Plan and Transportation Mobility Plan major updates (the Project). Olsson is an engineering, planning and design services firm that was deemed best qualified to provide long-range comprehensive plan and transportation mobility planning services to Broomfield. Broomfield is planning a major update to these plans, as it has been nearly a decade since they were last updated in November 2026 (see links below).

In 2023, Broomfield published a Request for Proposals ("RFP") to procure consulting services for Phase 1 of the Comprehensive Plan and Transportation Mobility Plan updates. This first phase was designed to scope innovations and best practices in long-range planning. In November 2024, a study session was held with City Council to provide an update on the findings and recommendations of best practices and innovations in long-range planning developed as part of the Phase 1 Project. City Council's review and comment on these findings and recommendations helped guide the development of the scope of services for Phase 2 of the Project.

Following the November 2024 study session and Council's direction to move forward, staff developed a scope of work and formal RFP for Phase 2 of the Project update. The scope of work was also reviewed by department heads or their designated subject matter experts to ensure a thorough and inclusive approach for Phase 2 of the Project. The scope of work was incorporated in the Request for Proposals solicitation for Phase 2.

In February of 2025, Broomfield published an RFP through BidNet for Phase 2 of the Comprehensive Plan and Transportation Mobility Plan major updates. Two qualifying proposals were received and reviewed by a staff evaluation team. The evaluation process included a review of the proposal, followed by an interview and presentation. Olsson was selected as the consultant for the project based on their demonstrated knowledge and experience with comprehensive plans and transportation plans in similar local communities.

As part of the solicitation process, staff identified a cost-value concern regarding one of the subconsultants tasked with developing and evaluating the data (including demographic, housing, business, and economic/fiscal) and socio-economic conditions essential to inform the city and county's long-range planning efforts. Staff provided these comments to the Olsson team through the best and final offer process. The Olsson team removed the intended subconsultant and associated fee from the proposal and agreed to coordinate with a separate consultant to be identified by Broomfield. A separate contract for this specific socio-economic and data analysis will be awarded once the preferred consultant is selected. Staff anticipates there will be adequate funds remaining from the current budget to fund this second, follow-up contract. The second follow-up consulting contract is estimated to be under $200,000 and can be approved by the City Manager.

Proposed Resolution No. 2025-112 will approve the consulting agreement with Olsson, Inc. If approved, the consulting services are expected to commence immediately, and the Plans are anticipated to be completed by October 2027, following a robust public engagement process. During Q4 of 2025, the consultant will work with staff to develop the public engagement plan for Phase 2. The Phase 2 public engagement is expected to launch

formally in early 2026 following Council's selection of the Comprehensive Plan Community Advisory Committee.

Financial Considerations

The proposed contract includes a fee schedule that breaks out the contract costs into the following:

Key Project Elements

Project Administration	$ 98,260
Discover Phase (Data Collection, Existing Conditions, Opportunity & Challenges)	$270,883
Desire Phase (Engagement, Surveys, Visioning, Community Values)	$ 89,786
Discuss Phase	$132,394
Design Phase (Outcomes/Community Goals, Success Measures, Strategic Actions)	$107,169
Document Phase (Plan Preparation)	$110,389
Total Project Fee (excluding scalable project elements)	**$808,881**

Scalable Project Elements

Material Translation Services, if needed for Advisory Committee	$ 6,091
Translation Services for full Public Drafts and Final Plans	$ 16,105
*Translation of Executive Summaries included in key project elements above	
Activity Book for 4th Graders in Public Schools	$ 11,152
City & County Planner Training (Legacy & Broomfield High Schools)	$ 14,600
Potential Future Dashboard	$ 11,152
Total Optional Scalable Project Elements	**$ 59,100**
Total Consulting Contract	**$867,981**

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount. If the contract is approved, the budget for the Comprehensive Plan will be reduced by $400,000 as part of the 2025R to be considered by City Council in October 2025 to align the budget with the anticipated need.

Sources and Uses of Funds	Amount
Comprehensive Plan and Transportation Plan Updates (24T0013; 20-70090-55600)	$1,501,968
Total Budget	**$1,501,968**
Consulting Agreement (Olsson, Inc.)	- $867,981
Contingency (10% of Olsson, Inc. Agreement)	$86,798
Estimated Consulting Agreement for Economic and Financial Analysis	$130,000
Sub-total Use of Funds	**-$1,084,779**
Projected Balance	**$417,189**

Prior Council or Other Entity Actions

- November 1, 2016 - City Council adopted Resolution No. 2016-194 approving the 2016 Broomfield Comprehensive Plan and Transportation Plan. The Transportation Plan update was incorporated into the Comp Plan.

- September 26, 2017 - Council adopted Resolution No. 2017-160 approving a Comprehensive Plan Amendment for Oil and Gas Development.

- June 12, 2018 - Council adopted Resolution No. 2018-107 approving a Comprehensive Plan Amendment to adopt the Housing Needs Action Plan.

- Since 2016 Council has approved two urban renewal area map amendments and ten land use map amendments.

- On Nov. 19, 2024, City Council held a study session where staff provided an update on the findings and recommendations of best practices and innovations to comprehensive planning resulting from Phase 1 of the Comprehensive Plan and Transportation Mobility Plan update. Council provided direction during this meeting to proceed with Phase 2 of the Project. These findings and recommendations guided the development of the scope of work for Phase 2 of the project.

- On July 15, 2025, City Council held a study session where direction was provided related to the creation of a Comprehensive Plan Community Advisory Committee (CPCAC). Based on the direction from City Council, staff will be moving forward with recruitment for this committee.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project, the appropriate motion is...

That Resolution 2025-112 be adopted.

Alternatives

Decide not to approve the contract and not to proceed with the project.

RESOLUTION NO. 2025-112

Approving a Consulting Agreement with Olsson, Inc. for Phase 2 of the Broomfield Comprehensive Plan and Transportation Mobility Plan Update

Be it resolved by the City Council of the City and County of Broomfield, Colorado:

Section 1.

The Consulting Agreement by and between the City and County of Broomfield and Olsson, Inc. for Phase 2 of the City and County of Broomfield Comprehensive Plan and Transportation Mobility Plan major update in an amount not to exceed $867,981 is approved.

Section 2.

The Mayor or Mayor Pro-Term is authorized to sign and the office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney.

Section 3.

The City and County Manager or a designee is authorized to approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

This resolution is effective on the date of approval by the City Council.

Approved on August 26, 2025.

The City and County of Broomfield, Colorado

_____
Mayor

Attest:

_____
Office of the City and County Clerk

Approved as to form:

NCR

_____
City and County Attorney

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND OLSSON, INC. FOR SERVICE TO UPDATE THE BROOMFIELD COMPREHENSIVE PLAN AND TRANSPORTATION MOBILITY PLAN

1. PARTIES. The parties to this Agreement for Services to Update the Broomfield Comprehensive Plan and Transportation Mobility Plan (this "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Olsson, Inc., a Nebraska corporation (the "Contractor"), collectively, the "Parties," or individually, a "Party."

2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.

   2.1. The City is seeking a qualified consultant to assist with a major update of the Broomfield Comprehensive Plan and Transportation Mobility Plan (the "Project") and completed a competitive selection process by Request for Proposal 25-RFP-CD-001 Consulting for Comprehensive Plan and Transportation Mobility Plan ("RFP").

   2.2. The Contractor's response to the above referenced RFP was determined to be of best value to the City for the procurement of the services requested.

   2.3. The Parties therefore desire to enter into an Agreement for completion of the services further described herein.

3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

   3.1. Term. The Term of this Agreement shall commence August 26, 2025 and extend and be effective through December 31, 2027, unless otherwise terminated as provided herein.

   3.2. Scope. The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Scope of Work attached hereto as Exhibit A and incorporated by this reference.

      3.2.1. The Contractor's response to the RFP, is attached hereto as Exhibit B and incorporated by this reference, and is included in the expectation of the Contractor's responsibilities for the completion of Exhibit A. If there is a conflict between Exhibit A and Exhibit B, then the City's Exhibit A shall prevail.

3.3. Price. The City shall pay the Contractor for goods and services set forth in the Scope of Work in accordance with the amounts shown in the Pricing Schedules attached as Exhibit C and incorporated by this reference. Total payments under this Agreement shall not exceed $867,981.

3.3.1. Optional hours and services listed in Exhibit C, must be approved by the City in writing, prior to the start of any additional work.

3.3.2. Additional hours and services above those listed in Exhibit C, must be approved by the City in writing, prior to the start of any additional work.

3.4. Kick-Off Meeting. The Contractor Representative and the City Representative and any other necessary personnel shall hold a kickoff meeting by September 30, 2025 and initiate the development of a collaborative Project Schedule, which will include:

3.4.1. Key leads for each party.

3.4.2. Key contacts and team members from both parties for the Project.

3.4.3. Roles, responsibilities and expectations for each team member.

3.4.3.1. Anticipated workforce hours for Contractor.

3.4.3.2. Determine expectation for City staff resources.

3.4.4. Key external and internal groups integral to the Project.

3.4.4.1. Outline expectation of external and internal groups.

3.4.5. Outline communication plan, procedures and format.

3.4.6. Develop Timeline for key deliverables, which shall include:

3.4.6.1. Benchmarks for progress checks to ensure timely completion of deliverables;

3.4.6.2. Measurable indicators of deliverables; and

3.4.6.3. Key deliverables target completion dates.

3.4.7. Identify project constraints across the projected timeline.

3.5. Project Schedule. The Contractor shall provide a Project Schedule to the City covering the duration of the Services, beginning with receipt of the Notice to Proceed and concluding with substantial completion of the Services,

understanding the City Council makes the ultimate determination on whether or not to adopt any plan (the "Project Schedule"). All costs associated with the development and maintenance of the Schedule shall be borne by the Contractor.

3.5.1. The Contractor shall submit a preliminary Project Schedule within five (5) working days of the Kick-Off Meeting. The City shall review the Project Schedule and return comments to the Contractor within five (5) working days. The Contractor shall have five (5) working days to revise the schedule and return it to the City for review.

3.5.2. The five (5) working days revise and review cycles shall continue until the City receives an acceptable schedule.

3.5.3. City Representative reserves the right to request modification, additions or additional services to the Project Schedule as they determine appropriate.

3.5.4. Any delay beyond the completion date, must be submitted in writing to the City Representative. Delays will be denied or approved in writing by the City Representative.

3.6. Review of Product. The City Representative shall have the right to confirm the completion of the Services provided, the product of such Services, and to reject any or all of which are in the City's judgment defective or nonconforming. The City will not be charged for Services to correct Contractor's errors.

3.7. Acceptance of Services. Services are considered complete, only after the City Representative has formally accepted Services in writing.

3.7.1. The City Representative reserves the right to cancel specific services at any time upon written notice, including services which may have been requested and have not been completed.

3.8. Timeline Delays or Extension of Work. If the Contractor experiences a delay in the completion of work, the Contractor shall provide a reasonable period of time, which does not delay the timeline for completion identified in section 3.5.

3.8.1. The City shall determine what constitutes a reasonable period of time and may cancel requested Services.

3.9. Travel. The Contractor is expected to obtain the most cost-efficient travel arrangements, and must obtain prior written approval before incurring any travel expenses, but no less than seven (7) days prior to travel.

3.9.1. The Contractor will be reimbursed at the rate per mile set by the Internal Revenue Service in excess of a fifty (50) mile radius from the City and County Administrative Building.

3.9.1.1. Mileage expenses within the City and County of Broomfield will be reimbursed when such costs are incurred while performing services related to this Agreement. Mileage will not be reimbursed for travel to Broomfield except as provided above.

3.9.2. All travel expenses shall be submitted with invoices in sufficient detail to ensure that payments may be made in conformance.

3.10. Payment. The Contractor will timely issue invoices for products and/or services delivered or rendered pursuant to this Agreement. Detailed invoices for such Services shall include (a) date on which Services were provided, (b) details of the Services provided, (c) individual providing services, and (d) include the purchase order number.

3.10.1. Invoices for travel should include at a minimum travelers name, position, reason for travel, mode of travel, duration of travel, destinations, and purpose for travel.

3.10.2. Timely issuance of invoices is considered within thirty (30) days after the end of the month when services are rendered. Invoices shall be paid within thirty (30) days of approval by the City representative.

3.10.3. Invoices shall be sent to apinvoices@broomfield.org and lmerwin@broomfield.org.

3.10.4. Failure to submit invoices for timely payment may result in nonpayment. The City will notify the Contractor of any dispute with respect to an invoice in writing. Both Parties will use best efforts to resolve any dispute within 180 days.

3.10.5. The Contractor shall furnish such additional documentation as the City shall reasonably require. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.

4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

4.1. The City designates Lynn Merwin as the authorized representative of the City under this Agreement. Email address is lmerwin@broomfield.org.

4.2. The Contractor designates Troy Russ as the authorized representative of the Contractor under this Agreement. Email address is truss@olsson.com.

If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.

5. KEY PERSONNEL. The Contractor's key personnel shall include (i) the Project Manager Troy Russ; (ii) the Comprehensive Plan Deputy Project Manager, Taylor Plummer and (iii) the Transportation Mobility Plan Deputy Project Manager, Ted Ritschard. The Contractor's obligation to provide adequate staffing is not limited to providing the key personnel, but is determined by the needs of the Project.

5.1. The Contractor shall not replace any of the key personnel without the City's prior written approval, which shall not be unreasonably withheld. If the City finds any of the key personnel are unsatisfactory, the City may request from the Contractor alternate personnel. If any of the key personnel are requested to be removed or become unavailable to perform services in connection with this Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement acceptable to the City. The City shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience.

6. INDEPENDENT CONTRACTOR. **The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.**

7. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that

are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any willful misconduct or negligent act or omission of the Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the Contractor.

8. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit D. Current proof of such insurance is attached at Exhibit D, incorporated by this reference. However, proof of insurance attached as Exhibit D shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.

9. DEFAULT. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, the City may terminate this Agreement and the Contractor's right to proceed hereunder. If the City terminates this Agreement under this paragraph, the Contractor may, at the option of the City, be required to cease any or all work provided for under this Agreement and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform.

10. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

11. PROTECTION OF PROPERTY. All City property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by the Contractor while performing services pursuant to this Agreement. The Contractor shall be held

responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.

12. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

13. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.

14. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

15. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.

16. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

17. SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.

18. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

19. MINOR CHANGES. The Parties executing this Agreement are authorized to make non substantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

20. DOCUMENTS.

20.1. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.

20.2. The City uses Google Workspace (formerly G-Suite), including Google Docs, Sheets and Slides as its management system for City documents and collaboration. The Contractor shall produce all word processed documents, spreadsheets, and slide decks developed for the City under this Agreement using Google Workspace formats, unless otherwise indicated in this Agreement or expressly authorized in writing by the City Representative. No funding or extension on deadlines shall be provided to the Contractor to convert documentation from Microsoft or other format files into Google Workspace formats (i.e. Google Docs and Sheets) or back to the initial format, unless expressly authorized in writing by the City Representative.

21. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.

22. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.

23. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.

24. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

25. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

26. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

27. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

28. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

29. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

30. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

31. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.

32. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority

over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.

33. TERMINATION. The City reserves the right to terminate this Agreement, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

34. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

35. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.

36. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

[*The remainder of this page is intentionally left blank.*]

This Agreement is executed by the Parties hereto in their respective names as of _____, 20___.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

_____
Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

_____
City and County Attorney's Office

CONTRACTOR:

OLSSON, INC., a Nebraska corporation

By: _____
Name: Ted Ritschard, P.E.
Address: 601 P Street, Suite 200
Lincoln, NE 68508

EXHIBIT A
SCOPE OF WORK

1.1. The Contractor shall collaborate with Broomfield, while leading the development and major updates to Broomfield's Comprehensive Plan ("Comp Plan") and Transportation Mobility Plan ("TMP"). The Broomfield Comp Plan and the TMP serve as long-term guiding documents for the community, outlining Broomfield's vision, goals, and policies for future development. It aims to ensure orderly and sustainable growth while addressing the needs of residents and preserving the community's character. Please note: The term Contractor and Consultant are used interchangeably throughout the Agreement and generally refer to the Contractor, Olsson.

1.1.1. Based on Broomfield's City Council direction, the Plans are expected to be organized around an outcome-oriented approach. Provided are two examples of Comprehensive Plans where outcome-oriented approaches were used:

1.1.1.1. City of Thornton, Colorado referenced as Vision Themes beginning in Chapter Three (3).

1.1.1.2. City of Charlotte, North Carolina referenced as Goals beginning within the Introduction.

1.1.2. These outcomes will be used as lenses to arrange the layout of chapters in the Plan. Specific outcomes are anticipated to be identified early in the public engagement process and Broomfield envisions they will be aligned with or adapted from Broomfield Community Goals, which include

1.1.2.1. Goal 1: Financial Sustainability and Resilience

1.1.2.2. Goal 2: Growing Greener

1.1.2.3. Goal 3: Mobility

1.1.2.4. Goal 4: Thriving, Diverse, Safe and Welcoming Community

1.1.2.5. Goal 5: Organizational Health

1.2. Definitions and Working Groups. The project will involve a variety of stakeholders and working groups. Key working groups and their definitions are described as follows.

1.2.1. *Consultant*. General term for the team of external consultants and sub-consultants selected and awarded the consulting contract for this Project.

1.2.2. *Project Lead*. Primary Broomfield staff responsible for coordination, communication, and decision-making.

1.2.3. *Project Managers*. Broomfield planning and transportation staff responsible for day-to-day coordination and communications about the Comp Plan and TMP respectively.

1.2.4. *Project Management Team ("PMT")*. Core management team consisting of five (5) designated staff members who will communicate directly and meet regularly with the consultant.

1.2.5. *Technical Advisory Group ("TAG")*. Broader internal group of Broomfield staff who will serve as subject matter experts for the Project.

1.2.6. *Comprehensive Plan Community Advisory Committee ("CPCAC")*. Committee composed of approximately seventeen (17) community stakeholders including residents, business owners and others who will serve in an advisory role and participate in discussions on behalf of the community.

1.2.7. *Broomfield Transportation Forum*. A group of City Council members and state and regional agency representatives that guide Broomfield transportation decision-making and promote regional transportation discussions that impact Broomfield.

1.2.8. *Executive Leadership Team ("ELT")*. This team includes the city manager, deputy city managers, and may include other staff reporting directly to the city manager.

1.2.9. *Communications and Engagement Team*. This team includes staff from Broomfield's Communication and Engagement Department.

1.2.10. *Public Engagement Plan ("PEP")*. A plan to solicit meaningful feedback from the community that helps to shape the final Comp Plan and TMP. This detailed plan will identify stakeholders and establish engagement goals, strategies, opportunities, and a timeline with deliverables and milestones, that guides the creation of the Communications Plan for the Comp Plan and TMP major updates.

1.3. Summary of Key Process Expectations. The Consultant will provide the following minimum Project process expectations and fulfill key tasks including, but are

not limited to those listed below and provided in more detail within the sections below. Broomfield reserves the right to increase or decrease any consulting hours or expected tasks at its discretion.

1.3.1. Develop and maintain project schedule.

1.3.2. Consultant will provide agendas, and other meeting material as applicable, in advance. Consultant will provide a running summary of meeting notes and actions items following all meetings.

1.3.3. Facilitate weekly video check-ins using Google Meets between the Consultant and Broomfield PMT for the Comp Plan and the TMP.

1.3.4. Facilitate approximately six (6) to ten (10) regular meetings with the TAG.

1.3.5. Facilitate approximately six (6) to ten (10) regular meetings with the Project CPCAC.

1.3.6. Lead and execute robust public engagement with a broad array of stakeholder meetings, focus groups and engagement events.

1.3.7. Document all public engagement feedback, track engagement input and Broomfield's responses for transparency and accountability. Preserve Broomfield's written comments and edits for reference purposes.

1.3.8. Respond to comments and resolve edits in Project documents.

1.3.9. Develop engagement collateral

1.3.10. Provide translation services from English to Spanish for all Project public-facing collateral, interpretation at in-person meetings when necessary, and full translation of the Project Plans, if necessary. At a minimum, there will be a full translation of the Executive Summary of the Draft and Final Plans. A full translation of both Plans is included as an optional cost estimate in the Consultant's proposal.

1.4. Summary of Key Deliverables. The Consultant will provide the following minimum Project expectations and key deliverables including, but are not limited to those listed below and provided in more detail within the sections below.

1.4.1. Facilitate two (2) kickoff meetings, one (1) each with the internal PMT and internal TAG, respectively.

1.4.2. Facilitate up to twenty (20) focus sessions with special interest groups such as historically underrepresented community members; business owners, business community; regional stakeholders such as DRCOG, CDOT, North Metro Fire, Mile High Flood District; adjacent jurisdictions; and other notable groups.

1.4.3. Facilitate up to ten (10) presentations at meetings with boards and commissions.

1.4.4. Facilitate up to six (6) community meetings/open houses, including up to three (3) community kick-offs and up to three (3) follow-up community meetings in separate community geographies.

1.4.5. Prepare and conduct up to ten (10) pop-up events, engaging and collecting input from the community.

1.4.6. Prepare and conduct community engagement for up to four (4) major community events, such as BrewHaha and Broomfield Days, pending alignment with the project engagement opportunities identified in the PEP.

1.4.7. Attend and participate in approximately three (3) presentations for Executive Leadership Team meetings.

1.4.8. Attend and participate in up to five (5) presentations to Broomfield City Council at study sessions.

1.4.9. Attend and participate in one (1) presentation during the scheduled Public Hearing before Broomfield City Council.

1.4.10. Attend and participate in three (3) presentations to the Broomfield Transportation Forum.

1.4.11. Develop Project visual identity for all planning documents and collateral for both the Comp Plan and TMP.

1.4.12. Develop, lead and execute the implementation of the PEP integrated for the Comp Plan and TMP.

1.4.13. Develop, deliver, and analyze a statistically valid survey and community survey.

1.4.14. Collaborate and coordinate the integration of a summary memo, prepared by a separate Broomfield-selected consultant for this task, addressing the relationship between financial sustainability and

resiliency as addressed in the Comp Plan relative to Broomfield's Long Range Financial Plan update, including how these documents work in tandem to inform decision-making for Broomfield.

1.4.15. Develop summary technical memo of public engagement efforts and results, including analysis of findings for each phase of engagement for the Comp Plan and TMP.

1.4.16. Collaborate with the Communications and Engagement team to create a communications plan for the duration of the Project. The Consultant shall perform the vast majority of the work under this task. Broomfield's role as a collaborator shall primarily be provided in the review capacity to ensure the content and quality of the communications are acceptable and in alignment with Broomfield's communication goals and objectives.

1.4.17. Create high-level, public-facing, visually appealing public engagement summary documentation of the public engagement process at key stages in the Project engagement process. This document will address the purpose of the engagement efforts, methods, timelines, stakeholder groups, responses, and other metrics. The document will provide a summary and an analysis of feedback and the key takeaways for key engagement phases and milestones, and a final overall summary upon completion to convey the importance of robust public engagement to the overall Project. These summary deliverables will be used on the project web page, in presentations to the public and in the draft and final Plans. They must be graphically rich and easy to understand for the general public.

1.4.17.1. Building upon the public engagement documentation and analysis described above, create a formal comprehensive documentation of the public engagement process for the Project. This detailed deliverable is intended for inclusion in the Appendix of the Comp Plan and TMP and will reflect an accurate accounting of the public input, process, timeline, stakeholders, data collected and analyzed, and responses related to the overall Project process for accountability and transparency. Responses to public comments may be provided by the Consultant, Broomfield staff, city council, and other key stakeholders as appropriate. In some cases, responses may be verbatim, in other cases, they may reflect a summary response.

1.4.18. Develop existing conditions and future projections memo for both the Comp Plan and TMP.

1.4.19. Develop graphics, charts and maps for Comp Plan and TMP updates.

1.4.20. Draft memos documenting applicable legislative and Broomfield code requirements for both the Comp Plan and TMP.

1.4.21. Draft vision statement.

1.4.22. Prepare a memo outlining the overarching vision, goals and policies, implementation strategies and action steps to be expanded upon in the final Comp Plan and TMP.

1.4.23. Prepare formal drafts of full Comp Plan and TMP for City Council Study Session, inclusive of all ancillary plan elements such as: cover page; acknowledgments and related, table of contents, glossary of terms, appendices, supplemental maps, tables, and charts, graphics and photos integrated by section.

1.4.23.1. Minimum of two (2) drafts for review for the Comp Plan and TMP due prior to the Broomfield City Council Study Session to review the official draft Plans.

1.4.24. Prepare final Plan documents and associated exhibits for the Comp Plan and TMP prior to the City Council public hearing regarding the Plan adoption.

1.4.24.1. Minimum of two (2) drafts of the Final Plan documents and associated exhibits in an accessible format.

1.4.24.2. The Final Comp Plan and TMP shall meet all applicable legislative and Broomfield municipal code requirements.

1.4.25. Develop graphically rich executive summary documents for the Comp Plan and TMP

1.4.25.1. Minimum of two (2) drafts for staff review followed by the public review

1.4.26. Work product deliverables will include a draft and revised draft incorporating feedback from one (1) or more of the working groups to achieve the desired vision and outcomes. The revised drafts are intended to be comprehensive in approach and will represent thorough, well-developed content that can be adapted and incorporated into the draft and final Comp Plan and TMP.

1.4.27. All documents for Broomfield City Council review must be finalized a minimum of six (6) weeks in advance of the planned Council date.

1.4.28. The Consultant will provide all work products using Google Workspace such Google Docs, Google Sheets and Google Slides, with the exception of the visually compelling final Plan documents which can be generated in a program such as Adobe InDesign.

1.4.29. All Project deliverables are to be submitted to Broomfield in agreed-to electronic formats.

1.4.30. All internal and public-facing print and digital communications, including but not limited to, meeting notes, documents, presentations, and final deliverables, must be in compliance or working towards Colorado's requirements on digital accessibility.

1.4.31. Should additional services be requested from Broomfield, the Contractor shall provide a quote based on the pricing in Exhibit C. Broomfield will provide a purchase order as the acceptance of the quote, and approval to provide any additional services.

1.5. Task 1: Project Management, Coordination, and Administration.

1.5.1. The Consultant will be responsible for developing and implementing a Project schedule that includes measurable indicators of milestones, deliverables and target dates, coordination activities, identify roles, responsibilities and expectations for each team member, expectation of resources and hours for team members, objectives, and project constraints.

1.5.2. The Consultant will quickly develop and demonstrate a comprehensive understanding of both the Comprehensive Planning effort and the Transportation Mobility effort.

1.5.3. The Consultant will be available to facilitate and present at all Project meetings. These include meetings with the TAG, the ELT, the Transportation Forum, focus groups, and public meetings such as with the CPCAC, the boards and commissions, and city council. At the discretion of Broomfield, the PMT may elect to co-lead or lead meetings.

1.5.4. Meeting minutes for all meetings will be prepared and maintained by the Consultant, as well as creating agendas, presentations, collateral, and other materials for all meetings as necessary.

1.5.5. The Consultant and Broomfield PMT shall hold bi-weekly Google Meets video check-ins, generally occurring every two weeks for the Comp Plan and TMP combined.

1.5.5.1. For example, during a four (4) week period there will generally be two (2) combined Comp Plan and TMP meetings

1.5.6. Agendas shall be provided two (2) working days in advance of the meeting. The agenda and meeting notes shall at a minimum identify topics for discussion, including upcoming work, progress, decision points, objectives, action items, and any items needed for meeting.

1.5.6.1. Schedule updating shall be done during the bi-weekly meetings and will identify any revisions, actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Project. The Project Lead may request updates prior to the meeting.

1.5.7. Action items shall generally be delivered electronically.

1.5.8. The Consultant will be responsible for attending, leading, and coordinating the following meetings.

1.5.8.1. *Introduction Meeting with the PMT.* Initial Kickoff Meeting with the project management team for introductions, to establish communication norms and discuss expectations.

1.5.8.2. *Project Kickoff Meeting*. The Project Kickoff Meeting will include members of the technical advisory group comprised of subject matter experts from various Broomfield departments.

1.5.8.2.1. The kickoff meeting with the TAG will clearly communicate the Project goals, scope, timeline, deliverables, roles, and expectations. This meeting will also be used to provide an overview of Broomfield expectations for the PEP and approach.

1.5.8.3. *Recurring Project Meetings for the Comprehensive Plan and Transportation Mobility Plan*. The Consultant will use these meetings with the PMT to keep up to date on Project progress and upcoming work focus, address Project billing, share updates

about work progress, share Project collateral and information, and seek PMT input at key decision points.

1.5.8.3.1. This task will include virtual check-in meetings every two weeks,with the Broomfield project manager and other project staff as appropriate.

1.5.8.4. *Technical Advisory Group Meetings.* TAG meetings will be used to keep essential Broomfield Department staff informed of Project progress, to provide Project direction and to help inform key Project decisions at critical junctures.

1.5.8.4.1. The Consultant will facilitate quarterly TAG meetings comprised of key staff from various departments serving as subject matter experts.

1.5.8.5. *Comp Plan Community Advisory Committee Meetings.* The Comprehensive Plan Community Advisory Committee will be made up of approximately seventeen (17) community members selected to serve in an advisory role to guide and shape the Plan formation on behalf of the larger community. The Consultant shall facilitate, or co-facilitate with Broomfield staff, meetings with the CPCAC to provide information and seek guidance at key points throughout the major update to the Comp Plan and TMP including informing and providing specific feedback related to establishing guiding values, goals, policies, strategies and action steps.

1.5.8.5.1. These meetings will be held primarily in person.

1.5.8.5.2. Six (6) to ten (10) Meetings with the Project CPCAC

1.5.8.6. *Transportation Forum Meetings.* These TMP meetings are geared toward an audience that includes some Broomfield Councilmembers and Broomfield's regional transportation partners including the Denver Regional Council of Governments ("DRCOG"), the Colorado Department of Transportation ("CDOT"), and the Regional Transportation District ("RTD"). The Consultant will prepare materials for, and jointly present with Broomfield staff.

1.5.8.6.1. Up to three (3) Broomfield Transportation Forum meetings

1.5.8.7. *Executive Leadership Team Meetings.* The PMT anticipates there will be periodic updates for the Executive Leadership Team to provide information on the Project progress and to take questions and direction as applicable. The Consultant will prepare materials for, and jointly present with Broomfield staff.

1.5.8.7.1. Approximately three (3) meetings.

1.5.8.8. *Broomfield City Council Meetings.* These meetings will provide updates to City Council Members about the Comprehensive Plan and the TMP update progress and will ultimately include a meeting for City Council's adoption of the Plans. The Consultant will prepare materials for, and jointly present in person with Broomfield staff.

1.5.8.8.1. These meetings will be held in person.

1.5.8.8.2. Up to five (5) City Council Study Sessions

1.5.8.8.3. One (1) Public Hearing presentation to City Council for adoption of the Project Plans.

1.6. Task 1 Deliverables.

1.6.1. Develop and maintain project schedule

1.6.2. Facilitate all meetings.

1.6.2.1. Two (2) Kickoff meetings, one (1) with the internal PMT and a second with the internal TAG

1.6.2.2. Bi-weekly Google Meets video check-ins.

1.6.2.3. Quarterly meetings with the TAG

1.6.2.4. Six (6) to ten (10) meetings with the Project CPCAC

1.6.2.5. Up to ten (10) presentations to Broomfield's boards and commissions. A first round of five (5) presentations are expected to be early in the process to introduce the Project, and then a second round of five (5) are to occur later in the process when the Project Plans have been drafted and are ready to share. The goal is to update the boards and commissions on relevant

elements of the Project Plans and seek their input and support. These are separate from CPCAC meetings.

1.6.2.6. Additional meetings as requested, in agreement with Consultant, and for an additional fee, or reallocation of fee, as mutually agreed to.

1.6.3. Develop presentations and present or co-present with staff.

1.6.3.1. Approximately three (3) presentations to the Broomfield Executive Leadership Team

1.6.3.2. Up to three (3) presentations to the Broomfield Transportation Forum

1.6.3.3. Up to five (5) presentations to Broomfield City Council

1.6.3.4. One (1) presentation at a City Council Public Hearing

1.6.3.5. Additional meetings as requested, in agreement with Consultant, and for an additional fee, or reallocation of fee, as mutually agreed to.

1.7. Task 2: Public Engagement and Communications. The Consultant will develop and implement a comprehensive public engagement strategy aimed at both providing the public with Project information throughout the planning process and soliciting public feedback about key Project elements. Strong efforts will be made to engage groups historically underrepresented in order to ensure more equitable outcomes across the community. The public feedback must play a key role in shaping the direction of the respective planning efforts.

1.7.1. A public engagement plan shall be created early in the process that identifies key engagement outcomes necessary to advance the respective projects, establishes a comprehensive schedule for engagement activities, and identifies the Consultant and staff responsibilities.

1.7.2. Public engagement must be broken into discrete phases with clear actions and outcomes for each phase. Public engagement must be thorough, but limited to and focused on information critical for advancing Project objectives.

1.7.3. Public engagement will be conducted cooperatively for the Comprehensive Plan update and the TMP update. Duplication of

engagement or effort will need to be minimized. Expectations of the public engagement plan can be viewed through the Comprehensive Plan Engagement Plan Elements and Broomfield's Consultant Tool Kit.

1.7.4. The Consultant will collaborate with the PMT and Broomfield's Communications and Engagement team to develop a communications plan for regularly sharing information with the community and collecting input from target audiences. The PEP will include timing, frequency, and methods of communication and follow internal approval processes and timeframes.

1.8. Task 2 Deliverables.

1.8.1. Collaborate with the Communications and Engagement team to create a Communications Plan for the duration of the Project

1.8.2. Develop a robust Public Engagement Plan to integrate Comp Plan and TMP

1.8.2.1. Provide two (2) drafts for consolidated review by Broomfield staff

1.8.2.2. Prepare for and participate in one City Council study session, gaining feedback and confirmation on the draft PEP, including modifying and finalizing the PEP based on Council feedback

1.8.3. Lead and execute the PEP implementation which will be integrated for the Comp Plan and TMP

1.8.4. Develop Project visual identity for all planning documents and collateral for the Comp Plan and TMP

1.8.4.1. Two (2) drafts of the project graphics and brand guide will be provided for consolidated review by Broomfield staff

1.8.5. Provide translation services for all project collateral and interpretation at in-person meetings when necessary

1.8.6. Create all engagement collateral consistent with Broomfield's Brand Identity guidelines and standards

1.8.7. Create high-level, public-facing, visually appealing public engagement summary documentation of the public engagement process at key stages in the Project engagement process. This document will address the purpose of the engagement efforts, methods, timelines, stakeholder

groups, responses, and other metrics. The document will provide a summary and an analysis of feedback and the key takeaways for key engagement phases and milestones, and a final overall summary upon completion to convey the importance of robust public engagement to the overall Project. These summary deliverables will be used on the project web page, in presentations to the public and in the draft and final Plans. They must be graphically rich and easy to understand for the general public.

1.8.7.1. Building upon the public engagement documentation and analysis described above, create a formal comprehensive documentation of the public engagement process for the Project. This detailed deliverable is intended for inclusion in the appendix of the Comp Plan and TMP and must reflect an accurate accounting of the process, timeline, stakeholders, data collected and analyzed, and responses related to the overall Project process for accountability and transparency.

1.8.8. Develop summary technical memo of public engagement efforts and results, including analysis of findings for each phase of engagement for the Comp Plan and TMP

1.8.9. Develop, deliver, and analyze a statistically valid survey and community survey

1.8.9.1. Prepare two (2) draft preliminary surveys for PMT review

1.8.9.2. Prepare two (2) draft revised surveys for ELT review

1.8.9.3. Provide full report of survey results, including a survey results memo with two (2) drafts for review.

1.8.10. Collaborate and coordinate the integration of a summary memo, prepared by Broomfield's selected consultant for this task, addressing the relationship between financial sustainability and resiliency as addressed in the Comp Plan relative to Broomfield's Long Range Financial Plan update, including how these documents work in tandem to inform decision-making for Broomfield.

1.8.11. Develop a project webpage within the Broomfield Voice platform and provide content for regular updates. Update the project webpage at scheduled intervals with upcoming engagement opportunities, tools, and widgets – utilizing the functionality of Broomfield Voice.

1.8.12. Develop passive project communications materials, such as informational boards with "QR" codes and/or drop boxes, for placement at different locations chosen by Broomfield's Communication and Engagement Team.

1.9. Task 3: Data Collection and Analysis for Existing Conditions and Future Projection. This task serves to update the existing and future conditions sections of the Comprehensive Plan and the TMP with current information and future projections. It also asks the Consultant to recommend new information, data, maps and other analysis that will help expand, deepen and bring more clarity to the various topics discussed in these sections of the Plans. The Consultant will integrate data and analysis from existing local, regional and state plans. The Consultant will work with Broomfield and a separate Broomfield-selected consultant to perform economic, demographic, population, and financial forecasts.

1.9.1. Broomfield's Community Goals include a focus on financial sustainability and resiliency, which will be an important element in considering future development projects, land uses within the community, and the Comprehensive Plan strategy and work.

1.9.2. The future projections must be informed by current market and real estate conditions, an eye on the evolution of resident and business behavior resulting in future market needs and conditions, and economic and fiscal realities facing Broomfield, along with the Colorado, the Denver metropolitan area and the United States. The Comp Plan will be informed by, and inform, the long-range economic and financial plan.

1.9.3. The data collection and analysis will be coordinated between the Comprehensive Plan and the TMP updates to ensure efficiencies and avoid duplication of effort.

1.10. Task 3 Deliverables.

1.10.1. Draft Memos documenting applicable legislative and Broomfield municipal code requirements for both the Comp Plan and TMP

1.10.2. Draft Memos documenting existing conditions and future projections for both the Comp Plan and TMP

1.10.3. Preliminary development of graphics, charts and maps for Comp Plan and TMP updates

1.11. Task 4: Explore, Validate and Update the Community Vision. Update the Goals, Policies, and Implementation Strategies. This task will center around the Consultant clearly outlining and identifying the visions, goals, policies and implementation strategies.

1.11.1. Based on initial direction from Broomfield City Council, the Plans are anticipated to be organized around outcome-oriented themes that align or are adapted from Broomfield's Community Goals. As a result of community engagement, consideration of existing conditions and future projections, the visions, goals, policies and implementation strategies may be consistent with some of those established within the Comprehensive Plan (2016) but will likely be updated to consider the next ten (10) to twenty (20) year horizon within Broomfield.

1.11.1.1. These visions, policies, goals and implementation strategies must be informed by current data, future projections, and public engagement from previous tasks.

1.11.1.2. The Consultant will coordinate with staff and the public to ensure all goals, policies and implementation strategies are clear, easy to understand and consistent with City Council's vision for the City and County of Broomfield.

1.11.2. A clear vision statement for the community shall be drafted in this task. The final vision will be refined and informed through public engagement and will be incorporated into the final Comp Plan and TMP document when assembled in Task 5. This vision statement must be a succinct guiding declaration of the high-level goals and objectives of Broomfield.

1.11.3. Refining Broomfield's existing Comp Plan goals, policies and action steps will require significant review and revision to ensure that they continue to be aligned with the community's vision and can endure over time; requiring limited revision in future Comp Plan and TMP updates.

1.11.3.1. Broomfield intends to explore the use of implementation strategies, rather than explicit action steps, to allow for flexibility over time.

1.11.4. The documents produced within this task shall incorporate information from the previous work tasks.

1.11.5. Public engagement responses and data collection efforts will be crucial in preparing the deliverables for this task.

1.12. Task 4 Deliverables.

1.12.1. Draft vision statement

1.12.2. Memo outlining the overarching vision, goals, policies, and strategies to be expanded upon in the final Comprehensive Plan and TMP.

1.13. Task 5: Comp Plan and TMP Development. The Consultant shall be responsible for synthesizing and consolidating information gathered in previous tasks and from the overall Project execution, including a robust public engagement process, into draft reports for the Comprehensive Plan and TMP.

1.13.1. The final reports are anticipated to be organized in an outcomes approach format. For example, the outcomes may be aligned with Broomfield Community Goals, and may be amended or adapted as guided by the community, CPCAC and City Council. Staff is anticipating there will be five (5) to seven (7) key outcomes or chapters identified for the Project. Outcomes will be defined and determined early in the public engagement process as identified under Task 2.

1.13.2. The Consultant will create a master list of known transportation projects, including new projects identified through the TMP process, in the TMP with projects derived from applicable plans, studies, and lists. These could include, but are not limited to

1.13.2.1. Broomfield Bicycle and Pedestrian Assessment (September 2019)
1.13.2.2. Midway Boulevard Corridor Plan

1.13.2.3. US 287 Multimodal and Safety Study

1.13.2.4. Capital Improvement Program Project List

1.13.2.5. Broomfield Safety Action Plan and Broomfield Transit Assessment

1.13.3. The Project list must be sortable by Project type, order-of-magnitude cost, and other key Project characteristics for ease of use.

1.13.4. In addition to the final Comprehensive Plan and TMP, the Consultant will be expected to develop summaries of the respective documents that will be public-facing. The summary documents will aim to provide key information from the reports in a clear, concise way focused on communicating the information to the community.

1.13.5. The Comp Plan and TMP major updates will need to comply with legislative mandates and will incorporate best practices in Comp Plan

and TMP planning along with innovations in long-range planning where appropriate and supported.

1.13.6. Broomfield staff will be provided with a minimum of two (2) opportunities to review the draft reports in full and provide feedback before presenting the draft documents at a study session to City Council. Additional revisions and drafts may be requested at the discretion of Broomfield, but within agreement with Olsson for a specified fee increase and potential project timeline adjustment

1.13.7. Broomfield staff will be provided with a minimum of two (2) opportunities to review the draft reports in full and provide feedback of the final documents for approval and adoption by Broomfield City Council at a separate public meeting. Additional revisions and drafts may be requested at the discretion of Broomfield, but within agreement with Olsson for a specified fee increase and potential project timeline adjustment.

1.14. Task 5 Deliverables.

1.14.1. The final deliverables will reflect a high level of professionalism in presentation and content; ultimately serving as Broomfield's overarching guiding policy document for the next ten (10) to twenty (20) years.

1.14.1.1. Formal drafts of the full Comp Plan and TMP for Council Study Session, inclusive of all ancillary Plan elements such as a cover page, acknowledgments and related, table of contents, glossary of terms, appendices, supplemental maps, tables, and charts, graphics and photos integrated by section.

1.14.1.2. Minimum of two (2) drafts of the Comp Plan and TMP due for review by staff and revision by the Consultant prior to the City Council Study Session to review the official Draft Plans.

1.14.1.3. Minimum of two (2) drafts for review for review by staff of the Final Plan documents and associated exhibits in an accessible format.

1.14.1.4. The Final Comp Plan shall meet all applicable legislative and Broomfield municipal code requirements.

1.14.1.5. Minimum of two (2) drafts for review by staff of the graphically rich executive summary documents, including an Executive Summary of the Plans.

1.14.1.6. All documents for Broomfield City Council review must be finalized a minimum of six (6) weeks in advance of the planned Council meeting date.

1.15. Schedule of Work. The full Project, including both the Comp Plan and TMP, will be completed within twenty-eight (28) months from the contract award, and may be changed at the discretion of Broomfield in mutual agreement with Olsson.

1.15.1. No changes or modifications to timeline or schedule will be allowed, except through a mutual written approval from the Project Manager and Consultant key lead.

EXHIBIT B
PROPOSER'S SUBMISSION TO 25-RFP-CD-001
CONSULTING FOR COMPREHENSIVE PLAN
AND TRANSPORTATION MOBILITY PLAN UPDATE



The City and County of Broomfield, Colorado

Request for Proposal

Consulting for **Comprehensive Plan** & **Transportation Mobility Plan Update**

25-RFP-CD-001 | 04.10.2025

olsson®

April 10, 2025

City and County of Broomfield
Tracy Stibitz, Procurement Contracts Administrator
One DesCombes Drive
Broomfield, Colorado 80020

RE: Proposal for 25-RFP-CD-001 Comprehensive Plan and Transportation Mobility Plan Update

Dear Tracy and Members of the Proposal Review Committee:

Olsson, in collaboration with Clarion Associates, Hoffman Strategy Group, ETC Institute, and Narrative Designs, is pleased to submit its proposal to provide integrated community and mobility planning services and engaging outreach for updating Broomfield's Comprehensive Plan and Transportation Mobility Plan.

We appreciate Broomfield's proactive planning legacy—from your fiscally sound annexation strategies, the creation of Broomfield County, and transit-oriented development along US 36, to your integrated 2016 Comprehensive and Transportation Mobility Plans. You've consistently demonstrated leadership in inclusive, forward-thinking planning.

This proposal introduces a passionate, experienced team that understands the social, cultural, economic, fiscal, and physical dynamics of livable communities. We have the expertise to assist Broomfield in identifying strategies that aim to integrate community aspirations with sustainable economic and fiscal performance. Our team knows how cities function—and just as importantly, we know how to engage diverse stakeholders to ensure voices are heard and community ownership is built around your guiding documents.

We recognize that updating these plans is a significant and timely endeavor. Since 2016, Broomfield has experienced notable change—shaped by the pandemic, evolving lifestyles, shifting land use demands, and new mobility trends. Yet your commitment to building an inclusive, thriving, mobile, and sustainable community remains constant.

This planning process is an opportunity to advance that vision. The Olsson team is well-equipped to partner with you in crafting a bold, functional plan that reflects today's priorities while guiding tomorrow's decisions in a fiscally responsible way. Our integrated team of planners, economists, engineers and engagement specialists is purpose-built to deliver outcome-based plans grounded in community values and supported by a transparent, adaptable decision-making framework.

Your project will be led by Troy Russ, whose public leadership roles helped communities like Louisville and Crested Butte achieve livability goals through intentional planning and implementation. As a consultant, Troy guided transformative efforts across Colorado and North America—from Charlotte to Vancouver and Manitou Springs to Golden.

We have assembled a best-in-class team for Broomfield:

- **Clarion Associates** will lead policy and implementation strategy.
- **Hoffman Strategy Group** will provide economic, market, and fiscal analysis to support value-based decision-making.
- **Narrative Designs** will create compelling visual communications.
- **ETC Institute** will conduct a statistically valid community survey.

Together, we offer deep experience, familiarity with Broomfield, and a proven record of successful collaboration.

Our commitment to inclusive engagement includes robust outreach, active listening, transparent communication, and continuous evaluation to ensure we meet Broomfield's equity goals.

We encourage you to review our past work and speak with our references—you'll find innovative plans and meaningful results that are actively shaping communities.

Ted Ritschard is authorized to sign proposals and contracts on behalf of Olsson. This proposal is valid for 180 days. Olsson agrees to be bound by this submission unless modified through mutual negotiation with the City and County of Broomfield.

We look forward to the opportunity to help Broomfield achieve its next generation of planning outcomes and are eager to present our proposal in person this May. Please don't hesitate to contact Troy Russ at 303.808.5787 or truss@olsson.com with any questions.

Sincerely,

Troy Russ, AICP
Olsson Project Manager
303.808.5787
truss@olsson.com

Ted Ritschard, PE
Olsson Deputy Project Manager
719.484.9745
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OLSSON

PURPOSE

Our team's mission extends beyond individual projects.

Olsson's Planning and Engagement team is united by a shared purpose: to make a positive impact in every community we serve through creative design, authentic engagement, and meaningful partnerships. We offer the collaborative spirit required to align perspectives and aspirations with practical and innovative possibilities.

We exist to generate ideas, balance perceptions, be a trusted advisor, and offer design guidance. Our work is grounded in the belief that meaningful planning starts with people. We aim to build local capacity, inspire partnerships, and foster social capital so communities can thrive long after our work is done.

WHAT SETS US APART

Innovation

We passionately solve problems with our deep commitment to making communities better and approach every challenge with curiosity and confidence. Our team has a reputation for delivering excellence, and we aim to solve today's challenges and spark long-term opportunities that transform how communities grow and connect.

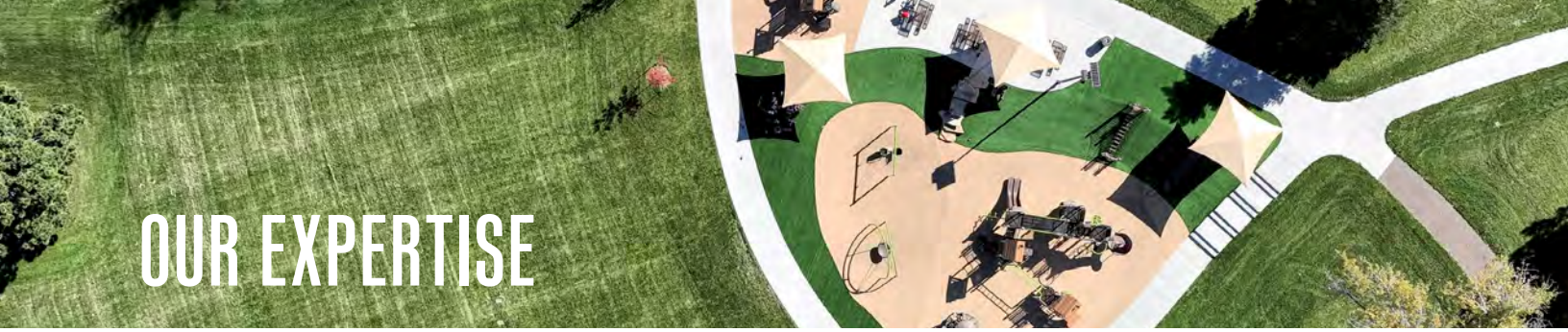
Resources

Olsson offers a unique mixture of expertise and creativity, combining planning, design, and technical knowledge into a cohesive process. Our internal resources – engineering, science, design, and technical disciplines – allow us to deliver advanced innovations and realistic solutions.

Outcomes

With a proven track record in community planning, transportation, community engagement, and communications, Olsson offers unmatched experience crafting comprehensive, people-first solutions. Whether tackling complex challenges or celebrating shared successes, we bring energy, vision, and results to every partnership. Olsson's approach is defined by our people-first mindset, multidisciplinary expertise, and proven ability to adapt to each community's unique needs.





OUR EXPERTISE

COMMUNITY PLANNING

We help communities grow with purpose and take a holistic approach to planning, no matter the scale or context. Our approach establishes an intentional framework for economically, socially, and environmentally sustainable growth that reflects community consensus. We offer strategies to guide the long-term evolution of a community to enhance vitality, placemaking, and quality of life. Our plans are deliberately action-oriented and people-focused; we tailor strategies to a community's unique context and goals.



TRANSPORTATION PLANNING

Public space networks make up a vast portion of cities and deeply influence how residents, businesses, and visitors experience a place. We offer a comprehensive approach to transportation planning, leveraging a depth of experience in innovative multimodal solutions designed to meet the needs of all people and their modalities of movement. We establish balanced transportation plans that prioritize safe, accessible, and sustainable designs for all modes of transportation and acknowledge the critical relationship between the quality and function of public space with future land use outcomes.



COMMUNITY ENGAGEMENT AND COMMUNICATIONS

Planning fundamentally involves engaging various stakeholders who sometimes have competing interests. We commit to a meaningful outreach process that allows all voices to be heard, expands collective knowledge, and builds toward consensus. Our creative outreach strategies foster authentic dialogue and trust so the process can lead to positive outcomes. We leverage the best tools and the wisdom of our clients to craft a nuanced engagement approach that fits the unique needs of the communities we work with.

COMPREHENSIVE PLANNING CAPABILITIES



Each comprehensive plan we develop is unique, because each community we work with has its own challenges, opportunities, identity, and needs. We have vast experience doing this in Colorado; we're excited to partner with you.

We do not have a template for comprehensive plans; a new document format, outline, and graphics are created for each of our clients. This helps to confirm the usability of the resulting plan by city staff members.

In recent years, we have worked on planning projects with the following municipalities in Colorado: Broomfield, Loveland, Colorado Springs, Fort Collins, Windsor, and Boulder.

We want Broomfield to thrive. We will provide you with a Plan for a great place and a complete community.

We know you want to integrate the best and most innovative practices into your next chapter as a community, including a focus on identifying growth and redevelopment, health, economic development, mobility choice, fiscal prudence, connectivity, age-friendliness, technology (i.e., smart cities), quality of life enhancements, and recreational opportunities. You want to be ready for tomorrow.

To do this, we take an inventive approach that focuses on creating great places that combine to form a prominent community. We view cities as interconnected places that deserve to be sustainable, unique, and have the necessary amenities and services. We consider land use, transportation, quality of life, and arts and cultural enhancements as a package. We are excited to share this type of thinking and planning with you.



LET'S GET STARTED!



PROJECT UNDERSTANDING AND APPROACH



PROJECT UNDERSTANDING

Broomfield stands at a unique and pivotal moment in its evolution—full of both challenges and opportunities. Unlike many traditional cities that grew around trade crossroads, like Chicago, or natural amenities, like Denver at the confluence of the Platte River and Cherry Creek, Broomfield's origins followed a different path.

While Adolph Zang might argue that his railroad spur created a kind of trade hub for broom corn—and with it, lively dances at Crescent Grange Hall—Broomfield didn't really begin to take shape as a full community until the development of Broomfield Heights in the 1950s. Known as the "City by the Turnpike," this growth followed the opening of the Boulder Turnpike (US 36) *(Source: Film, Broomfield: Spirit of the American Dream, 2011)*.

A Long History of Self-determination and Community Planning

Before its incorporation in 1961, residents of Broomfield Heights cultivated a distinctive and enviable culture of self-determination and mutual care—famously "passing the hat" to fund essential services like the local police department *(Source: Film, Broomfield: Spirit of the American Dream, 2011)*.

From incorporation onward, Broomfield embraced proactive planning. Its first master plan was completed in 1968 when the city functioned as a bedroom community for workers at the Rocky Flats Nuclear Weapons Plant and the broader Denver-Boulder metro region.

Recognizing the financial limitations of a bedroom community model, city leaders began proactively annexing surrounding areas between the 1980s and 2000s. They also established tax increment financing districts to spur development, ensure fiscal sustainability, and support ongoing investments in quality of life.

In 2001, Broomfield worked with the State Legislature to form the City and County of Broomfield. City officials made this proactive move because the city was divided into four counties after its rapid growth through annexation. The creation of the City and County of Broomfield ensured a consistent delivery of high-quality services to all its residents.

Transformative Changes Since 2016

Today, Broomfield is celebrated for its livable neighborhoods, strong sense of community, and high quality of life—largely thanks to decades of thoughtful planning. But the context is shifting:

- The community is diversifying.
- The housing stock is aging and affordability is declining.
- Greenfield development is giving way to redevelopment, requiring second- and third-generation reinvestment.
- Public infrastructure is aging.
- Regional competition is increasing.
- Traditional revenue sources are no longer growing at historic rates.

Since the last comprehensive plan in 2016, broader societal shifts have added new complexity. These include:

- The rise of online retail.
- The normalization of remote work, accelerated by the pandemic.
- A likely reduction in federal funding for community initiatives due to broader fiscal constraints.

Strategic Planning for an Uncertain Future

Olsson recognizes and supports Broomfield's decision to update the Comprehensive Plan and the Transportation Mobility Plan—making them more integrated, strategic, and outcome-oriented. Broomfield's longstanding commitment to self-determination and intentional governance serves the community well.

From proactive annexation to the formation of Broomfield County and the implementation of 14 urban renewal plans, eight sub-area plans, and four neighborhood plans, Broomfield has consistently demonstrated proactive planning and strategic decision-making.

Yet today's challenges are more dynamic and rapidly evolving. Traditional comprehensive planning models—with their vision statements, goals, policies, and objectives—often fall short. They can create misaligned expectations, often sit stagnant in dynamic times, and are rarely linked to annual budgeting processes, fiscal realities, or value-based decision-making necessary when priorities compete.

As Broomfield embarks on this new planning process, there is an opportunity to craft a forward-thinking, inclusive, and values-based approach that builds public trust and empowers the City Council to act strategically and intentionally consistent with community expectations.

A Unified, Value-Driven Framework

While existing neighborhood, small area, and urban renewal plans reflect the unique character of neighborhoods, districts, and corridors they serve, the new planning effort must answer an important question: **How do we honor existing plans while aligning them with current community values, fiscal realities, and desired outcomes?**

Each area has its own identity but is part of one community. The updated Comprehensive Plan and Transportation Mobility Plan will establish a unifying, value-driven framework for decision-making—grounded in:

- Fiscal sustainability and resilience
- Environmental stewardship
- Expanded mobility choices
- Community well-being
- Organizational health

Within this framework, small area plans will remain vital—offering detailed, place-based guidance that complements city/county-wide strategies. Where conflicts arise between existing plans and the new comprehensive vision, we will collaborate with stakeholders to clarify priorities and ensure alignment with community values.

This process will help every neighborhood, sub-area, and urban renewal area grow in ways that reflect their unique character—while contributing to Broomfield's collective future.





Transportation Shapes Community Form

Transportation infrastructure and land use are intrinsically linked. Transportation determines block size, access, and land use patterns—it shapes the urban fabric and guides private investment. Thus, transportation planning must go beyond analytics and consider how infrastructure impacts community equity, land use interaction, development potential, travel behavior, and climate.

Our technical approach will work with the community to define desired mobility outcomes and develop strategic actions that reflect Broomfield's values. These outcomes will support:

- Functional, people-friendly regional arterials:
  - Transforming them from dividers to community seams.
  - Prepared for Bus Rapid Transit (BRT).
  - Enhancing comfort for bicyclists and pedestrians.
  - Unifying design to elevate community identity and better connect Activity Centers.
- Strengthening the multimodal network to expand access and neighborhood livability.
- Supporting senior mobility and safety.
- Piloting rideshares and micromobility solutions.
- Advancing Broomfield's case for I-25 BRT inclusion and North Park success.
- Aligning with DRCOG's TIP and County funding requirements.

We Have the Right Team

Olsson has assembled a team with the skills and local knowledge to address Broomfield's evolving challenges. Our team will deliver integrated plans that establish a values-based framework for decision-making and lead to clear, implementable outcomes.

Key subconsultants Include:

- **Jeffrey Hoffman, Hoffman Strategy Group (HSG):** Brings deep knowledge of Broomfield's real estate market, including past work with McWhinney and North Park. HSG will provide demographic profile, market economics, and fiscal modeling to assess the impacts of land use decisions on community finances and services.
- **Leigh Anne King, Clarion:** A national leader in outcome-based comprehensive plans (e.g., Charlotte, NC), Leigh Anne will ensure alignment among policies, regulations, and community priorities.

A Principled and Transparent Approach

We offer a principled planning process rooted in inclusiveness, transparency, and a balance between community expectations and technical rigor. Our approach will:

- Seamlessly integrate public input with technical analysis.
- Transition from core values to actionable strategies.
- Foster a sense of ownership and broad community support.

Strengths of Olsson

Olsson is a full-service planning and engineering firm with expertise at the intersection of land use and transportation. **Deputy Project Managers Ted Ritschard** and **Taylor Plummer** bring the ideal blend of transportation and community planning experience.

Project Manager Troy Russ brings over 30 years of public and private experience integrating land use and mobility. His work has led and implemented award-winning plans in Louisville and Crested Butte. Troy is well versed in municipal government operations and the political realities in which they operate.

Together, our team is ready to help Broomfield plan for its next great chapter.





PROJECT APPROACH

The Olsson team comprises professionals in community building, community and stakeholder engagement, transportation planning and engineering, real estate markets, economic development, fiscal planning, urban design, and land use planning. We propose that Broomfield follow a trusted, context-driven, and value-based design approach to update its Comprehensive Plan and Transportation Mobility Plan.

The Five-D Framework

Our approach follows the **Five-D Framework**, emphasizing proactive community engagement that has been proven to build trust. We recognize that change and growth can create uncertainty; therefore, we prioritize an inclusive and transparent process. By engaging stakeholders and the public, we align decisions with community values and expectations, fostering a sense of ownership in both the outcomes and the ongoing implementation.

1. DISCOVER: Understand the Community's Overall Character, Function and Performance. This initial phase brings together the Olsson team, Broomfield staff members, advisory committee members, stakeholders, regional partners, and the broader community to **discover** and understand the complex and sometimes conflicting functions and policies inherent in all municipalities, including Broomfield. We will analyze key factors that shape the city's future, including physical characteristics, regional influences, real estate market trends, economic and fiscal considerations, operational constraints, demographic changes, social equity issues, and regulatory frameworks.



This phase will conclude with an existing conditions analysis that outlines the realities, opportunities, and challenges the Broomfield City Council should consider as it looks to the future of the community in both the Comprehensive Plan and the Transportation Mobility Plan.

2. DESIRE: Identify the Community's Vision, Values, and Decision-Making Framework. Building on the findings from **Discover,** this phase engages Broomfield staff members, advisory committees, stakeholders, and the community in crafting a shared vision statement, core values, and a decision-making framework to guide the development of the Comprehensive Plan and Transportation Mobility Plan updates. This value-based decision-making framework will help align competing priorities and keep future policies and investments in line with the community's vision and values.



3. DESIGN: Craft Success Measures, Outcomes, Policies, and Strategies for Each Plan. In this collaborative phase, the Olsson team, Broomfield staff members, and the community work together to **design** and define desired outcomes, success measures, and strategic action plans uniquely for both the Comprehensive Plan and Transportation Mobility Plan. The success measures for each outcome will be utilized within the decision-making framework established in the **Desire** phase to confirm that each outcome's strategic action plan aligns with the vision and values of Broomfield.

4. DISCUSS: Refine Success Measures, Outcomes, Policies, and Strategies for Each Plan. In the fourth phase, all parties have the opportunity to review, **discuss,** test, and refine the initial recommended outcomes, success measures, and strategic action plans for both the Comprehensive Plan and Transportation Mobility Plan. This collaborative effort aims to effectively address the community's desires. The goal is to make sure these elements accurately reflect community aspirations before finalizing both draft plans.

5. DOCUMENT: Package Results, Position of Success, Finalize and Adopt Integrated Plans Together. The final phase **document** the final plans by consolidating all components into comprehensive, outcome-based updates to the Comprehensive Plan and Transportation Mobility Plan. These draft plans will undergo a thorough review by Broomfield staff members, stakeholders, and the community before being presented to advisory committees and the City Council for final approval and adoption.

This structured, community-driven approach will make certain that Broomfield's future planning is truly integrated and reflects the community's values, needs, and long-term aspirations.

An Integrated Planning Process

Land use and community form are intrinsically linked. Like the City and County of Broomfield, the Olsson team fully understands this reality and the interrelationship between both the Comprehensive Plan and Transportation Mobility Plan. We propose a truly integrated planning process where the Comprehensive Plan and Transportation Mobility Plan updates are informed by and inform one another seamlessly.

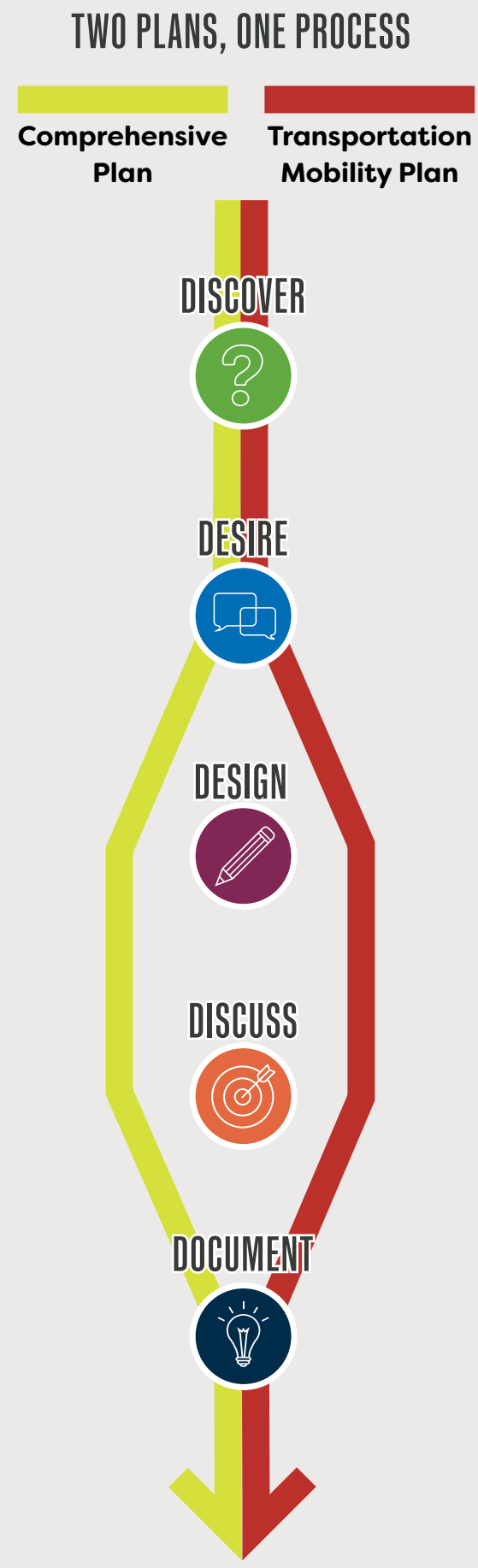
Addressing comprehensive and transportation planning separately can easily result in disconnects, paralyzing decision-making that limit the effectiveness of each plan's implementation and advancement of a community expectations. Our team understands the proven advantages of integrating comprehensive and transportation planning and is well rehearsed crafting truly integrated plans for a more cohesive and implementable strategies and actions for communities.

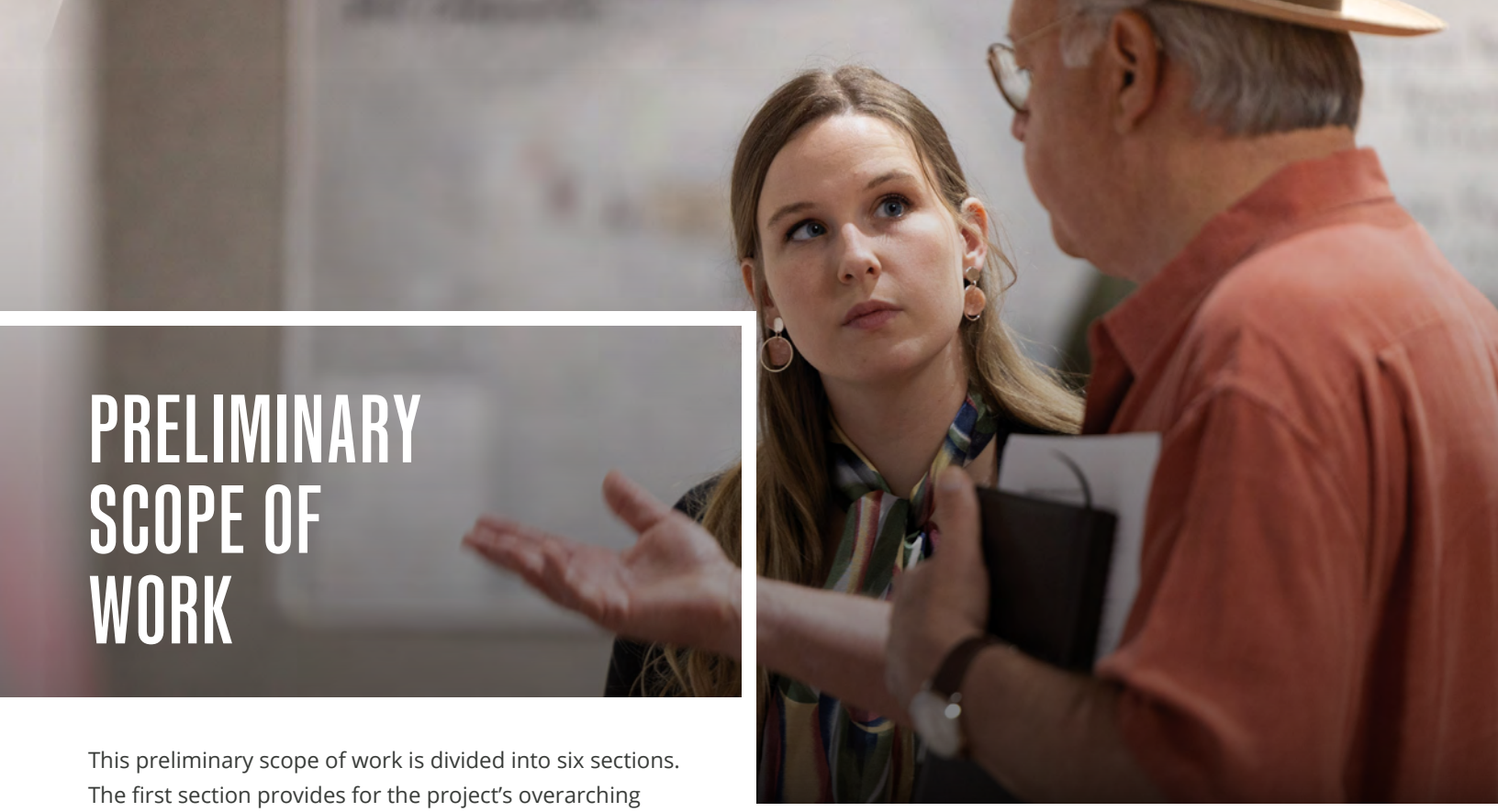
The Olsson team proposes a highly integrated planning process. Throughout Project Manager Troy Russ's career, he has focused on the intersection of land use, urban design, and transportation planning to create livable outcomes. He has successfully led and implemented both comprehensive and transportation mobility plans, development/redevelopment plans and transit facility and roadway design throughout Colorado and North America.

The project leadership team, comprising Troy Russ, Ted Ritschard, PE (Principal-in-Charge), and Taylor Plummer, AICP (Deputy Project Manager), emphasizes our team's focus on integrated planning. Ted is a transportation and mobility engineer and planner with decades of experience helping communities make critical transportation decisions based on their values and long-term goals. Taylor has over 10 years of experience managing comprehensive plans and leading communities through extensive engagement processes and essential land use decisions.

Troy, Ted, and Taylor, and the entire Olsson team, bring a powerful dynamic to Broomfield, striking a balance between transportation and community planning.

The graphic to the right demonstrates how the **Five-D Framework** will apply to the Comprehensive Plan and Transportation Mobility Plan updates. During the **Discover** and **Desire** phases, both plans will be aligned as our team proposes value-based planning. After the shared data collection and existing conditions analytics are generated and Broomfield's vision, values and decision-making framework are established, the two plans will diverge as specific outcome strategies, projects, and policies are determined. The process will reunite the efforts for the production, review, and adoption by the City Council to make certain each effort is seamlessly integrated.





PRELIMINARY SCOPE OF WORK

This preliminary scope of work is divided into six sections. The first section provides for the project's overarching administrative tasks. These include project management tasks, as well as initial project communication and public engagement guiding strategies and protocols. The remaining sections of the preliminary scope of work follow our proposed Five-D Approach. **Note that each phase of work has specific project administration deliverables in addition to its technical deliverables.**

Project Administration

Project Management Meetings and Coordination: In addition to the specific services detailed as follows, Olsson will coordinate with Broomfield to complete the documented scope of services outlined herein, participate in team meetings (via video or remotely), and coordination calls, and provide timely invoicing and project progress reports.

Together, the Comprehensive Plan and Transportation Mobility Plan (TMP) updates are expected to take 18 months. Olsson will participate in bi-weekly project coordination meetings with the Broomfield Project Management Team (PMT) for both the Comprehensive Plan and Transportation Mobility Plan, respectively.

CITY AND COUNTY - PROJECT MANAGEMENT TEAM (PMT) RESPONSIBILITIES:

- Schedule, organize, and invite attendees to PMT meetings via online meeting software such as Google Meet.
- Outline the decision-making process for the project.
- Review and contribute to each meeting's proposed agenda.
- Provide a pre-approved City of Broomfield invoice as a prototype.

CONSULTANT DELIVERABLES:

Task PA.1 – Progress Meetings

- Participate in up to 72 30-minute, bi-weekly, and virtual PMT meetings for the Comprehensive Plan and TMP, as well as conduct ongoing informal updates, answer questions, and engage in discussions. This task matches the request for proposals (RFP) expectations. Olsson's integrated approach may reduce the hours and costs shown.
- Prepare a preliminary agenda and other necessary materials for each meeting.

Task PA.2 – Internal Consultant Team Progress Meetings

- Participate in monthly (up to 18) consultant team internal project coordination meetings.

Task PA.3 – Project Management, Scheduling, and Invoicing

- Provide monthly progress reporting, schedule updates, and invoicing.

Communication and Public Engagement: The Olsson team understands the importance of effective communication and meaningful public engagement and is committed to ensuring the creation of a successful Comprehensive Plan and TMP. Communication and public engagement for this effort, like the proposed planning process, will be integrated. This integration will help the community understand the interrelationships between community, land use, and transportation while also minimizing planning fatigue among project stakeholders and the broader community. Olsson will work closely with the PMT and the Communication and Engagement Team to craft three overarching deliverables in this task, which will guide the proposed Five-D Approach.

CITY AND COUNTY - COMMUNICATION AND ENGAGEMENT TEAM (CET) RESPONSIBILITIES:

- Outline the city and county communication protocols.
- Participate in the bi-weekly PMT meetings.
- Participate in outreach efforts, specifically in pop-up events and social media interactions, and assist with local postings (e.g., flyers, ThinkTank, yard signs, banners, etc.).

CONSULTANT DELIVERABLES:

Task PA.4 - Public Engagement Plan

- Develop a Public Engagement Plan that details stakeholders, goals, strategies, opportunities, responsibilities, and a detailed schedule related to engagement.

Task PA.5 - Project Communication Plan

- Develop a Project Communication Plan that details goals, methods, responsibilities, and a detailed schedule related to outreach.

Task PA.6 - Project Brand and Visual Identity

- Develop a project brand and visual identity that works within Broomfield's brand standards and communication style.
- Create the project logo and brand guide to direct project graphics and all printed/digital collateral.

Task PA.7 - Project Marketing Materials

- Develop a project webpage within the Broomfield Voice platform and provide content for regular updates.
- Develop digital and printed project marketing collateral.

A CORE SPECIALTY: COMMUNITY ENGAGEMENT AND COMMUNICATIONS

Public engagement is the true lifeblood of the planning process. The Broomfield community will be intimately involved in the planning process and our approach to engagement is designed to meet people where they are, creatively engage all ages and demographics, build trust in the community, and facilitate meaningful conversations. We will take a multi-faceted approach to engaging with these groups and utilize a process that is inherently flexible and adaptable.

Planning fundamentally involves engaging various stakeholders who sometimes have competing interests. We commit to a meaningful outreach process that allows all voices to be heard, expands collective knowledge, and builds toward consensus. Our creative outreach strategies foster authentic dialogue and trust so the process can lead to inclusive outcomes. We leverage the best tools and the wisdom of our clients to craft a nuanced engagement approach that fits the unique needs of the communities we work with.

We have an extensive toolbox of activities, strategies, and materials from which we will develop the Public Engagement Plan with Broomfield staff members. We will utilize these tools to maximize the quality and quantity of our feedback per the needs of Broomfield to facilitate a successful planning process. We will work with you to identify the best tools and strategies that will both build trust and solicit meaningful feedback in your community.

Of special consideration is the involvement of Broomfield's youth – both to excite the younger generation about community planning and to hear the voices of those not typically heard in community and transportation planning projects.

"The consultant team working on the communication for this Roadway Safety Study has been one of the best experiences that I have had working on a project. Your professionalism, consideration for collaboration with city communication channels and the high-quality of your work is appreciated."

Nicole Yost, Public Information Officer
City of Loveland, CO



PHASE 01
DISCOVER

This initial phase allows the Olsson team to discover and analyze key factors that shape the city's future, including physical characteristics, regional influences, real estate market trends, economic and fiscal considerations, operational constraints, demographic and social equity issues, and regulatory frameworks. The phase will conclude with an existing conditions analysis that outlines the realities, opportunities, and challenges the Broomfield City Council should consider as it looks to the future of the community, as outlined in both the Comprehensive Plan and the Transportation Mobility Plan.

CITY AND COUNTY RESPONSIBILITIES:

- Organize and share relevant background data and reports to the Consultant.
- Assist in scheduling, organizing, inviting attendees to, and participating in project kickoff meetings.
- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.

CONSULTANT DELIVERABLES:

TASK 1.1 – DATA COLLECTION, EXISTING CONDITIONS, OPPORTUNITIES, AND CHALLENGES ASSESSMENT

- Develop Market, Consumer Business, and Real Estate Positioning Memo.
- Develop Community Demographic Profile and Projected Growth Memo.

Task 1.1.2 – Conduct Land Use, Housing, and Economic Development Assessment

- Develop Community Character and Regional Context Memo.
- Develop Land Use Stability Assessment Memo.
- Develop Base Financial and Economic Performance Memo.
  - Develop a financial and economic model for a long-range financial plan.
  - Establish current financial outlook for current land uses.
- Conduct Policy Alignment – Review of Applicable Legislation.
  - Review existing land uses, area plans/ CRA plans, and zoning.

Task 1.1.3 – Conduct Transportation, Mobility, and Access (TMP) Assessment

- Review and develop a memo detailing existing:
  - Travel Patterns: Origin/Destinations, Trip Types (Local/Regional), and Mode Split.
  - Vehicles: Circulation, Congestion, and Growth
  - Transit and Micro-Mobility: Coverage, Frequency, and Reach
  - Bicycle: Coverage, Comfort, and Reach
  - Pedestrian: Comfort and Reach
  - Freight and Goods Movement
  - Travel Demand Management
  - Regional Corridors and Local Connectivity

Task 1.1.4 – Conduct Open Space, Parks, Recreation, and Trails Assessment

Task 1.1.5 – Conduct Community Services and Facilities Assessment

Task 1.1.6 – Conduct Environmental Stewardship Assessment

Task 1.1.7 – Conduct Utilities Assessment

Task 1.1.8 – Summarize existing conditions findings via Opportunities and Challenges Memo

TASK 1.2 - PROJECT ADMINISTRATION AND COMMUNITY ENGAGEMENT ACTIONS

Task 1.2.1 – Conduct up to three (3) project kickoff meetings (integrated efforts); one (1) each with:

- PMT and Community Engagement Team
- Technical Advisory Group
- Comprehensive Plan Community Advisory Committee and Broomfield Transportation Forum

Task 1.2.2 – Conduct up to three (3) existing condition review meetings; one (1) each with:

- PMT and Community Engagement Team
- Technical Advisory Group
- Comprehensive Plan Community Advisory Committee and Broomfield Transportation Forum

Task 1.2.3 – Conduct up to three (3) community kickoffs focused on opportunities and challenges (three locations: East, Central, and West)

Task 1.2.4 – Conduct up to five (5) pop-up events related to verifying opportunities and challenges

Task 1.2.5 – Prepare Phase 1 Community Engagement Illustrative Summary Memo

ADDITIONAL SERVICE OPTIONS

Task 1.AS.1 - Educational Webinar Series (4)

- Land Use, Regional Position, and Neighborhood Character
- Economy and Fiscal Performance
- Transportation
- Environmental Sustainability

Task 1.AS.2 - Junior Town Planner Activity Book – Partnership with Boulder Valley Schools (Fourth Grade) – Aspin Creek, Bear Creek, Birch, Emerald, and Kohl Elementary







PHASE 02
DESIRE

The second phase will be integrated to guide both the development of the Comprehensive Plan and TMP. The outcomes would be coordinated with Broomfield's Strategic Plan Development. Olsson will work with Broomfield staff members to engage the community in identifying its soul and what it values, as well as learning about the most significant challenges it would like to address. This effort will guide the development of the vision statement and core values and establish a decision-making framework for the development and ongoing implementation of the Comprehensive Plan and TMP updates.

CITY/COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Print and distribute public engagement information and materials.

CONSULTANT DELIVERABLES:

TASK 2.1 - STATISTICALLY RELEVANT COMMUNITY SURVEY – BROAD SURVEY OF CITY AND COUNTY SERVICES AND ISSUES, VISION AND VALUES

TASK 2.2 - DESIRED VISION STATEMENT

TASK 2.3 - CORE COMMUNITY VALUES

TASK 2.4 - VALUE-BASED DECISION-MAKING FRAMEWORK

TASK 2.5 - PROJECT ADMINISTRATION AND COMMUNITY ENGAGEMENT ACTIONS

Task 2.5.1 – Conduct up to four (4) Project Vision, Values, and Decision-Making Workshops; one (1) each with:

- Project Management Team
- Technical Advisory Group
- Comprehensive Plan Community Advisory Committee and Broomfield Transportation Forum
- Executive Leadership

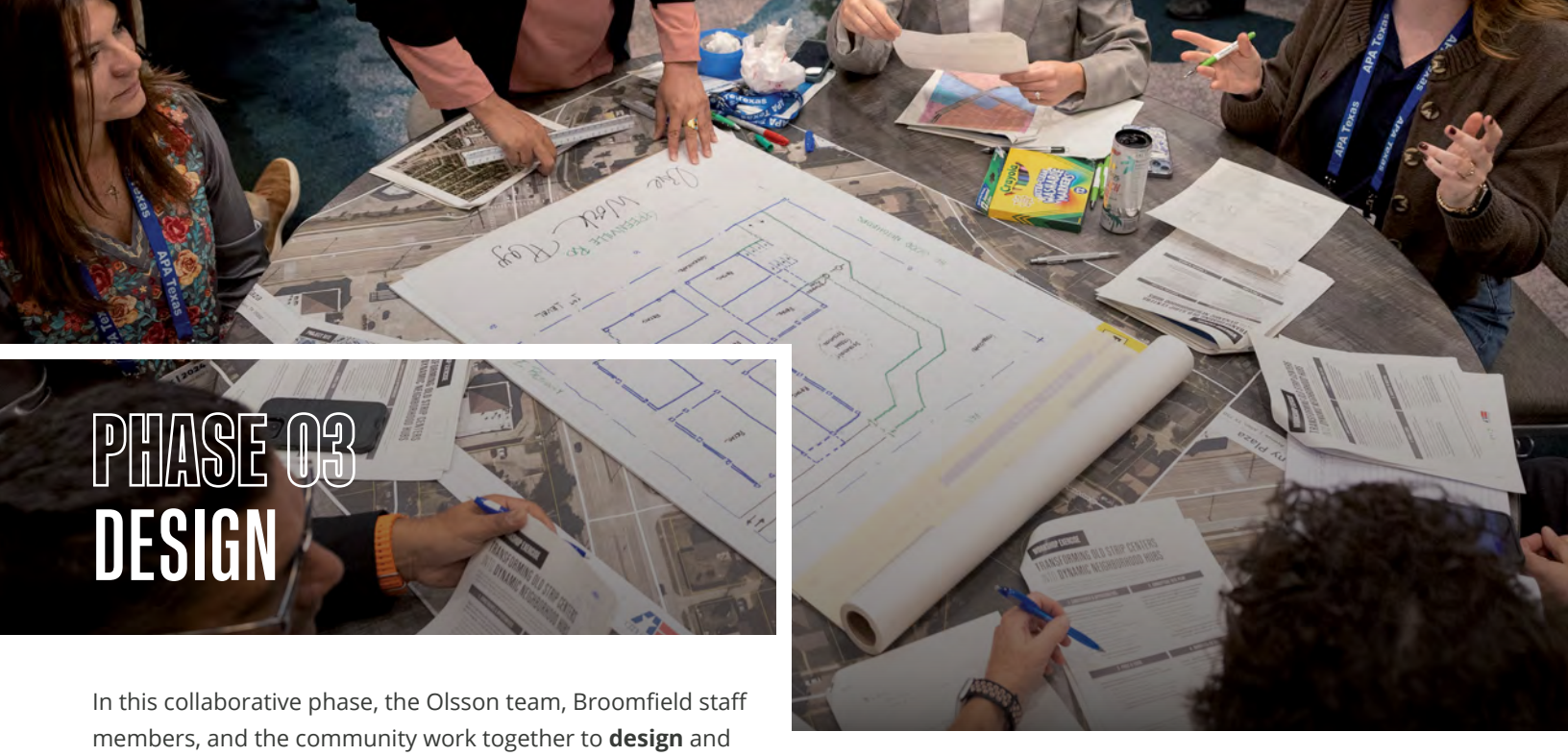
Task 2.5.2 – Conduct up to three (3) Community Vision and Values Workshops (three locations: East, Central, and West)

Task 2.5.3 – Conduct one (1) City Council Study Session #1 focused on vision and values

Task 2.5.4 – Conduct up to five (5) pop-up events related to determining vision, values, and decision-making

Task 2.5.5 – Prepare Phase 2 - Community Engagement Illustrative Summary Memo





PHASE 03
DESIGN

In this collaborative phase, the Olsson team, Broomfield staff members, and the community work together to **design** and define desired outcomes, success measures, and strategic action plans uniquely for both the Comprehensive Plan and TMP. The success measures for each outcome will be utilized within the decision-making framework established in the **Desire** phase to confirm that each outcome's strategic action plan aligns with the vision and values of Broomfield.

CITY/COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Print and distribute public engagement information and materials.

CONSULTANT DELIVERABLES:

TASK 3.1 – COMPREHENSIVE PLAN – OUTCOMES (COMMUNITY GOALS), SUCCESS MEASURES, AND STRATEGIC ACTIONS

Task 3.1.1 – Develop Initial Outcomes (Community Goals) and Success Measures Memo

Task 3.1.2 – Develop Comprehensive Plan: Strategic Actions Memo

- Individual Outcome (Community Goal) Policies, Objectives, and Actions

TASK 3.2 – TRANSPORTATION MOBILITY PLAN – INITIAL OUTCOMES (COMMUNITY GOALS), SUCCESS MEASURES, AND STRATEGIC ACTIONS

Task 3.2.1 – TMP: Develop Initial Outcomes (Community Goals) and Success Measures Memo

Task 3.2.2 – TMP: Develop Strategic Actions Memo

- Individual Outcome (Community Goal) Policies, Objectives, and Actions

TASK 3.3 - PROJECT ADMINISTRATION AND COMMUNITY ENGAGEMENT ACTIONS

Task 3.3.1 – Develop Shared Comprehensive Plan and TMP Outcomes, Success Measures, and up to four (4) Strategic Actions Review Meetings; one (1) each with:

- Project Management Team
- Technical Advisory Group
- Comprehensive Plan Community Advisory Committee and Broomfield Transportation Forum
- Executive Leadership

Task 3.3.2 – Conduct one (1) City Council Study Session #2 focused on outcomes and success measures

Task 3.3.3 – Conduct up to five (5) pop-up events related to outcomes and success

Task 3.3.4 – Prepare Phase 3 - Community Engagement Illustrative Summary Memo



PHASE 04
DISCUSS

The fourth phase allows all parties to review, **discuss**, test, and refine the initial recommended outcomes, success measures, and strategic action plans for both the Comprehensive Plan and TMP, making sure they effectively address the community's desires. The goal is to have these elements accurately reflect community aspirations before finalizing both draft plans.

CITY/COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Print and distribute public engagement information and materials.

CONSULTANT DELIVERABLES:

TASK 4.1 – COMPREHENSIVE PLAN – CONFLICT IDENTIFICATION AND POTENTIAL TRADE-OFFS

Task 4.1.1 – Conduct Outcomes (Community Goals) and Strategic Actions Conflict Assessment

Task 4.1.2 – Prepare Potential Strategic Trade-off Memo

TASK 4.2 – TRANSPORTATION MOBILITY PLAN – CONFLICT IDENTIFICATION AND POTENTIAL TRADE-OFFS

Task 4.2.1 – Conduct Outcomes (Community Goals) and Strategic Actions Conflict Assessment

Task 4.2.2 – Prepare Potential Strategic Trade-off Memo

TASK 4.3 – COMPREHENSIVE PLAN – DESIRED OUTCOMES (COMMUNITY GOALS) AND STRATEGIC ACTIONS MEMO

Task 4.3.1 – Prepare Desired Outcome (Community Goals) Memo

Task 4.3.2 – Prepare Strategic Actions Prioritization and Implementation Memo

- Develop Future Development Projects, Land Uses, with Strategy
- Prepare Revenue and Taxable Sales Forecasts and Projections

TASK 4.4 – TRANSPORTATION MOBILITY PLAN – OUTCOMES (COMMUNITY GOALS) AND STRATEGIC ACTIONS

Task 4.4.1 – Prepare Desired Outcome (Community Goals) Memo

Task 4.4.2 – Prepare Strategic Actions Prioritization and Implementation Memo



TASK 4.5 - PROJECT ADMINISTRATION AND COMMUNITY ENGAGEMENT ACTIONS

Task 4.5.1 – Conduct up to four (4) Comprehensive Plan Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization Workshops; one (1) each with:

- Project Management Team
- Technical Advisory Group
- Comprehensive Plan Community Advisory Committee
- Executive Leadership

Task 4.5.2 – Conduct up to four (4) Transportation Mobility Plan Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization Workshops; one (1) each with:

- Project Management Team
- Technical Advisory Group
- Broomfield Transportation Forum
- Executive Leadership

Task 4.5.3 – Conduct one (1) City Council Study Session #3 – Comprehensive Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization

Task 4.5.4 - Conduct one (1) City Council Study Session #4 – Transportation Mobility Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization

Task 4.5.5 – Prepare Phase 4 - Community Engagement Illustrative Summary Memo





PHASE 05 DOCUMENT

The final phase of the effort creates a comprehensive, practical, and action-based Comprehensive Plan and TMP that reflect the community's vision and core values. In close collaboration with the PMT and CPCAC, the Olsson team will produce a draft and final report that will be developed with a clear vision, easily accessible via Broomfield's website, concise, and easy to read and understand. The final report will be divided into meaningful sections, free of unnecessary information (detailed information will be placed in appendices), and will include intuitive graphical visualization for the display of complex content.

CITY/COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Solicit and consolidate Draft #1 and public review draft review comments from PMT, Technical Advisory Group, CPCAC, and ELT to share with Olsson team.
- Post, print, and distribute public engagement information and project materials.

CONSULTANT DELIVERABLES:

TASK 5.1 – INTEGRATED PLANS DRAFT #1

Task 5.1.1 – Develop Comprehensive Plan - draft #1 to include:

- Who is Broomfield, What is Our Vision and What Do We Value
- Desired Outcomes (Community Goals) and Strategic Actions
- Challenges Facing the Community
- Intentional Policies and Actions by Plan Element
- Value-Based Decision-Making Framework

Task 5.1.2 – Develop Transportation Mobility Plan - draft #1 to include:

- Existing Mobility Conditions
- Broomfield's Mobility Opportunities and Challenges
- Defining Success for the Future
- Implementation Plan by Mode of Travel

TASK 5.2 – INTEGRATED PLANS – PUBLIC DRAFT (30-DAY VIEWING PERIOD)

Task 5.2.1 – Develop Comprehensive Plan – public draft to include:

- Executive Summary
- Who is Broomfield, What is Our Vision and What Do We Value?
- Desired Outcomes (Community Goals) and Strategic Actions
- Challenges Facing the Community
- Intentional Policies and Actions by Plan Element
- Value-Based Decision-Making Framework

Task 5.2.2 – Develop Transportation Mobility Plan – public draft to include:

- Executive Summary
- Existing Mobility Conditions
- Broomfield's Mobility Opportunities and Challenges
- Defining Success for the Future
- Implementation Plan by Mode of Travel

TASK 5.3 – INTEGRATED PLANS – FINAL DRAFT

Task 5.3.1 – Produce Comprehensive Plan – final draft

Task 5.3.2 – Produce Transportation Mobility Plan – final draft

TASK 5.4 – ILLUSTRATIVE COMMUNITY ENGAGEMENT SUMMARY

TASK 5.5 - PROJECT ADMINISTRATION AND COMMUNITY ENGAGEMENT ACTIONS

Task 5.5.1 – Integrated plans – conduct draft #1 review meetings

- Comprehensive Plan; one (1) each with:
- Project Management Team and Community Engagement Team
- Technical Advisory Group
- Comprehensive Plan Community Advisory Committee
- Transportation Mobility Plan; one (1) each with:
- Project Management Team and Community Engagement Team
- Technical Advisory Group
- Broomfield Transportation Forum

Task 5.5.2 – Integrated plans – conduct public draft engagement activities

- Host three (3) public open houses (three locations: East, Central, and West)

Task 5.5.3 – Integrated plans – Public Draft Review Meetings

- Comprehensive Plan; one (1) each with:
- Project Management Team and Community Engagement Team
- Comprehensive Plan Community Advisory Committee
- Transportation Mobility Plan; one (1) each with:
  - Project Management Team and Community Engagement Team
  - Broomfield Transportation Forum

Task 5.5.3 – City Council public hearing and Plan adoption

ADDITIONAL SERVICE OPTIONS:

Task 5.AS.1 - Dashboard

- Built either through PowerBI, ArcGIS StoryMaps, or another preferred tool.
- To be used as part of the engagement process, the Plan implementation and reporting process, or both.

GRAPHICS AND COMMUNICATION EXPERTISE

In today's data-driven world, there is a growing demand for visual and interactive data. This trend is driven by the need for more engaging and accessible ways to interpret complex information. Visualizations and interactive tools not only enhance understanding but also enable users to explore data dynamically, uncovering insights that static reports might miss.

Olsson offers comprehensive in-house creative and graphic design capabilities, positioning us as an indispensable extension of Broomfield's Communications and Engagement Team.

Our team members specialize in capturing, analyzing, and interpreting spatial and geographic data to help our clients and communities make better informed and effective decisions. Our planning and creative staff collaborate on various projects that cover the gambit of Olsson's service offerings, including comprehensive and land use planning, civil engineering, transportation, infrastructure, water and wastewater, and surveying/mapping. Our holistic creative services provide clear, captivating communication strategies that maximize stakeholder engagement and understanding, essential for a significant effort like this one.

At Olsson, we have decades of experience using a variety of tools to communicate with and engage the public. Our communication, marketing, and outreach services are comprehensive and tailored to meet your specific needs. Olsson can provide various communications and various resources, including:

- 3D modeling/point cloud survey
- 3D visuals
- Strategic communications
- Media relations
- Videography
- Photography
- Spanish to English translation
- Graphic design
- Technical editing
- Drone visualization
- Accessibility

"We used you for your design skills, which we have in-house, but it is a different department, so it was easier to use you all, and those information boards were excellent. All the work you have done has been excellent for sure."

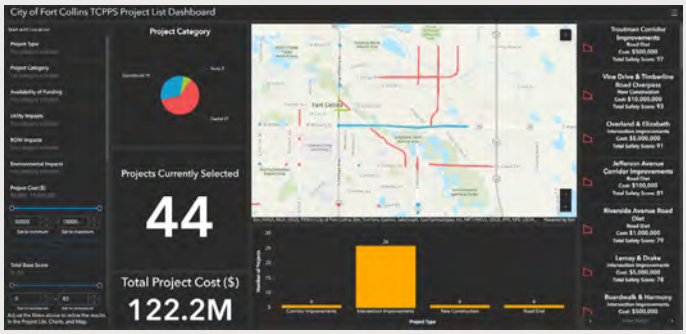
Leif Olson, Long-Range Planner
City of Fayetteville, AR



DASHBOARD AND DATA VISUALIZATION EXPERTISE

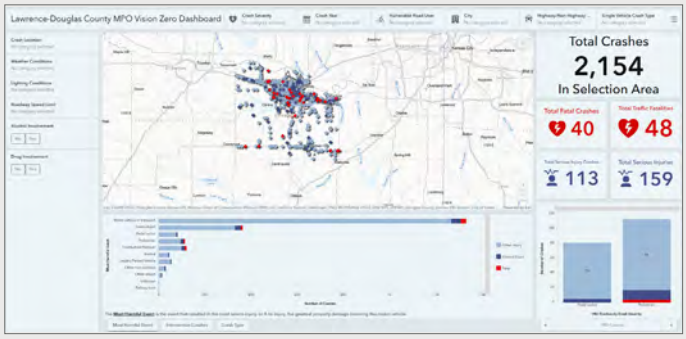
Olsson has successfully utilized and developed digital dashboards for a variety of project types. These dashboards effectively display relevant data through interactive maps, allowing users to view specific project data in charts and graphs within the dashboard. Data can be filtered using predefined selector elements, enabling users to customize their view and obtain specific insights. Olsson has tailored these dashboards to meet the needs of different audiences, providing the ability to slice data for precise answers. Agencies are increasingly incorporating dashboards into their planning and operations to support data-driven decision-making processes. We will identify and engage the appropriate users who will benefit from these dashboards, thereby enhancing the planning process by providing a comprehensive, interactive platform that supports agency communication and public involvement.

Olsson has extensive experience in creating ArcGIS StoryMaps for comprehensive and transportation plans, effectively transforming plan strategies and goals into visually appealing and user-friendly applications. ArcGIS StoryMaps is a web-based tool that enable users to craft narratives by integrating maps, data, images, videos, and other applications (such as surveys and dashboards) all in one place. Their versatility and ability to enhance storytelling with digital content make them ideal for communicating any topic. StoryMaps can illustrate elements of the Plan, organize information and maps, and provide links to additional resources in a single, cohesive application.









COMMON ISSUES

Our team understands the common issues that arise during this type of project; we are prepared to resolve them collaboratively.

1. **Delivering Two Different Projects Simultaneously:** Our team is well-versed in both transportation and land use planning, and their integration. Because of this, our team is well-equipped to deliver two projects (that include different technical information and studies) simultaneously. Using the proposed value-based planning approach, we will align the two projects during the Discover and Desire phases of the overarching project. Then, we will draft the technical content related to each individual plan to ensure robust documents that are technically correct and highly useful. Finally, we will develop the actual plan documents so that they are graphically rich and visually complementary.
2. **Managing Expectations and Outcomes:** The Broomfield City Council can make bold decisions when the community is informed. The community engagement strategies proposed by the Olsson team is focused on creating an informed-consent model for decisions as opposed to creating an expectation of every decision achieving community consensus. Community consensus is an aspirational objective for all City and County decisions; however, it is occasionally unrealistic to achieve.



Consensus means everyone supports a decision. The informed consent model ensures everyone has an opportunity to be informed of the challenge, participate in finding a solution, and have their feedback heard. While not everyone will ultimately agree on a decision, the informed consent model will give the Broomfield City Council confidence in their decision-making by knowing that the community had clear opportunities to be engaged in the process.

3. **Planning to Engage:** Our team views community engagement as a "project within a project." By this, we acknowledge that community engagement is a major driver in a project's schedule – so much so that it requires highly detailed planning and pre-work. If not, engagement turns into a more reactive than proactive exercise. Our experience with the Broomfield Transportation Safety Action Plan shows that Broomfield prefers extensive pre-work and planning for project engagement and outreach. We are excited to continue to support your staff in this detailed manner.



MANAGING BUDGET & SCHEDULE

Olsson manages project budgets by building them task by task and using earned value to track and control cost performance.

This approach allows for proactive management to make sure projects stay within budget and provides early warnings of potential overruns. Budgets are reviewed throughout the project life cycle to monitor the earned value and control costs. Tools like Smartsheet and Deltek Vantagepoint software monitor project costs, schedules, and financial information, facilitating proactive project management and informed decision-making.

Below, we describe a few tools and methods to keep projects on schedule and within budget.

Critical Path Analysis. We use critical path analysis to develop feasible project schedules. Critical path analysis assures that our team considers dependencies among tasks. We focus on identifying tasks that depend on others for timely completion. From there, we prioritize or fast-track critical tasks to mitigate potential delays. In addition, we track progress toward these tasks, adding more resources when necessary to speed up completion time.

Developing a Comprehensive Scope. Tapping into our extensive experience and knowledge, we will develop comprehensive project scopes, budgets, and schedules for each task assignment. Our scopes are detailed so that expectations for meetings and deliverables are fully understood.

Budget Monitoring. The work tasks and approved budgets will be integrated with our Pulse software. Pulse allows us to track completion and the remaining budget for each task. Troy Russ, Ted Ritschard, and Taylor Plummer will use the reports generated by this software to track and evaluate each task's expenditures and other financial information monthly. They will continuously monitor the earned value, physical percent completed, and the actual cost incurred to verify the financial success of each task.

Schedule Monitoring. Our team will use Smartsheet for project schedule control and monitoring. For project scheduling activities, Troy Russ and Taylor Plummer will work with Broomfield to develop an initial schedule, which will be created in Smartsheet. Troy will update the schedule monthly to proactively manage progress, identify adverse schedule impacts (if any), and allocate resources as needed to meet all task order milestones and deadlines.

Communication. Communication is, without a doubt, our most valuable tool. Making sure everyone is in the loop is critical. To do this, we start by establishing your preferences for frequency and method of communication. Our project manager, Troy Russ, will attend meetings and be available by phone and email whenever you have questions or concerns. In addition, our team will hold regular progress meetings and prepare and distribute meeting minutes, status reports, and schedule and budget updates. See the *Preliminary Scope of Work* for more information.



CAPACITY, WORKLOAD, AND AVAILABILITY

The availability of qualified professionals is an important factor when choosing a consulting partner. Our team has evaluated its workload and commits our project team to the City and County of Broomfield.

We are ready and able to perform this work. Our team and proposed subconsultants are committed to completing this project in accordance with the project timeline as described in the request for proposals (RFP), with the entire planning effort completed, including adoption, on or before December 2026, with possibility of extension if warranted.

The Olsson team and subcontractors have the capacity to focus on your Plan. Your experienced project manager, Troy Russ recently joined Olsson after being the Community Development Director of Crested Butte. He doesn't have competing projects and will be primarily focused on this project for Broomfield.

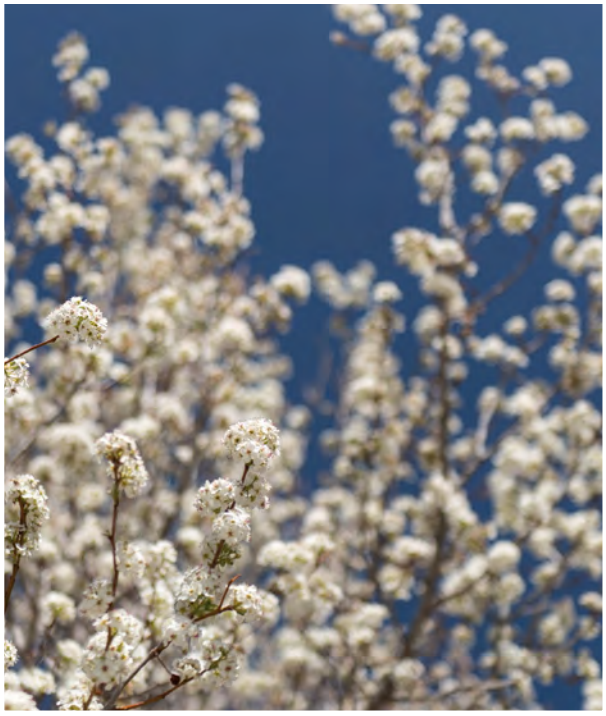
The Olsson team is very active in the community and transportation planning world. Our ongoing planning projects, knowledge of pertinent case studies, and range of implementation best practices will further strengthen Broomfield's Plan. Because of our vast experience and resume, we have multiple project managers to serve our clients well.

Olsson has more than 2,000 professionals, including engineers, scientists, surveyors, landscape architects, planners, certified inspectors, technicians, and administrative staff who can support your project.

In the world of consulting, reputation is everything. If we don't deliver on our promise, we won't have the opportunity to work with you in the future. Maintaining our reputation isn't just about winning new work; it's about making sure our clients value our professionalism and judgment, have a great experience working with us, and choose to work with us again.

95.8%
OF OUR WORK IN 2024

CAME FROM REPEAT CLIENTS
– a testament to who we are and what we do.



"This team felt like an extension to my staff; it was nice and unexpected."

Jessica Mortinger,
Transportation Planning Manager,
Lawrence-Douglas County
MPO/City of Lawrence



TEAM QUALIFICATIONS

ORGANIZATION CHART

CITY & COUNTY OF BROOMFIELD

OLSSON'S PROJECT MANAGEMENT TEAM



Transportation Mobility Plan Deputy Project Manager
TED RITSCHARD, PE
Colorado



Project Manager, Project Integration & Community Engagement
TROY RUSS, AICP
Colorado



Comprehensive Plan Deputy Project Manager
TAYLOR PLUMMER, AICP
Arizona

Active Transportation & Freight/Goods Movement
KYLE MCLAUGHLIN, AICP
Colorado

TDM, Prioritization, & Implementation
CHRIS ROLLING, PE
Nebraska

Traffic Operations & Safety
KAREN ASPELIN, PE, PTOE
Colorado

Clean Transportation
ALEX O'CONNELL, AICP
Colorado

Transit
SHAWN STRATE, AICP
Colorado

Land Use & Community Form
ABBY NEWSHAM, AICP
Missouri

Housing
TROY RUSS, AICP
Colorado

PROST & Community Facilities
BRENNAN KANE, ASSOC. AIA
Texas

Environmental Stewardship & Utilities
VALERIE MILLER, PH.D, AICP, ENV SP
Texas

JEFF SICKLES, PE, CFM
Colorado

Community Dashboard (if desired)
JENNA FRIESEN
Colorado

Policy Implementation
LEIGH ANNE KING, AICP, LEED AP
North Carolina
MAGGIE SQUYER, AICP, LEED AP
Colorado

4th Grade Activity Book (if desired)
SEAN MCCARTNEY
Colorado

Visual Communications
STEVE CHESTER, AICP
Colorado

Community Survey
ROBERT HEACOCK
Kansas

Community Engagement & Communication
ADAM RANKIN
Colorado
HANNAH SIEVERS
Colorado

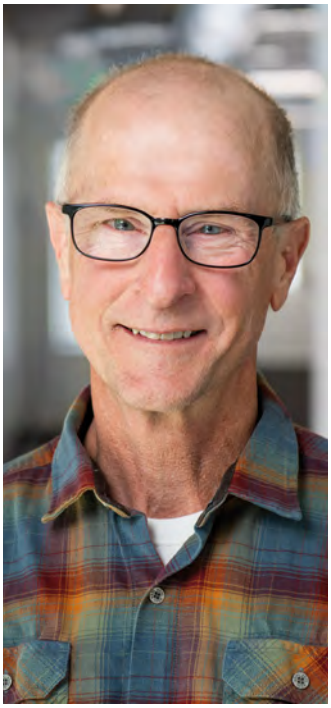
Demographics, Market, Fiscal Analysis, & Economic Development
JERRY HOFFMAN
Nebraska

Spatial Analytics
JENNA FRIESEN
Colorado

OLSSON · NARRATIVE DESIGNS · ETC · HOFFMAN STRATEGY GROUP · CLARION

A Dream Team of Technical Experts and Professionals

At Olsson, we believe creating a comprehensive plan and transportation mobility plan update requires the combined expertise of a diverse team. We assembled a group of professionals, including community planners, transportation planners, designers, engineers, and community engagement experts, to tackle every phase of the planning process. Each team member is a leader in their field, equipped with the technical knowledge and innovative mindset needed to develop sustainable, actionable solutions. Our collaborative approach makes certain that decisions are based on data-driven insights, best practices, and an understanding of your community's unique dynamics.



TROY RUSS, AICP

PROJECT MANAGER, PROJECT INTEGRATION & COMMUNITY ENGAGEMENT LEAD

Troy is an experienced community planner with more than 30 years of experience in both the public and private sectors. He is a recognized leader in integrating land use and transportation policy and utilizing a values-based decision-making approach to help his clients realize their livability goals. Troy's career is defined by his ability to bring people together and find solutions to complex challenges, always with a focus on livability.

RELEVANT EXPERIENCE

- City of Golden, Transportation Master Plan; Golden, CO*
- City of Sedona, Transportation Master Plan; Sedona, AZ*
- City of Louisville, Comprehensive Plan; Louisville, CO*
- City of Crested Butte, Comprehensive Plan; Crested Butte, CO*
- City of Crested Butte, Transportation Mobility Plan; Crested Butte, CO*
- City of Louisville, US 36 / McCaslin Divergent Diamond Interchange and Exclusive BRT Ramps Concept Development and Final Design; Louisville, CO*
- City of Cheyenne, Reed Avenue Corridor Redevelopment Plan; Cheyenne, WY*

**Previous Experience*



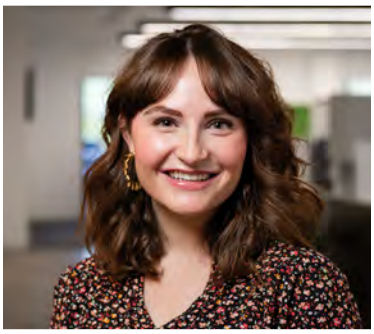
TED RITSCHARD, PE

DEPUTY PROJECT MANAGER | TRANSPORTATION MOBILITY PLAN LEAD

Ted leads Olsson's Planning and Engagement team serving clients across our company footprint. He is a passionate advocate for transportation investments that serve community needs for mobility, quality of life, and economic opportunity. He brings decades of experience delivering diverse planning, design, and construction projects for multimodal transportation solutions. Ted has served as a project principal, project manager, and/or task leader for projects ranging from long-range planning and corridor evaluation to project design and implementation.

RELEVANT EXPERIENCE

- City of Colorado Springs, ConnectCOS Transportation Master Plan; Colorado Springs, CO
- Douglas County, 2050 Transportation Plan; Douglas County, CO
- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- City of Sedona, Transportation Master Plan; Sedona, AZ
- City of Austin, Mobility Master Plan; Austin, TX
- Town of Payson, General Plan; Payson, AZ
- Clay County, Comprehensive Plan; Clay County, MO



TAYLOR PLUMMER, AICP

DEPUTY PROJECT MANAGER | COMPREHENSIVE PLAN LEAD

Taylor is the community planning group leader for Olsson, responsible for setting performance expectations, managing client service, and overseeing project execution for her group. In her 10 years of experience, Taylor has successfully led ample diverse community planning projects, from corridor plans to comprehensive plans, guiding her team throughout the planning process.



ADAM RANKIN

COMMUNITY ENGAGEMENT TASK LEAD

Adam is experienced in developing conceptual plans while respecting the wants, needs, and desires of communities. He provides expertise in researching communities' strengths and weaknesses, conducting site visits, interviewing city staff members, and presenting initial planning and design concepts to stakeholders. Adam is highly communicative and organized, putting his clients needs first.



ABBY NEWSHAM, AICP

LAND USE AND COMMUNITY FORM TASK LEAD

Abby is committed to the creation of high-quality public spaces that serve as essential components of the public realm and social infrastructure of communities. She emphasizes human-scaled design, incremental development, and community-driven approaches to shape spaces that foster connection, inclusivity, and resilience. Her work focuses on the broader role of public spaces—not just as places for recreation, but as vital hubs of civic life that support social interaction, economic vitality, and community identity.



CHRIS ROLLING, PE

TRANSPORTATION DEMAND MANAGEMENT (TDM), PRIORITIZATION, & IMPLEMENTATION LEAD

Chris is a seasoned transportation expert with a strong background in traffic engineering and multimodal transportation design. His extensive experience spans public and private sectors, including municipal design, safety planning, and project management. Chris has worked with many municipalities and state agencies across the country, giving him a diverse perspective which he uses to development of integrated and creative solutions for his clients and in the context local needs and cultural differences.



KYLE MCLAUGHLIN, AICP

ACTIVE TRANSPORTATION & FREIGHT/GOODS/MOVEMENT LEAD

Kyle is a regional planner, specializing in transportation and mobility along with land use and corridor planning. His expertise spans across a variety of communities, from metropolitan areas to distinct tribal groups. His portfolio includes projects for small area plans and comprehensive citywide multimodal strategies. Kyle is a strong advocate for sustainable, resilient, and equitable planning. His plans strive to integrate aspects of connectivity, resource allocation, and climate resilience, making them strategic road maps for the future.



JENNA FRIESEN

SPATIAL ANALYSIS TASK LEAD | COMMUNITY DASHBOARD TASK LEAD (IF APPLICABLE)

Jenna has extensive experience working in GIS and database management. These projects have entailed extensive building and updating of GIS databases, running complex spatial analysis, and presenting geographic data to clients in the forms of maps, applications, and reports. Jenna's experience using ESRI's online web mapping applications has provided valuable applications for clients who want to view statistical data in a visual, interactive format. Jenna has built dashboards for clients that have integrated spatial data to analyze patterns, trends, and relationships that are not visible in traditional data sources.



SHAWN STRATE, AICP

TRANSIT TASK LEAD

Shawn is a transportation planner with a focus on public transit services, operations, and infrastructure. He leads transit planning efforts to evaluate the feasibility of new services, optimize existing services, develop a long-term vision for future services, and plan for bus stops and other transit infrastructure needs. Shawn also has expertise in active transportation planning and multi-modal connectivity, having led citywide and corridor-level studies to improve bicycle and pedestrian infrastructure.



ALEX O'CONNELL, AICP

CLEAN TRANSPORTATION LEAD

Alex is a skilled and certified planner with a background in urban design and environmental sustainability. She has experience reviewing site plans, issuing zoning permits, streamlining government permitting processes, and long-range and comprehensive planning. She also conducts comprehensive electric vehicle planning. As a Certified Planner, she uses her communication, engagement, and technical skills to understand the needs of clients, developers, government agencies, and community stakeholders.



VALERIE MILLER, PH.D., AICP, ENV SP

ENVIRONMENTAL STEWARDSHIP & UTILITY TASK LEAD

Valerie is a certified planner with over 21 years of experience in planning, research, and project management for water conservation projects, primarily for drought and flooding issues. She has developed short-term and long-term strategy plans, including marketing, outreach, and stakeholder engagement. Valerie enjoys working on projects involving multiple stakeholder groups and complex, large-scale visioning. She also has vast experience in cross-functional collaboration, and strategy management and implementation.



KAREN ASPELIN, PE

TRAFFIC OPERATIONS & SAFETY TASK LEAD

Karen's experience covers transportation design, traffic analysis, and all types of traffic studies. She specializes in traffic signal system, signing and striping, lighting plans, and pedestrian and bicyclist facilities. Karen has produced traffic impact studies, corridor studies, and other miscellaneous transportation studies including intersection safety and neighborhood traffic calming studies. She is the current International President of the Institute of Transportation Engineers (ITE) and recognized thought leader on issues of mobility and safety for all users.



LEIGH ANNE KING, AICP, LEED AP

POLICY ALIGNMENT & IMPLEMENTATION TASK LEAD

Clarion

Leigh Anne has worked with local governments for more than 20 years to develop sustainable community plans, comprehensive plans, affordable housing studies, growth management strategies, and open space planning initiatives. Leigh Anne speaks regularly at national and state conferences on the topics of comprehensive and strategic planning, affordable workforce housing, and other planning topics.



MAGGIE SQUYER, AICP

POLICY ALIGNMENT & IMPLEMENTATION TASK ASSISTANT

Clarion

Maggie is passionate about creating effective, user-friendly planning documents that are tailored to the needs of the community. She believes in a "listen first" approach that ensures policy recommendations are informed by the stories and feedback provided by the public, as well as the planners and officials who must implement them. Maggie is particularly interested in policies that connect the dots between community design (land use and development) and livability (housing, health, and safety).



ROBERT HEACOCK

COMMUNITY SURVEY TASK LEAD

ETC Institute

Robert has over eight years of experience in survey administration, development, supervision, and research analysis. He also brings a depth of experience and perspective with over 29 years of work experience in state and local government, including the role of city manager. While working at ETC Institute, Robert has worked on survey projects related to parks and recreation master plans and community, employee, and business surveys. He has also led and assisted in coordinating and facilitating focus groups.



JERRY HOFFMAN

DEMOGRAPHICS, MARKET, FISCAL ANALYSIS, & ECONOMIC DEVELOPMENT TASKS LEAD

Hoffman Strategy Group

Jerry brings over 35 years of cross-industry expertise as a regional and urban economist across the U.S. and globally. His deep knowledge in supply-and-demand analytics has significantly influenced C-suite decisions on developing retail, commercial, residential, and hospitality projects, especially in integrating these into mixed-use environments. His advisory work supports publicly traded and private REITs, global investors, asset managers, high-net-worth family offices, and regional developers.



STEVEN CHESTER

VISUAL COMMUNICATIONS TASK LEAD

Narrative Designs

Steven's career spans over 15 years in urban planning, with experience working for the City and County of Denver, a leading planning and engineering consulting firm, and Vail Resorts. These roles have given him the opportunity to shape communities in meaningful ways, from balancing the challenges of resort development with local needs to collaborating on multi year neighborhood and small area planning efforts. With a combination of visual storytelling, urban planning, and hands-on demonstration projects, he creates solutions that are practical and designed to tell a story to make a lasting impact.

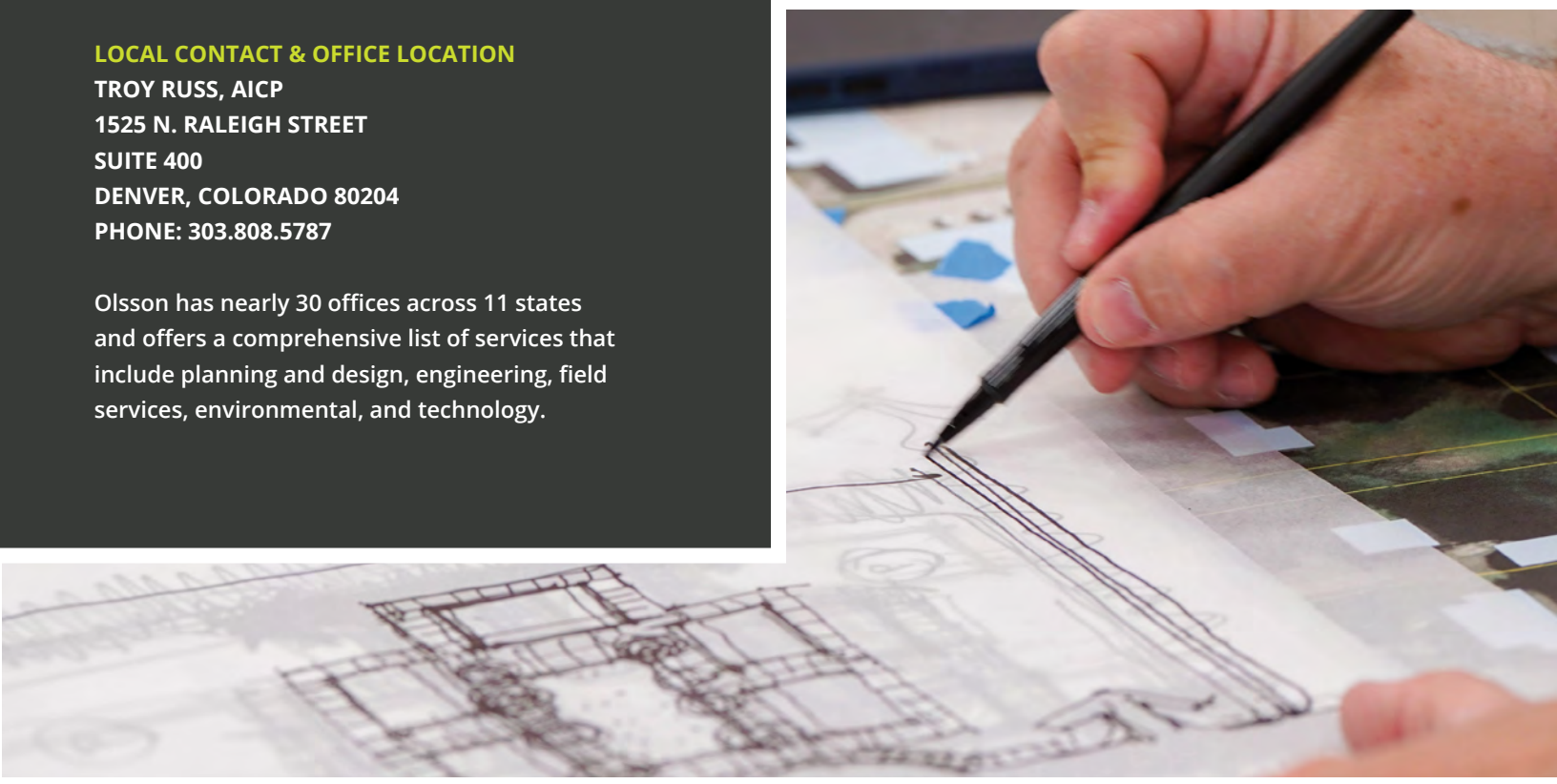


GEOGRAPHIC LOCATION

LOCAL CONTACT & OFFICE LOCATION

TROY RUSS, AICP
1525 N. RALEIGH STREET
SUITE 400
DENVER, COLORADO 80204
PHONE: 303.808.5787

Olsson has nearly 30 offices across 11 states and offers a comprehensive list of services that include planning and design, engineering, field services, environmental, and technology.





COMPARABLE PROJECT EXPERIENCE

CLARION

Clarion Associates, a certified WBE, is a national land use consulting firm with offices in Denver, Colorado and Chapel Hill, North Carolina; and affiliate offices in Philadelphia and Cincinnati. Clarion is particularly known for its expertise in comprehensive planning, zoning and development standards, and plan implementation. They have expertise in a broad range of service areas, including community and regional plans; citizen participation; sustainable community plans and codes; zoning codes, development and design standards and guidelines; growth management strategies for cities and regions; and plan implementation strategies.

Task Description: Policy + Implementation, Planning Support, Engagement Support

NARRATIVE DESIGNS

Narrative Designs believes every place has a story and will help tell it in a way that's both fun and easy to understand. By blending graphic design with urban planning, they bring ideas to life through maps, infographics, and place-based branding. They specialize in turning complex planning concepts into clear, engaging visuals that help people connect with the planning process. Their goal is to make planning approachable and exciting with playful designs that break big ideas into something everyone can get behind.

Task Description: Visual Communications

ETC INSTITUTE

ETC Institute is recognized as the national leader in the design and administration of market research studies for local government organizations. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 2,500 statistically valid surveys and their team of professional researchers has moderated more than 1,500 focus groups and panels and over 2,000 stakeholder interviews. ETC Institute also uses the most up-to-date and innovative analytical tools that will help the city understand and use their survey data.

Task Description: Statistically Significant Survey

HOFFMAN STRATEGY GROUP (HSG)

HSG offers unmatched market insights to developers, owners, governments, and operators in both residential and commercial real estate, guiding them in identifying optimal use for physical spaces.

Their strategies have been instrumental in optimizing returns on investments exceeding $10 billion in public-private projects. This is achieved through a careful consideration of the ideal mix and integration of uses, potential occupants, and project ethos, all aimed at serving people and communities effectively.

Task Description: Economic + Market Analysis



EXPERIENCE

Olsson boasts a wealth of comprehensive, transportation, land use, downtown, small area, and corridor planning experience that is marked by innovative approaches and transformative outcomes.

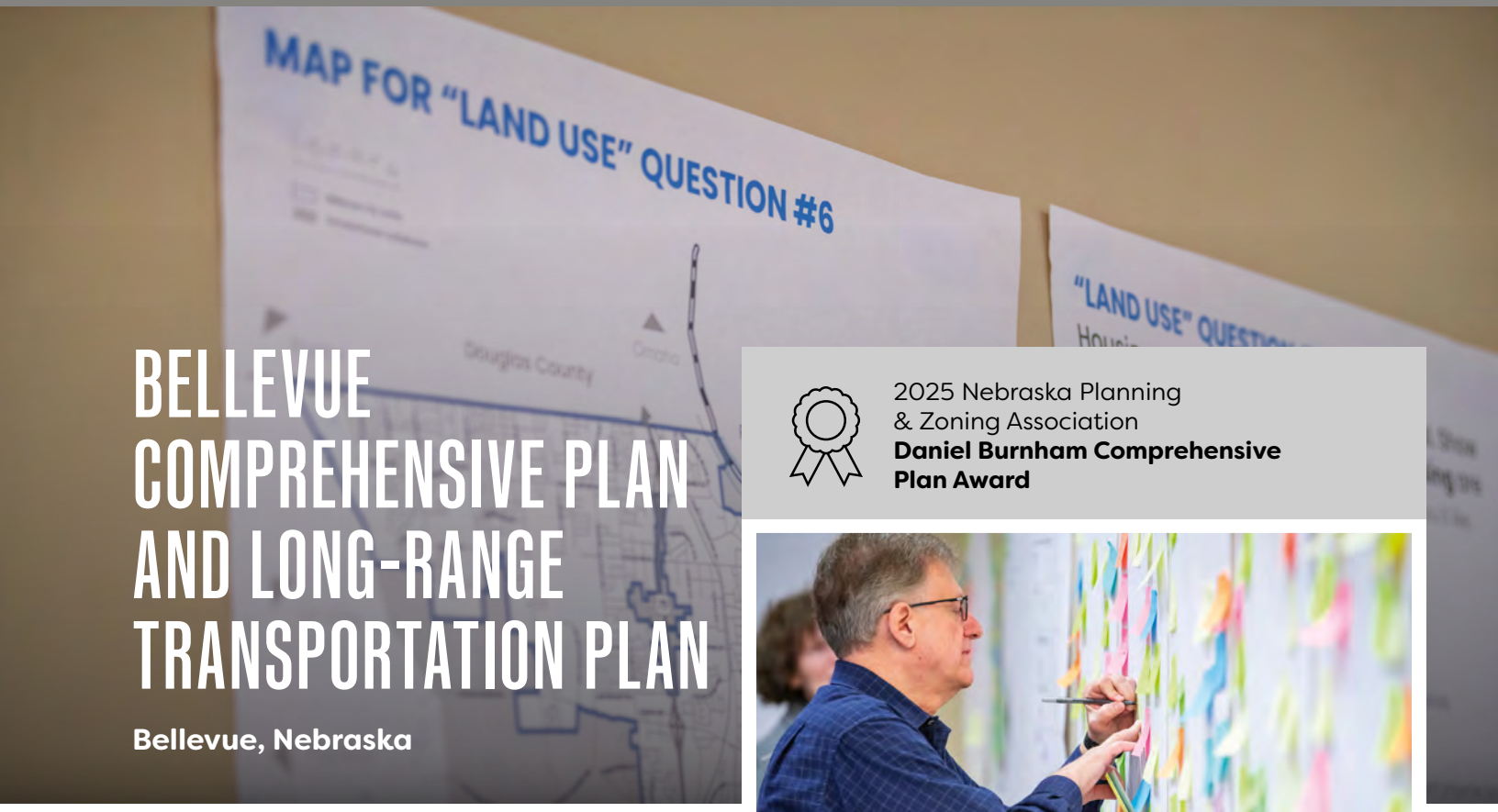
With a dedicated team of planners, public engagement specialists, and engineers, Olsson has led numerous projects that have reshaped communities and landscapes. From urban revitalization initiatives to county and municipal comprehensive plans, Olsson's portfolio reflects a commitment to sustainability, resilience, and inclusivity. By engaging stakeholders, leveraging data-driven insights, and integrating cutting-edge technologies, we have developed forward-thinking strategies that balance economic viability with social and environmental responsibility. Furthermore, our project manager, Troy Russ brings 30 years of experience that aligns perfectly with Broomfield's challenges.

PROJECT PLANNING EXPERIENCE

			ENGAGEMENT METHODS								PLAN ELEMENTS												IMPLEMENTATION					
YEAR COMPLETED	PLAN TYPE & LOCATION	POPULATION (ROUNDED)	Visioning Workshop	Planning and Design Charrette	Marketing / Social Media	Public Survey	In-Person / Virtual Open Houses	Focus Groups / Stakeholder Interviews	Short Story / Videography	Pop Up Events / Microengagement	Future Land Use / Community Character	Transportation & Mobility	Housing	Infrastructure & Utilities	Economic Development	Recreation & Open Space	Agricultural, Natural, and Cultural Resources	Environmental / Resiliency	Public Facilities	Urban Design / Placemaking	Capital Improvement Planning	Intergovernmental Cooperation	Sub Area / Neighborhood Planning	Market / Economic Strategic Plan	Implementation Plan	Development Regulations / Design Standards	Funding Tools / Economic Resources	Dashboard / Online Monitoring
TRANSPORTATION / CORRIDOR PLANS																												
Ongoing	Onward Ozark Corridors Plan; Ozark, MO	22,500	■	■	■	■	■	■			■	■		■	■	■	■	■	■	■	■	■	■	■	■		■	
Ongoing	Dodge City Corridor Plan; Dodge City, KS	28,000			■	■	■	■			■	■		■	■			■	■									
Ongoing	Noland Now Revitalization Plan; Independence, MO	122,500	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Ongoing	**Broomfield Transportation Safety Plan; Broomfield, CO**	**77,600**	■		■	■	■	■	■	■		■		■							■							
2023	**ConnectCOS Transportation Master Plan; Colorado Springs, CO**	**491,500**	■	■	■	■	■	■		■	■	■		■	■	■	■	■	■	■	■	■	■		■	■	■	■
2023	**Loveland Roadway Safety Study; Loveland, CO**	**80,500**			■	■	■	■		■		■		■							■						■	■
2022	**Fort Collins Transportation Capital Projects Prioritization Study; Fort Collins, CO**	**170,500**			■	■	■	■		■		■		■							■				■		■	■
2021	Cornhusker Highway Corridor Enhancement Plan; Lincoln, NE	293,000	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	**Eastman Park Drive Corridor Plan; Windsor, CO**	**36,000**	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2019	Branson Highway 76 Community Improvement District Expansion; Branson, MO	13,000	■	■			■	■			■	■		■	■	■	■	■	■	■	■	■	■		■	■		
2019	East 23rd Street Multimodal Corridor Plan; Lawrence, KS	96,000	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2019	**Highway 402 Corridor Plan; Loveland, CO**	**77,500**	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	

PROJECT PLANNING EXPERIENCE

YEAR COMPLETED	PLAN TYPE & LOCATION	POPULATION (ROUNDED)	ENGAGEMENT METHODS								PLAN ELEMENTS												IMPLEMENTATION					
			Visioning Workshop	Planning and Design Charrette	Marketing / Social Media	Public Survey	In-Person / Virtual Open Houses	Focus Groups / Stakeholder Interviews	Short Story / Videography	Pop Up Events / Microengagement	Future Land Use / Community Character	Transportation & Mobility	Housing	Infrastructure & Utilities	Economic Development	Recreation & Open Space	Agricultural, Natural, and Cultural Resources	Environmental / Resiliency	Public Facilities	Urban Design / Placemaking	Capital Improvement Planning	Intergovernmental Cooperation	Sub Area / Neighborhood Planning	Market / Economic Strategic Plan	Implementation Plan	Development Regulations / Design Standards	Funding Tools / Economic Resources	Dashboard / Online Monitoring
COMPREHENSIVE / GENERAL PLANS																												
Ongoing	Princeton Playbook Comprehensive Plan and Parks and Recreation Master Plan	29,000	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■			■	■	■		■	
Ongoing	Clay County Compass 2040 Comprehensive Plan; Clay County MO	256,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■	■	■	■	■		■
2024	Bellevue Comprehensive Plan and LRTP; Bellevue, NE	150,000	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
2024	Miami County Comprehensive Plan; Miami, KS	35,000	■	■	■	■	■	■			■	■	■	■	■	■	■	■	■		■	■		■	■			
2024	Payson General Plan; Payson, AZ	17,000	■	■	■	■	■	■			■	■	■	■	■	■	■	■	■	■		■	■	■	■	■	■	■	
2024	Nixa 2045: Planning Our Growth Comprehensive Plan; Nixa, MO	24,500	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■	■	■			■
2024	Harper Comprehensive Plan; Harper, KS	1,500	■	■	■	■	■				■	■	■	■	■	■	■	■	■		■		■						
2023	Connect West Plains Comprehensive Plan; West Plains, MO	12,500	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			■
2023	Oak Grove Comprehensive Plan; Oak Grove, MO	8,500	■	■	■	■	■	■			■	■	■	■	■	■	■	■	■	■		■		■	■			
2023	Leading Liberty Forward Comprehensive Plan, Liberty, MO	30,500	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			■	■	■	■			■
2023	Activate Andover Comprehensive Plan; Andover, KS	16,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			■		■	■			■
2022	Richmond Comprehensive Plan; Richmond, MO	6,000	■	■	■	■	■				■	■	■	■	■	■	■	■	■					■	■			
2021	Achieve Shawnee Comprehensive Plan; Shawnee, KS	68,000	■	■	■	■	■	■			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Pittsburg Land Use Plan; Pittsburg, KS	21,000	■	■	■	■	■	■			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			■
2020	Leavenworth County Comprehensive Plan; Leavenworth County, KS	82,500	■	■	■	■	■	■			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
DOWNTOWN / SPECIAL AREA PLANS																													
Ongoing	Old Town Pearland Revitalization Plan; Pearland, TX	128,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
2024	Downtown Pittsburg Master Plan; Pittsburg, KS	21,000	■	■	■		■	■			■	■		■	■					■			■		■				
2024	Rowlett Downtown Strategic Action Plan; Rowlett, TX	64,000	■	■	■	■	■	■			■	■	■	■	■	■	■		■	■		■	■	■	■		■		
2024	Plano Silver Line Station Area Plans; Plano, TX	288,500	■	■	■	■	■	■			■	■		■	■	■				■			■						
2024	Downtown Hutch Master Plan; Hutchinson, KS	40,000	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2023	Downtown Buckeye Specific Area Plan; Buckeye, AZ	101,500	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
2021	Renew Jordan Creek Master Plan; Springfield, MO	170,000	■	■	■	■	■	■	■		■	■		■	■	■	■	■	■	■	■	■		■					
2021	Downtown Sapulpa Master Plan; Sapulpa, OK	22,500	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■				■	■	■	■	■	
2021	Waldo Neighborhood Land Use Plan; Kansas City, MO	50,900	■	■	■	■	■	■		■	■	■		■	■	■	■		■	■		■	■	■	■				



BELLEVUE COMPREHENSIVE PLAN AND LONG-RANGE TRANSPORTATION PLAN

Bellevue, Nebraska

2025 Nebraska Planning & Zoning Association
Daniel Burnham Comprehensive Plan Award



Located just outside the metropolitan area of Omaha, Nebraska, and beside Offutt Air Force Base, Bellevue faced several challenges with land use planning, development, and connectivity.

Olsson partnered with Bellevue to create both a Comprehensive Plan and a Long Range Transportation Plan (LRTP) to guide the community into the future.

Two plans in one, this unique project gets to the heart of the issues by providing tailored and innovative recommendations that unlock the economic development potential of the base while accommodating local needs and interests. Topics like housing and connectivity were at the top of the list as we worked with local stakeholders to design frameworks for future growth, mobility, economic development, and more.

The Plan provides a detailed action plan including clear next steps for implementation, a funding playbook, and a hot list including the top 10 steps the city can take to keep up the momentum of the planning process. The Plan was unanimously adopted by City Council in November 2024 and the city has already begun implementation.

DATES
2023 to 2024

COST
$250,000

RELEVANT SERVICES
- Community Planning
- Engineering
- Environmental
- Geographic Information Systems (GIS)
- Landscape Architecture
- Public Engagement
- Statistically Significant Survey
- Transportation Planning

CLIENT REFERENCE
Tammi Palm
Planning Manager
City of Bellevue
402.443.4675
tammipalm@bellevue.net

WATCH PROJECT VIDEO

SHAWNEE COMPREHENSIVE PLAN

Shawnee, Kansas



With a comprehensive plan from 1987 in hand, the City of Shawnee knew it was time to overhaul its city's guiding document and make sure it was in line with best practices and residents' preferences. Following a strategic planning process to set a larger vision, the city hired Olsson to develop a new plan based on robust in-person and online community engagement, opportunities, and economic realities.

Our planning team gathered, analyzed, and drew conclusions from data from multiple sources to understand the current state of the city. In a community of nearly 70,000 people, there is incredible diversity of opinion, thought, and vision.

During the development of the comprehensive plan, a tremendous effort to engage and involve the public and stakeholders was undertaken so that their voices could be heard and listened to, and subsequently reflected in this comprehensive plan. This community engagement process included two, two-day virtual visioning workshops; a week-long planning charrette; four area plan workshops; two public open houses; a statistically significant public survey; a project website; and a robust outreach plan. In addition, we received approximately 2,500 survey responses.

The process culminated in an integrated document that reflects the needs and desires of the community and helps direct future decision making as it relates to the orderly growth and sustainable future of Shawnee. The plan is based on realistic economic and market expectations, the identified lines of consensus between residents, urban planning best practices, and the newly set strategic vision. The new comprehensive plan was unanimously adopted in October 2021.

DATES

2020 to 2021

COST

$247,329

RELEVANT SERVICES

- Community Planning
- Geographic Information Systems
- Public Engagement
- Statistically Significant Survey
- Transportation Planning

CLIENT REFERENCE

Doug Allmon
Community Development Director
City of Shawnee
913.742.6222
dallmon@cityofshawnee.org

VIEW FINAL PLAN



CONNECTCOS TRANSPORTATION MASTER PLAN

Colorado Springs, Colorado

ConnectCOS is Colorado Springs' first transportation master plan in 20 years, which builds upon the city's recently completed comprehensive plan, PlanCOS. The goal of ConnectCOS is to identify transportation improvements and mobility strategies that align with the community's future vision. To achieve this, the plan compares the system's performance against a goal framework that includes measures for mobility, network connectivity, sustainability, and appropriateness to adjacent land uses and users. The plan presents a 20-year list of potential actions and a 10-year program of projects that earned almost 80 percent voter approval through the Pikes Peak Rural Transportation Authority Ballot Issue.

Moreover, the plan identified a Transit Vision Network designed to connect the neighborhoods and activity centers within the community, promoting accessibility and mobility for residents and visitors alike.

DATES

2021 to 2023

COST

$1.2M

RELEVANT SERVICES

- Civil Engineering
- Public Engagement
- Statistically Significant Survey
- Transportation Planning

CLIENT REFERENCE

Gayle Sturdivant
Deputy Director and City Engineer
City of Colorado Springs
719.385.5628
gayle.sturdivant@coloradosprings.gov

"The ConnectCOS project team, led by Ted Ritschard, developed a comprehensive strategy to support the long-range vision captured in our comprehensive PlanCOS. The data-driven process shaped by public comment identified a full palette of multimodal investments including a constrained list of projects for a 10-year program. The team's efforts helped earn overwhelming voter support for funding this program through a sales tax initiative."



THORNTON COMPREHENSIVE PLAN UPDATE

Thornton, Colorado

CLARION ASSOCIATES

Clarion led a team to prepare the update to the Thornton (CO) 2012 Comprehensive Plan. The plan update was initiated in response to rapid growth and change in the community, and in anticipation of the opening of the North Metro Rail line, which now connects points in Thornton to Downtown Denver. The new Plan, adopted in 2020, "knit" the community together—by reinvesting in older neighborhoods and commercial corridors, ensuring more equitable access to infrastructure and services, and establishing more places for people to gather.

DATES

2018 to 2020

COST

$131,090 (Clarion's Fee)

RELEVANT SERVICES

- Project Management
- Public Engagement
- Policy Drafting
- Final Document Design

CLIENT REFERENCE

Martin Postma
Principal Planner
City of Thornton
303.528.7295
martin.postma@cityofthornton.net



CHARLOTTE COMPREHENSIVE PLAN

Charlotte, North Carolina

CLARION ASSOCIATES

Clarion served on a team that supported development of the Charlotte (NC) Future 2040 Comprehensive Plan. Led by Leigh Anne King, Clarion's role on the project was to evaluate the existing policies among myriad plans and work with a multidepartmental city team to prepare the policies, programs, and actions included in the plan. The Charlotte Future 2040 Plan was adopted in June 2021 and won a special recognition award by the North Carolina Chapter of the American Planning Association in 2022. **In the fall of 2023, the plan was awarded the Daniel Burnham Award for a Comprehensive Plan by the American Planning Association.**

DATES

2018 to 2021

COST

$64,020 (Clarion's Fee)

RELEVANT SERVICES

- Policy Analysis
- Policy Drafting
- Facilitation of Multidepartmental Team
- Implementation Strategies

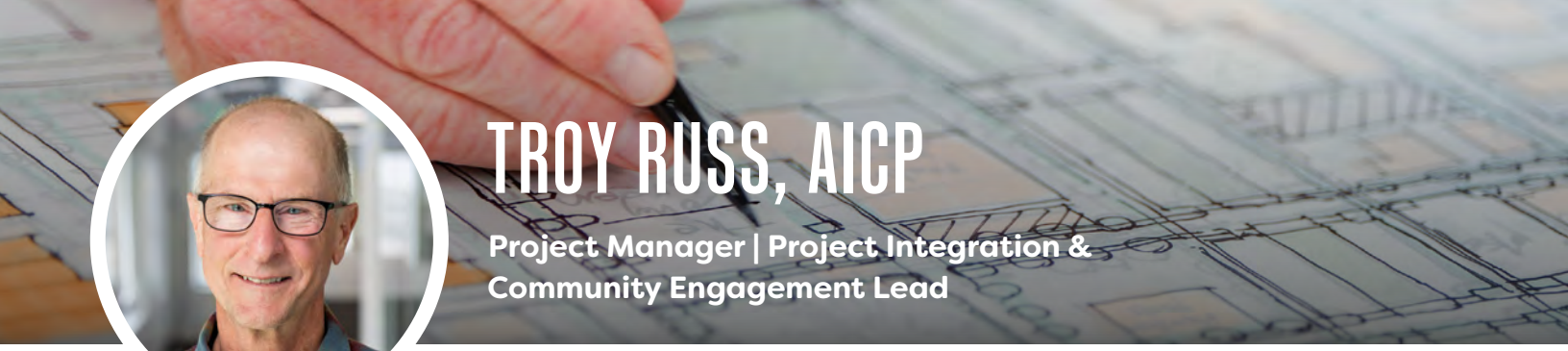
CLIENT REFERENCE

Alysia Osborne
Former Strategic and Long-range Planning Manager
City of Charlotte
704.737.2587
alysia@neoopartners.com





RESUMES



TROY RUSS, AICP

Project Manager | Project Integration & Community Engagement Lead

EXPERIENCE SUMMARY

Troy is a land use and transportation planner and community strategist with 31 years of experience in public and private sector planning. He is a recognized leader in integrating land use and transportation policy and utilizing a values driven decision-making approach to help clients envision and realize their livability goals and implement lasting solutions.

Troy is passionate about communities and the role of placemaking. His work is grounded in a deep understanding of how the uncertainty of change and future growth can erode public trust among residents and business owners. Troy is well versed in municipal government operations and the political realities in which they operate. He crafts inclusive land use and transparent strategies to build community trust, enabling his clients to navigate complex challenges and make decisions aligned with their values and expectations.

RELEVANT EXPERIENCE

- City of Louisville, Comprehensive Plan; Louisville, CO*
- City of Crested Butte, Comprehensive Plan; Crested Butte, CO*
- City of Crested Butte, Transportation Mobility Plan; Crested Butte, CO*
- City of Golden, Transportation Master Plan; Golden, CO*
- City of Sedona, Transportation Master Plan; Sedona, AZ*
- City of Louisville, US 36 / McCaslin Divergent Diamond Interchange and Exclusive BRT Ramps Concept Development and Final Design; Louisville, CO*
- City of Parker, Downtown Parking Study and Plan; Parker, CO*
- Colorado Department of Transportation, Parker Road Corridor Plan; Parker, CO*
- City of Chattanooga, Riverfront Parkway Master Plan; Chattanooga, TN*
- City of Charlotte, Integrated Land Use and Transit Program and Blue Line LRT; Charlotte, NC*
- New Jersey and Pennsylvania Departments of Transportation, Smart Transportation Guidebook; Philadelphia, PA*
- City of Cheyenne, Reed Avenue Corridor Redevelopment Plan; Cheyenne, WY*

** Previous Experience*

EDUCATION

- Master of City Planning, Georgia Institute of Technology
- B.S., Environmental Design, University of Colorado, Boulder

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)

PODCASTS

- BLISTER Podcast (Ep.308), Housing Solutions & Mountain Town Economics
- Think Radio, Gunnison Country Times, Crested Butte Community Compass
- BLISTER Podcast (Ep. 179), Mountain Town Economics, Housing, Community & Core Values

PUBLICATIONS & PRESENTATIONS

- "A New Approach to Comprehensive Planning", APA Colorado Annual State Conference (2023)
- "From Concept to Completion", APA Colorado Annual State Conference (2013)
- "It's Not _OD It's Infill", Boulder Real Estate Conference (2010)
- "Implementing Denver's Living Streets" ASCE, Green Street Conference (2010)

OVERALL EXPERIENCE

- 32 years

OFFICE LOCATION

- Colorado





TED RITSCHARD, PE

Deputy Project Manager | Transportation Mobility Plan Lead

EXPERIENCE SUMMARY

Ted is a passionate advocate for transportation investments that serve community needs for mobility, quality of life, and economic opportunity. He brings decades of experience delivering diverse planning, design, and construction projects for multimodal transportation solutions. Ted has served as a project principal, project manager, and/or task leader for projects ranging from long range planning and corridor evaluation to project design and implementation.

RELEVANT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- City of Colorado Springs, ConnectCOS Transportation Master Plan; Colorado Springs, CO
- Pikes Peak Area Council of Governments, Active Transportation Plan; Colorado Springs, CO
- Douglas County, Transportation Master Plan; Douglas County, CO
- City of Colorado Springs, Platte Avenue Corridor Transportation and Land Use Plan; Colorado Springs, CO
- Town of Payson, General Plan; Payson, AZ
- City of Buckeye, Downtown Master Plan; Buckeye, AZ
- City of Plano, Silver Line Station Area Planning; Plano, TX
- City of Austin, Mobility Plan; Austin, TX*
- Town of Frederick, Transportation Plan; Frederick, CO*
- North Nevada Avenue Transportation Sub-Plan; Colorado Springs, CO*
- City of Manitou Springs, Transportation and Mobility Master Plan; Manitou Springs, CO*
- Town of Crested Butte, Transportation Plan; Crested Butte, CO*
- City of Oklahoma City, Core to Shore Downtown Revitalization Plan; Oklahoma City, OK*
- City of Boulder, Access Management and Parking Strategies (AMPS); Boulder, CO*

** Previous Experience*

EDUCATION

- B.S., Civil Engineering, Northern Arizona University

PROFESSIONAL REGISTRATIONS

- Professional Engineer: CO, AZ, UT

OVERALL EXPERIENCE

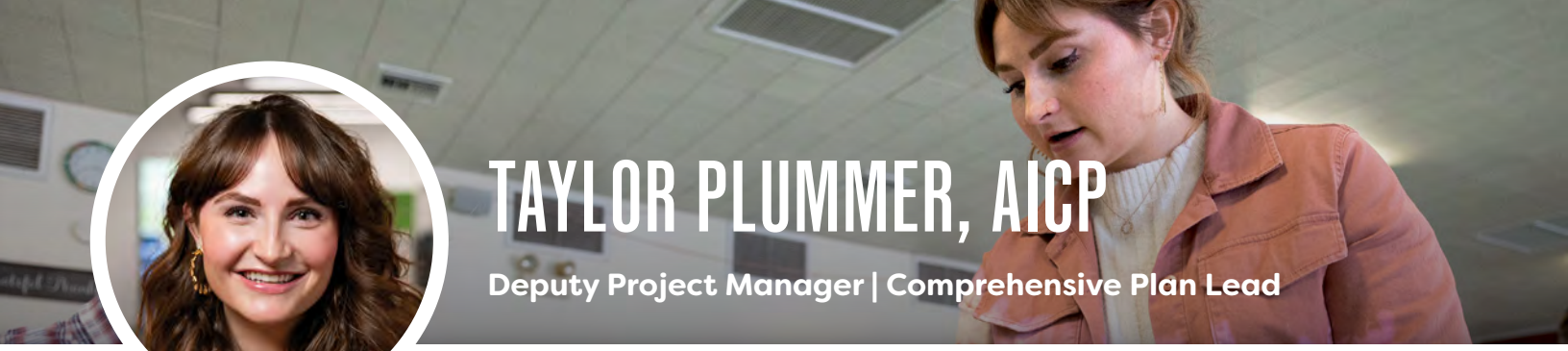
- 39 years

AWARDS

- Bellevue Comprehensive + Transportation Plan, Daniel Burnham Comprehensive Plan Award, Nebraska Planning & Zoning Association (2025)

OFFICE LOCATION

- Colorado





TAYLOR PLUMMER, AICP

Deputy Project Manager | Comprehensive Plan Lead

EXPERIENCE SUMMARY

Taylor is the community planning group leader for Olsson, responsible for setting performance expectations, managing client service, and overseeing project execution for her group. In her 11 years of experience, Taylor has successfully led ample diverse community planning projects, from corridor plans to comprehensive plans, guiding her team throughout the planning process. Taylor uses her keen eye for graphic design and delivers a highly illustrative, fully branded visuals representative of the agency or community.

RELEVANT EXPERIENCE

- City and County of Broomfield, Transportation Safety Action Plan; Broomfield, CO
- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- City of Shawnee, Comprehensive Plan; Shawnee, KS
- Town of Windsor, Eastman Park Drive Corridor Plan; Windsor, CO
- City of Loveland, Highway 402 Corridor Plan; Loveland, CO
- City of Loveland, Roadway Safety Study; Loveland, CO
- City of Boulder, Baseline Road Bikeway, Public Engagement; Boulder, CO
- City of Fort Collins, Transportation Capital Projects Prioritization Study, Public Engagement; Fort Collins, CO
- City of Andover, Comprehensive Plan; Andover, KS
- City of Harper, Comprehensive Plan; Harper, KS
- Miami County, Comprehensive Plan Update; Miami County, KS
- City of Nixa, Comprehensive Plan; Nixa, MO
- City of Richmond, Comprehensive Plan, Richmond, MO
- City of Lebanon, Comprehensive Plan; Lebanon, MO
- City of Liberty, Comprehensive Plan; Liberty, MO
- City of Oak Grove, Comprehensive Plan; Oak Grove, MO
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- City of Buckeye, Downtown Specific Area Plan; Buckeye, AZ
- City of Sapulpa, Downtown Master Plan; Sapulpa, OK

EDUCATION

- Master of Urban Planning, Sustainable Land Use Planning and Housing and Community Development, University of Kansas
- B.S., Environmental Science, Policy and Society Track, Legal Studies Minor, Creighton University

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)
- International Association of Public Participation (IAP2)

OVERALL EXPERIENCE

- 11 years

AWARDS

- Bellevue Comprehensive + Transportation Plan, Daniel Burnham Comprehensive Plan Award, Nebraska Planning & Zoning Association (2025)
- Outstanding Plan for West Plains, Missouri, Connect West Plains Comprehensive Plan, Missouri American Planning Association (APA) (2023)
- Outstanding Plan for Salina, Kansas Downtown Salina Renaissance Plan, Missouri American Planning Association (APA) (2017)

OFFICE LOCATION

- Arizona





ADAM RANKIN

Community Engagement Task Lead

EXPERIENCE SUMMARY

Adam is experienced in developing conceptual plans while respecting the wants, needs, and desires of communities. He provides expertise in researching communities' strengths and weaknesses, conducting site visits, interviewing city staff members, and presenting initial planning and design concepts to stakeholders. Adam is highly communicative and organized, putting his clients needs first.

RELEVANT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- Town of Windsor, Eastman Park Drive Corridor Plan; Windsor, CO
- City of Boulder, Baseline Road Phase 2 Enhanced Transit Stops and Bike Lanes; Boulder, CO
- Douglas County; Transportation Master Plan; Douglas County; CO
- City of Excelsior Springs, Comprehensive Plan; Excelsior Springs, MO
- City of Andover, Comprehensive Plan; Andover, KS
- City of Lebanon, Comprehensive Plan; Lebanon, MO
- City of Liberty, Comprehensive Plan Update; Liberty, MO
- City of Nixa, Comprehensive Plan; Nixa, MO
- City of Oak Grove, Comprehensive Plan; Oak Grove, MO
- City of West Plains, Comprehensive Land Use Plan; West Plains, MO
- Clay County, Comprehensive Plan; Clay County, MO
- Lafayette County, Planning Services; Lafayette County, MO
- City of Ozark, Corridor Planning Study; Ozark, MO
- City of Joplin, Comprehensive Improvement Program (CIP) Master Plan; Joplin, MO
- City of Pittsburg, Downtown Master Plan; Pittsburg, KS
- City of Hutchinson, Downtown Master Plan; Hutchinson, KS
- City of Buckeye, Downtown Specific Area Plan; Buckeye, AZ
- Town of Payson, General Plan; Payson, AZ

EDUCATION

- Master of Urban Planning, Housing Development and Transportation Planning, University of Kansas
- B.A., French, Biology Minor, International Studies Minor, Washburn University

OVERALL EXPERIENCE

- 4 years

AWARDS

- Bellevue Comprehensive + Transportation Plan, Daniel Burnham Comprehensive Plan Award, Nebraska Planning & Zoning Association (2025)
- Outstanding Plan for West Plains, Missouri, Connect West Plains Comprehensive Plan, Missouri American Planning Association (APA) (2023)

PROFESSIONAL AFFILIATIONS

- Downtown Colorado Inc.
- American Planning Association (APA)
- APA Colorado Chapter

OFFICE LOCATION

- Colorado



ABBY NEWSHAM, AICP

Land Use & Community Form Task Lead

EXPERIENCE SUMMARY

Abby is deeply committed to enhancing the economic and social resilience of communities through thoughtful urban design and planning strategies. Driven by a belief in the transformative power of grassroots initiatives, Abby emphasizes incremental development, human-scaled design, and the thoughtful design of public spaces to foster vibrant and resilient communities. Her expertise lies in championing bottom-up strategies that empower residents and inspire meaningful change, reflecting her vision of urban design as a catalyst for stronger, more connected communities.

RELEVANT EXPERIENCE

- Clay County, 2040 Compass Comprehensive Plan; Clay County, MO
- Lafayette County, Planning Services; Lafayette County, MO
- City of Pearland, Old Town Revitalization Plan; Pearland, TX
- City of Bella Vista, Comprehensive Plan Update; Bella Vista, AR*
- City of Harrisonville, Comprehensive Plan Update; Harrisonville, MO*
- City of Pleasant Hill, Comprehensive Plan and Zoning Code Update; Pleasant Hill, MO*
- City of Prairie Village, Comprehensive Plan Update; Prairie Village, KS*
- City of Mission Hills, Comprehensive Plan Update; Mission Hills, KS*
- Ride KC/KC Area Transit Authority, Transit-Oriented Development Neighborhood Development Guide; Kansas City, MO*
- City of Englewood, CO, CodeNext Zoning Code Update; Englewood, CO*
- City of Overland Park, Planning the Plan Presentation on Incremental Development; Overland Park, KS*
- City of Indianapolis, IndyGo, and MPO, Transit-Oriented Development Form-Based Code Updates; Indianapolis, IN*
- City of Overland Park, Planning the Plan Presentation on Incremental Development; Overland Park, KS*
- Westport Regional Business League, Westport District Plan; Kansas City, MO*
- City of Wichita, Wichita Places for People: Walkable Development Plan; Wichita, KS*

** Previous Experience*

EDUCATION

- B.A., Urban Planning and Design, University of Missouri Kansas City, Magna Cum Laude

CERTIFICATIONS/TRAINING

- The American Planning Association (AICP)

OVERALL EXPERIENCE

- 8 years

PROFESSIONAL AFFILIATIONS

- American Planning Association – Kansas City Chapter Member
- Urban Land Institute, Kansas City – Co-chair for the Technical Assistance Panel Committee | Former co-chair of the Young Leaders Group
- Small Developers of KC – Founder and Community Organizer
- Congress for the New Urbanism – Member

OFFICE LOCATION

- Missouri





BRENNAN KANE, ASSOC. AIA

PROST & Community Facilities

EXPERIENCE SUMMARY

Brennan is a dedicated and accomplished technical leader with 20 years of professional public and private sector experience working in large growing urban metropolitans and rural urban communities. As a seasoned professional in architecture, urban planning, and economic development, his diverse background reflects a genuine passion for fostering community development through innovative planning and engagement strategies that not only brings people together but also creates a tangible sense of place. His vision extends beyond mere physical boundaries; it encompasses the creation of environments that inspire people to live, work, play, and invest in their communities.

RELEVANT EXPERIENCE

- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- City of Rowlett, Downtown Rowlett Strategic Plan; Rowlett, TX
- City of Pearland, Old Town Pearland Revitalization Plan; Pearland, TX
- City of Plano, Community Design Plan; Plano, TX
- City of Plano, Silver Line Station Areas Plan; Plano, TX
- City of Abilene, Comprehensive Plan; Abilene TX*
- City of Forney, Comprehensive Plan; Forney, TX*
- City of Fate, Comprehensive Plan; Fate, TX*
- City of Azle, Comprehensive Plan; Azle, TX*
- City of Canton, Comprehensive Plan; Canton, TX*
- City of Wilmer, Vision + Comprehensive Plan; Wilmer, TX*
- City of Del City, Comprehensive Plan; Del City, OK*
- Nassau County, Vision Plan & Comprehensive Plan; Nassau County, FL*
- Town of Northlake, Comprehensive Plan; Northlake, TX*
- Tallahassee-Leon County, Comprehensive Plan; Tallahassee, FL*
- City of Lancaster, I-35 & Loop 9 Corridor Plan; Lancaster, TX*
- City of Frisco, 380 Corridor Overlay District Master Plan; Frisco, TX*
- City of DeSoto, Hampton Road Streetscape and Land Use Plan; DeSoto, TX*
- City of Richland Hills, Glenview Corridor Plan; Richland Hills, TX*

** Previous Experience*

EDUCATION

- Master of Architecture, University of Wisconsin-Milwaukee
- Master of Urban Planning, University of Wisconsin-Milwaukee
- B.S., Architectural Studies, University of Wisconsin-Milwaukee

CERTIFICATIONS/TRAINING

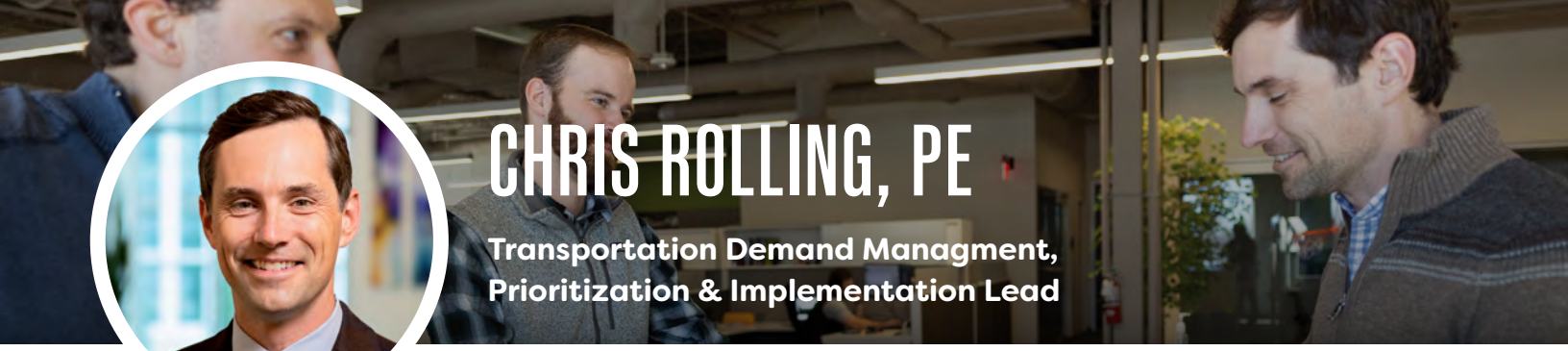
- American Institute of Architects (AIA)
- American Planning Association (APA)

OVERALL EXPERIENCE

- 20 years

OFFICE LOCATION

- Texas





CHRIS ROLLING, PE

Transportation Demand Managment, Prioritization & Implementation Lead

EXPERIENCE SUMMARY

Chris is a seasoned transportation expert with a strong background in traffic engineering and multimodal transportation design. His extensive experience spans public and private sectors, including municipal design, safety planning, and project management. Chris has worked with many municipalities and state agencies across the country, giving him a diverse perspective which he uses to development of integrated and creative solutions for his clients and in the context local needs and cultural differences.

RELEVANT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- GVP Windler, Windler Master Community Multimodal Design and Traffic Study; Aurora, CO
- Town of Windsor, Eastman Park Drive Corridor Plan; Windsor, CO
- City of Fort Collins, Transportation Capital Projects Prioritization Study; Fort Collins, CO
- City of Greeley, 37th Street and Two Rivers Parkway Traffic Signal; Greeley, CO
- City of Loveland, Citywide Safety Study; Loveland, CO
- City of Thornton, Residential Speed Reduction Program; Thornton, CO
- Nebraska Department of Transportation (NDOT), Werner Park Highway Traffic Design; Sarpy County, NE
- Nebraska Department of Transportation, Vulnerable Road Users Assessment; Lincoln, NE
- City of Omaha, Signal System On-Call Design; Omaha, NE
- City of Omaha, Complete Streets Design Guide and Training; Omaha, NE
- City of Omaha, 13th Street Walkability Study; Omaha, NE
- Metropolitan Area Planning Agency, Platteview Road Land Use & Transportation Facilities Plan; Sarpy County, NE
- University of Nebraska Omaha, 67th Street Mobility Study; Omaha, NE
- City of Lawrence, Vision Zero, Safety Action Plan; Lawrence, KS

EDUCATION

- B.S., Civil Engineering, University of Nebraska-Omaha

PROFESSIONAL REGISTRATIONS

- Professional Engineer: CO, NE, WY

CERTIFICATIONS/TRAINING

- Iowa Department of Transportation (IDOT) SWPPP Training

OVERALL EXPERIENCE

- 20 years

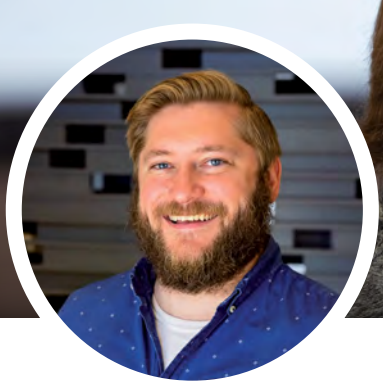
AWARDS

- Bellevue Comprehensive + Transportation Plan, Daniel Burnham Comprehensive Plan Award, Nebraska Planning & Zoning Association (2025)

OFFICE LOCATION

- Nebraska





KYLE MCLAUGHLIN, AICP

Active Transportation & Freight/Goods Movement Lead

EXPERIENCE SUMMARY

Kyle is a regional planner, specializing in transportation and mobility along with land use and corridor planning. His expertise spans across a variety of communities, from metropolitan areas to distinct tribal groups. His portfolio includes projects for small area plans and comprehensive city-wide multi-modal strategies. Kyle is a strong advocate for sustainable, resilient, and equitable planning. His plans strive to integrate aspects of connectivity, resource allocation, and climate resilience, making them strategic road maps for the future.

RELEVANT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- City of Colorado Springs, ConnectCOS Transportation Master Plan; Colorado Springs, CO
- City of Colorado Springs, Platte Avenue Corridor Study; Colorado Springs, CO
- City of Colorado Springs, Tech Support for Pikes Peak Rural Transit Authority Projects; Colorado Springs, CO
- City of Colorado Springs, North Nevada Avenue Transit Connectivity Study; Colorado Springs, CO
- Pikes Peak Area Council of Governments, Active Transportation Plan; Colorado Springs, CO
- Douglas County; Transportation Master Plan; Douglas County; CO
- City of Colorado Springs, Traffic and Transportation Planning On-Call; Colorado Springs, CO*
- Town of Payson, General Plan Update; Payson, AZ
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO

** Previous Experience*

EDUCATION

- M.C.R.P., Community and Regional Planning, University of Nebraska-Lincoln
- M.S., Civil Engineering, University of Nebraska-Lincoln
- B.S., Civil Engineering, University of Nebraska-Lincoln

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)
- Engineer in Training
- FEMA Mitigation Planning for Local and Tribal Communities

OVERALL EXPERIENCE

- 9 years

AWARDS

- Bellevue Comprehensive + Transportation Plan, Daniel Burnham Comprehensive Plan Award, Nebraska Planning & Zoning Association (2025)

OFFICE LOCATION

- Nebraska





JENNA FRIESEN

Spatial Analytics Task Lead
Community Dashboard Task Lead (if applicable)

EXPERIENCE SUMMARY

Jenna has extensive experience working in GIS and database management. This experience has entailed extensive building and updating of GIS databases, running complex spatial analysis, and presenting geographic data to clients in the forms of maps, applications, and reports—exactly what is needed for this on-call. Jenna's experience using ESRI's online web mapping applications has provided valuable applications for clients who want to view statistical data in a visual, interactive format. Jenna has built dashboards for clients that have integrated spatial data to analyze patterns, trends, and relationships that are not visible in traditional data sources.

RELEVANT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- City of Colorado Springs, ConnectCOS Transportation Master Plan; Colorado Springs, CO
- Pikes Peak Area Council of Governments, Active Transportation Plan; Colorado Springs, CO
- Pikes Peak Area Council of Governmental Traffic Safety Study; CO
- City of Fort Collins, Transportation Capital Project Prioritization Study; Fort Collins, CO
- City of Fort Collins, Vision Zero and Enforcement Dashboards; Fort Collins, CO
- Douglas County; Transportation Master Plan; Douglas County; CO
- City of Loveland, Roadway Safety Study; Loveland, CO
- City of Norwalk, Comprehensive Plan; Norwalk, IA
- City of Fairbury, Comprehensive Plan; Fairbury, NE
- City of Norfolk, Comprehensive Plan; Norfolk, NE
- Mayes County, Trails Alliance Safety Action Plan; Pryor, OK
- Nebraska Department of Transportation, Stimulus Projects Providing GIS Mapping, Database Management, and Fieldwork; NE
- City of York, Highway 81 Gateway Development Strategy Plan; York, NE

EDUCATION

- Master of Community and Regional Planning, University of Nebraska, Lincoln
- B.A., Geography, University of Nebraska, Lincoln

CERTIFICATIONS/TRAINING

- 38-hour Wetland Delineation Training

OVERALL EXPERIENCE

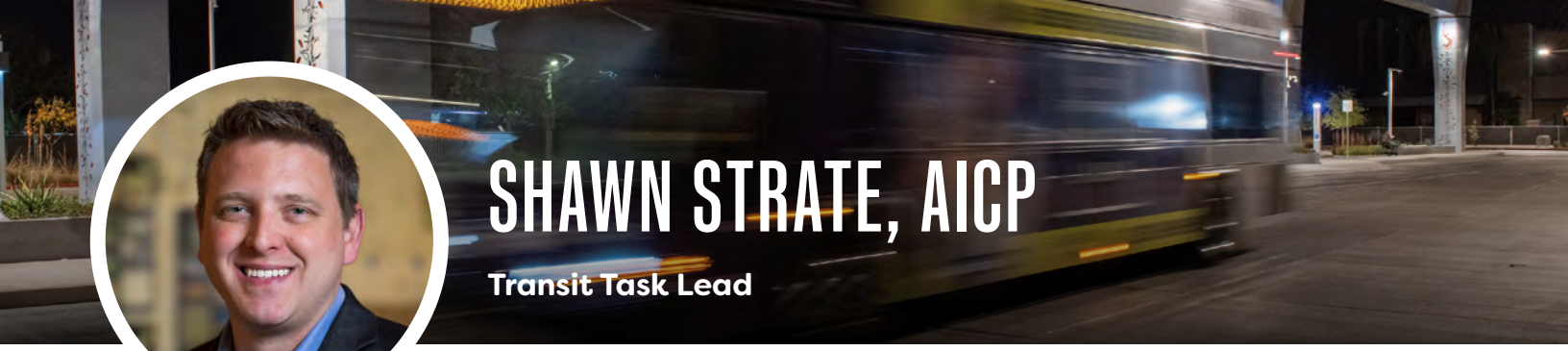
- 18 years

AWARDS

- Bellevue Comprehensive + Transportation Plan, Daniel Burnham Comprehensive Plan Award, Nebraska Planning & Zoning Association (2025)

OFFICE LOCATION

- Colorado





SHAWN STRATE, AICP

Transit Task Lead

EXPERIENCE SUMMARY

Shawn is a transportation planner with a focus on public transit services, operations, and infrastructure. He leads transit planning efforts to evaluate the feasibility of new services, optimize existing services, develop a long-term vision for future services, and plan for bus stops and other transit infrastructure needs. In addition to transit, Shawn also has expertise in active transportation planning and multi-modal connectivity, having led citywide and corridor-level studies to improve bicycle and pedestrian infrastructure. Shawn is a valuable partner on any urban and community planning, transportation, or transit planning project.

RELEVANT EXPERIENCE

- Nebraska Department of Transportation, Strategic Planning for Mobility Management; Various Locations, NE
- Nebraska Department of Transportation, Mobility Management; Various Locations, NE
- Kansas City Area Transportation Authority (KCATA), On-Call Transit Planning Services; Kansas City, MO
- KCATA On-Call Project - Green Infrastructure and RideKC Next; Kansas City, KS; Kansas City and Independence, MO
- KCATA, RideKC Next Support Services; Kansas City, MO
- KCATA, Rock Island Rail Corridor Multimodal Transit-Oriented Development Study; Various Locations, MO
- Mid-America Regional Council (MARC), Merriam Drive Connected Corridor Plan (formerly Merriam Drive Gateways Corridor Study), Project Manager, Corridor Planning, Public Engagement; Merriam, KS, Mission, KS, Overland Park, KS, and Kansas City, KS
- City of Colorado Springs, Mountain Metro Zero-Emission Transition Plan; Colorado Springs, CO
- City of Oak Grove, 2022 Comprehensive Plan; Oak Grove, MO
- City of Joplin, Capital Improvements Projects (CIP) Master Plan; Joplin, MO
- City of West Plains, Comprehensive Land Use Plan; West Plains, MO
- City of Liberty, Comprehensive Land Use Plan Update; Liberty, MO

EDUCATION

- Master of Urban Planning, University of Illinois – Urbana-Champaign
- B.S. Political Science and Geography, Oklahoma State University

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)

OVERALL EXPERIENCE

- 21 years

OFFICE LOCATION

- Kansas





ALEX O'CONNELL, AICP

Clean Transportation Lead

EXPERIENCE SUMMARY

Alex is a skilled and certified planner with a background in urban design and environmental sustainability. She has experience reviewing site plans, issuing zoning permits, streamlining government permitting processes, and long-range and comprehensive planning. Alex administers zoning-related tasks, including rezoning, code writing, entitlements, and pre-approved building programs. She is certified through the American Institute of Certified Planners for her understanding of successful planning techniques and coordinating project designs. Alex also conducts comprehensive electric vehicle planning. She is a collaborative planner and uses her communication, engagement, and technical skills to understand the needs of clients, developers, government agencies, and community stakeholders.

RELEVANT EXPERIENCE

- City of Colorado Springs, Safe Streets and Roads (SS4A) Action Plan; Colorado Springs, CO
- Douglas County; Transportation Master Plan; Douglas County; CO
- City of Fort Collins, 2025 Highway Safety Improvement Program and Community Clean Transportation Assistance Program Grant Application; Fort Collins, CO
- City of Boulder, Baseline Road Phase 2 Enhanced Transit Stops and Bike Lanes; Boulder, CO
- Nebraska Department of Transportation (NDOT), Statewide Mobility Management Plan; Statewide, NE
- Association of Central Oklahoma Governments, Congestion Management Process; Oklahoma City, OK
- Kansas Department of Transportation, Triennial Review 2023 to 2025; Topeka, KS
- Flint Hills Metropolitan Planning Organization, Electric Vehicle Readiness Plan; Manhattan, KS
- Johnson County, Fleet EV Readiness Plan; Olathe, KS
- City of North Kansas City, EV Readiness Plan; Kansas City, MO
- City of Tulsa, Planitulsa Comprehensive Plan Update; Tulsa, OK*
- City of Tulsa, Route 66 Bus Rapid Transit Land Use Framework; Tulsa, OK*

** Previous Experience*

EDUCATION

- M.S., Urban Design, University of Oklahoma
- B.A., Environmental Sustainability, University of Oklahoma

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)

OVERALL EXPERIENCE

- 5 years

OFFICE LOCATION

- Colorado





KAREN ASPELIN, PE, PTOE

Traffic Operations & Safety Task Lead

EXPERIENCE SUMMARY

Karen's experience covers transportation design, traffic analysis, and all types of traffic studies. She specializes in traffic signal system, signing and striping, lighting plans, and pedestrian and bicyclist facilities. Karen has produced traffic impact studies, corridor studies, and other miscellaneous transportation studies including intersection safety and neighborhood traffic calming studies. She has worked on dozens of local agency projects, several involving Colorado Department of Transportation (CDOT) oversight. Karen is the current International President of the Institute of Transportation Engineers (ITE) and recognized thought leader on issues of mobility and safety for all users.

RELEVANT EXPERIENCE

- City and County of Broomfield, 136th Avenue at Legacy High School Safety Improvements; Broomfield, CO*
- City of Colorado Springs, ConnectCOS Plan; Colorado Springs, CO
- Douglas County, Transportation Master Plan; Douglas County, CO
- City of Colorado Springs, Midland Corridor Study; Colorado Springs, CO
- City of Colorado Springs, U.S. Highway 24 Safety and Operations Improvements; Colorado Springs, CO
- City of Colorado Springs, Cresta Bike Lane Pavement Marking Plans; Colorado Springs, CO
- City of Colorado Springs, Garden of the Gods Intersection Improvements; Colorado Springs, CO
- City of Colorado Springs, I-25 Ramps South Nevada Avenue and Tejon Street Corridor Improvements; Colorado Springs, CO
- City of Colorado Springs, Circle Drive Bridges Reconstruction – Design; Colorado Springs, CO
- City of Avondale, Historic Improvement Program Area 3 Cashion 113th to 11th Avenue Durango to MC 85; Cashion, AZ
- City of Manitou Springs, Manitou Avenue Improvements from Park Avenue to Serpentine Drive; Manitou Springs, CO*

** Previous Experience*

EDUCATION

- M.S., Civil Engineering, Texas A&M University
- B.S., Civil Engineering, University of Virginia

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AZ, CO, HI, ID, NM, TX

CERTIFICATIONS/TRAINING

- Professional Traffic Operations Engineer

AFFILIATIONS

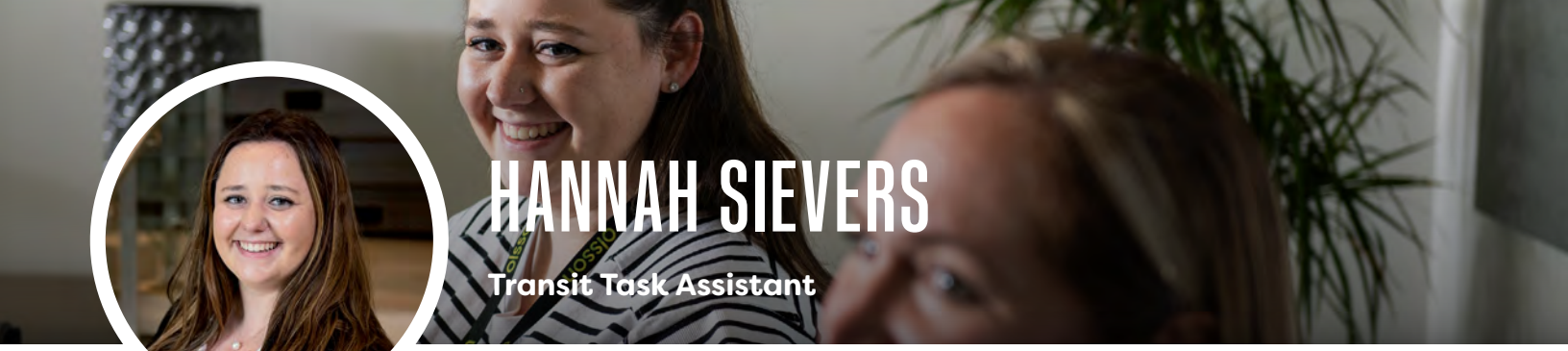
- President of the Institute of Transportation Engineers

OVERALL EXPERIENCE

- 32 years

OFFICE LOCATION

- Colorado





HANNAH SIEVERS

Transit Task Assistant

EXPERIENCE SUMMARY

Hannah is a passionate transportation planner and engagement specialist. She specializes in data collection, Geographic Information System (GIS) analysis, transit planning, and mobility management. Hannah is trained through the International Association of Public Participation (IAP2) for her skills in effective public planning techniques. She excels at planning public meetings, open houses, and grand opening/ribbon cutting ceremonies for diverse transportation projects, including the Nebraska Department of Transportation (NDOT) Mobility Management project.

RELEVANT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- Douglas County, Transportation Master Plan; Douglas County, CO
- Eagle Property Capital, Willits Bend; Eagle County, CO
- City Utilities of Springfield, Utilities Transit Optimization Study; Springfield, MO
- City of Springfield, ConnectSGF Transit Optimization Study; Springfield, MO
- Central Oklahoma Transportation and Parking Authority (COTPA), On-Call Transportation Planning Services; Oklahoma City, OK
- COTPA, On-Call Transportation Planning Services RAISE Grant; Oklahoma City, OK
- COTPA, On-Call Transportation Planning Services TOD Grant; Oklahoma City, OK
- NDOT, Statewide Mobility Management Plan; Statewide, NE
- NDOT, Norfolk Flexroutes Implementation; Norfolk, NE
- Ozark Regional Transit Authority, Bus Stop Enhancements; Springdale, AR
- Metropolitan Tulsa Transit Authority, Transit Facility Feasibility Study; Tulsa, OK
- Kansas City Area Transportation Authority (KCATA), RideKC Next Support Services; Kansas City, MO

** Previous Experience*

EDUCATION

- B.A., Geography, University of Nebraska-Lincoln

CERTIFICATIONS/TRAINING

- International Association for Public Participation (IAP2), Planning Techniques for Effective Public Participation Training

OVERALL EXPERIENCE

- 5 years

AWARDS

- Bellevue Comprehensive + Transportation Plan, Daniel Burnham Comprehensive Plan Award, Nebraska Planning & Zoning Association (2025)

OFFICE LOCATION

- Colorado





VALERIE MILLER, PHD, AICP, ENV SP

Environmental Stewardship & Utilities Task Lead

EXPERIENCE SUMMARY

Valerie is a seasoned certified planner with over 19 years of experience in planning, research, and project management, particularly in sustainability and resiliency planning. Her expertise lies in developing comprehensive strategic plans, facilitating community engagement, and crafting effective policies that preserve community character while promoting sustainable growth. Valerie possesses a unique ability to bring diverse stakeholder groups together to develop and execute large-scale urban planning initiatives.

RELEVANT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- Fort Carson, Base Realignment Project (BRAC) Sustainable Design & Land Use Code; CO*
- City of Raymore, Comprehensive Plan; Raymore, MO
- City of Lebanon, Comprehensive Master Plan; Lebanon, MO
- City of Nixa, Comprehensive Plan; Nixa, MO
- Clay County, Comprehensive Plan; Clay County, MO
- Town of Payson, General Plan Update; Payson, AZ

EDUCATION

- Ph.D., Public Administration, University of Texas Dallas
- M.S., Water Management & Hydrologic Science, Texas A&M University
- Bachelor Landscape Architecture & Urban Planning, Texas A&M University

CERTIFICATIONS/TRAINING

- American Institute for Certified Planners (AICP)
- Environmental Sustainability Professional
- Clear Impact Academy, Envision Sustainability Professional
- Dispute Resolution & Mediation Certificate, University of Texas Law
- Results-base Accountability Certified, International Association of Public Participation

OVERALL EXPERIENCE

- 21 years

OFFICE LOCATION

- Texas

** Previous Experience*





JEFF SICKLES, PE, CFM

Environmental Stewardship & Utilities Task Assistant

EXPERIENCE SUMMARY

Jeff is an environmental technical expert well known for providing innovative, cost-effective solutions to water problems in Colorado and the Western United States. He has served as a project manager, engineer, and hydraulics task manager on projects ranging from urban drainage to stream design and restoration to floodplain management. Jeff is the contract manager for Olsson's watershed health engineering services on- call contract with the Colorado Conservation Board (CWCB). As part of that on-call, he managed the team throughout development of the Wildfire Ready Watersheds (WRW) Program. Jeff brings unparalleled knowledge of the WRW framework for developing Wildfire Ready Action Plans (WRAPs) for pre- and post-disaster preparedness planning.

RELEVANT EXPERIENCE

- Dolores Watersheds Collaborative, Wildfire Ready Action Plan; Cortez, CO
- Colorado Water Conservation Board (CWCB), 2013 Colorado Phase II Emergency Wildfire Ready Watershed Program; Statewide, CO
- CWCB, Left Hand Creek-Plains Reaches Flood Recovery Projects; Boulder County, CO
- U.S. Department of Energy, Post-Disaster Hydrology and Hydrologic Modeling Support; Various Locations, NE
- City and County of Denver, Platte to Park Hill Planning and Conceptual Design; Denver, CO
- Mile High Flood District (MHFD), Big Dry Creek, Westcliff to Wadsworth; Westminster, CO
- MHFD, Web-Based Watershed Master Plan; Denver, CO
- MHFD, Bear Creek Upstream of Sheridan Boulevard Stream Restoration and Rehabilitation; Denver, CO
- MHFD and City and County of Boulder, Urban Stream Conditions Assessment (BUSCA); Boulder, CO
- MHFD, Lee's Farm Drainageway Improvements; Thornton, CO
- MHFD, Clear Creek, Upstream of Federal; Adams County, CO
- MHFD, Fonder Draw Stream Improvements; Douglas County, CO

EDUCATION

- B.S., Civil Engineering, University of Colorado

PROFESSIONAL REGISTRATIONS

- Professional Engineer: CO

CERTIFICATIONS/TRAINING

- Certified Floodplain Manager

OVERALL EXPERIENCE

- 31 years

OFFICE LOCATION

- Colorado





LEIGH ANNE KING, AICP, LEED AP

Policy Alignment & Implementation Task Lead
CLARION

EXPERIENCE SUMMARY

Leigh Anne is the Director of Clarion's Chapel Hill office and leads the east coast planning practice. She has worked with local governments for more than 20 years to develop sustainable community plans, comprehensive plans, affordable housing studies, growth management strategies, and open space planning initiatives. She was the lead author or core contributor of ten award winning plans, including the APA Daniel Burnham Award winning Charlotte Future 2040. Leigh Anne speaks regularly at national and state conferences on the topics of comprehensive and strategic planning, affordable workforce housing, and other planning topics.

RELEVANT EXPERIENCE

- City of Overland Park, Comprehensive Plan; Overland Park, KS
- City of Charlotte, Comprehensive Plan; Charlotte, NC
- City of Clemmons, Comprehensive Plan; Clemmons, NC
- City of Davidson, Comprehensive Plan; Davidson, NC
- City of Mooresville, Comprehensive Plan; Mooresville, NC
- City of Kannapolis, Comprehensive Plan; Kannapolis, NC
- City of Greenville, Comprehensive Plan and Special Area Plans; Greenville, NC
- City of Cary, Community Plan and Special Planning Areas; Cary, NC
- Pender County, Comprehensive Plan; Pender County, NC
- New Hanover County, Comprehensive Plan; New Hanover County, NC
- Iredell County, Comprehensive Plan; Iredell County, NC
- Orange County, Land Use & Comprehensive Plan: Orange County, NC
- Pender County, Comprehensive Plan; Pender County, NC
- Buncombe County, Comprehensive Plan, Buncombe County, NC
- Camden County, Comprehensive Plan, Camden County, NC
- Richland County, Comprehensive Plan; Richland County, NC
- Lexington County, Comprehensive Plan; Lexington County, SC
- City of Fredricksburg, Comprehensive Plan; Fredricksburg, VA
- Henrico County, Comprehensive Plan; Henrico County; VA
- City of Hattiesburg, Comprehensive Plan; Hattiesburg, MS

EDUCATION

- M.S., City and Regional Planning, University of North Carolina
- B.A., University of Tennessee, Knoxville

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)
- Leadership in Energy & Environmental Design Accredited Professional (LEED AP)

OVERALL EXPERIENCE

- 20 years

OFFICE LOCATION

- North Carolina





MAGGIE SQUYER, AICP

Policy Alignment & Implementation Task Assistant
CLARION

EXPERIENCE SUMMARY

Maggie is an Associate in Clarion's Denver office who is passionate about creating effective, user-friendly planning documents that are tailored to the needs of the community. She believes in a "listen first" approach that ensures policy recommendations are informed by the stories and feedback provided by the public, as well as the planners and officials who must implement them. Maggie is particularly interested in policies that connect the dots between community design (land use and development) and livability (housing, health, and safety).

RELEVANT EXPERIENCE

- City of Lyons, Comprehensive Plan Update; Lyons, CO
- City of Carson City, Master Plan Update, Carson City, NV
- City of Ketchum, Comprehensive Plan and Zoning Code Update; Ketchum, ID
- Gallatin County, Future Land Use Map and Housing Strategy, Gallatin County, MT
- Park County, Land Use Plan Update; Park County, WY
- City of Lakewood, Alternatives to Zoning Study; Lakewood, CO
- City of Centennial, Housing Study and Policy Development; Centennial, CO
- Colorado Department of Local Affairs, Land Use Consultation; Various Locations, CO
- City of Fort Collins, Land Use Code Audit; Fort Collins, CO
- Pueblo County, Unified Development Code; Pueblo County, CO
- City of Bismarck, Land Development Code; Bismarck, ND
- City of Racine, Zoning Code Update; Racine, WI
- City of West Fargo, Targeted Code Updates; West Fargo, ND

EDUCATION

- M.S., Urban and Regional Planning, University of Colorado - Denver
- B.S., Sustainability, University of South Dakota

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)

OVERALL EXPERIENCE

- 20 years

OFFICE LOCATION

- Colorado





ROBERT HEACOCK

Community Survey Task Lead
ETC INSTITUTE

EXPERIENCE SUMMARY

Robert has over eight years of experience in survey administration, development, supervision, and research analysis. He also brings a depth of experience and perspective with over 29 years of work experience in state and local government, including the role of city manager. While working at ETC Institute, Robert has worked on survey projects related to parks and recreation master plans and community, employee, and business surveys. He has also led and assisted in coordinating and facilitating focus groups.

His current role includes survey design, quantitative and qualitative data analysis, interpretation of results, and presentation of findings. Robert has experience working with park master plans, comprehensive planning efforts, and neighborhood needs assessments. In addition, he has experience facilitating organizational strategic planning and leadership development efforts.

RELEVANT EXPERIENCE

- City of Greeley, Statistically Significant Surveys; Greeley, CO
- City of Ames, Statistically Significant Surveys; Ames, IA
- City of Battle Ground, Statistically Significant Surveys; Battle Ground, WA
- City of Blue Springs, Statistically Significant Surveys; Blue Springs, MO
- City of Brookhaven, Statistically Significant Surveys; Brookhaven, GA
- City of Chesterfield, Statistically Significant Surveys; Chesterfield, MO
- City of Columbia, Statistically Significant Surveys; Columbia, MO
- City of Coral Springs, Statistically Significant Surveys; Coral Springs, FL
- City of Creve Coeur, Statistically Significant Surveys; Creve Coeur, MO
- City of Dayton, Statistically Significant Surveys; Dayton, OH
- City of Des Moines, Statistically Significant Surveys; Des Moines, IA
- City of Durham, Statistically Significant Surveys; Durham, NC
- City of Dickinson, Statistically Significant Surveys; Dickinson, TX
- City of Fairway, Statistically Significant Surveys; Fairway, KS
- City of Fort Lauderdale, Statistically Significant Surveys; Fort Lauderdale, FL
- City of Galesburg, Statistically Significant Surveys; Galesburg, IL

EDUCATION

- M.A., Public Administration, Hubert H Humphrey School of Public Affairs, University of Minnesota
- B.A., Political Science, Speech-Theater, Religion, St. Olaf College

OVERALL EXPERIENCE

- 29 years

OFFICE LOCATION

- Kansas





JERRY HOFFMAN

Demographics, Market, Fiscal Analysis & Economic Development Tasks Lead
HOFFMAN STRATEGY GROUP

EXPERIENCE SUMMARY

Jerry brings over 35 years of cross-industry expertise as a regional and urban economist across the U.S. and globally. His deep knowledge in supply-and-demand analytics has significantly influenced C-suite decisions on developing retail, commercial, residential, and hospitality projects, especially in integrating these into mixed-use environments. His advisory work supports publicly traded and private REITs, global investors, asset managers, high-net-worth family offices, and regional developers.

Jerry founded the Hoffman Strategy Group (HSG) to provide strategic insights to developers, property owners, public agencies, and operators on the highest and best use of physical spaces. HSG's work includes conducting market and economic feasibility studies to optimize new and existing developments. HSG has driven maximum returns on over $10 billion in investments by determining the ideal mix, integration, and project ethos.

Jerry established HSG Analytics to deliver foundational economic analysis for development projects and HSG Real Estate to foster sustainable partnerships among landowners, investors, developers, and community stakeholders.

RELEVANT EXPERIENCE

- McWhinney, Baseline Master Planned Community; Broomfield, CO
- McWhinney, Centerra; Loveland, CO
- City of Laguna Niguel, New Town Center and Redevelopment of Mall Properties; Laguna Niguel, CA
- City of Santa Ana, Focus Area Public Realm Plans; Santa Ana, CA
- Jasper Stone Partners and Poag Development, Avenue One (200 AC); Omaha, NE
- The New Home Group, Leal and the Updated Leal Master Plan (156 AC); Eastvale, CA
- Neal Land & Neighborhoods, Suburban Land Reserve Master Plan (4,000 AC), Economic and Financial Modeling; Tampa, FL
- North American Properties (Now Jamestown), Riverton (450 AC); Sayreville, NJ
- The Lakota Group and City of Wheeling, IL, Master Plan and Corridor Revitalization, "Restaurant Row"; Wheeling, IL

EDUCATION

- M.S., Urban & Regional Economics, University of Nebraska-Lincoln
- B.S., International Finance & Regional Economics, University of Nebraska-Lincoln
- Certificate in Business Strategy, Cornell University

PUBLICATIONS

- "Retail in Urban Mixed-Use: In the Midst of a True Urban Renaissance," Retail Property Insights, Vol. 22, No. 3, 2015-16, International Council of Shopping Centers
- "The Next Level for Mixed-Use," Shopping Center Business, March 2016
- "Crea(c)tivity in the Urban Core: Diverse and Creative New Occupants in the Urban Core are an Essential Piece of the Mixed-Use Puzzle," Chain Store Age, January 19, 2016
- "Application of the ithink® System Dynamics Software Program to the Social Fabric Matrix to Analyze Public School Finance Systems," in Institutional Analysis and Praxis, pp. 237-253, Springer, New York, NY

OVERALL EXPERIENCE

- 35 years

OFFICE LOCATION

- Nebraska





STEVEN CHESTER, AICP

Visual Communications Task Lead
NARRATIVE DESIGNS

EXPERIENCE SUMMARY

Steve's career spans over 16 years in urban planning, with experience working for the City and County of Denver, a leading planning and engineering consulting firm, and Vail Resorts. These roles have provided opportunities to shape communities in meaningful ways, from balancing the challenges of resort development with local needs to collaborating on multi-year neighborhood and small-area planning efforts. Each step of this journey has reinforced a deep belief in the power of place-based storytelling.

Passionate about making planning approachable and authentic to the community, Steve focuses on engaging the community in meaningful ways to ensure that plans reflect local values, needs, and aspirations. A skilled storyteller and designer, he uses visual narratives to craft creative, impactful solutions that shape resilient communities. His work spans from guiding long-range land use planning and zoning updates to neighborhood planning that celebrate local identity.

As the founder of Narrative Designs, Steve combines his expertise in planning and placemaking with his passion for helping communities tell their stories through thoughtful design and unique neighborhood-focused goods.

RELEVANT EXPERIENCE

- City and County of Denver, Comprehensive Plan 2040; Denver, CO
- City and County of Denver, Blueprint Denver; Denver, CO
- City and County of Denver, Westwood Neighborhood Plan; Denver, CO
- City and County of Denver, Neighborhood Planning Initiative; Denver, CO
- City of Golden, Transportation Master Plan; Golden, CO
- City of Manitou Springs, Transportation and Mobility Study; Manitou Springs, CO
- Town of Parker, Parker Road Corridor Study; Parker, CO

EDUCATION

- M.S., Urban and Regional Planning, University of Colorado - Denver
- Geography and Studio Art, Middlebury College

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)

OVERALL EXPERIENCE

- 16 years

OFFICE LOCATION

- Colorado





SEAN MCCARTNEY

4th Grade Activity Book Task Lead (If Applicable)

EXPERIENCE SUMMARY

Sean is a career Land Planner/Urban Designer who speaks to the public in a visual language: hand illustrations, map imagery, photo simulations, aerial drone imagery, etc. He created hand illustrated, American Planning Association award winning Junior Planner Activity Books, for the City of Westminster and Town of Crested Butte, teaching Planning at an elementary school level that can be understood by various audiences.

RELEVANT EXPERIENCE

- City of Westminster, Senior Urban Designer, Principal Planner of Urban Design and Long-range Planning; Westminster, CO (2016 to Present)
  - Provide visioning services and "what if" scenarios for future development through Architectural Illustrations.
  - Act as Urban Designer for development of new "Downtown Westminster."
  - Provide concept designs for city owned properties and other large scale development properties to provide character defining visioning.
  - Created award winning youth engagement materials "Junior City Planner Activity Book"
  - Prepared In-house Specific Area Plan for a 135-acre transit oriented design (TOD) development near our new Station Area.
  - Process comprehensive plan amendments.
  - Assist with update of 2040 Comprehensive Plan.
  - Completion of Sign Code update.
  - Created a future growth calculator on Xcel that can determine how much development can be permitted on each parcel. Developed and maintain future growth spreadsheet to determine the infrastructure impacts at buildout.
- City of Louisville, Principal Planner; Louisville, CO (2006 to Present)
  - Current Planning Manager, including Historic Preservation
  - Department Urban Designer, responsible for in house urban design concepts, architectural renderings and photo simulations
  - Planning project manager on Fastracks Environmental Evaluation
  - Project Manager of Downtown East Louisville (DELO), expansion of Downtown Louisville
  - Team member on US36 expansion project
  - Team member of In-house update of Sign Code
  - Team member of In-house update of the 2013 Comprehensive Plan

EDUCATION

- M.B.A., Marketing, Regis University, Denver
- B.S. City and Regional Planning and Environmental Design; California Polytechnic State University, San Luis Obispo

AFFILIATIONS

- American Planning Association (APA) - Colorado Chapter
- Congress for the New Urbanism

AWARDS

- City of Westminster Junior City Planner Activity Book, Merit Award Winner, Community Engagement, APA Colorado

OVERALL EXPERIENCE

- 33 years

OFFICE LOCATION

- Colorado

MEMORANDUM

CITY AND COUNTY OF BROOMFIELD

TO: Olsson, Inc.
FROM: Tracy Stibitz
DATE: May 20, 2025
SUBJECT: OPPORTUNITY FOR BEST AND FINAL OFFER
#25-RFP-CD-001 Consulting for Comprehensive Plan and Transportation Mobility Plan Update

Your company submitted a proposal to the City and County of Broomfield in response to #25-RFP-CD-001 Consulting for Comprehensive Plan and Transportation Mobility Plan Update.

The evaluation committee conducted an initial review of the proposals. Interviews were then scheduled with proposers who were deemed likely candidates who could best meet the needs of the scope of work. Based on the City and County's evaluation of your proposal and the interview with your firm, you are invited to submit a Best and Final Offer ("BAFO").

Limited proposal revisions are being permitted on this procurement, and comprehensive proposal rewrites will not be considered. Instead, clearly identify those portions of the proposal that are being supplemented or revised within your BAFO.

Please provide a response to the items below, including any changes to the proposal and any updated costs.

Phase 1: Discover

As noted in the Broomfield's scope of work, under section 2 of the solicitation, we are anticipating a robust public engagement process. We have noted some refinements needed below. If there are additional engagement tasks you strongly recommend for our consideration based on your experience in the comprehensive planning realm, please note them.

- The bullets for task 1.2.1 and 1.2.2 of the vendor's proposal, page 18, should be modified to include up to 4 meetings. The Community Advisory Committee and Transportation Forum meeting will be two separate meetings.
- We would like to see the proposal be updated to include up to 20 potential focus sessions with special interest groups such as historically underrepresented community members; business owners, business community; regional stakeholders such as DRCOG, CDOT, North Metro Fire, Mile High Flood District;

adjacent jurisdictions; and other notable groups. Where appropriate, we would aim to consolidate various parties into a single focus group. For example, the regional stakeholders could potentially all be part of one focus group.

- We do not see a line item for meetings with Broomfield's boards and commissions. Broomfield's solicitation section 2.5.2, has requested 5-10 presentations. We anticipate this would occur toward the end of the process to brief them on the proposal ideally to get their support, or informed consent, prior to our advancing to a City Council Study Session. Staff may elect to manage some of these meetings, but we would like to plan for your involvement or leading of the meeting, in the event we do not have the capacity.

- Broomfield is open to youth involvement and engagement; however, it is likely we would want to engage kids within each school district of Boulder, Jefferson and Adams, and not focus only on one district. As an alternative, additional, or hybrid option, we would be open to considering some engagement at the high school level for Broomfield's key high schools, Broomfield and Legacy. Please update this task as appropriate to include broader School Engagement.

- As identified in section 2.4.9 of the Broomfield solicitation, please confirm you have accounted for translation services for all project public-facing collateral, and interpretation at in-person meetings when necessary.

- Please address big data sources that could be used for this project. Broomfield prefers to supplement strava with other sources of big data. Both Replica and Streetlight are examples of big data platforms with more robust data and cover a broader range of transportation modes. There are probably other sources as well and this data may be useful for both the Comprehensive Plan and the Transportation Mobility Plan.

Phase 02 - Desire

- Section 2.5.9 of the solicitation references the development, delivery and analysis of a statistically valid community survey. Please note, we would expect to see at least two drafts of this survey before distribution. One would likely be vetted by the core project management team, and the refined version would likely also be reviewed by the executive leadership team before distribution. Please include this as tasks within the proposal.

- On page 19 of the vendor's proposal task 2.5.1 references conducting up to 4 Project Vision, Values, and Decision-Making Workshops. This should be modified

to include up to 5 Workshops. On that same page under bullet 3, the Community Advisory Committee and Transportation Forum meetings are combined. These would be held separately and therefore an additional workshop is needed.

Phase 03 - Design

- In the vendor's proposal Task 3.3.1, page 20 should be modified to include up to 5 meetings. The Community Advisory Committee and Transportation Forum meetings will be held separately.

Phase 05 - Document

- The Broomfield solicitation section 2.5.13 refers to creating high-level public-facing, visually appealing public engagement analysis and summary documentation of the public engagement process, metrics, analysis of feedback. This effort would take place at the end of each phase of engagement to summarize the purpose of the phase and the findings from the phase. As the project wraps up, these memos for each phase of engagement would be complied into one engagement appendix or appendices. The closest related reference we see within your proposal is on page 24 in the gray sidebar regarding Graphics and Communication Expertise. Please add a deliverable that addresses this specific task.

- Section 2.5.13.1 of Broomfield's solicitation references creating a formal comprehensive documentation of the public engagement process, metrics analysis, and other necessary items for inclusion in the Comprehensive Plan and the Transportation Mobility Plan appendix or appendices. Please add a deliverable that addresses this specific task.

- Page 23 of the vendor's proposal task 5.1.1 references "Intentional Policies and Actions by Plan Element." Broomfield typically considers an element to include topics like Housing, Transportation, Community Services, and Parks and Open Space. We wanted to reiterate that while these elements will certainly have a place in the Comprehensive Plan and the Transportation Mobility Plan, our City Council has indicated a desire to see the Comprehensive Plan and the Transportation Mobility Plan organized by outcomes, which could potentially align with our Community Goals or similar. Please confirm this organizational approach is clear and provide your understanding of this approach.

- Overall, we anticipate 3 Council study sessions and 1 hearing for Comprehensive Plan and the Transportation Mobility Plan adoption. We

anticipate at least one of the study sessions would be to present the Final Draft Plan for City Council's consideration and respond to questions prior to the hearing to adopt the Comprehensive Plan and the Transportation Mobility Plan. The other two study sessions will be to provide project updates. Please verify that your team has factored in the study session for final draft plan consideration.

Capacity, Workload and Availability

- Within the first paragraph of the vendor's proposal on page 28, Capacity, Workload and Availability, as previously noted during the interview process, Broomfield will likely not begin a formal public kick-off until Quarter 1 of 2026, later than originally anticipated to accommodate new council members who would likely be seated in November 2025. Therefore, the project would likely extend into 2027 with final adoption in 2027. Please provide an update to the date and timing from page 28.

Management and Budget Schedule.

- Reference is made to three different software programs Smartsheet, Deltek Vantagepoint, and Pulse. Would Broomfield need to acquire these software programs or would we just be on the receiving end of the work product developed with the software. If Broomfield's acquisition is appropriate and necessary, please provide an estimated budget for 3-5 Broomfield users.

General Overall Proposal and Scope Change

The Hoffman Strategy Group team is recognized as a qualified subconsultant for working on master planned areas and retail/hospitality market analysis and studies. However, while this may be helpful and an element of the business development strategies and plans for the completed Comprehensive Plan and the Transportation Mobility Plan, it is not the primary nor significant portion of the economic, market, and development analysis nor plan. The team determined that the given the role and expense as proposed in the Olsson response for these activities, to evaluate and potentially recommend the the Olsson team, the appropriate way to proceed is to remove this portion of the work and identify and retain a consultant to work in tandem with the proposing Olsson team with experience and expertise in demographic, economic, and business development, including Colorado and Denver region industry sectors, such as aerospace, advanced technologies, and professional and business services.

As such, Broomfield is requesting the removal of the following items from the Vendor's Proposal, and the consultants project.

> Task 1.1.1 Market, Consumer Business, Demographics and Real Estate Position Memo
>
> Task 1.1.2.c Base Financial and Economic Performance Memo (Revenue and Taxable Sales)
>
> Task 4.3.2.b Prepare Revenue and Taxable Sales Forecasts and Projects

Broomfield intends to:

Separately contract with a consultant to complete the activities in task 1.1.1, and

Undertake and complete the development of a fiscal analysis tool, with the ability to estimate fiscal and financial impacts, as part of the Long Range Financial Plan ("LRFP") by Quarter 1 of 2026. The LRFP report, and the model, will be a referenced document and tool for the Olsson team to reference and incorporate into the Comprehensive Plan and the Transportation Mobility Plan study.

Broomfield requests a revision to Olsson's Proposal of the assigned role and staffing for the completion of task 4.3.2.a, Develop Future Development Projects, Land Uses, with Strategy.

> The development of alternative future land uses and developments would be part of the Phase 3 Design, led and completed by Taylor Plummer, and others within the Olsson team, and Leigh Ann King from Clarion. The scenarios and alternatives should be tested through the Broomfield LRFP tool to ensure consistency with the methodology and information to be used by Broomfield in the implementation and practice in the future.
>
> If financial and economic knowledge and expertise is additionally required, Broomfield will either make available staff support to the consultant team or undertake a separate consultant support, which may be providing support and review of the LRFP update.

Olsson should move the 27 hours assigned to Olsson staff, under 1.1.1 and 1.1.2c, for work on these tasks to a new line time to reflect the intended work and coordination of these tasks.

Broomfield recognizes the importance of collaboration and coordination, as identified to support these activities, of any independent consultant to complete the proposed

items within this section, and will include language in the agreement regarding expectations of such collaboration and coordination.

Your BAFO must be received by the Procurement Division by Tuesday May 27, 2025 at 2:00 PM by emailing solicitations@broomfield.org.

The City and County reserves the right to conduct additional discussions after the submission of the BAFO. If BAFOs are not submitted or are submitted late, evaluations will be based on the original proposal.

Thank you again for your time and effort with this project. If you have any questions or concerns, please feel free to reach out to me.

Sincerely,

Tracy Stibitz

Tracy Stibitz
Procurement Contract Administrator
solicitations@broomfield.org

May 29, 2025

City and County of Broomfield
Tracy Stibitz, Procurement Contracts Administrator
One DesCombes Drive
Broomfield, Colorado 80020

RE: Olsson's Best and Final Offer (#25-RFP-CD-001)
Consulting for Comprehensive Plan and Transportation Mobility Plan Update

Dear Ms. Stibitz and Evaluation Committee Members:

We welcome this opportunity to submit this Best and Final Offer (BAFO) to provide consulting services for the City and County of Broomfield's Comprehensive Plan and Transportation Mobility Plan Updates. The revisions to the Olsson team's original proposal are based on the guidance received in your letter dated May 20, 2025. We are excited to begin collaborating with you and Broomfield's Planning and Transportation staff members to determine the best path forward to completing these strategic policy documents.

The following table summarizes Olsson's BAFO's responses to Broomfield's requested revisions to our proposal. The attached PDFs display our revised proposal, incorporating ~~strikeouts~~ and new text, along with a revised fee table for your review and consideration.

The entire Olsson team is committed to an unrivaled level of service and communication, as well as a commitment to the City and County of Broomfield. We look forward to speaking with you about this BAFO soon. Should you have any questions, please contact me at 303.808.5787 or truss@olsson.com.

Sincerely,

Troy Russ, AICP
Olsson Project Manager

1525 N. Raleigh Street / Suite 400 / Denver, CO 80204
O 303.237.2072 / **F** 303.237.2659 / **olsson.com**

Broomfield's Request	Olsson's Response
Phase 1 – Discover	
The bullets for tasks 1.2.1 and 1.2.2 of the vendor's proposal, page 18, should be modified to include up to 4 meetings. The Community Advisory Committee and Transportation Forum meeting will be two separate meetings.	Olsson updated the proposal and fee table to reflect your request to increase the number of meetings in Tasks 1.2.1 and 1.2.2 from three to four, accommodating separate meetings for the Community Advisory (CAC) Committee and the Transportation Forum. Olsson originally proposed combining these advisory meetings with the tasks associated with the **Discover**, **Desire**, and **Design** phases to integrate the efforts better. Olsson proposed the combined meetings in these tasks because they should create an informed understanding of Existing Conditions, shared Vision, Values, and Decision-Making Framework, and mutually understood Outcomes and Success Measures for the integrated plans. The proposed collaborative meetings in these phases aim to facilitate the integration of the Comprehensive Plan and the Transportation Mobility Plan by reviewing the existing conditions assessment, creating a shared vision, values, and decision-making framework, as well as discussing outcomes and success measures. While we can certainly facilitate separate meetings with the advisory committees, we suggest holding both committees in the same room for the intended integrated workshops, allowing the committees to understand better their responsibilities in creating a truly integrated effort. We believe it will help achieve informed consent and have both committees inform and take ownership of both plans. This would also reduce the committee members' time commitments and help manage 'planning fatigue' and project costs. The later **Discuss** phase accommodates separate Outcomes and Strategic Actions Workshops for each advisory committee (CAC and Transportation Forum).

Broomfield's Request	Olsson's Response
We would like to see the proposal be updated to include up to 20 potential focus sessions with special interest groups such as historically underrepresented community members; business owners, business community; regional stakeholders such as DRCOG, CDOT, North Metro Fire, Mile High Flood District; adjacent jurisdictions; and other notable groups. Where appropriate, we would aim to consolidate various parties into a single focus group. For example, the regional stakeholders could potentially all be part of one focus group.	Olsson has added a new Discover phase Task 1.2.4 to the proposal and fee table to accommodate this request. Subsequent task numbers were adjusted accordingly in the revised proposal. We propose collaboration with you to determine the best combination of groups into larger stakeholder teams. This approach is not focused on reducing meetings, but on enhancing interaction between groups to find common ground or arrive at better placemaking solutions that are widely supported.
We do not see a line item for meetings with Broomfield's boards and commissions. Broomfield's solicitation section 2.5.2, has requested 5-10 presentations. We anticipate this would occur toward the end of the process to brief them on the proposal ideally to get their support, or informed consent, prior to our advancing to a City Council Study Session. Staff may elect to manage some of these meetings, but we would like to plan for your involvement or leading of the meeting, in the event we do not have the capacity.	Olsson has revised the proposal and fee table by adding up to sixteen (16) Board and Commission meetings between four tasks (Task 2.5.3, Task 3.3.2, Task 4.5.3, and Task 5.5.1). For this revised proposal, Olsson anticipated the following four boards and commissions being involved: ▪ Advisory Committee on Environmental Sustainability (ACES) ▪ Land Use Review Commission ▪ Open Space and Trails Committee ▪ Parks, Recreation, and Senior Services Advisory Committee These meetings would focus on the review/discussion of four key outcomes of the integrated effort: ▪ Integrated Plan's Vision, Values, and Decision-making Framework ▪ Comprehensive Plan Outcomes and Success Measures ▪ Comprehensive Plan's Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization ▪ Review of the Integrated Plans Public Draft The boards and commissions involved, as well as the final number of meetings requiring Olsson's involvement, will be determined by the City and County of Broomfield and their capacity to facilitate the meetings.

Broomfield's Request	Olsson's Response
Broomfield is open to youth involvement and engagement; however, it is likely we would want to engage kids within each school district of Boulder, Jefferson and Adams, and not focus only on one district. As an alternative, additional, or hybrid option, we would be open to considering some engagement at the high school level for Broomfield's key high schools, Broomfield and Legacy. Please update this task as appropriate to include broader School Engagement.	Olsson has provided two school-related tasks in our proposal and fee table for Broomfield's consideration. We updated the fourth-grade engagement to include all elementary schools in Broomfield. We also added a Town Planner Training Session for Legacy and Broomfield High Schools' Government and Civics classes. We believe there is time to initiate both programs in the spring of 2026. However, we will need to coordinate with each school's staff members as soon as possible to get them to update their curriculum over the summer. Lastly, the fee for these efforts can change dramatically if Broomfield staff can join the Olsson team. It will be fun, educational, and rewarding for all who are involved. Olsson team members have accomplished award-winning examples of student engagement work in Westminster, Louisville, and Crested Butte.

As identified in section 2.4.9 of the Broomfield solicitation, please confirm you have accounted for translation services for all project public-facing collateral, and interpretation at in-person meetings when necessary.	The Olsson proposal did not directly account for translation services. Olsson has added two new tasks to the Project Administration phase in the proposal and fee table, outlining possible translation services for Broomfield's consideration. Olsson assumes that Broomfield is only referring to project engagement and outreach materials as 'public-facing collateral,' which would not include the Plans themselves. Please advise if this is the correct assumption. Services added to the proposal include: • Coordinate English-to-Spanish translations for public-facing community engagement materials. • Coordinate and provide English-to-Spanish translations or English-to-Spanish interpretation services for appropriate in-person public meetings. This assumes services will be provided at all eighteen (18) broader community engagement efforts and five (5) of the twenty (20) proposed focus group meetings. Olsson proposes using Maria Riega, an independent contractor with Upwork. We have worked with Maria on numerous occasions and recommend her because of her efficiency, communication, and professionalism. We also suggest using Professional Interpreting Services. They are based in Denver and provide in person translation services for over 30 languages, including the American Sign language and its numerous variations. They charge by the hour and are available at short notice. The estimated fee for their services is in the updated fee table and is based on the currently proposed 53 public and focus group meetings in our proposal. We assumed every meeting would require Spanish translation/interpretation services and 10 additional meetings would require a second language translation/interpretation service. The actual fee will likely change once the community engagement plan is established and Olsson can coordinate with Broomfield staff and better understand the likely need for translation and interpretation services at various locations and focus group meetings.

Broomfield's Request	Olsson's Response
Please address big data sources that could be used for this project. Broomfield prefers to supplement Strava with other sources of big data. Both Replica and Streetlight are examples of big data platforms with more robust data and cover a broader range of transportation modes. There are probably other sources as well and this data may be useful for both the Comprehensive Plan and the Transportation Mobility Plan.	Task 1.1.4 in the proposal and the fee table's direct expenses were adjusted to utilize the highest potential cost six-month subscription with Streetlight. Note the cost range of good option is between $18,750 to $33,500. Olsson recommends using CDOT's and MPO's access to INRIX data for arterial corridors as we have done on the Douglas County Transportation Master Plan. This data provides insights into travel time reliability and congestion hot spots. This data was supplemented by the purchase of Streetlight data to evaluate Origin-Destination of trips, traveler demographics, speed and ADT on local streets and top routes between O-D pairs. . Olsson is familiar with both programs. We also used INRIX data to create an interactive dashboard for Greeley's signal system. Olsson successfully utilized both INRIX and Streetlight in Colorado Springs for Connect COS and is currently collaborating with Streetlight on the Douglas County TMP. The cost of Streetlight data is not insignificant and shown in the fee table. We would like to discuss your needs before finalizing this approach.

Broomfield's Request	Olsson's Response
Phase 02 – Desire	
Section 2.5.9 of the solicitation references the development, delivery and analysis of a statistically valid community survey. Please note, we would expect to see at least two drafts of this survey before distribution. One would likely be vetted by the core project management team, and the refined version would likely also be reviewed by the executive leadership team before distribution. Please include this as tasks within the proposal.	*Olsson has modified Task 2.1 in the proposal to acknowledge the creation of three drafts of the community survey:* • *Preliminary Survey for PMT Review* • *Draft Survey for ELT Review* • *Final Survey for Distribution* *The fee table adjusted slightly to incorporate three reviews along with edits and necessary coordination with the PMT.*
On page 19 of the vendor's proposal task 2.5.1 references conducting up to 4 Project Vision, Values, and Decision-Making Workshops. This should be modified to include up to 5 Workshops. On that same page under bullet 3, the Community Advisory Committee and Transportation Forum meetings are combined. These would be held separately and therefore an additional workshop is needed.	Olsson updated the proposal and fee table to reflect your request to modify the number of meetings in Task 2.5.1 from four to five, accommodating separate meetings for the Community Advisory Committee and the Transportation Forum. As stated earlier, Olsson originally proposed combining these advisory meetings in the Discover, Desire, and Design phases to integrate the efforts better.
Phase 03 – Design	
In the vendor's proposal Task 3.3.1, page 20 should be modified to include up to 5 meetings. The Community Advisory Committee and Transportation Forum meetings will be held separately.	Olsson updated the scope of work and fee table to reflect your request to modify the number of meetings in Task 3.3.1 from four to five, accommodating separate meetings for the Community Advisory Committee and the Transportation Forum. As stated earlier, Olsson originally proposed combining these advisory meetings in the Discover, Desire, and Design phases to integrate the efforts better.

Broomfield's Request	Olsson's Response
Phase 05 – Document	
The Broomfield solicitation section 2.5.13 refers to creating high-level public-facing, visually appealing public engagement analysis and summary documentation of the public engagement process, metrics, analysis of feedback. This effort would take place at the end of each phase of engagement to summarize the purpose of the phase and the findings from the phase. As the project wraps up, these memos for each phase of engagement would be complied into one engagement appendix or appendices. The closest related reference we see within your proposal is on page 24 in the gray sidebar regarding Graphics and Communication Expertise. Please add a deliverable that addresses this specific task.	The original Olsson proposal included a deliverable: Task 5.4 – Illustrative Community Engagement Summary. We made some changes to Task 5.4 by adding subtasks 5.4.1, 5.4.2, and 5.4.3 to showcase differences between the RFP's tasks 2.5.13 and 2.5.13.1. No additional fees were added to the fee table as the described deliverables were anticipated to be provided in the original proposal.
Section 2.5.13.1 of Broomfield's solicitation references creating a formal comprehensive documentation of the public engagement process, metrics analysis, and other necessary items for inclusion in the Comprehensive Plan and the Transportation Mobility Plan appendix or appendices. Please add a deliverable that addresses this specific task.	The original Olsson proposal included a deliverable: Task 5.4 – Illustrative Community Engagement Summary. We made some changes to Task 5.4 by adding subtasks 5.4.1, 5.4.2, and 5.4.3 to showcase differences between the RFP's tasks 2.5.13. and 2.5.13.1. No additional fees were added to the fee table as the described deliverables were anticipated to be provided in the original proposal.

Broomfield's Request	**Olsson's Response**
Page 23 of the vendor's proposal task 5.1.1 references "Intentional Policies and Actions by Plan Element." Broomfield typically considers an element to include topics like Housing, Transportation, Community Services, and Parks and Open Space. We wanted to reiterate that while these elements will certainly have a place in the Comprehensive Plan and the Transportation Mobility Plan, our City Council has indicated a desire to see the Comprehensive Plan and the Transportation Mobility Plan organized by outcomes, which could potentially align with our Community Goals or similar. Please confirm this organizational approach is clear and provide your understanding of this approach.	Olsson confirms its understanding of the Broomfield City Council's *"desire to see the Comprehensive Plan and the Transportation Mobility Plan organized by outcomes, which could potentially align with our Community Goals or* similar." Olsson has tweaked our Project Understanding and Approach in the proposal to clarify that we truly understand Broomfield's expectations. Olsson understands that Broomfield's leadership desires a plan that is outcome-based, and not traditionally organized into elements/chapters focused on items such as Housing, Transportation, Community Services, or Parks and Open Space. Instead, while each element will be addressed, the Plan will be organized into overarching strategic outcomes. For example, instead of a specific Housing element/chapter, housing concerns and solutions would be addressed, alongside other applicable challenges within stated outcome priorities and focused on enhancing the livability of Broomfield.

Broomfield's Request	Olsson's Response
Overall, we anticipate 3 Council study sessions and 1 hearing for Comprehensive Plan and the Transportation Mobility Plan adoption. We anticipate at least one of the study sessions would be to present the Final Draft Plan for City Council's consideration and respond to questions prior to the hearing to adopt the Comprehensive Plan and the Transportation Mobility Plan. The other two study sessions will be to provide project updates. Please verify that your team has factored in the study session for final draft plan consideration.	The Olsson team's original proposal included four City Council study sessions, highlighted in the tasks below. Note that we suggest independent study sessions with the City Council for reviewing actions related to the Comprehensive Plan and TMP, respectively. • 2.5.~~3~~4 – Study Session #1 - Vision, values, and decision-making framework • 3.3.~~3~~4 - Study Session #2 focused on outcomes and success measures • Task 4.5.~~3~~4 – Study Session #3 – Comprehensive Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization • Task 4.5.~~4~~5 –Study Session #4 – Transportation Mobility Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization Olsson added a Study Session with the City Council to review the public drafts of the Comprehensive Plan and Transportation Mobility Plan as part of Task 5.5.4, before the plans' adoption hearing. The Olsson fee table only required modification to include the last study session.

Broomfield's Request	Olsson's Response
Capacity, Workload and Availability	
Within the first paragraph of the vendor's proposal on page 28, Capacity, Workload and Availability, as previously noted during the interview process, Broomfield will likely not begin a formal public kick-off until Quarter 1 of 2026, later than originally anticipated to accommodate new council members who would likely be seated in November 2025. Therefore, the project would likely extend into 2027 with final adoption in 2027. Please provide an update to the date and timing from page 28.	The Olsson team updated the Capacity, Workload, and Available section of the proposal, acknowledging the change in schedule, and confirming our availability. We applaud your approach to involving elected leaders in the process given the timing of the project launch and seating of new council members. Efforts in late 2025 would focus on finalizing the engagement plan, committee organization, data acquisition, and existing conditions analysis.
Management and Budget Schedule	
Reference is made to three different software programs Smartsheet, Deltek Vantagepoint, and Pulse. Would Broomfield need to acquire these software programs or would we just be on the receiving end of the work product developed with the software. If Broomfield's acquisition is appropriate and necessary, please provide an estimated budget for 3-5 Broomfield users.	Broomfield would not need to acquire these software packages for this effort. Olsson uses these programs internally to manage our projects, and we provide access to clients who require a specific collaborative platform. No edits to Olsson's proposal or fee table were required.

Broomfield's Request	Olsson's Response
General Overall Proposal and Scope Change	
As such, Broomfield is requesting the removal of the following items from the Vendor's Proposal, and the consultant's project. • Task 1.1.1 Market, Consumer Business, Demographics and Real Estate Position Memo • Task 1.1.2.c Base Financial and Economic Performance Memo (Revenue and Taxable Sales) • Task 4.3.2.b Prepare Revenue and Taxable Sales Forecasts and Projects Broomfield requests a revision to Olsson's Proposal of the assigned role and staffing for the completion of task 4.3.2.a, Develop Future Development Projects, Land Uses, with Strategy. • The development of alternative future land uses and developments would be part of the Phase 3 Design, led and completed by Taylor Plummer, and others within the Olsson team, and Leigh Ann King from Clarion. The scenarios and alternatives should be tested through the Broomfield LRFP tool to ensure consistency with the methodology and information to be used by Broomfield in the implementation and practice in the future. • If financial and economic knowledge and expertise is additionally required, Broomfield will either make available staff support to the consultant team or undertake a separate consultant support, which may be providing support and review of the LRFP update. Olsson should move the 27 hours assigned to Olsson staff, under 1.1.1 and 1.1.2c, for work on these tasks to a new line time to reflect the intended work and coordination of these tasks.	The Olsson team acknowledges Broomfield's evaluation of cost benefit of the service provided by the Hoffman Strategy Group. The Olsson team, per your instructions, has removed the following tasks from our scope of work and fee table. • Task 1.1.1 Market, Consumer Business, Demographics and Real Estate Position Memo • Task 1.1.2.c Base Financial and Economic Performance Memo (Revenue and Taxable Sales) • Task 4.3.2.b Prepare Revenue and Taxable Sales Forecasts and Projects We have adjusted Task 4.3.2.a in both the proposal and fee table consistent with your instructions and have reassigned the Olsson team's original hours in Tasks 1.1.1, 1.1.2.c new tasks to "reflect the intended work and coordination of these tasks" with Broomfield's team.

PROJECT UNDERSTANDING

Broomfield stands at a unique and pivotal moment in its evolution—full of both challenges and opportunities. Unlike many traditional cities that grew around trade crossroads, like Chicago, or natural amenities, like Denver at the confluence of the Platte River and Cherry Creek, Broomfield's origins followed a different path.

While Adolph Zang might argue that his railroad spur created a kind of trade hub for broom corn—and with it, lively dances at Crescent Grange Hall—Broomfield didn't really begin to take shape as a full community until the development of Broomfield Heights in the 1950s. Known as the "City by the Turnpike," this growth followed the opening of the Boulder Turnpike (US 36) (Source: Film, Broomfield: Spirit of the American Dream, 2011).

A Long History of Self-determination and Community Planning

Before its incorporation in 1961, residents of Broomfield Heights cultivated a distinctive and enviable culture of self-determination and mutual care—famously "passing the hat" to fund essential services like the local police department (Source: Film, Broomfield: Spirit of the American Dream, 2011).

From incorporation onward, Broomfield embraced proactive planning. Its first master plan was completed in 1968 when the city functioned as a bedroom community for workers at the Rocky Flats Nuclear Weapons Plant and the broader Denver-Boulder metro region.

Recognizing the financial limitations of a bedroom community model, city leaders began proactively annexing surrounding areas between the 1980s and 2000s. They also established tax increment financing districts to spur development, ensure fiscal sustainability, and support ongoing investments in quality of life.

In 2001, Broomfield worked with the State Legislature to form the City and County of Broomfield. City officials made this proactive move because the city was divided into four counties after its rapid growth through annexation. The creation of the City and County of Broomfield ensured a consistent delivery of high-quality services to all its residents.

Transformative Changes Since 2016

Today, Broomfield is celebrated for its livable neighborhoods, strong sense of community, and high quality of life—largely thanks to decades of thoughtful planning. But the context is shifting:

- The community is diversifying.
- The housing stock is aging and affordability is declining.
- Greenfield development is giving way to redevelopment, requiring second- and third-generation reinvestment.
- Public infrastructure is aging.
- Regional competition is increasing.
- Traditional revenue sources are no longer growing at historic rates.

Since the last comprehensive plan in 2016, broader societal shifts have added new complexity. These include:

- The rise of online retail.
- The normalization of remote work, accelerated by the pandemic.
- A likely reduction in federal funding for community initiatives due to broader fiscal constraints.

Strategic Planning for an Uncertain Future

Olsson recognizes, ~~and~~ supports, and understands Broomfield's decision to update the Comprehensive Plan and the Transportation Mobility Plan—making them more integrated, strategic, and outcome-oriented. Broomfield's longstanding commitment to self-determination and intentional governance serves the community well.

From proactive annexation to the formation of Broomfield County and the implementation of 14 urban renewal plans, eight sub-area plans, and four neighborhood plans, Broomfield has consistently demonstrated proactive planning and strategic decision-making.

Yet today's challenges are more dynamic and rapidly evolving. Traditional comprehensive planning models—with their vision statements, goals, policies, and objectives—often fall short. They can create misaligned expectations, often sit stagnant in dynamic times, and are rarely linked to annual budgeting processes, fiscal realities, or value-based decision-making necessary when priorities compete. We know more strategic outcomes based integrated planning efforts that utilize value-based decision-making are different from conventional comprehensive planning efforts plans. The Olsson team is ready for the assignment.

As Broomfield embarks on this new planning process, we understand the City Council there is an opportunity to craft a forward-thinking, inclusive, and values-based approach that builds public trust and empowers the City Council to act strategically and intentionally consistent with community expectations.

A Unified Outcomes and~~,~~ Value-Driven Framework

While existing neighborhood, small area, and urban renewal plans reflect the unique character of neighborhoods, districts, and corridors they serve, the new planning effort must answer an important question: **How do we honor existing plans while aligning them with current community values, fiscal realities, and desired outcomes?**

Each area has its own identity but is part of one community. The updated Comprehensive Plan and Transportation Mobility Plan will establish a unifying, value-driven framework for decision-making—organized by, and grounded in, desired strategic outcomes:

- Fiscal sustainability and resilience
- Environmental stewardship
- Expanded mobility choices
- Community well-being
- Organizational health

Within this framework, small area plans will remain vital—offering detailed, place-based guidance that complements city/county-wide strategies. Where conflicts arise between existing plans and the new comprehensive vision, we will collaborate with stakeholders to clarify priorities and ensure alignment with community values.

This process will help every neighborhood, subarea, and urban renewal area grow in ways that reflect their unique character—while contributing to Broomfield's collective future.

Transportation Shapes Community Form

Transportation infrastructure and land use are intrinsically linked. Transportation determines block size, access, and land use patterns—it shapes the urban fabric and guides private investment. Thus, transportation planning must go beyond analytics and consider how infrastructure impacts community equity, land use interaction, development potential, travel behavior, and climate.

Our technical approach will work with the community to define desired mobility outcomes and develop strategic actions that reflect Broomfield's values. These outcomes will support:

- Functional, people-friendly regional arterials:
    - Transforming them from dividers to community seams.
    - Prepared for Bus Rapid Transit (BRT).
    - Enhancing comfort for bicyclists and pedestrians.
    - Unifying design to elevate community identity and better connect Activity Centers.
- Strengthening the multimodal network to expand access and neighborhood livability.
- Supporting senior mobility and safety.
- Piloting rideshares and micromobility solutions.
- Advancing Broomfield's case for I-25 BRT inclusion and North Park success.
- Aligning with DRCOG's TIP and County funding requirements.

We Have the Right Team

Olsson has assembled a team with the skills and local knowledge to address Broomfield's evolving challenges. Our team will deliver integrated plans that establish a values-based framework for decision-making and lead to clear, implementable outcomes.

Key subconsultants include:

- ~~Jerry Hoffman, Hoffman Strategy Group (HSG): Brings deep knowledge of Broomfield's real estate market, including past work with McWhinney and North Park. HSG will provide demographic profile, market economics, and fiscal modeling to assess the impacts of land use decisions on community finances and services.~~
- Leigh Anne King, Clarion: A national leader in outcome-based comprehensive plans (e.g., Charlotte, NC), Leigh Anne will ensure alignment among policies, regulations, and community priorities.

A Principled and Transparent Approach

We offer a principled planning process rooted in inclusiveness, transparency, and a balance between community expectations and technical rigor. Our approach will:

- Seamlessly integrate public input with technical analysis.
- Transition from core values to actionable strategies.
- Foster a sense of ownership and broad community support.

Strengths of Olsson

Olsson is a full-service planning and engineering firm with expertise at the intersection of land use and transportation. **Deputy Project Managers Ted Ritschard** and **Taylor Plummer** bring the ideal blend of transportation and community planning experience.

Project Manager Troy Russ brings over 30 years of public and private experience integrating land use and mobility. His work has led and implemented award-winning plans in Louisville and Crested Butte. Crested Butte's Community Compass is a strategic outcomes and value-driven framework comprehensive plan. Troy is well-versed in municipal government operations and the political realities in which they operate.

Together, our team is ready to help Broomfield plan for its next great chapter.

PROJECT APPROACH

The Olsson team comprises professionals in community building, community and stakeholder engagement, transportation planning and engineering~~, real estate markets, economic development, fiscal~~

~~planning~~, urban design, and land use planning. We propose that Broomfield follow a trusted, context-driven, and value-driven ~~based~~ design approach to update its Comprehensive Plan and Transportation Mobility Plan as strategic outcomes-based policy documents.

The Five-D Framework

Our approach follows the **Five-D Framework**, emphasizing proactive community engagement that has been proven to build trust. We recognize that change and growth can create uncertainty; therefore, we prioritize an inclusive and transparent process. By engaging stakeholders and the public, we align decisions with community values and expectations, fostering a sense of ownership in both the outcomes and the ongoing implementation.

1. DISCOVER: Understand the Community's Overall Character, Function and Performance. This initial phase brings together the Olsson team, Broomfield staff members, advisory committee members, stakeholders, regional partners, and the broader community to **discover** and understand the complex and sometimes conflicting functions and policies inherent in all municipalities, including Broomfield. We will analyze key factors that shape the city's future, including physical characteristics, regional influences~~, real estate market trends, economic and fiscal considerations~~, operational constraints, ~~demographic changes~~, social equity issues, and regulatory frameworks.

This phase will conclude with a~~n~~ shared existing conditions analysis that outlines the realities, opportunities, and challenges the Broomfield City Council should consider as it looks to the future of the community in both the Comprehensive Plan and the Transportation Mobility Plan.

2. DESIRE: Identify the Community's Vision, Values, and Decision-Making Framework. Building on the findings from **Discover,** this phase engages Broomfield staff members, advisory committees, stakeholders, and the community in crafting a shared vision statement, core values, and a decision-making framework to guide the development of the Comprehensive Plan and Transportation Mobility Plan updates. This shared value-based decision-making framework will help align competing priorities and keep future policies and investments in line with the community's vision and values.

3. DESIGN: Craft Success Measures, Outcomes, Policies, and Strategies for Each Plan. In this collaborative phase, the Olsson team, Broomfield staff members, and the community work together to **design** and define desired outcomes, success measures, and strategic action plans uniquely for both the Comprehensive Plan and Transportation Mobility Plan. The success measures for each outcome will be utilized within the decision-making framework established in the **Desire** phase to confirm that each outcome's strategic action plan aligns with the vision and values of Broomfield.

4. DISCUSS: Refine Success Measures, Outcomes, Policies, and Strategies for Each Plan. In the fourth phase, all parties have the opportunity to review, **discuss,** test, and refine the initial recommended outcomes, success measures, and strategic action plans for both the Comprehensive Plan and Transportation Mobility Plan. This collaborative effort aims to effectively address the community's desires. The goal is to make sure these elements accurately reflect community aspirations before finalizing both draft plans.

5. DOCUMENT: Package Results, Position of Success, Finalize and Adopt Integrated Plans Together. The final phase **documents** the final plans by consolidating all components into comprehensive, outcome-based updates to the Comprehensive Plan and Transportation Mobility Plan. These draft plans will undergo a thorough review by Broomfield staff members, stakeholders, and the community before being presented to advisory committees and the City Council for final approval and adoption.

"This structured, community-driven approach will make certain that Broomfield's future planning is truly integrated and reflects the community's values, needs, and long-term aspirations."

PRELIMINARY SCOPE OF WORK

This preliminary scope of work is divided into six sections. The first section provides the project's overarching administrative tasks. These include project management tasks, as well as initial project communication and public engagement guiding strategies and protocols. The remaining sections of the preliminary scope of work follow our proposed Five-D Approach. **Note that each phase of work has specific project administration deliverables in addition to its technical deliverables.**

PROJECT ADMINISTRATION

Project Management Meetings and Coordination

In addition to the specific services detailed as follows, Olsson will coordinate with Broomfield to complete the documented scope of services outlined herein, participate in team meetings (via video or remotely), and coordination calls, and provide timely invoicing and project progress reports.

Together, the Comprehensive Plan and Transportation Mobility Plan (TMP) updates are expected to take 18 months. Olsson will participate in bi-weekly project coordination meetings with the Broomfield Project Management Team (PMT) for both the Comprehensive Plan and Transportation Mobility Plan, respectively.

CITY AND COUNTY - PROJECT MANAGEMENT TEAM (PMT) RESPONSIBILITIES:

- Schedule, organize, and invite attendees to PMT meetings via online meeting software such as Google Meet.
- Outline the decision-making process for the project.
- Review and contribute to each meeting's proposed agenda.
- Provide a pre-approved City of Broomfield invoice as a prototype.

CONSULTANT DELIVERABLES:

Task PA.1 – Progress Meetings
- Participate in up to 72 30-minute, bi-weekly, and virtual PMT meetings for the Comprehensive Plan and TMP, as well as conduct ongoing informal updates, answer questions, and engage in discussions. This task matches the request for proposals (RFP) expectations. Olsson's integrated approach may reduce the hours and costs shown.
- Prepare a preliminary agenda and other necessary materials for each meeting.

Task PA.2 – Internal Consultant Team Progress Meetings
- Participate in monthly (up to 18) consultant team internal project coordination meetings.

Task PA.3 – Project Management, Scheduling, and Invoicing
- Provide monthly progress reporting, schedule updates, and invoicing.

Communication and Public Engagement

The Olsson team understands the importance of effective communication and meaningful public engagement and is committed to ensuring the creation of a successful Comprehensive Plan and TMP. Communication and public engagement for this effort, like the proposed planning process, will be integrated. This integration will help the community understand the interrelationships between community, land use, and transportation while also minimizing planning fatigue among project stakeholders and the broader community. Olsson will work closely with the PMT and the Communication and Engagement Team to craft three overarching deliverables in this task, which will guide the proposed Five-D Approach.

CITY AND COUNTY – COMMUNICATION AND ENGAGEMENT TEAM (CET) RESPONSIBILITIES:

- Outline the city and county communication protocols.
- Participate in the bi-weekly PMT meetings.
- Participate in outreach efforts, specifically in pop-up events and social media interactions, and assist with local postings (e.g., flyers, ThinkTank, yard signs, banners, etc.).

CONSULTANT DELIVERABLES:

Task PA.4 – Public Engagement Plan

- Develop a Public Engagement Plan that details stakeholders, goals, strategies, opportunities, responsibilities, and a detailed schedule related to engagement.

Task PA.5 – Project Communication Plan

- Develop a Project Communication Plan that details goals, methods, responsibilities, and a detailed schedule related to outreach.

Task PA.6 – Project Brand and Visual Identity

- Develop a project brand and visual identity that works within Broomfield's brand standards and communication style.
- Create the project logo and brand guide to direct project graphics and all printed/digital collateral.

Task PA.7 – Project Marketing Materials

- Develop a project webpage within the Broomfield Voice platform and provide content for regular updates.
- Develop digital and printed project marketing collateral.

Task PA.8 – Project Translation Services

- Coordinate English-to-Spanish translations for public-facing community engagement materials.
- Coordinate and provide English-to-Spanish translations or English-to-Spanish interpretation services for appropriate in-person public meetings. This assumes services will be provided at all eighteen (18) broader community engagement efforts and five (5) of the twenty (20) proposed focus group meetings.

PHASE 01: DISCOVER

This initial phase allows the Olsson team to discover and analyze key factors that shape the city's future, including physical characteristics, regional influences, real estate market trends, economic and fiscal considerations, operational constraints, demographic and social
equity issues, and regulatory frameworks. The phase will conclude with an existing conditions analysis that outlines the realities, opportunities, and challenges the Broomfield City Council should consider as it looks to the future of the community, as outlined in both the Comprehensive Plan and the Transportation Mobility Plan.

CITY AND COUNTY RESPONSIBILITIES:

- Organize and share relevant background data and reports to the Consultant.
- Assist in scheduling, organizing, inviting attendees to, and participating in project kickoff meetings.
- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.

CONSULTANT DELIVERABLES:

Task 1.1 – Data Collection, Existing Conditions, Opportunities, and Challenges Assessment

- ~~Task 1.1.1 – Develop Market, Consumer Business, and Real Estate Positioning Memo~~
- Task 1.1.2 – Develop Community Demographic Profile and Projected Growth Memo
- Task 1.1.3 – Conduct Land Use and~~,~~ Housing, Demographic~~, and Real Estate positioning Economic Development~~
    - Develop Community Character and Regional Context Memo.
    - Develop Land Use Stability Assessment Memo.
    - ~~Develop Base Financial and Economic Performance Memo.~~
        - ~~Develop a financial and economic model for a long-range financial plan.~~
        - ~~Establish current financial outlook for current land uses.~~
    - Conduct Policy Alignment – Review of Applicable Legislation.
        - Review existing land uses, area plans/CRA plans, and zoning.
- Task 1.1.4 – Conduct Transportation, Mobility, and Access (TMP) Assessment
    - Review and develop a memo detailing existing:
        - **Travel Patterns:** Origin/Destinations, Trip Types (Local/Regional), and Mode Split (with subscription use of Streetlight and CDOT's free data from INRIX)
        - **Vehicles:** Circulation, Congestion, and Growth
        - **Transit and Micro-Mobility:** Coverage, Frequency, and Reach
            - Bicycle: Coverage, Comfort, and Reach
            - Pedestrian: Comfort and Reach
            - Freight and Goods Movement
            - Travel Demand Management
            - Regional Corridors and Local Connectivity
- Task 1.1.5 – Conduct Open Space, Parks, Recreation, and Trails Assessment
- Task 1.1.6 – Conduct Community Services and Facilities Assessment
- Task 1.1.7 – Conduct Environmental Stewardship Assessment
- Task 1.1.8 – Conduct Utilities Assessment
- Task 1.1.9 – Summarize Existing Conditions Findings via Opportunities and Challenges Memo

Task 1.2 – Project Administration and Community Engagement Actions

- Task 1.2.1 – Conduct up to ~~three (3)~~ four (4) project kickoff meetings (integrated efforts); one (1) each with:
    - PMT and Community Engagement Team
    - Technical Advisory Group
    - Comprehensive Plan Community Advisory Committee ~~and Broomfield Transportation Forum~~
    - Broomfield Transportation Forum
- Task 1.2.2 – Conduct up to ~~three (3)~~ four (4) existing condition review meetings; one (1) each with:
    - PMT and Community Engagement Team
    - Technical Advisory Group
    - Comprehensive Plan Community Advisory Committee ~~and Broomfield Transportation Forum~~
    - Broomfield Transportation Forum
- Task 1.2.3 – Conduct up to three (3) community kickoffs focused on opportunities and challenges (three locations: East, Central, and West)
- Task 1.2.4 – Facilitate up to twenty (20) Focus Sessions with special interest groups as identified by the City and County of Broomfield. Example focus groups could include historically underrepresented community members; business owners, business community; regional stakeholders such as DRCOG, CDOT, North Metro Fire, Mile High Flood District; adjacent jurisdictions; and other notable groups. Consolidating various parties into a single focus group is appropriate if they share the same common purpose. For example, the regional stakeholders could potentially all be part of one focus group.
- Task 1.2.~~4~~**5** – Conduct up to five (5) pop-up events related to verifying opportunities and

challenges
- Task 1.2.~~5~~6 – Prepare Phase 1 Community Engagement Illustrative Summary Memo

ADDITIONAL SERVICE OPTIONS:

Task 1.AS.1 – Educational Webinar Series (4)
- Land Use, Regional Position, and Neighborhood Character
- Economy and Fiscal Performance
- Transportation
- Environmental Sustainability

Task 1.AS.2 – ~~Town~~ City and County Planner Activity Book
- Fourth Grade Partnership with Boulder Valley**, Jefferson County, and Adam 12 Star** Schools ~~(Fourth Grade)~~
  - Creation of an 16-page Town Planner Activity Book (customized to Broomfield)
  - Teachers work with the students over the semester to complete the Activity Book

Task 1.AS.3 – City and County Planner Training
- **Legacy and Broomfield Highschool – Government / Civics Classes (assumes four classes, two in each school)**
  - Co-creation of class curriculum with teachers
  - One (1) per class per school in-classroom presentation of Broomfield's integrated planning effort and city/county planning assignment – Class teams get to choose one of Broomfield's Urban Renewal Areas and suggest updates to the selected plan to make them more accommodating to high school students
  - Participate in one (1) per class per school in-classroom planning check-ins and workshops
  - Participate in one (1) per class per school in-classroom "panel of industry professionals" to suggested improvements to the students' final projects
  - One team from each school will be asked to present their project to Broomfield City Council.

PHASE 02: DESIRE

The second phase will be integrated to guide both the development of the Comprehensive Plan and TMP. The outcomes would be coordinated with Broomfield's Strategic Plan Development. Olsson will work with Broomfield staff members to engage the community in identifying its soul and what it values, as well as learning about the most significant challenges it would like to address. This effort will guide the development of the vision statement and core values and establish a decision-making framework for the development and ongoing implementation of the Comprehensive Plan and TMP updates.

CITY AND COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Print and distribute public engagement information and materials.

CONSULTANT DELIVERABLES:

Task 2.1 – Statistically Relevant Community Survey – Broad Survey of City and County Services and Issues, and Vision and Values.
- Task 2.1.1 – Preliminary Survey for PMT Review and Improvements
- Task 2.1.2 – Draft Survey for ELT review and Improvement
- Task 2.1.4 – Final Survey for Distribution

Task 2.2 – Desired Vision Statement

Task 2.3 – Core Community Values

Task 2.4 – Value-Based Decision-making Framework

Task 2.5 – Project Administration and Community Engagement Actions

- Task 2.5.1 – Conduct up to ~~four (4)~~ five (5) Project Vision, Values, and Decision-making Workshops; one (1) each with:
  - PMT
  - Technical Advisory Group
  - Comprehensive Plan Community Advisory Committee ~~and Broomfield Transportation Forum~~
  - Broomfield Transportation Forum
  - Executive Leadership Team
- Task 2.5.2 – Conduct up to three (3) Community Vision and Values Workshops (three locations: East, Central, and West)
- Task 2.5.3 – Conduct up to Four (4) Board and Commission meetings (Advisory Committee on Environmental Sustainability (ACES), Land Use Review, Commission, and a joint Open Space and Trails / Parks, Recreation and Senior Services Advisory Committee); these meetings will be focused on reviewing/discussing vision, values, and decision-making framework
- Task 2.5.~~3~~4 – Conduct one (1) City Council Study Session #1 focused on vision, ~~and~~ values, and decision-making framework
- Task 2.5.~~4~~5 – Conduct up to five (5) pop-up events related to determining vision, values, and decision-making
- Task 2.5.~~5~~6 – Prepare Phase 2 Community Engagement Illustrative Summary Memo

PHASE 03: DESIGN

In this collaborative phase, the Olsson team, Broomfield staff members, and the community work together to **design** and define desired outcomes, success measures, and strategic action plans uniquely for both the Comprehensive Plan and TMP. The success measures for each outcome will be utilized within the decision-making framework established in the **Desire** phase to confirm that each outcome's strategic action plan aligns with the vision and values of Broomfield.

CITY AND COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Print and distribute public engagement information and materials.

CONSULTANT DELIVERABLES:

Task 3.1 – Comprehensive Plan – Outcomes (Community Goals), Success Measures, and Strategic Actions

- Task 3.1.1 – Develop Initial Outcomes (Community Goals) and Success Measures Memo
- Task 3.1.2 – Develop Comprehensive Plan Strategic Actions Memo
  - Individual Outcome (Community Goal) Policies, Objectives, and Actions

Task 3.2 – Transportation Mobility Plan – Initial Outcomes (Community Goals), Success Measures, and Strategic Actions

- Task 3.2.1 – TMP: Develop Initial Outcomes (Community Goals) and Success Measures Memo
- Task 3.2.2 – TMP: Develop Strategic Actions Memo
  - Individual Outcome (Community Goal) Policies, Objectives, and Actions

Task 3.3 – Project Administration and Community Engagement Actions

- Task 3.3.1 – Develop Shared Comprehensive Plan and TMP Outcomes, Success Measures, and up to four (4) Strategic Actions Review Meetings; one (1) each with:
    - Project Management Team
    - Technical Advisory Group
    - Comprehensive Plan Community Advisory Committee ~~and Broomfield Transportation Forum~~
    - Broomfield Transportation Forum
    - Executive Leadership Team
- Task 3.3.2 – Conduct up to four (4) board and commission meetings (Advisory Committee on Environmental Sustainability (ACES), Land Use Review Commission, Open Space and Trails Committee, and the Parks Committee, Recreation and Senior Services Advisory Committee); these meetings will be focused on reviewing/discussing the Comprehensive Plan outcomes and success measures
- Task 3.3.~~2~~3 – Conduct one (1) City Council Study Session #2 focused on outcomes and success measures
- Task 3.3.~~3~~4 – Conduct up to five (5) pop-up events related to outcomes and success measures
- Task 3.3.~~4~~5 – Prepare Phase 3 Community Engagement Illustrative Summary Memo

PHASE 04: DISCUSS

The fourth phase allows all parties to review, **discuss**, test, and refine the initial recommended outcomes, success measures, and strategic action plans for both the Comprehensive Plan and TMP, making sure they effectively address the community's desires. The goal is to have these elements accurately reflect community aspirations before finalizing both draft plans.

CITY AND COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Print and distribute public engagement information and materials.

CONSULTANT DELIVERABLES:

Task 4.1 – Comprehensive Plan – Conflict Identification and Potential Trade-offs
- Task 4.1.1 – Conduct Outcomes (Community Goals) and Strategic Actions Conflict Assessment
- Task 4.1.2 – Prepare Potential Strategic Trade-off Memo

Task 4.2 – Transportation Mobility Plan – Conflict Identification and Potential Trade-offs
- Task 4.2.1 – Conduct Outcomes (Community Goals) and Strategic Actions Conflict Assessment
- Task 4.2.2 – Prepare Potential Strategic Trade-off Memo

Task 4.3 – Comprehensive Plan – Desired Outcomes (Community Goals) and Strategic Actions
- Task 4.3.1 – Prepare Desire Outcomes (Community Goals) Memo
- Task 4.3.2 – Prepare Strategic Actions Prioritization and Implementation Memo
    - Develop Future Development Project and Land Uses, with Strategy
    - ~~Prepare Revenue and Taxable Sales Forecasts and Projections~~

Task 4.4 – Transportation Mobility Plan – Outcomes (Community Goals) and Strategic Actions
- Task 4.4.1 – Prepare Desired Outcomes (Community Goals) Memo
- Task 4.4.2 – Prepare Strategic Actions Prioritization and Implementation Memo

Task 4.5 – Project Administration and Community Engagement Actions
- Task 4.5.1 – Conduct up to four (4) Comprehensive Plan Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization Workshop; one (1) each with:

    - Project Management Team
    - Technical Advisory Group
    - Comprehensive Plan Community Advisory Committee
    - Executive Leadership Team
- Task 4.5.2 – Conduct up to four (4) Transportation Mobility Plan Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization Workshop; one (1) each with:
    - Project Management Team
    - Technical Advisory Group
    - Comprehensive Plan Community Advisory Committee
    - Executive Leadership Team
- Task 4.5.3 – Conduct up to four (4) board and commission meetings (Advisory Committee on Environmental Sustainability (ACES), Land Use Review Commission, Open Space and Trails committee, and the Parks Committee, Recreation and Senior Services Advisory Committee); these meetings will be focused on reviewing/discussing of the Comprehensive Plan Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization
- Task 4.5.~~3~~4 – Conduct one (1) City Council Study Session #3 – Comprehensive Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization
- Task 4.5.~~4~~5 – Conduct one (1) City Council Study Session #4 – Transportation Mobility Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization
- Task 4.5.~~5~~6 – Prepare Phase 4 Community Engagement Illustrative Summary Memo

PHASE 05: DOCUMENT

The final phase of the effort creates a comprehensive, practical, and action-based Comprehensive Plan and TMP that reflect the community's vision and core values. In close collaboration with the PMT and CPCAC, the Olsson team will produce a draft and final report that will be developed with a clear vision, easily accessible via Broomfield's website, concise, and easy to read and understand. The final report will be divided into meaningful sections, free of unnecessary information (detailed information will be placed in appendices), and will include intuitive graphical visualization for the display of complex content.

CITY AND COUNTY RESPONSIBILITIES:

- Assist in scheduling, organizing, inviting attendees to, and participating in project management and public engagement activities.
- Solicit and consolidate Draft #1 and public review draft review comments from PMT, Technical Advisory Group, CPCAC, and ELT to share with Olsson team.
- Print and distribute public engagement information and materials.

CONSULTANT DELIVERABLES:

Task 5.1 – Integrated Plans Draft #1

- Task 5.1.1 – Develop Comprehensive Plan – Draft #1 to include:
    - Who is Broomfield, What is our Vision, and What do we Value?
    - Desired Outcomes (Community Goals) and Strategic Actions
    - Challenges Facing the Community
    - Intentional Polices and Actions by Plan Element
    - Value-Based Decision-making Framework
- Task 5.1.2 – Develop Transportation Mobility Plan – Draft #1 to include:
    - Existing Mobility Conditions
    - Broomfield's Mobility Opportunities and Challenges
    - Defining Success for the Future
    - Implementation Plan by Mode of Travel

Task 5.2 – Integrated Plans – Public Draft (30-Day Viewing Period)

- Task 5.2.1 – Develop Comprehensive Plan – Public Draft to include:

    - Executive Summary
    - Who is Broomfield, What is our Vision, and What do we Value?
    - Desired Outcomes (Community Goals) and Strategic Actions
    - Challenges Facing the Community
    - Intentional Polices and Actions by Plan Element
    - Value-Based Decision-making Framework
- Task 5.2.2 – Develop Transportation Mobility Plan – Draft #1 to include:
    - Executive Summary
    - Existing Mobility Conditions
    - Broomfield's Mobility Opportunities and Challenges
    - Defining Success for the Future
    - Implementation Plan by Mode of Travel

Task 5.3 – Integrated Plans – Final Draft

- Task 5.3.1 – Produce Comprehensive Plan – Final Draft
- Task 5.3.2 – Produce Transportation Mobility Plan – Final Draft

Task 5.4 – Illustrative Community Engagement Summar~~y~~ies

- Task 5.4.1 – Produce an overall Community Engagement Illustrative Summary Memo for the integrated planning effort
- Task 5.4.2 – Produce a comprehensive summary of community engagement efforts and analysis metrics for the Transportation Mobility Plan's Development
- Task 5.4.3 – Produce a comprehensive summary of community engagement efforts and analysis metrics for the Transportation Mobility Plan's Development

Task 5.5 – Project Administration and Community Engagement Actions

- Task 5.5.1 – Integrated Plans – Draft #1 Review Meetings
    - Comprehensive Plan; one (1) each with:
        - Project Management Team and Community Engagement Team
        - Technical Advisory Group
        - Comprehensive Plan Community Advisory Committee
        - Advisory Committee on Environmental Sustainability (ACES)
        - Land Use Review Commission
        - Open Space and Trails Committee
        - Parks Recreation and Senior Services Advisory Committee
    - Transportation Mobility Plan; one (1) each with:
        - Project Management Team and Community Engagement Team
        - Technical Advisory Group
        - Broomfield Transportation Forum
- Task 5.5.2 – Integrated Plans – Public Draft Engagement Activities
    - Host three (3) public open houses (three locations: East, Central, and West)
- Task 5.5.3 – Integrated Plans – Public Draft Review Meetings
    - Comprehensive Plan; one (1) each with:
        - Project Management Team and Community Engagement Team
        - Technical Advisory Group
        - Comprehensive Plan Community Advisory Committee
    - Transportation Mobility Plan; one (1) each with:
        - Project Management Team and Community Engagement Team
        - Technical Advisory Group
        - Broomfield Transportation Forum
    - City Council Study Session #3 – Integrated Plans - Public Draft Review
- Task 5.5.4 – Integrated Plans – Public Draft Review Meetings
    - Comprehensive Plan; one (1) each with:
        - Project Management Team and Community Engagement Team
        - Technical Advisory Group

        - Comprehensive Plan Community Advisory Committee
- Task 5.5.4 – City Council Public Hearing and Plan Adoption

ADDITIONAL SERVICE OPTIONS:

Task 5.AS.1 – Dashboard

- Built either through PowerBI, ArcGIS StoryMaps, or another preferred tool
- To be used as part of the engagement process, the Plan implementation and reporting process, or both

CAPACITY, WORKLOAD, AND AVAILABILITY

The availability of qualified professionals is an important factor when choosing a consulting partner. Our team has evaluated its workload and commits our project team to the City and County of Broomfield.

We are ~~ready~~ excited and able to perform this work. Our team and proposed subconsultants are committed to completing this project in accordance with the project refined timeline as ~~described in the request for proposals (RFP)~~ adjusted since the RFP to accommodate new Council members elected in November of 2025 and have the public-kick off of the planning effort occurring in the first quarter of 2026. ~~, with~~ We anticipate ~~t~~he entire planning effort to be completed, including adoption, on or before December 2026~~7~~.~~, with the possibility of extension if warranted.~~

The Olsson team and subcontractors have the capacity to focus on your Plan. Your experienced project manager, Troy Russ, recently joined Olsson after being the Community Development Director of Crested Butte. He doesn't have competing projects and will be primarily focused on this project for Broomfield.

The Olsson team is very active in the community and transportation planning world. Our ongoing planning projects, knowledge of pertinent case studies, and range of implementation best practices will further strengthen Broomfield's Plan. Because of our vast experience and resume, we have multiple project managers to serve our clients well.

Olsson has more than 2,000 professionals, including engineers, scientists, surveyors, landscape architects, planners, certified inspectors, technicians, and administrative staff who can support your project.

In the world of consulting, reputation is everything. If we don't deliver on our promise, we won't have the opportunity to work with you in the future. Maintaining our reputation isn't just about winning new work; it's about making sure our clients value our professionalism and judgment, have a great experience working with us, and choose to work with us again.

PROJECT APPROACH

The Olsson team comprises professionals in community building, community and stakeholder engagement, transportation planning and engineering, urban design, and land use planning. We propose that Broomfield follow a trusted, context and value-driven planning and design approach to update its Comprehensive Plan and Transportation Mobility Plan as strategic outcomes-based policy documents similar in format to:

- City of Thornton, Colorado referenced as Vision Themes beginning in Chapter Three (3).
- City of Charlotte, North Carolina referenced as Goals beginning within the Introduction.

The Five-D Framework

Our approach follows the **Five-D Framework**, emphasizing proactive community engagement that has been proven to build trust. We recognize that change and growth can create uncertainty; therefore, we prioritize an inclusive and transparent process. By engaging stakeholders and the public, we align decisions with community values and expectations, fostering a sense of ownership in both the outcomes and the ongoing implementation.

1. DISCOVER: Understand the Community's Overall Character, Function and Performance. This initial phase brings together the Olsson team, Broomfield staff members, advisory committee members, stakeholders, regional partners, and the broader community to **discover** and understand the complex and sometimes conflicting functions and policies inherent in all municipalities, including Broomfield. We will analyze key factors that shape the city's future, including physical characteristics, regional influences, operational constraints, demographic changes, social equity issues, and regulatory frameworks.

This phase will conclude with an existing conditions analysis that outlines the realities, opportunities, and challenges the Broomfield City Council should consider as it looks to the future of the community in both the Comprehensive Plan and the Transportation Mobility Plan.

2. DESIRE: Identify the Community's Vision, Values, and Decision-Making Framework. Building on the findings from **Discover,** this phase engages Broomfield staff members, advisory committees, stakeholders, and the community in crafting a shared vision statement, core values (desired outcomes), and a decision-making framework build-on to the established Broomfield Community Goals to guide the development of the Comprehensive Plan and Transportation Mobility Plan updates. This shared value-based decision-making framework will help align competing priorities and keep future policies and investments in line with the community's vision, values and desired outcomes which will include:

- Goal 1: Financial Sustainability and Resilience
- Goal 2: Growing Greener
- Goal 3: Mobility
- Goal 4: Thriving, Diverse, Safe and Welcoming Community
- Goal 5: Organizational Health

3. DESIGN: Craft Success Measures, Outcomes, Policies, and Strategies for Each Plan. In this collaborative phase, the Olsson team, Broomfield staff members, and the community work together to **design** and define desired outcomes, success measures, and strategic action plans uniquely for both the Comprehensive Plan and Transportation Mobility Plan. The success measures for each outcome will be utilized within the decision-making framework established in the **Desire** phase to confirm that each outcome's strategic action plan aligns with the vision and values of Broomfield.

4. DISCUSS: Refine Success Measures, Outcomes, Policies, and Strategies for Each Plan. In the fourth phase, parties can review, **discuss,** test, and refine the initial recommended outcomes, success measures, and strategic action plans for both the Comprehensive Plan and Transportation Mobility Plan.

This collaborative effort aims to effectively address the community's desires. The goal is to make sure these elements accurately reflect community aspirations before finalizing both draft plans.

5. DOCUMENT: Package Results, Position of Success, Finalize and Adopt Integrated Plans Together. The final phase **documents** the final plans by consolidating components into comprehensive, outcome-based updates to the Comprehensive Plan and Transportation Mobility Plan. These draft plans will undergo a thorough review by Broomfield staff members, stakeholders, and the community before being presented to advisory committees and the City Council for final approval and adoption.

SCOPE OF WORK

This scope of work is divided into six sections. The first section provides the project's overarching administrative and engagement tasks. These include project management tasks, as well as initial project communication and public engagement guiding strategies and protocols. The remaining sections of the scope of work follow Olsson's proposed Five-D Approach. ***Note that each phase of work has specific project administration deliverables in addition to its technical deliverables.***

PROJECT ADMINISTRATION

Project Management Meetings and Coordination

In addition to the specific services detailed as follows, Olsson will coordinate with Broomfield staff members to complete the documented scope of services outlined herein, participate in project meetings (via video or remotely) and coordination calls, manage the project schedule, and provide timely invoicing and project progress reports.

Together, the Comprehensive Plan and Transportation Mobility Plan (TMP) updates are expected to take up to 28 months. Olsson will participate in bi-weekly project coordination meetings with the Broomfield Project Management Team (PMT) for both the Comprehensive Plan and TMP, respectively.

BROOMFIELD PROJECT MANAGEMENT TEAM (PMT) RESPONSIBILITIES:

- Schedule, organize, and invite attendees to PMT meetings via Google Meets.
- Outline the decision-making process for the project.
- Review and contribute to each meeting's proposed agenda.
- Provide a pre-approved City of Broomfield invoice as a prototype.
- Provide monthly updates to Boards and commissions regarding the status of the Comprehensive Plan and TMP.

OLSSON TEAM TASKS AND DELIVERABLES:

Task PA.1 – Progress Meetings

- Facilitate and participate in up to 72 30-minute, bi-weekly, and virtual shared PMT meetings for both the Comprehensive Plan and TMP, as well as conduct ongoing informal updates, answer questions, and engage in discussions.
- Prepare a preliminary agenda and other necessary materials for each meeting. A preliminary agenda will be provided to the Broomfield PMT two (2) business days prior to the PMT meetings.
- Olsson will prepare a running list of meeting notes and action items from PMT meetings to document the progress of the project.

Task PA.2 – Internal Olsson Team Progress Meetings

- Participate in monthly (up to 24) Olsson team internal project coordination meetings.

Task PA.3 – Project Management, Scheduling, and Invoicing

- Provide monthly progress reporting, schedule updates, and invoicing.

Communication and Public Engagement

The Olsson team understands the importance of effective communication and meaningful public engagement and is committed to ensuring the creation of a successful Comprehensive Plan and TMP. Communication and public engagement for this effort, like the proposed planning process, will be integrated. This integration will help the community understand the interrelationships between community, land use, and transportation while also minimizing planning fatigue among project stakeholders and the broader community. Olsson will work closely with the PMT and the Communication and Engagement Team to craft three overarching deliverables in this task, which will guide the proposed Five-D Approach.

BROOMFIELD COMMUNICATIONS AND ENGAGEMENT TEAM (CET) RESPONSIBILITIES:

- Outline Broomfield's communication protocols.
- Participate in the bi-weekly PMT meetings.
- Review and provide consolidated comments and suggested improvements to public engagement and communication materials.
- Participate in outreach efforts with the public, including focus groups, community workshops/meetings, and occasional pop-up events.
- Lead the distribution efforts of public engagement and communication materials.
- Confirm the logistics and placement of passive communication materials.
- Provide City/County Consultant kit for Broomfield's brand identity.

OLSSON TEAM DELIVERABLES:

Task PA.4 – Public Engagement Plan

- Develop a Public Engagement Plan (PEP) detailing the stakeholders, goals, strategies, opportunities, roles and responsibilities, and a detailed schedule related to engagement. The format of this document will be similar in framework and content to the Public Engagement Plan from the City of Broomfield's Transit Study. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
- Prepare for and participate in one (1) City Council Study Session #1 gaining feedback and confirmation on the draft PEP. This task includes modifying the draft and finalizing the PEP based on Council feedback.

Task PA.5 – Project Communication Plan

- Develop a Project Communication Plan (PCP) that details communication protocols for the project. The format of this document will be similar in framework and content to the Communication Plan from the City of Broomfield's Transit Study. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

Task PA.6 – Project Graphic and Visual Identity

- Utilize the existing City and County of Broomfield logo on project materials and collateral.
- Develop a project graphic and visual identity that works within Broomfield's brand standards and communication style.
- Create the project brand guide to direct the design of project graphics and printed/digital collateral.
- Two (2) drafts of the project graphic and project brand guide will be provided for consolidated review by Broomfield staff members prior to the final project graphic and project brand guide submittal.

Task PA.7 – Project Marketing Materials and Webpage

- Develop a project webpage within the Broomfield Voice platform and provide content for regular updates. Update the project webpage at scheduled intervals with upcoming engagement opportunities, tools, and widgets – utilizing the functionality of Broomfield Voice.
- Develop and print project marketing and outreach collateral.
- Develop passive project communications materials, such as informational boards with "QR" codes and/or drop boxes, for placement at up to three (3) different locations chosen by Broomfield's Communication and Engagement Team.
- Two (2) drafts of project marketing and outreach collateral will be provided for consolidated review by the Broomfield Communication and Engagement Team prior to the final project marketing and outreach collateral being submitted.

Task PA.8 – Project Translation and Accessibility Services
These services require specific approval by the PMT.

- Provide ADA accessible English-to-Spanish translations for public-facing community engagement materials and digital information.
- Provide ADA accessible English-to-Spanish translation of the graphically rich Executive Summary of both the Comprehensive Plan and the TMP. Note that this **does not** include translation of appendices.

Task PA.9 – Project Interpreting Services

- Make available English-to-Spanish and Spanish-to-English interpreting services for public meetings and open houses where a public presentation is being made.
- Make available English-to-Spanish and Spanish-to-English interpreting services for focus group meetings where Spanish speaking individuals are expected to attend.

ADDITIONAL SERVICE OPTIONS:
These services require specific approval by the PMT.

Task PA.AS.1 – Additional Translation Services

- Provide ADA accessible English-to-Spanish translations for CPCAC meeting material.
- Provide ADA accessible English-to-Spanish translations for the following public-facing documents.
    Public drafts of both the TMP and Comprehensive Plan final draft document

PHASE 01: DISCOVER

This initial phase allows the Olsson team to discover and analyze key factors that shape the city's and county's future, including physical characteristics, regional influences, real estate market trends, economic and fiscal considerations, operational constraints, demographic and social equity issues, and regulatory frameworks. The phase will conclude with an existing conditions analysis that outlines the realities, opportunities, and challenges the Broomfield City Council should consider as it looks to the future of the community, as outlined in both the Comprehensive Plan and the TMP.

BROOMFIELD PROJECT MANAGEMENT TEAM (PMT) RESPONSIBILITIES:

- Organize and share relevant existing background data and reports with Olsson as outlined in Olsson's comprehensive data request form.
- Conduct the following analysis and provide necessary information through a separate professional services contract with another consultant:
    - Market, Consumer Business, Demographics and Real Estate Position Memo
    - Base Financial and Economic Performance Memo (Revenue and Taxable Sales)
    - Prepare Revenue and Taxable Sales Forecasts and Projects
- Schedule, organize, invite attendees to, and participate in project kickoff meetings.
- Schedule, organize, invite attendees to, and participate in project existing conditions review meetings.

- Schedule, organize, invite attendees to, and participate in up to ten (10) project focus group meetings.
- Schedule, organize, invite attendees to, and participate in up to three (3) community kickoff meetings.
- Distribute public engagement information and materials.

OLSSON TEAM DELIVERABLES:

Task 1.1 – Data Collection, Existing Conditions, Opportunities, and Challenges Assessment

- Task 1.1.1 – Coordinate with separate consultant on a Market, Consumer Business, and Real Estate Positioning efforts.
- Task 1.1.2 – Develop Community Demographic Profile assessment.
- Task 1.1.3 – Develop Land use and Housing Assessment.
    - Develop Community Character and Regional Context Assessment
    - Develop Land Use Stability Assessment
    - Coordinate with separate consultant on a Base Financial and Economic Performance Memo (Revenue and Taxable Sales) (separate Broomfield initiative).
- Task 1.1.4 – Develop a Policy and Legislation Alignment Assessment.
    - Review existing land uses, area plans/URA plans, and zoning
- Task 1.1.5 – Conduct Transportation, Mobility, and Access (TMP) Existing Conditions Assessment.
    - Travel Patterns: Origin/Destinations, Trip Types (Local/Regional), and Mode Split (with subscription use of Replica and CDOT's free data from INRIX)
    - Vehicles: Circulation, Congestion, and Growth
    - Transit and Micro-Mobility: Coverage, Frequency, and Reach
    - Bicycle: Coverage, Comfort, and Reach
    - Pedestrian: Comfort and Reach
    - Freight and Goods Movement
    - Travel Demand Management
    - Regional Corridors and Local Connectivity
- Task 1.1.6 – Conduct Open Space, Parks, Recreation, and Trails Assessment.
- Task 1.1.7 – Conduct Services and Facilities Assessment.
- Task 1.1.8 – Conduct Environmental Stewardship Assessment.
- Task 1.1.9 – Conduct Utilities Assessment.
- Task 1.1.10 – Develop Existing Conditions Findings via Opportunities and Challenges Memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

Task 1.2 – Project Administration and Community Engagement Actions

- Task 1.2.1 – Prepare agenda/materials for and conduct two (2) project kickoff meetings (integrated efforts); one (1) each with:
    - PMT and CET
    - Technical Advisory Group (TAG)

  This accounts for out-of-state travel and leveraging these scheduled meetings to conduct field work.
- Task 1.2.2 – Prepare agenda/materials for and conduct up to three (3) existing condition review meetings; one (1) each with:
    - PMT and CET
    - TAG
    - Comprehensive Plan Community Advisory Committee (CPCAC)

  This accounts for out-of-state travel and leveraging these scheduled meetings to conduct field work.
- Task 1.2.3 – Prepare agenda/materials for and conduct up to three (3) community kickoffs focused on opportunities and challenges in three (3) separate locations/geographies within Broomfield
- Task 1.2.4 – Prepare for and facilitate up to ten (10) focus groups focused on opportunities

and challenges with special interest groups as identified by Broomfield. Example focus groups could include historically underrepresented community members; business owners, business community; regional stakeholders such as North Metro Fire, Mile High Flood District; adjacent jurisdictions; and other notable groups. Consolidating various parties into a single focus group is appropriate if they share the same common purpose. For example, the regional stakeholders could potentially be part of one focus group.

- Task 1.2.5 – Prepare all materials for and conduct up to five (5) pop-up events related to verifying opportunities and challenges, which are smaller scale/targeted events not necessarily aligned with a previously planned community event
- Task 1.2.6 – Prepare all materials for and conduct community engagement at up to four (4) major community events, including Brewhaha (June), Broomfield Days (September), National Night Out (August), and Bike to Workday (June) to enlist input on community opportunities and challenges. (Olsson acknowledges these events may not align with this phase of work. The goal here is to budget Olsson's participation in these four events)
- Task 1.2.7 – Prepare Phase 1 community engagement illustrative summary memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

ADDITIONAL SERVICE OPTIONS:
These services require specific approval by the PMT.

Task 1.AS.1 – City and County Planner Activity Book (public fourth graders)

- Partnership with Boulder Valley, Jefferson County, and Adam 12 Star Schools
    - Create a 16-page City and County Planner Activity Book (customized to Broomfield)
    - Teachers work with the students over the semester to complete the Activity Book

Task 1.AS.2 – City and County Planner Training (Legacy & Broomfield High Schools)

- Legacy and Broomfield Highschool – Government / Civics Classes (assumes four classes, two in each school)
    - Co-create class curriculum with teachers
    - One (1) per class per school in-classroom presentation of Broomfield's integrated planning effort and city/county planning assignment; class teams get to choose one of Broomfield's Urban Renewal Areas and suggest updates to the selected plan to make them more accommodating to high school students
    - Participate in one (1) per class per school in-classroom planning check-ins and workshops
    - Participate in one (1) per class per school in-classroom "panel of industry professionals" to suggested improvements to the students' final projects
    - One team from each school will be asked to present their project to Broomfield City Council

PHASE 02: DESIRE

The second phase will be integrated to guide both the development of the Comprehensive Plan and TMP. The outcomes would be coordinated with Broomfield's Strategic Plan Development. Olsson will work with Broomfield staff members to engage the community in identifying its soul and what it values, as well as learning about the most significant challenges it would like to address. This effort will guide the development of the vision statement and core values and establish a decision-making framework for the development and ongoing implementation of the Comprehensive Plan and TMP updates.

BROOMFIELD PMT RESPONSIBILITIES:

- Schedule, organize, invite attendees to, and participate in up to four (4) decision-making workshops.
- Distribute public engagement information and materials.

OLSSON TEAM DELIVERABLES:

Task 2.1 – Prepare, administer, and summarize two community surveys: (1) a statistically significant community survey of City and County services, issues, vision, and values, and (2) a similar non-statistically significant community survey via Broomfield Voice for Comprehensive Plan and TMP outreach and feedback that is open to the entire Broomfield community.

- Prepare two (2) draft preliminary surveys for PMT review and incorporate PMT's consolidated edits to the surveys
- Prepare two (2) draft revised surveys for ELT review and incorporate ELT's consolidated edits to the surveys
- Distribute and administer final surveys
- Provide full report of surveys' results, including a surveys results summary memo. Two (2) drafts of the documents will be provided for consolidated review by Broomfield staff members prior to the final memos' submittal.

Task 2.2 – Desired Vision Statement and Technical Memo - Prepare desired vision statement and technical memo.

Task 2.3 – Core Community Values and Technical Memo - Prepare desired Core Values and technical memo. These values will incorporate and build upon the five strategic goals already developed by Broomfield:

- Financial Sustainability and Resilience
- Growing Greener
- Mobility
- Thriving, Diverse, Safe and Welcoming Community
- Organizational Health

Task 2.4 – Value-Based Decision-making Framework Technical Memo

- Task 2.4.1 – Prepare value-based decision-making framework technical memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

Task 2.5 – Project Administration and Community Engagement Actions

- Task 2.5.1 – Prepare agenda/materials for and conduct up to four (4) Project Vision, Values, and Decision-making Workshops; one (1) each with:
  - PMT
  - PMT and Technical Advisory Group
  - CPCAC
  - Executive Leadership Team
- Task 2.5.2 – Prepare agenda/materials for and conduct up to five (5) Board and Commission meetings; these meetings will be focused on reviewing/discussing vision, values, and decision-making framework.
- Task 2.5.3 – Prepare agenda/materials for and participate one (1) City Council Study Session #2 focused on vision, values, and decision-making framework.
- Task 2.5.4 – Prepare Phase 2 community engagement illustrative summary memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

PHASE 03: DESIGN

In this collaborative phase, the Olsson team, Broomfield staff members, and the community work together to **design** and define desired outcomes, success measures, and strategic action plans uniquely for both the Comprehensive Plan and TMP. The success measures for each outcome will be utilized within the decision-making framework established in the **Desire** phase to confirm that each outcome's strategic

action plan aligns with the vision and values of Broomfield.

BROOMFIELD PMT RESPONSIBILITIES:

- Schedule, organize, invite attendees to, and participate in up to ten (10) project focus group meetings.
- Schedule, organize, invite attendees to, and participate in up to four (4) outcomes, success measures, and strategic actions review meetings.
- Distribute public engagement information and materials.

OLSSON TEAM DELIVERABLES:

Task 3.1 – Comprehensive Plan – Outcomes (Community Goals), Success Measures, and Strategic Actions

- Task 3.1.1 – Develop Initial Outcomes (Community Goals) and Success Measures Memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
- Task 3.1.2 – Develop Comprehensive Plan Strategic Actions Memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
    - Individual Outcome (Community Goal) Policies, Objectives, and Actions

Task 3.2 – Transportation Mobility Plan – Initial Outcomes (Community Goals), Success Measures, and Strategic Actions

- Task 3.2.1 – TMP: Develop Initial Outcomes (Community Goals) and Success Measures Memo. One (1) draft of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
- Task 3.2.2 – TMP: Develop Strategic Actions Memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
    - Individual Outcome (Community Goal) Policies, Objectives, and Actions

Task 3.3 – Project Administration and Community Engagement Actions

- Task 3.3.1 – Develop Comprehensive Plan and TMP Outcomes, Success Measures, and up to four (4) Strategic Actions Review Meetings; one (1) each with:
    - Project Management Team
    - Technical Advisory Group
    - CPCAC
    - TMP Community Advisory Committee
- Task 3.3.2 – Prepare agenda/materials for and conduct up to three (3) community kickoffs focused on Outcomes, Success Measures in up to three (3) separate locations/geographies within Broomfield
- Task 3.3.3 – Prepare agenda/materials for and facilitate up to ten (10) follow-up focus groups with special interest groups as identified by the City and County of Broomfield to discuss outcomes and success measures.
- Task 3.3.4 – Prepare agenda/materials for and conduct up to five (5) pop-up events related to outcomes and success measures, which are smaller scale/targeted events not necessarily aligned with a previously planned community event.
- Task 3.3.5 – Prepare Phase 3 community engagement illustrative summary memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

PHASE 04: DISCUSS

The fourth phase allows parties to review, **discuss**, test, and refine the initial recommended outcomes, success measures, and strategic action plans for both the Comprehensive Plan and TMP, making sure

they effectively address the community's desires. The goal is to have these elements accurately reflect community aspirations before finalizing both draft plans.

BROOMFIELD PMT AND CET RESPONSIBILITIES:

- Schedule, organize, invite attendees to, and participate in up to five (5) Comprehensive Plan and TMP Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization Workshops.
- Distribute public engagement information and materials.

OLSSON TEAM DELIVERABLES:

Task 4.1 – Comprehensive Plan – Conflict Identification and Potential Trade-offs

- Task 4.1.1 – Conduct outcomes (community goals) and strategic actions conflict assessment.
- Task 4.1.2 – Prepare potential strategic trade-off memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

Task 4.2 – Transportation Mobility Plan – Conflict Identification and Potential Trade-offs

- Task 4.2.1 – Conduct outcomes (community goals) and strategic actions conflict assessment.
- Task 4.2.2 – Prepare potential strategic trade-off memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

Task 4.3 – Comprehensive Plan – Desired Outcomes (Community Goals), Strategic Actions, and Implementation Plan

- Task 4.3.1 – Prepare desired outcomes (community goals) memo. One (1) draft of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
- Task 4.3.2 – Prepare strategic actions prioritization and implementation memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal. The memo will present information gathered from Task 4.3.2a below.
    - Task 4.3.2a Develop Future Development Projects, Land Uses, with Strategy
        - Key findings from the following memos, as they apply to land use and development considerations:
            - Market, Consumer Business, Demographics and Real Estate Position Memo (as prepared by separate consultant)
            - Base Financial and Economic Performance Memo (Revenue and Taxable Sales) (as prepared by separate consultant)
            - Revenue and Taxable Sales Forecasts and Projects (as prepared by separate consultant)
        - Description, illustration, mapping, and analysis of the up to three (3) draft land use and urban design frameworks that include graphic land use designations (including standards of population density and building intensity if desired) and of character subareas and land use transition areas.
        - Value-based evaluation of the three (3) draft land use and urban design frameworks.
        - Description, illustration, mapping, and analysis of the preferred land use and urban design framework, including illustrated land use designations, character subareas, and land use transition areas.
        - Draft goals, strategies, and action items related to each chapter of the Comprehensive Plan.
        - Identification, mapping, analysis, and descriptions of future development opportunities (as prepared by separate consultant), and evaluation of how they advance or do not advance the preferred growth scenario. Create a draft development and redevelopment framework. Value-based evaluation of the draft

development and redevelopment framework. Prepare revised development and redevelopment framework.

Task 4.4 – Transportation Mobility Plan – Outcomes (Community Goals), Strategic Actions, and Implementation Plan

- Task 4.4.1 – Prepare desired outcomes (community goals) memo. One (1) draft of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
- Task 4.4.2 – Prepare strategic actions prioritization and implementation memo. One (1) draft of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

Task 4.5 – Project Administration and Community Engagement Actions

- Task 4.5.1 – Prepare agenda/materials for and conduct up to four (4) Comprehensive Plan and TMP Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization Workshop; one (1) each with:
    - PMT
    - TAG
    - CPCAC
    - ELT
- Task 4.5.2 – Prepare agenda/materials for and conduct up to four (4) Transportation Mobility Plan Outcomes and Strategic Actions: Conflict, Trade-off, and Prioritization Workshop; one (1) each with:
    - PMT
    - TAG
    - CPCAC
    - ELT
- Task 4.5.3 – Prepare agenda/materials for and participate in one (1) City Council Study Session #3 – Comprehensive Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization.
- Task 4.5.4 – Prepare agenda/materials for and participate in one (1) City Council Study Session #4 – Transportation Mobility Plan Outcomes (Community Goals): Conflict, Trade-off, and Prioritization.
- Task 4.5.5 – Prepare Phase 4 community engagement illustrative summary memo. Two (2) drafts of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.

PHASE 05: DOCUMENT

The final phase of the effort creates a comprehensive, practical, and action-based Comprehensive Plan and TMP that reflect the community's vision and core values. In close collaboration with the PMT and CPCAC, the Olsson team will produce a draft and final report that will be developed with a clear vision, easily accessible via Broomfield's website, concise, and easy to read and understand. The final report will be divided into meaningful sections, free of unnecessary information (detailed information will be placed in appendices), and will include intuitive graphical visualization for the display of complex content.

BROOMFIELD PMT AND CET RESPONSIBILITIES:

- Solicit and consolidate Draft #1 and public review draft review comments from PMT, TAG, CPCAC, and ELT to share with Olsson team.
- Schedule, organize, invite attendees to, and participate in up to three (3) public open houses.
- Distribute public engagement information and materials.

OLSSON TEAM DELIVERABLES:

Task 5.1 – Integrated Plans Draft #1

- Task 5.1.1 – Develop Comprehensive Plan – Draft #1 to include:
  - Who is Broomfield, What is our Vision, and What do we Value?
  - Desired Outcomes (Community Goals) and Strategic Actions
  - Challenges Facing the Community
  - Intentional Polices and Actions by Plan Element
  - Value-Based Decision-making Framework and Implementation
- Task 5.1.2 – Develop Transportation Mobility Plan – Draft #1 to include:
  - Existing Mobility Conditions
  - Broomfield's Mobility Opportunities and Challenges
  - Defining Success for the Future
  - Implementation Plan by Mode of Travel

Task 5.2 – Integrated Plans – Public Draft (30-Day Viewing Period)

- Task 5.2.1 – Develop Comprehensive Plan – Public Draft to include:
  - Executive Summary
  - Who is Broomfield, What is our Vision, and What do we Value?
  - Desired Outcomes (Community Goals) and Strategic Actions
  - Challenges Facing the Community
  - Intentional Polices and Actions by Plan Element
  - Value-Based Decision-making Framework
- Task 5.2.2 – Develop Transportation Mobility Plan – Public Draft to include:
  - Executive Summary
  - Existing Mobility Conditions
  - Broomfield's Mobility Opportunities and Challenges
  - Defining Success for the Future
  - Implementation Plan by Mode of Travel

Task 5.3 – Integrated Plans – Final Draft

- Task 5.3.1 – Produce Comprehensive Plan – Final Draft
- Task 5.3.2 – Produce Transportation Mobility Plan – Final Draft

Task 5.4 – Illustrative Community Engagement Summar~~ies~~

- Task 5.4.1 – Produce an overall community engagement illustrative summary memo for the integrated planning effort. One (1) draft of the document will be provided for consolidated review by Broomfield staff members prior to the final memo's submittal.
- Task 5.4.2 – Produce a comprehensive summary of community engagement efforts and analysis metrics for the Comprehensive Plan's development.
- Task 5.4.3 – Produce a comprehensive summary of community engagement efforts and analysis metrics for the TMP's development.

Task 5.5 – Project Administration and Community Engagement Actions

- Task 5.5.1 – Integrated Plans – Draft #1 Review Meetings
  - Comprehensive Plan; Prepare agenda/materials for and conduct up to eight (8) review meetings, one (1) each with:
    - PMT and CET
    - PMT and Technical Advisory Group
    - CPCAC
    - Up to five City/County identified Boards and Commissions.
  - Transportation Mobility Plan; Prepare agenda/materials for and conduct up to three (3) meetings one (1) each with:
    - PMT and CET
    - TAG
    - Broomfield Transportation Forum
- Task 5.5.2 – Integrated Plans – Public Draft Engagement Activities

    - Prepare materials for and host up to three (3) public open houses in up to three (3) separate locations/geographies within Broomfield.
- Task 5.5.3 – Integrated Plans – Public Draft Review Meetings
    - Comprehensive Plan; three (3) meetings; one (1) each with:
        - PMT and CET
        - TAG
        - CPCAC
    - Transportation Mobility Plan; three (3) meetings; one (1) each with:
        - PMT and CET
        - TAG
        - Broomfield Transportation Forum
    - City Council Study Session #5 – Integrated Plans - Public Draft Review
- Task 5.5.4 – Integrated Plans – Public Draft Review Meetings
    - Comprehensive Plan; three (3) meetings; one (1) each with:
        - PMT and CET
        - TAG
        - CPCAC

Task 5.5.5 – Prepare a presentation for and attend the City Council Public Hearing for Comprehensive Plan and TMP adoption.

ADDITIONAL SERVICE OPTIONS:
These services require specific approval by the PMT.

Task 5.AS.1 – Dashboard

- Develop project dashboard, built through PowerBI, ArcGIS StoryMaps, or another preferred tool, to be used as part of the engagement process, the Plan implementation and reporting process, or both.

EXHIBIT C
PRICING SUBMISSION

Broomfield, CO Comprehensive Plan and TMP *(July 16, 2025 Revision)*		Total Hours	Project Fee	OLSSON													Clarion		Narrative Designs	ETC Institute	Sean McCartney	Upwork	Professional Interpreting Services
				Troy Russ	Ted Ritschard	Taylor Plummer	Abby Newsham	Brennan Kane	Valerie Miller	Kyle McLaughlin	Chris Rolling	Karen Aspelin	Alex O'Connell	Shawn Strate	Adam Rankin	Jenna Friesen	Leigh Anne King	Maggie Squyer	Steven Chester	Robert Heacock	Sean McCartney	Maria Riega	Varies
				$ 269.00	$ 281.00	$ 193.00	$ 147.00	$231.00	$243.00	$ 150.00	$ 262.00	$ 296.00	$ 142.00	$ 194.00	$ 111.00	$ 170.00	$ 185.00	$ 120.00	$ 175.00	$ 200.00	$ 200.00	$ 20.00	$ 90.00
TASK	**PHASE 000 - PROJECT ADMINISTRATION**																						
PA.1	**Progress Meetings - Client (Bi-Weekly)**	72	$ 18,344.00	40	16	16																	
PA.2	**Internal Olsson Team Progress Meetings (Monthly)**	128	$ 27,726.00	40	16	16	2	2	2	2	2	2	2	2	2	2	$ 5,490.00						
PA.3	**Project Management, Scheduling, and Invoicing**	24	$ 5,240.00	8		16																	
PA.4	**Public Engagement Plan (with Council Study Session #1)**	64	$ 11,632.00	14		22									20			$ 1,400.00					
PA.5	**Project Communication Plan**	34	$ 5,258.00	2		8									16			$ 1,400.00					
PA.6	**Project Graphic and Visual Identity**	29	$ 5,299.00	2		2												$ 4,375.00					
PA.7	**Project Marketing Materials and Webpage**	82	$ 11,878.00	2		30									50								
PA.8	**Project Translation and Accessibility Services**	75	$ 3,775.00												25						$ 1,000.00		
PA.9	**Project Interpreting Services**	39	$ 3,835.00																			$ 3,835.00	
Task Sub-Total		**547**	**$ 92,987.00**																				
Task Expenses			$ 5,273.00																				
TASK TOTAL		**547**	**$ 98,260.00**																				
ADDITIONAL SERVICE OPTIONS:																							
Task PA.AS.1a	Provide ADA accessible English-to-Spanish translations for all CPCAC meeting material	131	$ 6,091.00	1		6									24						$ 2,000.00		
Task PA.AS.1b	Provide ADA accessible English-to-Spanish translations for the Public and Final drafts of both the TMP and Comprehensive Plan final documents	355	$ 16,105.00												55						$ 10,000.00		
	PHASE 100 - DISCOVER																						
1.1	**Data Collection, Existing Conditions, Opportunities, and Challenges Assessment**																						
1.1.1	Coordinate with separate consultant on a Market, Consumer Business, and Real Estate Positioning Effort	5	$ 1,269.00	4		1																	
1.1.2	Develop Community Demographic Profile Memo	29	$ 4,685.00	1		8				4			16										
1.1.3	Develop Land Use and Housing Assessment Memo																						
1.1.3.a	Develop Community Character and Regional Context	48	$ 8,492.00	8		2	22									16							
1.1.3.b	Develop Land Use Stability Assessment	36	$ 6,774.00	8		2	8									18							
1.1.3.c	Coordinate with separate consultant on a Base Financial and Economic Performance Memo (Revenue and Taxable S	22	$ 4,136.00	4												18							
1.1.4	Develop a Policy and Legislation Alignment Memo		$ -																				
1.1.4.a	Review existing land uses, area plans/URA plans, and zoning	169	$ 24,849.00	4		1											$ 23,580.00						
1.1.5	Conduct Transportation, Mobility, and Access (TMP) Existing Conditions Assessment																						
1.1.5.a	Travel Patterns: Origin/Destinations, Trip Types (Local/Regional), and Mode Split (with subscription use of Replica an	68	$ 11,196.00	2	2					48			4	12									
1.1.5.b	Vehicles: Circulation, Congestion, and Growth	34	$ 6,008.00	2	2					16			4	10									
1.1.5.c	Transit and Micro-Mobility: Coverage, Frequency, and Reach	24	$ 4,068.00	2	2					16			4										
1.1.5.d	Bicycle: Coverage, Comfort, and Reach	24	$ 4,068.00	2	2					16			4										
1.1.5.e	Pedestrian: Comfort and Reach	24	$ 4,068.00	2	2					16			4										
1.1.5.f	Freight and Goods Movement	24	$ 5,476.00	2	2					8	2	8	2										
1.1.5.g	Demand Management	34	$ 7,648.00	2	2					12	8	8	2										
1.1.5.h	Regional Corridors and Local Connectivity	26	$ 5,760.00	2	2					8	2	8	4										
1.1.6	Conduct Open Space, Parks, Recreation, and Trails Assessment	18	$ 4,158.00	1		1		16															
1.1.7	Conduct Community Services and Facilities	14	$ 3,254.00	1		1		12															
1.1.8	Conduct Environmental Stewardship	14	$ 3,378.00	1		1			12														
1.1.9	Conduct Utilities Assessment	8	$ 2,034.00	1		1					6												
1.1.10	Develop Existing Conditions Findings via Opportunities and Challenges Memo	134	$ 24,798.00	16	4	6	16	4	4	8	6	2	4	4	16	44							
1.2	**Project Administration and Community Engagement Actions**																						
1.2.1	Prepare for and Conduct two (2) project kickoff meetings (integrated efforts); one (1) each with PMT/CET and TAG	104	$ 21,696.00	8	8	16									8		$ 13,320.00						
1.2.2	Prepare for and Conduct up to three (3) existing condition review meetings; one (1) each with: PMT and CET, TAG, and CPCAC	126	$ 25,847.00	20	16	32	4	2	4	8				2	4		$ 5,741.00						
1.2.3	Prepare for and Conduct up to three (3) community kickoffs focused on opportunities and challenges	127	$ 24,417.00	22	12	32	6						20		14			$ 3,675.00					
1.2.4	Facilitate up to ten (10) focus group meetings	72	$ 15,184.00	20	16	16									20								
1.2.5	Prepare for and Conduct up to five (5) pop-up events	72	$ 9,792.00	2		6							32		32								
1.2.6	Prepare for and Conduct community engagement at four (4) major community events	24	$ 3,872.00	4		4							8		8								
1.2.7	Prepare Phase 1 Community Engagement Illustrative Summary Memo	30	$ 4,574.00	2		2							4		12			$ 1,750.00					
Task Sub-Total		**1,310**	**$ 241,481.00**																				
Task Expenses			$ 12,275.00																				
Replica Subscription			$ 17,127.00																				
TASK TOTAL			**$ 270,883.00**																				
ADDITIONAL SERVICE OPTIONS:																							
1.AS.1	City and County Planner Activity Book (all public fourth graders; assumes 16 copies)	8 hours + $500/Page + Printing	$ 11,152.00	8																	$ 8,000.00		
1.AS.2	City and County Planner Training (Legacy and Broomfield High Schools)	24	$ 14,600.00	12	12																$ 6,000.00		
	PHASE 200 - DESIRE																						
2.1	**Statistically Significant Community Survey and Non-Statistically Significant Community Survey (Including Three Drafts and Summary)**	142	$ 27,402.00	10	2	10									20				$ 20,000.00				
2.2	**Desired Vision Statement and Technical Memo**	12	$ 1,946.00	2		2	2						2		4								
2.3	**Core Community Values and Technical Memo**	20	$ 4,984.00	16		2	2																
2.4	**Value-Based Decision-Making Framework and Technical Memo**	24	$ 4,550.00	6	2	2	6			4			2		2								
2.5	**Project Administration and Community Engagement Actions**		$ -																				
2.5.1	Conduct up to four (4) project vision, values, and decision-making workshops (one hour workshops)	104	$ 21,191.00	12	5	28	4								6		$ 9,900.00						
2.5.2	Attend up to five (5) board and commission meetings	30	$ 7,078.00	10	6	14																	
2.5.3	Conduct one (1) City Council Study Session #2 - Vision and Values	24	$ 5,544.00	12		12																	
2.5.4	Conduct up to five (5) pop-up events – vision, values, and decision-making	72	$ 9,792.00	2		6							32		32								
2.5.5	Prepare Phase 2 Community Engagement Illustrative Summary Memo	12	$ 1,936.00	2		2							4		4								
Task Sub-Total		**440**	**$ 84,423.00**																				
Task Expenses		N/A	$ 5,363.00																				
TASK TOTAL			**$ 89,786.00**																				
	PHASE 300 - DESIGN																						
3.1	**Comprehensive Plan – Outcomes /Community Goals), Success Measures, and Strategic Actions**																						
3.1.1	Develop Comprehensive Plan Initial Outcomes /Community Goals) and Success Measures Memo	20	$ 3,468.00	4		4	8								4								
3.1.2	Develop Comprehensive Plan Strategic Actions Memo	196	$ 26,784.00	2		2											$ 25,660.00						
3.2	**Transportation Mobility Plan – Initial Outcomes /Community Goals), Success Measures, and Strategic Actions**		$ -																				
3.2.1	Develop TMP Initial Outcomes /Community Goals) and Success Measures Memo	22	$ 4,486.00	4	2					12	4												
3.2.2	Develop TMP Strategic Actions Memo	22	$ 4,486.00	4	2					12	4												
3.3	**Project Administration and Community Engagement Actions**		$ -																				
3.3.1	Prepare for and Conduct up to four (4) Shared Outcomes, Success Measures, and Strategic Actions Review Meetings (one hour meetings)	67	$ 12,728.00	10	4	18	4								2		$ 4,630.00						
3.3.2	Prepare for and Conduct up to three (3) Community Vision and Values Workshops	105	$ 21,329.00	22	12	16	6						20		14			$ 3,675.00					
3.3.3	Prepare for and Facilitate up to ten (10) follow-up focus groups		$ 15,184.00	20	16	16									20								
3.3.4	Prepare for and Conduct up to five (5) pop-up events – outcomes and success measures	68	$ 9,020.00	2		2							32		32								
3.3.5	Prepare Phase 3 Community Engagement Illustrative Summary Memo	16	$ 2,504.00	2		2							8		4								
Task Sub-Total		**516**	**$ 99,989.00**																				
Task Expenses			$ 7,180.00																				
TASK TOTAL			$ 107,169.00																				
	PHASE 400 - DISCUSS																						
4.1	**Comprehensive Plan – Conflict Identification and Potential Trade-offs**		$ -																				
4.1.1	Conduct outcomes (community goals) and strategic actions conflict assessment	56	$ 8,240.00	2		2	2								2		$ 6,800.00						
4.1.2	Prepare potential strategic trade-off memo	18	$ 3,082.00	4		2	8								4								
4.2	**Transportation Mobility Plan – Conflict Identification and Potential Trade-offs**		$ -																				
4.2.1	Outcomes (Community Goals) and Strategic Actions Conflict Assessment	32	$ 6,116.00	4	4					12		2	8	2									
4.2.2	Prepare potential strategic trade-off memo.	32	$ 6,116.00	4	4					12		2	8	2									
4.3	**Comprehensive Plan – Outcomes (Community Goals) and Strategic Actions Memo**		$ -																				
4.3.1	Prepare desired outcomes (community goals) memo	46	$ 6,610.00	2		2	6								4		$ 4,360.00						
4.3.2	Prepare strategic actions prioritization and implementation memo	14	$ 2,494.00	4		2	4								4								
4.3.2.a	Develop Future Development Projects, Land Uses, with Strategy	284	$ 41,216.00	8		24	32						28		32	60	$ 12,000.00						
4.4	**Transportation Mobility Plan – Outcomes (Community Goals) and Strategic Actions**		$ -																				
4.4.1	Desired Outcome (Community Goals) Memo	28	$ 5,016.00	2	2					12		2	8	2									
4.4.2	Prepare Strategic Actions Prioritization and Implementation Memo	26	$ 4,716.00	2	2					10		2	8	2									
4.5	**Project Administration and Community Engagement Actions**		$ -																				
4.5.1	Prepare for and Conduct up to four (4) Comprehensive Plan: Outcomes / Strategic Actions: Conflict, Trade-off / Prioritization Workshops (	81	$ 16,476.00	12		12	4								4		$ 9,900.00						
4.5.2	Prepare for and Conduct up to four (4) TMP Outcomes / Strategic Actions: Conflict, Trade-off / Prioritization Workshops (one hour worksho	24	$ 6,060.00	12	8					2			2										
4.5.3	Prepare for and Conduct one (1) City Council Study Session #3 – Comprehensive Plan Outcomes : Conflict, Trade-off, and Prioritization	39	$ 7,923.00	12		12									2		$ 2,157.00						
4.5.4	Prepare for and Conduct one (1) City Council Study Session #4 – TMP Outcomes: Conflict, Trade-off, and Prioritization	39	$ 8,263.00	12	2	12											$ 2,157.00						
4.5.5	Prepare Phase 4 Community Engagement Illustrative Summary Memo	12	$ 1,936.00	2		2							4		4								
Task Sub-Total		**731**	**$ 124,264.00**																				
Task Expenses			$ 8,130.00																				
TASK TOTAL			$ 132,394.00																				
	PHASE 500 - DOCUMENT																						
5.1	**Integrated Plans Draft #1**																						
5.1.1	Comprehensive Plan - Draft #1	112	$ 19,448.00	8		12	8	2	2						16	24		$ 7,000.00					
5.1.2	Transportation Mobility Plan - Draft #1	126	$ 23,190.00	8	2			2	2	24	6	4	12	2		24		$ 7,000.00					
5.2	**Integrated Plans – Public Draft (30-day Viewing Period)**		$ -																				
5.2.1	Comprehensive Plan - Public Draft	22	$ 3,866.00	2		2									2	16							
5.2.2	Transportation Mobility Plan - Public Draft	18	$ 3,140.00	2											2	14							
5.3	**Integrated Plans – Final Draft**		$ -																				
5.3.1	Comprehensive Plan – Final Draft	24	$ 3,996.00	2		2	4								4	12							
5.3.2	Transportation Mobility Plan – Final Draft	38	$ 6,382.00	2	2					16			6			12							
5.4	**Illustrative Community Engagement Summary**	8	$ 1,368.00	2		2									4								
5.5	**Project Administration and Community Engagement Actions**		$ -																				
5.5.1	Prepare for and participate in Integrated Plans – Draft #1 Review Meetings		$ -																				
5.5.1.a	Up to eight (8) Comprehensive Plan (one hour meetings)	30	$ 7,078.00	10	6	14																	
5.5.1.b	Up to three (3) TMP (one hour meetings)	12	$ 3,276.00	8	4																		
5.5.2	Prepare for and participate in Integrated Plans – Public Draft: Engagement Activities		$ -																				
5.5.2.a	Conduct up to three (3) public open houses	98	$ 22,217.00	22	12	16	6						20		22			$ 3,675.00					
5.5.3	Prepare for and participate in Integrated Plans – Public Draft Review Meetings		$ -																				
5.5.3.a	Up to two (2) Comprehensive Plan (one hour meetings)	6	$ 1,462.00	4		2																	
5.5.3.b	Up to two (2) TMP (one hour meetings)	6	$ 1,638.00	4	2																		
5.5.3.b	City Council Study Session #5 - Final Review of TMP and Comprehensive Plan	6	$ 1,614.00	6																			
5.5.4	City Council Public Hearing and Plan Adoption	6	$ 1,614.00	6																			
Task Sub-Total		**512**	**$ 100,299.00**																				
Task Expenses			$ 10,090.00																				
TASK TOTAL			$ 110,389.00																				

ADDITIONAL SERVICE OPTIONS:					
5.AS.1	Dashboard	$ 11,152.00	8	$ 8,000.00	

SUMMARY OF COSTS	
PHASES	**FEE TOTALS**
PROJECT ADMINISTRATION	$ 96,260.00
DISCOVER	$ 270,883.00
DESIRE	$ 89,786.00
DESIGN	$ 107,169.00
DISCUSS	$ 132,394.00
DOCUMENT	$ 110,389.00
Sub-Total (Including Expenses)	**$ 808,881.00**
Optional Add-Ons	**$ 59,100.00**
TOTAL PROJECT FEE (INCLUDING EXPENSES AND ADD-ONS SHOWN BELOW)	**$ 867,981.00**
OPTIONAL ADD-ONS	
PA.AS.1a - All CPCAC Material Translation Services	$ 6,091.00
PA.AS.1b - Public Draft and Final Comprehensive Plan and TMP Translation Services	$ 16,105.00
1.AS.1 - City and County Planner Activity Book (all public fourth graders; assumes 16 pages)	$ 11,152.00
1.AS.2 - City and County Planner Training (Legacy and Broomfield High Schools)	$ 14,600.00
5.AS.1 - Dashboard	$ 11,152.00
Sub-Total	**$ 59,100.00**

Expenses Detail

TASK		Notes	Units	Cost	Total
	PHASE 000 - PROJECT ADMINISTRATION				
	Printing		300	$ 0.50	$ 150.00
	Large Format Printing		36	$ 3.00	$ 108.00
	Engagement Supplies (Easel Pads, Markers, Post it Notes, etc.)		0	$ 25.00	$ -
	Mileage		1200	$ 0.70	$ 840.00
	Airfare		4	$ 550.00	$ 2,200.00
	Lodging		4	$ 250.00	$ 1,000.00
	Meals		39	$ 25.00	$ 975.00
	Subtotal				$ 5,273.00
	PHASE 100 - DISCOVER				
	Printing	(Technical memos, meeting materials)	750	$ 0.50	$ 375.00
	Large Format Printing	$3.00/SqFt	360	$ 3.00	$ 1,080.00
	Supplies (Engagement, Easel Pads, Markers, Post it Notes, etc.)	27 events	27	$ 50.00	$ 1,350.00
	Mileage	Combine trips where practical=13	2600	$ 0.70	$ 1,820.00
	Airfare		6	$ 550.00	$ 3,300.00
	Lodging		12	$ 250.00	$ 3,000.00
	Meals		54	$ 25.00	$ 1,350.00
	Replica	Lump Sum	1	$ 17,127.00	$ 17,127.00
	Subtotal				$ 29,402.00
	PHASE 200 - DESIRE				
	Printing	(Survey, survey summary, technical memo, meeting materials)	750	$ 0.50	$ 375.00
	Large Format Printing	$3.00/SqFt	96	$ 3.00	$ 288.00
	Supplies (Engagement, Easel Pads, Markers, Post it Notes, etc.)	10 events	10	$ 25.00	$ 250.00
	Mileage		1000	$ 0.70	$ 700.00
	Airfare		3	$ 550.00	$ 1,650.00
	Lodging		6	$ 250.00	$ 1,500.00
	Meals		24	$ 25.00	$ 600.00
	Subtotal				$ 5,363.00
	PHASE 300 - DESIGN				
	Printing	(Technical memos, meeting materials)	900	$ 0.50	$ 450.00
	Large Format Printing	$3.00/SqFt	300	$ 3.00	$ 900.00
	Supplies (Engagement, Easel Pads, Markers, Post it Notes, etc.)	23 events	5	$ 50.00	$ 250.00
	Mileage		2400	$ 0.70	$ 1,680.00
	Airfare		3	$ 550.00	$ 1,650.00
	Lodging		6	$ 250.00	$ 1,500.00
	Meals		30	$ 25.00	$ 750.00
	Subtotal				$ 7,180.00
	PHASE 400 - DISCUSS				
	Printing	(Technical memos, meeting materials)	2000	$ 0.50	$ 1,000.00
	Large Format Printing	$3.00/SqFt	360	$ 3.00	$ 1,080.00
	Supplies (Engagement, Easel Pads, Markers, Post it Notes, etc.)	10 Events	6	$ 50.00	$ 300.00
	Mileage		2000	$ 0.70	$ 1,400.00
	Airfare		3	$ 550.00	$ 1,650.00
	Lodging		6	$ 250.00	$ 1,500.00
	Meals		48	$ 25.00	$ 1,200.00
	Subtotal				$ 8,130.00
	PHASE 500 - DOCUMENT				
	Printing	(Internal, public and final drafts, final plans, meeting materials)	7200	$ 0.50	$ 3,600.00
	Large Format Printing	$3.00/SqFt	300	$ 3.00	$ 900.00
	Supplies (Engagement, Easel Pads, Markers, Post it Notes, etc.)	7 events	7	$ 50.00	$ 350.00
	Mileage		3200	$ 0.70	$ 2,240.00
	Airfare		2	$ 550.00	$ 1,100.00
	Lodging		4	$ 250.00	$ 1,000.00
	Meals		36	$ 25.00	$ 900.00
	Subtotal				$ 10,090.00
	TOTAL				$ 65,438.00

EXHIBIT D

INSURANCE REQUIREMENTS

Including General Liability, Automobile, Workers' Compensation, and Professional Liability

General Requirements (Version dated December 2024)

1. All insurers shall be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers shall have an A.M. Best Company rating of at least A– Class VII.
3. Additional Insured. City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, umbrella liability, excess liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage. Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver. All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits. The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates. Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
   a. the effective date of the Contract
   b. the expiration date of any coverage
   c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.

11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

Insurance Requirements

The Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense, and for the duration of the Agreement including any warranty periods under which the Agreement are satisfied, the following:

Commercial General Liability

Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. For contracts involving vendor/contractor contact with minors or at risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements and listed on the certificate.

Minimum limits:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate (per project aggregate for construction contracts)
- $2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)

Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos).

Minimum limits:

- $1,000,000 each accident combined single limit
- If hazardous materials are transported, an MCS 90 form shall be included on the policy

Workers' Compensation

Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act and when such contractor or subcontractor provides an appropriate sole proprietor letter.

Employer's Liability with minimum limits:

- $100,000 Each Accident
- $100,000 Each Employee by Disease
- $500,000 Disease Aggregate

Professional Liability

Contractor/Vendor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following coverages:

- Limited Contractual Liability
- If coverage is Claims Made, a retroactive date prior to the inception of the work
- If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased

Minimum Limits:

- $1,000,000 Per Claim
- $2,000,000 General Aggregate

Deviations

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to RiskManagement@broomfield.org.

Certificate Holder/Certificate of Insurance (COI)

On all Certificates of Insurance the following shall be named an Additional Insured and included on the Certificate provided:

The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability, Excess Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.

City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020-2495
certificates@broomfield.org

City and County of Broomfield

City Council Regular Meeting

B. Resolution on Participation in the Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Action Items Item: 7B.

Presented By
Sharon Tessier, Housing Policy and Development Manager

Community Goals
☑ Thriving, Diverse, Safe and Welcoming Community

Overview

View Correspondence
View Presentation

Resolution 2025-114, approving participation for City and County of Broomfield in the Denver Regional Council of Governments (DRCOG)-led Regional Housing Needs Assessment to meet state compliance requirements while continuing local housing assessments to supplement regional planning efforts.

Attachments

Memo - DRCOG Regional Housing Needs Assessment
Resolution No. 2025-114

DRCOG Regional Housing Needs Assessment
Prepared By: Sharon Tessier - Housing Policy Manager

Summary

View Correspondence
View Presentation

The Denver Regional Council of Governments (DRCOG) recently demonstrated initiative with regard to the regional housing work in response to member governments' request for assistance in addressing housing matters on a regional level. The Denver Area Regional Housing Needs Assessment is its leadoff housing planning effort. A housing needs assessment uses data on key demographic factors, housing stock characteristics, market trends, and forecasted population and job growth to understand the number of housing units an area will need to produce to meet current and future housing needs over a specified planning period. The Needs Assessment will be followed by the development of a strategy that builds on the foundation the initial Needs Assessment provides. The Regional Housing Needs Assessment was reviewed and accepted by the DRCOG Board of Directors in October 2024 as a guide for future housing planning, strategy and action.

In May 2024, the State of Colorado passed Senate Bill 24-174 (SB24-174), known as the "Sustainable Affordable Housing Assistance" law. SB24-174 requires local governments to conduct a housing needs assessment, compliant with methodology and baseline components specified by the Department of Local Affairs (DOLA), by December 31, 2026. Local governments in the DRCOG region are able to use the Regional Housing Needs Assessment for compliance with SB24-174 if elected to participate.

Broomfield staff recommends participating in the Regional Housing Needs Assessment because it allows Broomfield to meet all compliance requirements with the state, thereby maximizing efficiency and minimizing administrative workload and expenses. In order to participate, Broomfield must hold a public meeting within a 60-day window between July 14 and September 12, 2025, and provide comments to DRCOG before September 12, 2025. Council review and opportunity for public comment on the Regional Housing Needs Analysis at the City Council meeting on August 26, 2025, will meet the requirement for Broomfield to hold a meeting during the public comment period.

Following review and presentation of the Regional Housing Needs Assessment, staff will collect comments provided during the public meeting and will submit these comments to DRCOG. After the conclusion of the comment period, DRCOG will submit the Regional Housing Needs Assessment along with the comments of each local government to DOLA.

Adoption of Resolution No. 2025-114 would approve the participation of the City and County of Broomfield in the Denver Regional Council of Governments Regional Housing Needs Assessment and will direct staff to formally submit comments as part of its comprehensive regional public engagement process.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Council and members of the public should share feedback on the DRCOG Regional Housing Needs Assessment.

Also, if Council desires to meet its SB 24-174 obligations by joining in DRCOG's Regional Housing Needs Assessment, the appropriate motion is...

That Resolution 2025-114 be adopted.

Alternatives

Do not participate in DRCOG's Regional Housing Needs Assessment. If Council desires to meet the requirements of SB24-174, then Broomfield will need to complete a Housing Needs Assessment that meets the requirements of SB 24-174 by December 31, 2026. This is not recommended by staff.

Background

Legislative Context

In May 2024, the State of Colorado passed Senate Bill 24-174 (SB24-174), known as the "Sustainable Affordable Housing Assistance" law. SB24-174 requires local governments to conduct a housing needs assessment, compliant with methodology and baseline components specified by the Department of Local Affairs (DOLA), by December 31, 2026. Local governments are exempt from the requirement to conduct a local housing needs assessment if they participate in a state-compliant regional housing needs assessment.

Denver Regional Council of Governments (DRCOG) followed the process outlined in the legislation and submitted the assessment to DOLA by the legislation's December 31, 2024, deadline. DOLA reviewed the assessment for compliance and issued notice in February 2025 that the assessment was conditionally approved for substantial compliance. The notice included specific guidance on modifications that would bring the assessment into full conformance, and DRCOG has completed those modifications. This allows local governments in the DRCOG region to use the Regional Housing Needs Assessment for compliance with SB24-174 if they choose to participate.

In November 2024, Broomfield staff submitted Broomfield's existing Housing Needs Assessment to DOLA to determine whether it could be used to meet the requirements of SB24-174. DOLA responded to Broomfield in early 2025 and recommended Broomfield utilize the DRCOG Regional Housing Needs Assessment to meet the requirements of SB24-174.

Broomfield staff recommends participating in the Regional Housing Needs Assessment because it allows Broomfield to meet all compliance requirements with the state, thereby maximizing efficiency and minimizing administrative workload and expenses. Utilizing the DRCOG Needs Assessment does not replace or in any way negate Broomfield's local Housing Needs Assessment. Both assessments provide housing data, market trends, and forecasts in regard to population growth and job growth at both the local and regional levels.

Currently, the town of Sheridan and cities of Westminster, Centennial, and Wheatridge, as well as Adams County, are all planning to participate in the DRCOG Regional Housing Needs Assessment.

To participate in the DRCOG Regional Housing Needs Assessment, Broomfield must hold a meeting within a 60-day window between July 14 and September 12, 2025, and provide comments to DRCOG before September 12, 2025.

If Broomfield does not participate in the DRCOG Regional Housing Needs Assessment, then Broomfield is required to conduct and publish a state-compliant housing needs assessment by December 31, 2026. The Broomfield Housing Needs Assessment, on its own, does not currently meet the state qualifications or requirements. Participation in the Regional Housing Needs Assessment through DRCOG does not preclude Broomfield from later pursuing its own state-compliant local housing needs assessment in the future, if we choose to do so. Broomfield will continue to update its Housing Needs Assessment every two to three years. At this time, the next update to the Broomfield Housing Needs Assessment is planned for 2026.

Purpose of Regional Housing Needs Assessment

The Denver region, which includes Broomfield, Aurora, Lakewood, Westminster, Thornton, and Centennial, has experienced a 17 percent increase in population over the last decade, without a proportionate increase in housing production. Vacancy rates have hit historic lows, and home prices have rapidly increased, with the median sale prices increasing 180% in the last decade, far surpassing the 55% increase in incomes over the same period. According to the Common Sense Institute Free Enterprise Competitiveness Housing Index, Colorado ranks 50th in competitiveness relative to the 49 states and the District of Columbia. The *Common Sense Institute Free Enterprise Competitiveness Housing Index* is a tool that measures how competitive each state is when it comes to housing—specifically, how well the housing market supports free enterprise, affordability, and economic growth.

Home prices and rents are out of reach for median income earners, with over half of renters contributing a disproportionate amount of income towards housing costs, thereby making renters cost - and severely cost-burdened. Both residents and local governments in the Denver area face a variety of issues as a result of this housing environment. In response to these pressing housing challenges, DRCOG's Board of Directors initiated a housing needs assessment for its member governments in 2023. A housing needs assessment identifies the amount of housing needed in a community to meet the demands of current and future residents across all income levels. It uses data on demographic factors, housing stock characteristics, market trends, and forecasted population growth to understand the number of homes an area will need to produce to meet current and future housing demand over a specified planning period.

For the Denver Area Regional Housing Needs Assessment, the specified period is between 2023 and 2050. A primary purpose of pursuing the housing needs assessment is to provide a data-driven foundation to inform housing strategy. Housing needs assessments offer a broad understanding of housing needs for people across the income spectrum and with different household characteristics, which allows for a more targeted and effective approach to meeting needs. Policy makers need to understand how much housing the region needs, where it is needed, and at which price points for both current and future populations in order to address overall housing supply and affordability challenges.

Denver Area's Regional Housing Needs Assessment

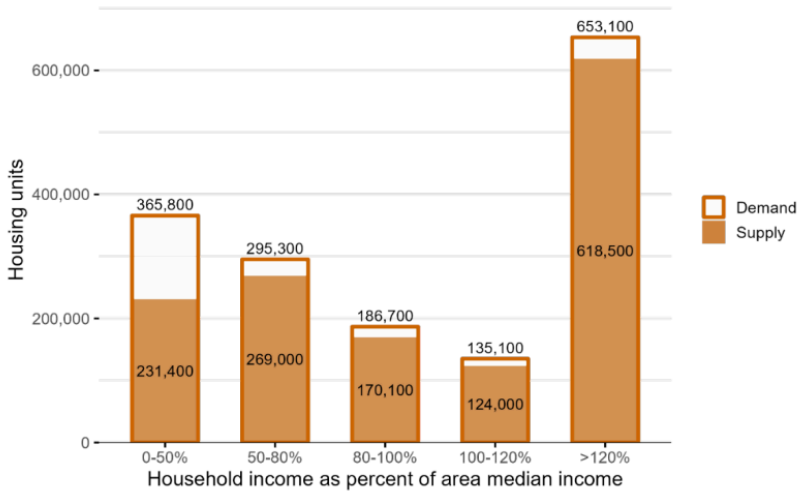
The development of the Denver Area Regional Housing Needs Assessment included two distinct endeavors. The first was an analysis of regional data to identify gaps in housing supply and affordability across income levels and household types. The second consisted of extensive engagement with stakeholders across various housing sectors to identify systemic barriers to developing housing. Throughout the development of the Regional Housing Needs Assessment, DRCOG collaborated closely with local government officials, housing developers, community organizations, advocates, finance professionals, and economists.

DRCOG Regional Housing Needs Analysis Information and Resources:

- Regional Housing Needs Assessment
- Appendix B. Regional Housing Trends
- Appendix C. Regional Housing Needs Assessment Technical Methodology
- Appendix D: Barriers to Housing Production
- Regional Housing Needs Assessment Stakeholder Engagement Summary
- Regional Housing Needs Assessment Dashboard

The analysis for the overall region revealed the following:

- Despite periodic building booms, the region has not produced enough housing to keep pace with population and job growth.
- Housing supply is less than the demand in every household income category. Low-income households (up to 50% of Area Median Income) represent the greatest need for additional housing. (See the "Regional Housing Need by Income" chart below).
- Aging populations and smaller household trends will require more diverse housing types.
- Housing types and affordability are unevenly distributed across the region and across local communities. For example, in the Denver region, 500,000 homes are needed to address current and future needs across the income spectrum by 2050.
- Of the 500,000 homes, 223,000 homes are needed by 2032. See the "Total Regional Housing Need" graph below



Regional Housing Need by Income

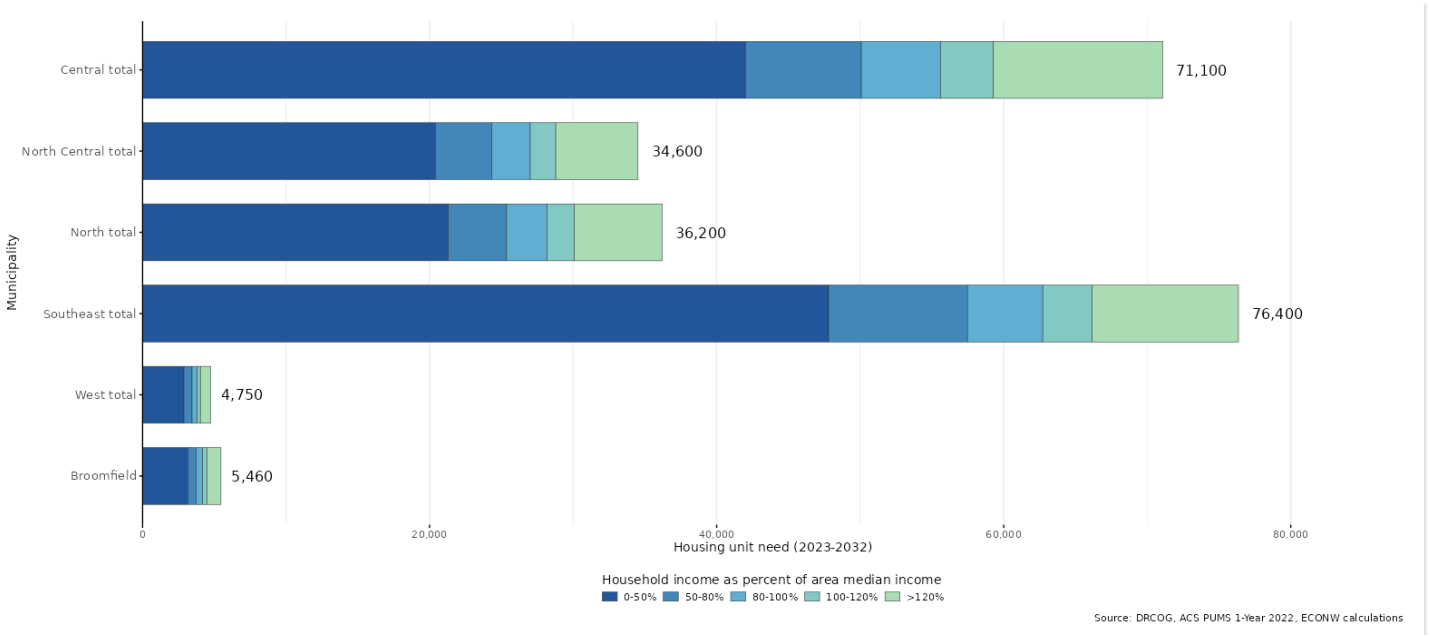
The orange outline of these bars represents the 10-year demand for housing by income level, while the shaded area presents the region's current supply of housing affordable to each income level. The gap in each bar represents the region's housing need.

The regional analysis broke the overall area into five submarkets. Broomfield is included in the North submarket.

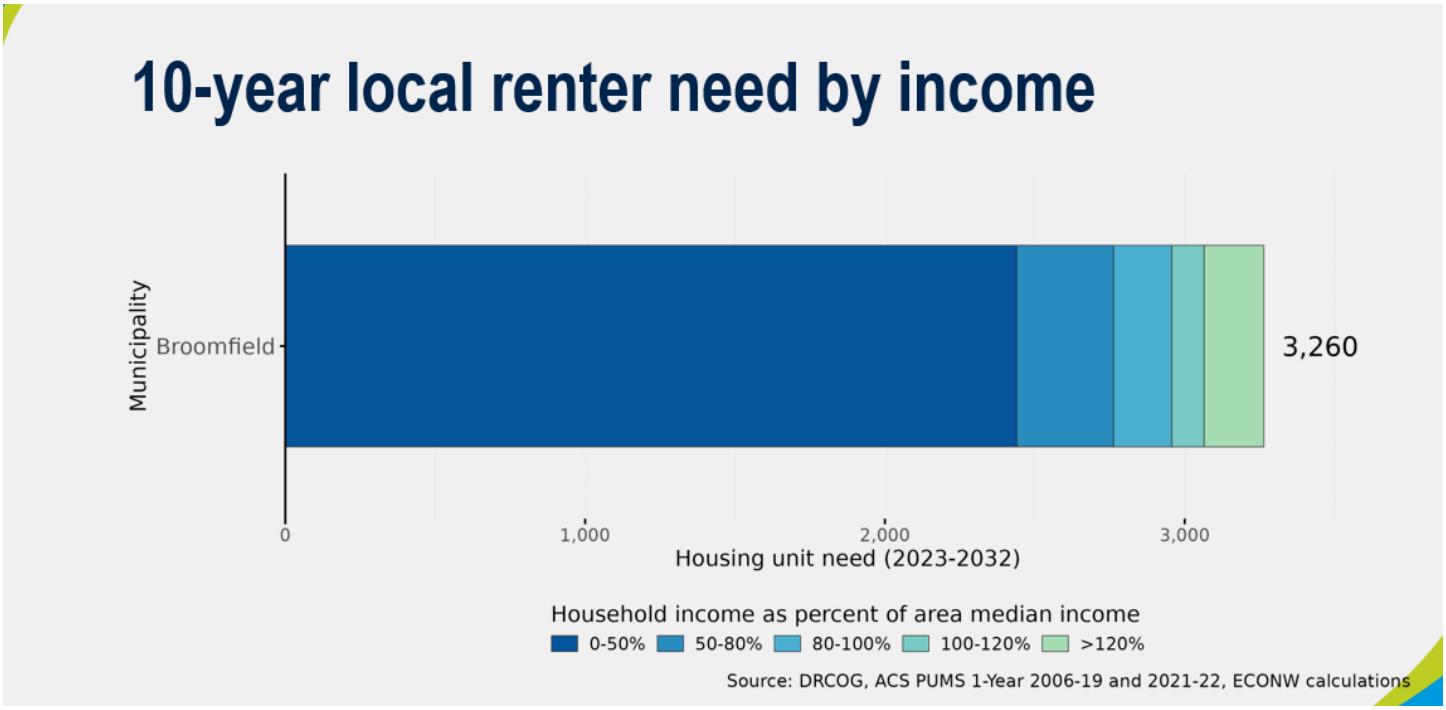
The next table is Broomfield's specific data representing the microcosm of the entire region and includes both renters and homeowners. All tables can be accessed through the DRCOG Regional Housing Needs

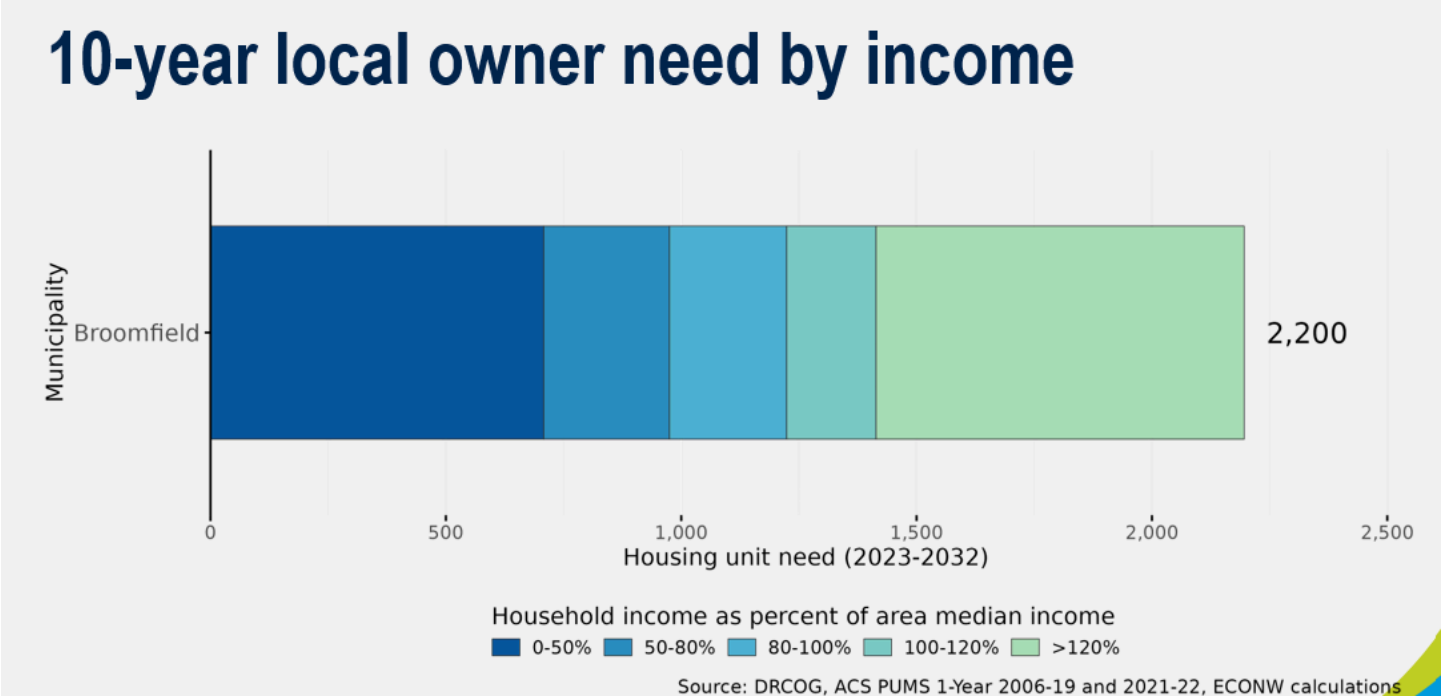
Assessment slide deck. Additionally, the Regional Housing Needs Assessment Dashboard can also be used to access the Needs Assessment data for other sub-regions or counties.

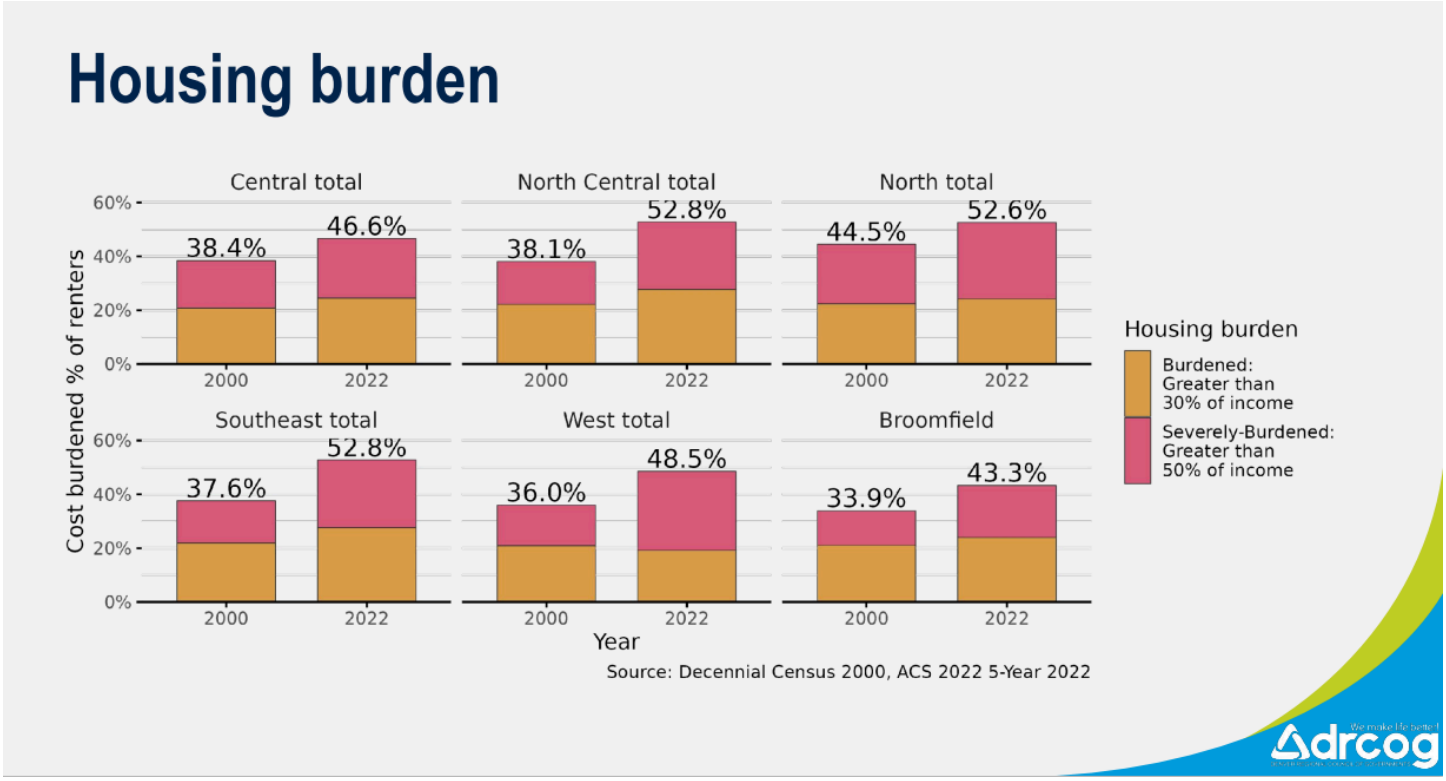
The graph below illustrates the total housing needs between 2023 to 2032 for the five submarkets and Broomfield specifically. The analysis indicates that the North submarket as a whole will need over 36,000 more homes with the greatest demand among households earning up to 50% of area median income. Within that, the analysis indicated 5,460 for-sale and rental homes are specifically needed in Broomfield during this period.



Next Two Tables highlight Broomfield's specific needs by income for both renters and homeowners.
Renter







For Broomfield, the largest drivers of housing need are for the current and future population growth (29%) and future jobs (26%), followed by future transit access (25%). The data suggests Broomfield faces significant housing challenges, particularly around rental affordability for households earning up to 80% AMI ($78,480), while also needing to accommodate substantial population and job growth over the next decade.

DRCOG's engagement efforts with local government staff, lending and investment institutions, developers, professional associations, state and regional agencies, consultants, infrastructure/utility providers, and advocacy organizations included discussions on increasing housing supply. According to the Needs Assessment, the primary identified barriers to addressing housing needs within the overall region fall into five categories: 1. Land use and zoning, 2. Infrastructure 3. Development costs 4. market factors, 5. Funding and finance. A detailed description of the barriers are located in DRCOG's Appendix D

The Regional Housing Needs Assessment calculated the housing need for the Denver region and distributed the need to individual municipalities based on population, employment, transportation, and housing data. Housing markets are regional, and the methodology and data analysis reflect the regional approach. Understanding each municipality's housing needs is essential because housing policy is often developed and implemented at the local level of government. These numbers provide decision-makers with a better understanding of the scale and scope of the region's housing needs so they can make informed decisions about housing strategy in their community.

Conclusion

Broomfield, like the rest of the region, shows consistent burden in rent costs for those earning up to 80% AMI, and for-sale housing prices outpacing wage growth by more than double.

From a development perspective, Broomfield's challenge is managing the transition from its historic single-family residential growth patterns to accommodate housing diversification. With the highest concentration of single-family detached homes in the region (~60%), Broomfield could focus on strategically adding density and variety (townhomes, condos, small multi-family, ADUs, and other housing types) to meet the 5,460-unit need over the next decade to serve households across the income spectrum.

Alignment with Broomfield's Local Housing Needs Assessment

The Broomfield Housing Needs Assessment Update in 2023 showed similar findings in the areas outlined in DRCOG's study, with the following common themes:

The existence of an increasingly larger gap in diverse housing types to accommodate diverse community needs

Home prices and mortgage rates remain historically high

Homeownership requires nearly double the work. From 2015 to 2023, the monthly hours needed to afford a mortgage rose from 50 to 97. (Double, rather than single, income-earner homes are more common)

While both studies show significant levels of cost-burdened renters, the DRCOG Assessment indicated 43.4% of Broomfield renters were cost-burdened, and the Broomfield Housing Needs Assessment reported a slightly different statistic, stating 50% of renters in Broomfield earning up to 80% AMI are cost-burdened.

Broomfield's older adult population appears to be outpacing the region, making seniors the fastest-growing population experiencing housing insecurity and homelessness.

> The preservation of deed-restricted homes that will soon be expiring and the naturally occurring affordable housing (NOAH) demands regional efforts and innovative funding solutions to maintain affordability.

Broomfield is expected to update their housing needs assessment in 2026, and at that time, staff will do a comparison study between the update and DRCOG's report. Additionally, Broomfield staff will continue to be in contact with DRCOG to monitor the data. Broomfield staff recognize slight differences in data, mostly due to when the studies were completed. The main trends and concerns remain consistent throughout the region, with each municipality prioritizing its unique needs through distinct approaches.

Next Steps

Broomfield staff will present the Regional Housing Needs Assessment at the City Council meeting August 26, 2025. Staff shall provide a summary of the meeting information, including comments received during the meeting to DRCOG prior to September 12.

RESOLUTION NO. 2025-114

Approving Broomfield's participation in the Denver Regional Council of Governments Regional Housing Needs Assessment and directing staff to submit comments

Recitals.

Whereas, in response to a 17% increase in population and a significant decrease in housing production; the State Legislature passed Senate Bill 24-174 (SB24-174), known as the "Sustainable Affordable Housing Assistance" law, requiring local government to conduct local housing needs assessments compliant with methodology and baseline components specified by the Department of Local Affairs (DOLA) by December 31, 2026; and

Whereas, SB 24-174 allows local governments to be exempt from the requirement to conduct a local housing needs assessment if they participate in a state-compliant regional housing needs assessment, and

Whereas, Denver Regional Council of Government (DRCOG) followed the process outlined in the legislation for a regional assessment and submitted the assessment to DOLA by the legislation's December 31, 2024 deadline; and

Whereas, DOLA reviewed the assessment for compliance and issued notice in February 2025 that the assessment was conditionally approved for substantial compliance with specific guidance on modifications that would bring the assessment into full conformance, and

Whereas, DRCOG has completed those modifications with two distinct endeavors which included analysis of regional data to identify gaps in housing supply and affordability across income levels and housing types and the second is extensive engagement with partners across various housing sectors to identify systemic barriers to developing housing; and

Whereas, the City and County of Broomfield seeks to participate in the DRCOG Housing Needs Assessment; and

Whereas, in November 2024, Broomfield staff submitted Broomfield's existing Housing Needs Assessment to DOLA to determine whether it could be used to meet the requirements of SB24-174; DOLA responded to Broomfield in early 2025 and recommended Broomfield utilize the DRCOG Regional Housing Needs Assessment to meet the requirements of SB24-174.

Whereas, the City and County of Broomfield will still update its housing needs assessments every three to five years to ensure local data stays current and relevant to Broomfield, which Broomfield Housing Needs Assessment can act as a supplemental tool to inform the Regional Housing Needs Assessment

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

Section 1.

A. The participation of the City and County of Broomfield in the Denver Regional Council of Governments Regional Housing Needs Assessment is hereby approved.

B. Staff is directed to formally submit the comments obtained during the Public Hearing on the Needs Assessment held on August 26, 2025 to DRCOG as part of its comprehensive regional public engagement process.

C. Staff is directed to take all necessary actions not inconsistent with this resolution to ensure the City and County of Broomfield fulfills its responsibilities under Colorado Senate Bill SB 24-174, and not inconsistent with this resolution.

Approved by City Council on Tuesday, August 26, 2026.

The City and County of Broomfield, Colorado

_____

Mayor

Attest:

_____

Office of the City and County Clerk

Approved as to form:

_____

City and County Attorney

City and County of Broomfield

City Council Regular Meeting

C. Public Hearing Ordinance Approving Civil Enforcement in Municipal Court -Second Reading

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Action Items Item: 7C.

Presented By
Nancy Rodgers, City and County Attorney

Community Goals

Overview

View Correspondence
View Presentation

Ordinance 2271 proposes to set forth an administrative process and penalty for low level property, animal and marijuana and paraphernalia violations. Currently, these tickets must go through the typical criminal, Municipal Court process. This administrative process is more efficient and straightforward for both staff and residents.

Attachments

Memo - Proposed Ordinance No. 2271 Approving Civil Administrative Enforcement System in Municipal Court - 2nd Reading.pdf

Ordinance 2271 Approving Civil Administrative Enforcement in Municipal Court (1).pdf

Proposed Ordinance No. 2271 Approving Civil Enforcement in Municipal Court - 2nd Reading
Prepared By: Courtney Thiemann, Senior Attorney; Brandon Murray, Code Compliance Supervisor

Summary

View Correspondence
View Presentation

Ordinance 2271 proposes to set forth an administrative process and penalty for low level property, animal and marijuana and paraphernalia violations. Currently, these tickets must go through the typical criminal, Municipal Court process. This administrative process is more efficient and straightforward for both staff and residents.

The primary enforcement mechanism for violations of the Broomfield Municipal Code is the issuance of a summons and complaint into Municipal Court with a mandatory court appearance for the violator and access to the procedures required by criminal law. Many of the code provisions in Broomfield's local laws can be more efficiently addressed outside of the criminal municipal court system and instead through a civil administrative enforcement system. This modification in process and penalties is more efficient for residents and is crafted to obtain quicker compliance. This proposed civil administrative enforcement system is supported by the animal and code divisions of the Police Department, the prosecution division of the City and County Attorney's Office and the Municipal Court.

Financial Considerations

Staff does not believe this Code amendment will have any significant fiscal impact on revenue or expenses. This change is not being proposed as a revenue generator, and it would be speculative to try to estimate what additional revenue, if any, would result from this ordinance. All expenses with implementing this process can be handled by current staff.

Prior Council or Other Entity Actions

July 22, 2025 - Council approved first reading of Ordinance 2271

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to adopt the proposed ordinance, the appropriate motion is...

That Ordinance No. 2271 be adopted on second and final reading and ordered published.

Alternatives

City Council can reject the concept of a civil administrative enforcement system and continue to address code violations in the current system. City Council can choose to accept some, but not all drafted code provisions into a civil administrative enforcement system.

Detailed Discussion

The Broomfield Municipal Code (B.M.C) sets forth the local laws that the public must comply with. The primary tool that the City has to enforce these rules is a summons and complaint into Municipal Court with a mandatory court appearance. As the Broomfield Municipal Code is currently structured, legal enforcement

of most code violations must proceed through the Municipal Court within the process and procedures set up to enforce criminal law violations.

There are code provisions included in the Broomfield Municipal Code that define the laws for how residents maintain their property and control their animals. Examples of these provisions include:

- requiring dogs to be walked on leash (6-12-010 -Running at large prohibited),
- requiring weeds be kept under eight inches in height (8-08-040 Unlawful growth),
- prohibiting the storage of junk vehicles on residential property (8-20-020 Junk Vehicles), and
- prohibiting encroachments from impeding motor vehicle or pedestrian traffic (12-08-020 Limitations).

These code provisions are important to the community and violations of these provisions should be addressed. The philosophy of the Broomfield Police Department's Code and Animal Services divisions is to educate Broomfield residents and obtain voluntary compliance. This can include a reasonable amount of time to correct violations when appropriate. This strategy is effective in the vast majority of cases. However, when there is no compliance with the code after time and/or information is provided, currently the only option to hold the resident accountable and force compliance is the issuance of a summons and complaint into the municipal court criminal justice system.

Proposed Civil Administrative Enforcement System

The proposed ordinance creates an alternative to the municipal court criminal justice system: a civil administrative enforcement system that provides the violator a quick option to pay the set fine and close the matter. Working with the Police Department and the Municipal Court, the City and County Attorney's Office has created a list of code violations that would benefit from a civil administrative enforcement system. With this option, a resident who violates one of the code provisions included in this ordinance can be served a civil administrative citation for the violations with a set fine for the individual to pay. Those violations are:

- Violations of 6-12-010 - Animals running at large;
- Violations of 6-12-070 – Dead animals; disposal; owner notified;
- Violations of 6-12-080 - Disturbing the peace;
- Violations of 6-12-090 - Confinement during estrus;
- Violations of 6-28-010 - Sanitation;
- Violations of chapter 8-08 - Weeds and Rubbish;
- Violations of chapter 8-20 - Junk Vehicles, Repair of Vehicles;
- Violations of chapter 9-19 - Marijuana and Drug Paraphernalia;
- Violations of chapter 9-49-060 - Removal of graffiti required;
- Violations of chapter 9-80-020(A) - Violations (Open containers);
- Violations of chapter 10-06 - Residential Parking Permits;
- Violations of chapter 10-12 - Oversized and Commercial Vehicles;
- Violations of chapter 12-04 - General Provisions (Sidewalks);
- Violations of chapter 12-08 - Encroachments;
- Violations of chapter 12-20 - Street Numbers and Names;
- Violations of chapter 17-32-080 - Off-street parking and additional parking surface requirements;
- Violations of 17-34-070 - Storage containers.

The proposed ordinance creates a civil administrative enforcement system that provides the violator a quick option to pay the set fine and close the matter.

Appeals and Default Judgment

The ordinance also provides a process and procedure for people who would like to appeal the summons and complaint and be heard in Court through a simplified hearing procedure. Additionally, the ordinance sets forth the ability for the Municipal Court Judge to impose a default judgement against violators who refuse to pay their fine and against violators who appeal their summons and complaint but then fail to appear for a scheduled appeal hearing. This default judgement provision prevents cases from remaining indefinitely in the Court system. It also avoids issuing a warrant for the failure to appear by a violator (which may happen if handled through a summons and complaint into the criminal court system). Parts of this administrative process, such as the default judgments, are similar to the procedure that Broomfield currently applies to traffic infractions.

$1,000 Maximum Cap on Fines

The proposed ordinance is drafted to preserve the discretion of the Court. As proposed, the ordinance includes a cap on fines of $1,000, but does not include a fine schedule for violations. Rather, the Presiding Municipal Judge has the authority to determine and publish a fine schedule that does not exceed the cap or any amount that Council has set by ordinance.

Criminal Summons Remain An Option for Police Officers

The proposed ordinance is drafted to also preserve the discretion of the Police Department. The ordinance does not mandate that this administrative civil process and penalty be used for any individual animal or property offense. Violations that create unique public safety concerns or repeated violations may not be appropriate for this administrative process and penalty (e.g. continued violations of disturbing the peace with a barking dog after multiple administrative fines may require a criminal summons and complaint with a mandatory court appearance). This ordinance leaves open the option of writing a summons and complaint with a mandatory appearance into municipal court for any of the listed animal or property violations.

Acknowledging that this ordinance now creates a simple fine option for the violations included, the ordinance also amends the possible penalties for animal violation cases that are ultimately written into the municipal court on a mandatory appearance based on aggravated factors or repeated violations. Violators who meet these criteria have either a violation that is aggravated beyond the typical violation or have shown that a minor fine will not deter their actions (or inactions). With this in mind, the ordinance amends the possible fine for animal code violations charged outside of the administrative process penalty to include the amount allowed in the general penalties provision of the Broomfield Municipal Code, 1-12, which is up to a $2650 fine. The actual amount imposed is ultimately a decision made by the judge at sentencing.

Marijuana and Drug Paraphernalia Violations are currently civil violations with a $100 fine cap

Included in the list of offenses in this ordinance are the code provisions addressing possession of marijuana and drug paraphernalia. These violations are civil violations of the Broomfield Municipal Code and bring a maximum possible penalty of a $100.00 fine. Although these offenses are of a different character than the others included in this proposed ordinance, allowing for the police department and courts to address these violations under this civil administrative enforcement system makes sense given the minor possible penalty and civil nature of the violation. The proposed ordinance does recognize the need for a different response to these violations when the behavior is that of a juvenile thus, the proposed ordinance does not change the required mandatory appearance for juveniles who violate marijuana and drug paraphernalia code provisions.

Delayed Effective Date

Proposed ordinance 2271, if approved, would go into effect September 30, 2025. This one month delay in effective date will give the time needed for the Police Department to prepare the civil citation form and educate patrol officers on the new system. Additionally this will give the Municipal Court the time needed to implement a process for civil citation payments and appeals.

Conclusion

Proposed ordinance 2271 is drafted to fit into the Police Department's Code Compliance and Animal Service Divisions' philosophy of obtaining efficient compliance with property and animal violations of the code. The ordinance creates an administrative process for civil penalties of minor code violations that is crafted to allow for efficient enforcement of the code, promote voluntary compliance with the code, and create a cost and time effective tool for addressing violations that are not timely corrected. This process:

- avoids prolonging the case for an additional six weeks (the typical amount of time between a criminal summons and complaint and an appearance in court),
- avoids a mandatory court appearance for the individual,
- avoids, in many cases, the violation turning into a criminal offense, and
- promotes more efficient compliance, which is the ultimate goal.

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2271

An ordinance creating an administrative process allowing civil penalties for certain code violations

Be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

Chapter 1-13 Administrative Process and Civil Penalties for Code Violations

1-13-010 - Purpose and applicability.

(A) The purpose of this article is to promote the public health, safety, and welfare by establishing processes and methods to encourage compliance with certain provisions of the Broomfield Municipal Code and by providing for administratively imposed civil penalties and an opportunity for a prompt hearing, appeal, and decision as to code violations.

(B) This article defines: (1) the administrative process through the municipal court when a notice of violation is issued pursuant to this article as an alternative to prosecution in the municipal court for any alleged violation of the Broomfield Municipal Code; and (2) the process for appeals pursuant to chapter of this code.

1-13-020 - Definitions.

(A) ***Appellant*** **means a responsible party who is appealing an administrative citation pursuant to this chapter.**

(B) ***Enforcement Officer*** **includes an employee of the City and County of Broomfield who, as a part of, in the course of, or in connection with his or her duties as such employee, has or shall have any responsibility for or in connection with the execution, administration, or enforcement of all or any part of the Broomfield Municipal Code.**

(C) ***Responsible Party*** **means a person or entity who has committed, assisted, or allowed all or part of a code violation. In the case of code violations pertaining to real property, the responsible party may also include firms, partnerships, corporations, the owner, occupant, lessor or tenant, or an individual or entity who, acting as an agent for or in any other legal capacity on behalf of the owner, has**

authority over property subject to a notice of code violation or administrative citation issued pursuant to this article.

1-13-030 - Applicable provisions of the Municipal Code.

The following violations of the Municipal Code may be issued a civil penalty pursuant to this chapter 1-13. The reference code provisions are as stated or as they may be amended from time to time.

(A) Violations of 6-12-010 - Animals running at large;

(B) Violations of 6-12-070 – Dead animals; disposal; owner notified;

(C) Violations of 6-12-080 - Disturbing the peace;

(D) Violations of 6-12-090 - Confinement during estrus;

(E) Violations of 6-28-010 - Sanitation;

(F) Violations of chapter 8-08 - Weeds and Rubbish;

(G) Violations of chapter 8-20 - Junk Vehicles, Repair of Vehicles;

(H) Violations of chapter 9-19 - Marijuana and Drug Paraphernalia;

(I) Violations of chapter 9-49-060 - Removal of graffiti required;

(J) Violations of chapter 9-80-020(A) - Violations (Open containers);

(K) Violations of chapter 10-06 - Residential Parking Permits;

(L) Violations of chapter 10-12 - Oversized and Commercial Vehicles;

(M) Violations of chapter 12-04 - General Provisions (Sidewalks);

(N) Violations of chapter 12-08 - Encroachments;

(O) Violations of chapter 12-20 - Street Numbers and Names;

(P) Violations of chapter 17-32-080 - Off-street parking and additional parking surface requirements;

(Q) Violations of 17-34-070 - Storage containers.

1-13-040 - Administrative citation.

(A) An enforcement officer may issue an administrative citation for a violation of the Broomfield Municipal Code imposing civil penalties as set forth in this chapter.

(B) The administrative citation shall:

(1) If applicable, identify the real property in violation by address or legal description;

(2) If notice of violation was required, include the date notice of violation was provided to the Responsible Party;

(3) State the code provision violated, describe the basic facts constituting the violation, the known date(s) of the violation, and unless no notice of violation was required, advise that the party failed to correct the code violation in accordance with the notice of violation;

(4) State the amount of civil penalty imposed for the code violation which shall include court costs;

(5) Explain how and when the civil penalty must be paid and the consequences for failing to do so;

(6) Describe the procedures and deadline to appeal an administrative citation and consequences for failing to do so;

(7) Include the signature of the Enforcement Officer.

(C) The administrative citation shall be served on the Responsible Party as follows:

(1) The Enforcement Officer shall attempt to serve the administrative citation personally on the Responsible Party if possible. If the Responsible Party is not located and the code violation occurred on private property or on property for which the Responsible Party has responsibility, a copy of the administrative citation shall be posted in a conspicuous place on the property.

(2) If the Enforcement Officer is unable to serve the administrative citation personally on the Responsible Party, the administrative citation shall be sent via first class mail to the Responsible Party. In the case of a violation occurring on private property where the owner of such property is a Responsible Party, the administrative citation shall be sent to the address shown in Broomfield County Assessor's office records. In the case of a violation occurring on property for which the Responsible Party is not the owner, the administrative citation shall be sent to the most recent mailing address available to the city for that responsible party.

(3) The administrative citation shall be deemed served on the date of receipt by the responsible party if personally served, or, if served solely via first class mail, five business days after the date on which the administrative citation was mailed.

1-13-050 - Administrative citation appeal and hearing procedures.

A Responsible Party issued an administrative citation may appeal it by submitting a notice of appeal pursuant to this section. An Appellant shall only have the appeal rights granted in this section.

(A) A notice of appeal, together with the processing fee set forth by the Municipal Court, shall be submitted in person or submitted via an online form or other online process made available by the Municipal Court Clerk or sent first class mail to the Broomfield Municipal Court Clerk, within fourteen calendar days from the date of service of the administrative citation. Compliance with this time limit shall be a jurisdictional prerequisite to any appeal brought under this section. Failure to comply with such time limit shall be deemed to waive the right to a hearing and the adjudication of the issues related to the hearing.

(B) A notice of appeal shall be in writing and shall contain the following:

(1) The reasons the Appellant believes the administrative citation fails to allege a code violation, lacks a proper factual basis for the alleged code violation, or is otherwise contrary to the Broomfield Municipal Code;

(2) The name, address, e-mail address and telephone number of the Appellant. If the Appellant will be represented by another person, the notice of appeal shall also include the name, address and telephone number of the representative; and

(3) The signature of the Appellant, legal representative or corporate agent, as applicable.

(C) Within seven business days of receiving a notice of appeal submitted in accordance with this section, the Broomfield Municipal Court Clerk shall schedule a date, time and location for a hearing before the Broomfield Municipal Judge.

(D) Written notice of the date, time and location of the hearing shall be sent via e-mail and first class mail to the Appellant or their representative at least ten calendar days prior to the date of the hearing, using the addresses provided by the Responsible Party in their notice of appeal.

(E) An Appellant who fails to appear at the hearing is deemed to waive the right to a hearing and the adjudication of the issues raised in the notice of appeal, provided that notice of the hearing was served in accordance with subsection (e) of this section.

(F) The Municipal Court Judge shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence, except that only relevant evidence may be admitted and a decision and order shall not be based solely on hearsay evidence. The scope of the hearing shall be limited to the issues raised in the notice of appeal. The standard of proof to be used by the Municipal Court

Judge in deciding the issues at the hearing shall be by a preponderance of the evidence, which the city shall bear.

1-13-060 - Civil penalties.

(A) A Responsible Party issued an administrative citation is subject to civil penalties as set forth in a judicial order issued by the Chief Judge of the Broomfield Municipal Court which may be up to a $1000.00 fine.

(B) Default judgment: the Court shall enter judgment by default against a Responsible Party who is issued an administrative citation with a set fine who fails to timely pay the fine for the offense, or fails to timely appeal, or fails to appear in the Municipal Court on a hearing on the citation.

(C) The Municipal Court may set aside a judgment entered under subsection (B) of this section on a showing of good cause or excusable neglect by the defendant, or a showing that the court did not have jurisdiction over the subject matter of the code violation or over the person of the violator. The Municipal Court shall have no jurisdiction to set aside a judgment unless a motion has been filed with the Broomfield Municipal Court Clerk within seven calendar days after entry of the judgment.

(D) Alternative enforcement action: Nothing in this article shall be construed to require that any violations be addressed through the process established in this article as a prerequisite to pursuing the violation as a criminal offense in municipal court; or to require that any violations be addressed through the process established in this article as a prerequisite to pursuing the violation as an offense with a mandatory appearance in municipal court; or to apply to or require the application of the process established in this article prior to the revocation or suspension of any permit or license issued pursuant to law.

Section 2.

Chapter 6-12 - Animals Running at Large; Strays; Impoundment; Disturbing the Peace

6-12-080 - Disturbing the peace prohibited.

(A) It is unlawful for any animal owner or for any person in charge of any animal to own, keep, or have in his or her possession such an animal which disturbs the peace and quiet of any person or neighborhood by barking, fighting, howling, crying, or emitting any other similar sound.

(B) No summons and complaint shall be issued nor shall there be a conviction **or penalty assessment** for a violation of this section unless there are at least two or more complaining witnesses from separate households who shall have signed such complaint and shall **be willing and available to testify at a hearing or trial** ~~have testified at~~

~~trial~~. An animal control officer or police officer who has personally investigated the complaint of a single complainant and observed the behavior of the animal complained of, with regard to its barking, fighting, howling, crying, or similar sound, may satisfy the requirement for the second complaining witness and may testify to his or her observations at **hearing or** trial.

(C) This section shall not apply to an animal control officer in the performance of his or her duties nor to veterinary hospitals.

Section 3.

Updating the possible penalty for criminal violations of the animal code to allow for a fine amount greater than the civil administrative penalties.

6-52-010 - Violation; penalty.

(A) Any person violating any of the provisions of chapter 6-20 or 6-32, B.M.C. shall be deemed guilty of a misdemeanor, and such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any such violation is committed, continued, or permitted, and upon conviction, such person shall be punishable as provided in chapter 1-12, B.M.C.

(B) Any person convicted of violating any other provisions of this title shall be punishable by a fine ~~of not more than $500.00 per violation~~ **as provided in 1-12, B.M.C.**

Section 4.

Clarifying fines for marajuana and paraphernalia offenses follow the procedures set forth in the civil penalty provisions of the municipal code.

9-19-040 - Penalty for violation.

(A) Violations of section 9-19-020 or subsections (E), (F), or (G) of section 9-19-030, B.M.C., shall be punishable by a fine not to exceed $100.00 **that is pursuant to the administrative process set forth in chapter 1-13, B.M.C.**

(B) Violations of section 9-19-020 or subsections (E), (F), or (G) of section 9-19-030, B.M.C. committed by a juvenile are not subject to chapter 1-13 B.M.C. and shall be a mandatory court appearance.

Section 5.

This ordinance is effective September 30, 2025..

Introduced and approved after first reading on July 22, 2025, and ordered published in full.

Introduced a second time and approved on August 26,2025, and ordered published.

The City and County of Broomfield, Colorado

_____

Mayor

Attest:

_____

Office of the City and County Clerk

Approved as to form:

NCR

_____

City and County Attorney

City and County of Broomfield

City Council Regular Meeting

D. Ordinance Transferring Licensing Responsibilities for All Trash Hauler Licenses from the City Council to the Clerk's Office - First Reading

Meeting	Agenda Group
Tuesday, August 26, 2025, 6:00 PM	Action Items Item: 7D.

Presented By
Crystal Clemens, City Clerk

Community Goals

Overview

View Correspondence
View Presentation

City Council has been hearing matters related to the issuance of individual trash hauler licenses since the passage of Ordinance 18 on July 23, 1962. In response to Council's comments earlier this year, staff has prepared Ordinance No. 2272 to streamline the individual trash hauler licensing process by transferring approval authority from City Council to the City and County Clerk's Office, and transferring revocation authority from City Council to the Local Licensing Authority.

Attachments

Memo for transferring trash hauler licensing to the City and County Clerk's Office.pdf
Ordinance 2272 .pdf

Memo for transferring trash hauler licensing to the City and County Clerk's Office
Prepared By: Crystal Clemens, City and County Clerk and Recorder and Joel Heiny, Assistant City and County Attorney

Summary

View Correspondence
View Presentation

City Council has been hearing matters related to individual trash hauler licenses since the passage of Ordinance 18 on July 23, 1962. Chapter 8-04 of the Broomfield Municipal Code (B.M.C.) outlines the application and license requirements.

Under this current process the City Clerk's office contacts the references listed in the application materials. This is done to determine if there are any issues of concern with regard the Applicant's character or the character of the Applicant's officers or directors since "a license shall be denied on the basis of applicant's character as it may be relevant to likely compliance with B.M.C Chapter 8-04 or if the City Council determines that licenses granted for a particular locality are adequate for the reasonable needs of the community" (Section 8-04-110, B.M.C.). Once the Clerk's office has verified there are no concerns, the request for a license is brought forward to the City Council meeting for consideration.

In response to Council's comments during prior consideration of licenses earlier this year, staff has prepared Ordinance No. 2272 to streamline the individual trash hauler licensing process by transferring approval authority from City Council to the City and County Clerk's Office, and transferring revocation authority from City Council to the Local Licensing Authority. The Clerk's office would remain responsible for following the application and licensing requirements of 8-04, including checking references as currently done.

This administrative change will improve operational efficiency while maintaining appropriate review of the license requests. Additionally, the ordinance modifies the fee structure by removing the specific fee amount from the municipal code and instead authorizing the City and County Manager or designee to establish fees through administrative action. This revision provides the necessary flexibility to adjust fees in response to changing operational costs and market conditions without requiring future code amendments, thereby reducing administrative burden while ensuring fees remain appropriate and current.

This ordinance pertains to separate hauler licenses granted to businesses seeking to operate in Broomfield. It is unrelated to Waste Connections, the city's contracted waste hauler.

Financial Considerations

There are no additional costs to change the approval process for the trash hauler licensing, as the City and County Clerk's Office currently processes all applications and licensing for trash haulers. If a license must be presented to a Local Licensing Authority Hearing Officer for revocation, there will be a cost associated with the hearing officer. Revocation of a license occurs very rarely with staff unable to locate record of a prior revocation being processed within the last 10 years.

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve Ordinance No. 2272 the appropriate motion is…

That Ordinance No. 2272 be approved on first reading and ordinance published in full with public hearing and second reading to be held September 9, 2025.

Alternatives

Do not approve Ordinance No. 2272. Licenses will continue to be brought to City Council for final review and approval.

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2272

An ordinance transferring licensing responsibilities for all trash hauler licenses from the City Council to the City and County Clerk's Office

Be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

Section 8-04-030 - License; required; application is hereby amended as follows:

8-04-030 - License; required; application.

(A) No person ~~shall~~ **may** engage in the business of collecting trash, rubbish, or garbage within the city without first ~~making application to~~ **receiving a license from** the city clerk**.** ~~for a license. Each application shall contain the following information:~~

~~**(1)** Name, address, and phone number;~~

~~**(2)** Doing business as;~~

~~**(3)** Number and description (weight, model, type, capacity, etc.) of vehicles used;~~

~~**(4)** Number of employees;~~

~~**(5)** Experience;~~

~~**(6)** Site of disposal of trash and waste material; and~~

~~**(7)** Applicant shall submit rate schedule with application and shall advise the city of any change in rates within thirty days after making such changes.~~

(B) Each application for a license must be submitted on a form supplied by the city clerk. All applications must be accompanied by the payment in full of the first year's fee.

(C) Upon receipt of a completed application for a license and all required fees, the city clerk must issue a license, unless one or more of the following basis for denial exists:

(1) The information presented in the application is incomplete, inaccurate, or false;

(2) The applicant has had a license issued under this chapter revoked within one year immediately preceding the filing of the application;

(3) The character of the applicant or its officers or directors is such that a violation of any provisions of this chapter is likely to result if a license is granted; or

(4) Licenses already granted for the particular locality are adequate for the reasonable needs of the community.

(D) If the city clerk denies the application for a license, it must notify the applicant in writing by electronic mail or by first class U.S. mail to the address shown on the application. The notice must include the grounds for denial. Notice is deemed to have been given upon the sending of the electronic mail or upon deposit in the U.S. mail.

(E) Any appeal of a denial of an application must be made to the local licensing authority within ten days of the date of the notice of denial through a written document filed with the city clerk. The local licensing authority must set a time and place for a hearing on such appeal and notice of the hearing must be given to the applicant.

Section 2.

Section 8-04-040 - License; fee is hereby amended as follows:

8-04-040 - License; fee.

~~Upon approval of a garbage collection application, the city clerk shall issue the license upon the payment of a fee in the sum of $150.00 per year.~~ **The license fee shall be set by the city manager or its designee.** The licensees operating under this chapter shall pay the tax separately to the city clerk on or before August 1st of each year. All licenses issued pursuant to this chapter shall expire on the thirty-first of July of each year succeeding issuance, unless sooner revoked by the ~~city council~~ **local licensing authority**.

Section 3.

Section 8-04-100 - License; revocation is hereby amended as follows:

8-04-100 - License; revocation.

The ~~city council~~ **local licensing authority**, after notice to the licensee and a hearing, shall have the power to revoke, at any time, the license of the collection contractor for failure to properly perform the terms and covenants of the license, or for other good cause shown.

Section 4.

Section 8-04-110 - License; refusal when is hereby repealed in its entirety.

8-04-110 - ~~License; refusal when.~~
~~The city council shall hear every application for a license under this chapter, and shall refuse a license if the character of the applicant or its officers or directors is such that a violation of any provisions of this chapter is likely to result if a license were granted, or if, in the city~~

~~council's opinion, licenses granted for a particular locality are adequate for the reasonable needs of the community.~~ **[Reserved]**

Section 5.

This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on August 26, 2025, and ordered published in full.

Introduced a second time and approved on September 9, 2025, and ordered published.

The City and County of Broomfield, Colorado

_____

Mayor

Attest:

_____

Office of the City and County Clerk

Approved as to form:

NCR

_____

City and County Attorney