
Tuesday, March 11, 2025, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

[View Correspondence](#)

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1. Meeting Commencement

1A. Pledge of Allegiance

1B. Review and Approval of Agenda

2. Petitions and Communications

2A. Recognition of Holy Family High School State Champion Swimmer

2B. Proclamation Declaring March 2025 People with Intellectual and Developmental Disabilities Awareness Month

2C. Police Department Updates

3. Councilmember Reports

4. Public Comment

5. Reports

5A. Colorado General Assembly Legislative Update March 11

6. Consent Items

6A. Minutes for Approval

6B. Proposed Resolution Approving HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) Funding for The Grove at Cottonwood

— Resolution 2025-61 - Approves HOME-ARP Funding for the Grove at Cottonwood a Broomfield Housing Alliance affordable rental project

7. Action Items

7A. First Amendment to the 2025 Budget

— Resolution No. 2025-44 First Amendment to the 2025 City and County of Broomfield Budget

7B. First Amendment to the BURA 2025 Budget

(Broomfield Urban Renewal Authority - BURA)

— Resolution No. 2025-52-UR First Amendment to the 2025 Broomfield Urban Renewal Authority Budget

7C. Police Building Design Amendment

— Resolution 2025-55 approving a consulting amendment with Anderson Mason Dale Architects for the design of the proposed police building.

7D. Reappointment of and Amending the Employment Agreement for the Presiding Municipal Judge

— Resolution No. 2025-37 for Reappointment and Approving the 2025 Amendment to the Employment Agreement for the Presiding Municipal Judge

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: March 5, 2025



City and County of Broomfield

City Council Regular Meeting

B. Proclamation Declaring March 2025 People with Intellectual and Developmental Disabilities Awareness Month

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Petitions and Communications Item: 2B.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

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A proclamation declaring March 2025 as Intellectual and Developmental Disability (IDD) Awareness Month in the City and County of Broomfield to recognize and support individuals with intellectual and developmental disabilities and their families.

Attachments

[Memo - Declaring March as Intellectual and Developmental Disabilities\(IDD\) Month](#)

[Proclamation for Intellectual and Developmental Disabilities\(IDD\) Awareness Month](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Developmental Disabilities Month is designated to raise awareness about the inclusion of people with developmental disabilities in all facets of life, as well as the awareness of the barriers that people with disabilities may face.

Approximately 5% of Broomfield's population lives with a disability. Disability inclusion allows us to understand the relationship between the way people function and how they participate in society and it helps us to work to offer people opportunities to participate in every aspect of life to the best of their abilities and desires.

Since 1987, March has been recognized nationally as Developmental Disabilities Awareness Month. This observance aims to raise public awareness about the inclusion of people with developmental disabilities in all areas of community life and to promote understanding, acceptance, and support for individuals with IDD and their families.

The City and County of Broomfield works closely with several key community partners in supporting individuals with IDD:

Broomfield Housing Alliance - The Grove at Cottonwood and continued dedication to people with IDD

Imagine! Colorado - Serving as our local Community Centered Board (CCB) for Broomfield, providing case management and direct services

Developmental Disabilities Resource Center (DDRC) - Offering support services and programs

The Association for Community Living (ACL) promotes and protects the rights of people with IDD

Broomfield FRIENDS Supporting people with disabilities through an innovative and person-centered approach

Broomfield Workforce Center - Supporting inclusive employment initiatives

Broomfield Human Services - Supporting community members with IDD

Broomfield Recreation - Providing therapeutic recreation services

Center for People with Disabilities - Providing resources, information and advocacy

Special Olympics Colorado - Broomfield Chapter

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A



Proclamation

PROCLAMATION DECLARING the month of March 2025 as Intellectual and Developmental Disabilities Awareness Month

- WHEREAS,** The City and County of Broomfield wishes to celebrate, promote, and protect the human rights of people with Intellectual and Developmental Disabilities (IDD) and actively support their full inclusion and participation in the community throughout their lifetimes; and
- WHEREAS,** *Disabilities are a natural part of the human experience and individuals with IDD have inherent value with individual strengths and abilities, are equal before the law, and must be treated with dignity and respect; and*
- WHEREAS,** *Collaboration, education, employment and home and community-based services are vital to enable people with IDD to achieve a self-determined lifestyle, and engage in all aspects and contribute to their communities and to the well-being of others; and*
- WHEREAS,** *The most effective way to increase awareness is through openness to learning and acknowledge that there are systemic barriers that reduce the likelihood of those with IDD to enjoy equitable experiences and live independent, productive lives within their communities ; and*
- WHEREAS,** *The City and County of Broomfield encourages and supports the civil, legal, and human rights of our community members with IDD. This includes but is not limited to equal protection before the law, effective communication supports and accommodations under the ADA that ensure meaningful engagement in all aspects of due process, freedom from abuse, neglect, and exploitation. People with IDD have a right to make their own person-centered decisions to advocate for themselves and express their will and preferences, and to receive the supports they need to be successful, productive and independent members of their communities; and*
- .

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

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES (IDD) AWARENESS MONTH IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 11th day of March 2025.

Guyleen Castriotta
Mayor



City and County of Broomfield

City Council Regular Meeting

A. Colorado General Assembly Legislative Update March 11

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Reports Item: 5A.
Presented By	
Danee Brouillard	
Community Goals	

Overview

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The legislative update at the March 11, 2025, Council Meeting will include an update on the four bills that Council has taken positions on and any other timely legislative updates.

Attachments

[Memo for Colorado General Assembly Legislative Update March 11.pdf](#)

Summary

[View Correspondence](#)

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The Colorado Assembly kicked off the Legislative Session on January 8, 2025 and will conclude its 120-day session on May 7, 2025. As of the date of this memo, over 500 bills have been introduced.

Staff has been working in partnership with Broomfield's contract lobbyist, Bowditch & Cassell Public Affairs (BCPA), and various professional membership organizations to monitor bills, and identify the ones that have a direct impact on the City and County of Broomfield (CCOB) as an entity. Bills that staff has identified having an impact on the CCOB directly have been added to the [2025 Broomfield Legislative Bill Tracker](#). Staff will continue to add bills that meet this criteria throughout the session, and add staff notes about the magnitude of impact to the CCOB.

Pending the level of impact on CCOB (minimal, manageable, or significant), staff will bring forward legislation for Council's consideration of a formal position. We anticipate these requests for positions being limited due to the focused and strategic legislative efforts that the Council directed staff to follow coupled with the state's estimated \$1.2B budget deficit.

Staff will provide updates throughout the session at the first Council meeting each month. The direction from Council was to keep these high-level and brief. When a deeper discussion is warranted, an item will be added to the business agenda at the appropriate time.

Due to the nature of legislation and frequent/constant changes, staff will modify the staff presentation as needed in advance of the meeting to ensure the information presented at the time of the meeting is as updated as possible.

The legislative update at the March 11, 2025, Council Meeting will include an update on the four bills that Council has taken positions on and any other timely legislative updates.

1. [SB25-030: Increase Transportation Mode Choice Reduce Emissions](#) - AMEND
2. [HB25-1056: Local Government Permitting Wireless Telecommunications Facilities](#) - OPPOSE
3. [HB25-1169: Housing Developments on Faith and Educational Land](#) - OPPOSE UNLESS AMENDED
4. [HB25-1272: Construction Defects & Middle Market Housing](#) - SUPPORT

Financial Considerations

Specific to any future consideration of legislation, there is no direct financial cost for Council to take a formal position. However, bills may have a fiscal impact on CCOB's operational budget.

Broomfield entered into a contract with Bowditch and Cassell Public Affairs (BCPA) for January - December 2025.

Sources and Uses of Funds	Amount
Executive Management Budget - Professional Services, Misc. account. 01-13100-53170	\$75,000

Sources and Uses of Funds	Amount
Bowditch & Cassell Public Affairs (BCPA)	-\$36,000
Projected Balance	\$39,000

Prior Council or Other Entity Actions

February 11, 2025 Council Meeting- [Legislative Update](#)

Boards and Commissions Prior Actions and Recommendations

N/A

If Council desires to take a formal position on bills shared during the staff presentation (if applicable), the appropriate motion is...

I move that Council take a {support, oppose, amend} position on Bill Number XXX

A two-thirds majority is required for Council to direct a formal position on a bill.

Alternatives

Council can choose not to take a formal position.



City and County of Broomfield

City Council Regular Meeting

B. Minutes for Approval

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Presentation](#)

Approval of Minutes for the Regular City Council Meeting of February 25, 2025.

Attachments

[February 25, 2025 Minutes.pdf](#)

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

February 25, 2025, 6:01 PM - February 25, 2025, 9:03 PM

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

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

Not Present:

- **Paloma Delgadillo**, Ward 2

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
- Tasha Reynolds City and County Clerk Administrator
- And various staff members

1. Meeting Commencement

1A. Pledge of Allegiance- 6:01 PM

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

2. Petitions and Communications

3. Councilmember Reports

4. Public Comment

5. Reports

5A. Semi-Annual Performance and Internal Audit Update- 6:18 PM**5B. 4th of July Update- 6:24 PM****6. Consent Items****6A. Minutes for Approval- 6:38 PM****6B. Proposed Resolution Approving a Construction Agreement for the 2025 ADA Curb Ramp Program Project- 6:38 PM****6C. Proposed Resolutions for DOLA Energy and Mineral Impact Grant Funds for Harvest Hill Affordable Housing Development- 6:38 PM****6D. Proposed Resolutions for 112th and Uptown Widening Construction Agreements- 6:46 PM****** Item was Removed from Consent**

Motion to approve Proposed Resolution No. 2025-46 Approving a Construction Agreement with American West Construction, LLC made by Councilmember Ward and seconded by Mayor Pro Tem Shaff. Motion passes 9-0, Councilmember Delgadillo absent.

Motion to approve Proposed Resolution No. 2025-47 Approving a Consulting Agreement with Felsburg Holt & Ullevig, Inc. for Construction Management Services made by Councilmember Ward and seconded by Councilmember Nguyen. Motion passes 9-0, Councilmember Delgadillo absent.

Motion to approve Proposed Resolution No. 2025-48 Approving the Fourth Amendment to the Consulting Agreement with Felsburg Holt & Ullevig, Inc. made by Councilmember Nguyen and seconded by Councilmember Ward. Motion passes 9-0, Councilmember Delgadillo absent.

6E. Proposed Resolutions for Norman Smith Service Center Construction and Design Agreement Amendments - 6:38 PM**6F. Proposed Resolution Approving a Trash, Rubbish, and Garbage Hauling License for Northwest Cascade Inc. DBA Honey Bucket and Aspen Waste Systems of Colorado Inc- 6:38 PM****6G. Board of Equalization - Proposed Resolution for the Adoption of Hearing Officer Recommendations for Abatement Petitions- 6:38 PM****6H. Proposed Resolution Almost Home Third Amendment for 2025 Services- 6:38 PM**

Motion to approve consent items 6A through 6C and 6E through 6H made by Councilmember Ward and seconded by Councilmember Nguyen. Motion passes 9-0. Councilmember Delgadillo absent

7. Action Items

7A. Ordinance for the Business Improvement District Formation for Broomfield Town Square - First Reading- 7:14 PM

Motion to approve 7A. Ordinance No. 2263 declaring the organization of the Broomfield Town Square Business Improvement District, establishing and appointing a Board of Directors, and approving the 2025 and 2026 Operating Plan and Budget made by Councilmember Marsh-Holschen and seconded by Councilmember Leslie. Motion passes 9-0, Councilmember Delgadillo absent.

7B. Proposed Resolution for 2025 Waterline Replacement Construction Contract Award- 8:12 PM

Motion to approve Resolution No. 2025-05 approving the Construction Agreement by and between Broomfield and Diamond Contracting Corp, for the 2025 Waterline Replacement Project made by Councilmember Henkel and seconded by Councilmember Cohen. Motion passes 9-0, Councilmember Delgadillo absent.

8. Mayor and Councilmember Requests for Future Action

8A. Mayor Castriotta's Request for Future Action to permit marijuana retail shops to sell non-marijuana food and drinks to a cap of no more than 20% of overall revenue, which would be in line with the recently changed state law (SB 24-76)- 8:44 PM

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



City and County of Broomfield

City Council Regular Meeting

C. Proposed Resolution Approving HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) Funding for The Grove at Cottonwood

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

Resolution 2025-61 approves HOME-ARP funding in the amount of \$1,431,156 to be used by the Broomfield Housing Alliance and their tax credit partnership, the Grove at Cottonwood LLLP, to building 40 affordable rental housing units at the Grove at Cottonwood, 1354, 1374, 1377 and 1394 Cottonwood Street, Broomfield, CO. The funding comes from the Boulder Broomfield Regional HOME Consortium allocation from the United States Department of Housing and Urban Development HOME Investment Project American Rescue Plan funding. Additionally, CCOB will provide 25% Match Requirement of total HOME ARP Funds (in kind) in the amount of \$357,789.

Attachments

[Memo - Approval of HOME-ARP Funding for the Grove at Cottonwood Project](#)

[Resolution 2025-61](#)

[2025 HOME-ARP Agreement Construction Rental - Grove at Cottonwood](#)

Summary

In early 2023, the [Home Investment Partnerships Program](#) (HOME) Consortium applied for [American Rescue Plan \(ARP\)](#) dollars through a proposed [Allocation Plan](#) to the Department of Housing and Urban Development (HUD). On July 6, 2023, the Consortium, which consists of the City and County of Broomfield, the City of Boulder, Boulder County, and the City of Longmont, were notified that the application was successful and the Consortium was awarded a total amount of \$4,256,840 to share amongst the participating jurisdictions within the HOME Consortium for eligible projects. The Consortium created a scoring matrix to determine which projects were to be chosen from each of the local governments. Among the three highest rated was the Broomfield Housing Alliance's project called The Grove at Cottonwood, prioritizing people with intellectual and development disabilities. The other two projects chosen were The Longmont/Boulder Shelter and The Longmont-Inn Between.

The HOME Consortium, with the City of Boulder as its administrator and lead, proposes to allocate HOME-ARP funds to the City and County of Broomfield, as a Consortium Member, who will then provide the funds to the Broomfield Housing Alliance or directly to its tax credit partnership, Grove at Cottonwood LLLP, to offset construction costs for the development of the Grove at Cottonwood, a 40 unit affordable rental housing project. The Broomfield Housing Alliance estimates the total Grove at Cottonwood project cost is approximately \$22,165,630.

The Grove at Cottonwood land use entitlements were approved by City Council on [January 23, 2024](#), and involves the construction of three multi-family buildings of varying heights with a total of 40 affordable units. Designed as a neuro-diverse community, the homes and programming are being thoughtfully planned specifically to support residents with intellectual and developmental disabilities (I/DD). Building A will be a mix of one and two stories, Building B will be one story, and Building C will be a U-shaped plan with a mix of two and three stories oriented around a courtyard.

Overall, the new development will provide 30 one-bedroom and 10 two-bedroom units, and at least 6 of the units will be designated as HOME-ARP units with a 20 year affordability period and will be rented in accordance with the HOME-ARP program guidelines and as more particular described in the HOME-ARP Agreement. It should be noted that with the City's land use entitlements, Broomfield required the overall site to be deed restricted for 40 years and this deed restriction will remain in place as approved at the same time as, and exceeding, the 20-year affordability period described in the HOME-ARP Agreement.

The terms of the HOME-ARP Agreement are still being finalized and negotiated by the parties. However, the obligations under the agreement will generally be secured by a covenant, deed of trust and a promissory note which will be forgivable if the units remain affordable for the restricted period of 20 years under the HOME-ARP program and meet the HUD funding requirements. The discussion surrounding the structure involves whether the funding will be given directly to the tax credit partner, Grove at Cottonwood LLLP or directly to Broomfield Housing Alliance who will then provide the funding to the Grove at Cottonwood LLP. At the time of this memo, a final decision has not been made on the exact structure of the transaction. However, Council can still approve the allocation of the HUD funds from the HOME Consortium to Broomfield, and approve the use for the Grove at Cottonwood project. To ensure the project can move forward in a timely manner, staff is requesting approval of funding at this time with a delegation of authority to the City and County Manager to execute the documents when the deal structure is finalized and the documentation is complete, upon a form that is approved by the City and County Attorney and in consistent with HUD rules and regulations for the project.

Pursuant to the terms of the HOME-ARP Agreement under either structure, Broomfield is obligated to provide matching funds equal to 25% of the total HOME-ARP funds drawn down for all project costs except administration. As a result, Broomfield is obligated to provide approximately \$357,789 in matching funds which can come from any number of sources including, value of waived taxes, fees or charges with HOME projects, donated materials or even sweat equity according to the terms of the HOME-ARP Agreement. This obligation can be fulfilled by waivers and reduction in fees already approved by Council. For the Grove at Cottonwood project, Council previously approved an additional fee waiver request and authorized a 100% reduction in the applicable residential development fees as described in BMC 17-76-040(A)(1), and waived the public land dedication requirements consistent with the site development plan and the planned unit development plan with Resolution 2024-16, which totals \$709,534.60 in matching contributions to the project. Because of these prior approvals tied to the development approval, Broomfield will not be obligated to dedicate any general funds to this project.

Resolution 2025-61 would approve the receipt of HOME-ARP funding in the amount of \$1,431,156 and the allocation of the funds for the construction of 40 affordable rental housing units at the Grove at Cottonwood and delegate authority to the City and County Manager to sign the documents once negotiations are complete. Finally, it is important to note that this funding is still all contingent upon HUD releasing the federal funds to Boulder as the lead in the Consortium.

Financial Considerations

Total HUD Funded Amount to Broomfield's Project The Grove at Cottonwood: \$1,431,156.

Sources and Uses of Funds	Amount
HOME ARP - Federal Grant (01-83100-43100)	\$1,431,156.00
CCOB 25% Match Requirement of total HOME ARP Funds (in kind)	\$ 357,789.00
BHA_The Grove at Cottonwood (01-83100-53164)	-\$1,431,156.00
25% Match Requirement	
Bldg/Elec/Mech/Plan/Plumb/SEF Fee Waiver (contra-revenue)	-\$130,057.78
Public Land Fee Waiver (contra-revenue)	-\$119,540.00
Use Tax Fee Waiver (contra-revenue)	-\$459,936.82
	<hr/>
	\$709,534.60
Projected Balance	\$0

Prior Council Actions

January 23, 2024 [Resolution 2024-16](#) Approving The Grove at Cottonwood Filing No. 1 Planned Unit Development Plan, Final Plat and Site Development Plan and approving an Additional Fee Waiver Request

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the HOME-ARP funding for the Grove at Cottonwood, the appropriate motion is...

That Resolution 2025-61 be adopted.

Alternatives

Do not approve Resolution 2025-61 and forego receiving federal grant funds. This would mean that the Grove at Cottonwood project would not move forward until additional funding was obtained.

RESOLUTION NO. 2025-61

A resolution approving the HOME-ARP funding for the Grove at Cottonwood Project

Recitals.

Whereas, on January 23, 2024, City Council approved Resolution 2024-16 approving the Broomfield Housing Alliance's application for the Grove at Cottonwood Filing No. 1 Planned Unit Development Plan, Final Plat and Site Development Plan and approving an Additional Fee Waiver Request;

Whereas, the Boulder Broomfield HOME Consortium, which consists of the City and County of Broomfield, the City of Boulder, Boulder County, and the City of Longmont applied for the HOME Investment Partnership Program - American Rescue Plan Program ("HOME-ARP") dollars through a proposed Allocation Plan to the Department of Housing and Urban Development (HUD).

Whereas on July 6, 2023, the application was approved and HUD awarded \$4,256,840 to share amongst the participating jurisdictions within the HOME Consortium for eligible projects;

Whereas, the HOME Consortium created a scoring matrix to determine which projects were to be chosen from each of the local governments. Among the three highest rated was the Grove at Cottonwood, prioritizing people with intellectual and development disabilities;

Whereas, the HOME Consortium, through the City of Boulder as its administrator, desires to allocate \$1,431,156 in HOME-ARP program funds to the City and County of Broomfield to support the construction of the Grove at Cottonwood affordable rental housing project for which contains 40 affordable rental housing units planned specifically to support residents with intellectual and developmental disabilities (I/DD).

Now, therefore, be it resolved by the City Council of the City and County of Broomfield, Colorado:

Section 1.

Based on the recitals above, the allocation of \$1,431,156 of HOME-ARP funding from the HOME Consortium to the City and County of Broomfield to be used for the development and construction of the Grove at Cottonwood project with at least 6 units designated as HOME-ARP units for a 20-year restricted period is approved .

Section 2.

The City and County Manager is delegated authority to sign the HOME-ARP Agreement and such other documents as necessary to complete the transaction contemplated herein and not inconsistent with this Resolution for the funding of the Grove at Cottonwood project upon final negotiation of the contract and approval of the form by the City and County Attorney's Office consistent with Housing and Urban Development (HUD) rules and regulations for the program.

Section 3.

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

Approved on March 11, 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

HOME-ARP Agreement
(New Construction – Rental)

This HOME-ARP Agreement (“Agreement”) is made this ____ day of _____, 2025 by and between the City of Boulder, a Colorado home rule city, as the Participating Jurisdiction (the “City”), and the City and County of Broomfield, a Colorado municipal corporation and county, (the “Subrecipient”), and Broomfield Housing Alliance, a Colorado municipal corporation (the “Owner”). The City, the Subrecipient, and the Owners may be referred to each as a party and collectively as the “Parties”.

RECITALS

WHEREAS, the City, as the lead agency of the Boulder Broomfield Regional HOME Consortium, allocated \$1,431,156 from the United States Department of Housing and Urban Development HOME Investment Program American Rescue Plan (“HOME-ARP Funds”) to the Subrecipient and the Subrecipient will disburse the HOME-ARP Funds to the Owner for the construction of 40 affordable rental housing units (the “Units”) commonly known as The Grove at Cottonwood (the “Project”) located at 1354, 1374, 1377 and 1394 Cottonwood St., Broomfield, CO 80020 with a legal description of:

LEGAL DESCRIPTION

BY THESE PRESENTS, THE UNDERSIGNED, BEING THE OWNERS OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 1-4, AND THE VACATED RIGHT-OF-WAY OF COTTONWOOD STREET,
NORTHMOOR ESTATES FILING 3RD REPLAT C,
CITY AND COUNTY OF BROOMFIELD,
STATE OF COLORADO

SAID PARCEL CONTAINING 79,662 SQ. FT. OR 1.83 ACRES, MORE OR LESS,

HAS LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF THE GROVE AT COTTONWOOD SUBDIVISION FILING NO. 1; AND BY THESE PRESENTS DEDICATES GRANTS AND CONVEYS IN FEE SIMPLE TO THE CITY AND COUNTY OF BROOMFIELD FOR PUBLIC USE THE STREETS, RIGHTS-OF-WAYS, AND OTHER PUBLIC WAYS AS SHOWN ON THE PLAT; AND GRANTS TO THE CITY AND COUNTY OF BROOMFIELD ALL EASEMENTS AS SHOWN OR NOTED ON THE PLAT FOR PUBLIC AND MUNICIPAL USES AND FOR USE BY FRANCHISEES OF CITY AND COUNTY OF BROOMFIELD AND FOR USE BY PUBLIC AND PRIVATE UTILITIES.

WHEREAS, HOME-ARP funds must be used to primarily benefit individuals or families from at least one of the following qualifying populations:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11302\(a\)](#));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11360\(1\)](#));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;

- In other populations where providing supportive services or assistance under section 212(a) of the Act ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability; or,
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

WHEREAS, the City is responsible for providing oversight of the Owner's, management of the Project, monitoring, reporting and record keeping ensuring compliance with applicable HOME regulations.

NOW, THEREFORE, the Parties, for and in consideration of the promises and mutual obligations set forth below, agree as follows:

COVENANTS

1. HOME Agreement: This Agreement consists of the body and the following Appendices, which are incorporated herein:

- Appendix A – Approved Activity & Schedule
- Appendix B – Budget
- Appendix C – Monitoring Schedule
- Appendix D – Subpart H, Other Federal Requirements
- Appendix E – Section 3 Clause

Together, they embody the entire Agreement between the City, Subrecipient, and the Owner with respect to this grant program. All prior agreements, representations, negotiations, and understandings with respect to this program are superseded hereby. Should anything in this Agreement be construed to conflict with HOME regulations, the HOME regulations shall prevail.

2. Purpose of Agreement: The purpose of this Agreement is to set forth the terms and conditions under which the City shall grant HOME-ARP Funds to the Subrecipient for the Owner's affordable housing project. This Agreement sets forth rights and responsibilities of the Parties in connection with the project. In this Agreement, the City assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the Program.
3. HOME Award: Subject to the terms of this Agreement, the City agrees to provide up to \$1,431,156 in 2021 HOME-ARP Funds to the Subrecipient which will then disburse funds to the Owner to pay for costs associated with the Project and more specifically described in **Appendix A**.
4. Approved Activity & Schedule of Completion: The Parties agree that funds awarded pursuant to this Agreement shall be used for the work specified in **Appendix A**, and such work will be completed in compliance with the requirements of 24 CFR Part 92, HOME Investment Partnerships Program.

5. Eligible & Ineligible Project Costs: HOME-ARP Funds may be used for costs associated with the construction of the Units which are eligible Project costs as outlined in 24 CFR 92.206. HOME-ARP Funds may not be used for prohibited activities and fees as outlined in 24 CFR 92.214.
6. Charges & Fees: All charges and fees must be reasonable, necessary and comparable to other affordable housing properties. The Owner may only require customary charges and fees that are considered reasonable costs that are normally charged to all tenants. The Owner is prohibited from charging servicing, origination, or other fees for the cost of administering the HOME program.
7. Conditional Commitment: Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental reviews and receipt of Authority to Use Grant funds from the U.S. Department of Housing and Urban Development. Parties further agree that the provision of any funds to the project is conditioned on the City's discretionary decision to proceed with the project, based on the results of environmental reviews.
8. Project Costs: Any activity performed by the Subrecipient or the Owner in the period prior to the execution of this Agreement shall be performed at the sole risk of the Subrecipient and Owner. In the event this Agreement is not duly executed by the Parties, the City is under no obligation to pay the Subrecipient or the Owner for any costs incurred, or monies spent in conjunction with such activities, or to otherwise pay for any activities performed during such period.

At any time during the term of this Agreement, the City may review all Project Costs incurred by the Subrecipient and Owner and all payments made to date. Upon such review the City shall disallow any items or expenses that are not determined to be allowable or are determined to be in excess of approved expenditures and shall, by written notice specifying the disallowed expenditures, inform the Subrecipient and Owner of any such disallowance.

9. Environmental Review: The effects of each activity related to the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in 24 CFR 58, and as detailed in 24 CFR 92.352. The Subrecipient and Owner must, prior to committing or undertaking any activity that has physical impacts or limits the choice of alternatives with respect to the Project, regardless of whether such activity is to be funded by the HOME Program or other funds, comply, to the extent applicable, with the regulations found at 24 CFR Part 58.

Although the City assumes overall responsibility for the environmental review, the Subrecipient and Owner agree to assist in providing information relating to the environmental review. All applicable environmental review and mitigation requirements as provided in 24 CFR 58.5 must be completed by the City and approved by the U.S. Department of Housing and Urban Development. The Subrecipient and Owner will abide by any special conditions,

procedures and requirements of the environmental review, and will advise the City of any proposed change in the scope of the Project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

The Subrecipient and Owner may not use any of the HOME-ARP Funds for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973. Failure to comply with this provision will cause an immediate cancellation of this Agreement and forfeiture/repayment of HOME-ARP Funds.

10. Duration of Agreement: The duration of this Agreement shall commence upon the execution of this Agreement and is in effect through the period of affordability described in paragraph 21(c). The Owner must start construction within 12 months of executing this Agreement. The Owner shall have up to four years to complete the project and fully expend funds. Failure to complete the project within the four-year period will result in its termination and the Owner will be subject to repayment of HOME-ARP Funds.
11. Disbursement of Funds: The City shall disburse funds to the Subrecipient under this Agreement only when a written agreement per 24 CFR 92.504(c)(2) has been fully executed, the funds are needed for payment of specific allowable costs (per 24 CFR 92.206), and only in amounts needed to pay such costs as identified in 2 CFR 200. The Owner shall be reimbursed for eligible project costs after review and approval by the Subrecipient of invoices, statements and other billings, supporting documentation, and property inspection, if applicable. The Owner shall begin to expend funds no later than one year after this Agreement is signed. The Owner may not request disbursement of funds under this Agreement until the funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed.
 - a. In no event will the Owner receive disbursements in excess of the total amount of funds authorized by this Agreement and detailed in the budget set forth in **Appendix B**. The Owner understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may, at its sole discretion, terminate or amend this Agreement and, in such event, shall not be obligated to pay the Subrecipient or the Owner.
 - b. The Subrecipient and Owner shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the City to expend funds beyond the termination of this Agreement.
 - c. The Owner agrees that it will return to the City any unexpended HOME-ARP Funds provided by the City under this Agreement.
12. Compliance with Laws: The financial assistance which is subject to this Agreement is authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 et seq.

- a. The Parties shall comply with all applicable provisions of 24 CFR 92 Subpart F entitled “Project Requirements” regardless of whether the law or regulation is specifically stated in this Agreement.
 - b. The Parties shall comply with all applicable provisions of Subpart H entitled “Other Federal Requirements” which is found attached to this Agreement as **Appendix D**, regardless of whether the law or regulation is specifically stated in this Agreement.
 - c. The Parties shall comply with all applicable laws and regulations of the federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, including, without limitation, all rules, regulations and guidelines of the U.S. Department of Housing and Urban Development, except for the environmental responsibilities and review process, which are the responsibility of the City.
13. Financial Management: The Subrecipient and Owner shall establish a system and maintain records which assures effective control over the accountability for all funds used and follow the requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards. The Subrecipient and Owner shall maintain a separate accounting records and source documentation for the program, provide for accurate, current, and complete disclosure of the financial status of the Program, establish records of budget and expenditures, and comply with all generally accepted accounting principles, 2 CFR Part 200.
14. Annual Audit: The Subrecipient and Owner shall arrange for the performance of annual financial/compliance audits of the program. All audits must be performed by an independent qualified auditor. The audit period is identical with the Subrecipient and Owner's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the U.S. Single Audit Act of 1984, as amended and Office of Management and Budget circular A-133, as amended.
- a. If the Subrecipient or Owner expends \$1,000,000 or more in a year in Federal awards, the Owner shall have a single audit or program specific audit conducted for that year in accordance with the provisions of 2 CFR 200 Subpart F, as amended.
 - b. The Subrecipient and Owner shall submit one copy of the fiscal year audit report covering the program. The audit reports shall be sent to the City within 30 days after the completion of the audit, but no later than one hundred eighty (180) days from the end of the Subrecipient and Owner's fiscal year.
15. Underwriting & Subsidy Layering Analysis: This Project is subject to the underwriting and subsidy layering guidelines in accordance with 24 CFR 92.250(b). Before committing funds to a project, the City will evaluate the proposal to determine that there will be a reasonable level of profit or return on the Owner's investment in a project and that no more HOME funds are invested, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for the entire affordability period. The City will conduct a subsidy layering review prior to the award of any funds. The City will

evaluate the reasonableness and need for the requested assistance by analyzing sources and uses statements and proposed development costs. The City's evaluation will include:

- a. Examination of sources and uses of funds for the project and determine that costs are reasonable;
- b. Assess current market demand in the neighborhood in which the project will be located, the experience of the developer, the financial capacity of the developer and firm written financial commitments for the project.

16. Return on Investment 24 CFR 92.250(b): Owner may financially benefit from HOME-assisted projects in several ways:

- Developer fees
- Sales revenues
- Tax benefits
- Equity appreciation
- Identity of interest (IOI) roles

The HOME regulations at 24 CFR 92.250(b) require that any profit or return on the Owner's investment will not exceed the City's established standards. The City will determine a reasonable limit for overall returns and cash flow distributions to ensure that the Subrecipient and Owner does not receive excessive gains/profits from the project as a result of HOME-ARP Funds. The City will conduct an analysis which includes profit that is projected to flow to the developer as operating cash flow from rental projects and any other professional fees being paid to the developer. The City will ensure that any profit or return on the Subrecipient's or Owner's investment will not exceed the City's established standards.

17. Cost Allocation: For Projects containing both HOME and Non-HOME units, HOME-ARP Funds may be used to assist one or more housing units in a multi-unit project. Only the actual HOME eligible development costs of the assisted units may be charged to the HOME program.

- a. If the assisted and non-assisted units are not comparable, the actual costs may be determined based on the HOME Standard Method of cost allocation.
- b. If the assisted and non-assisted units are comparable in terms of size, features, and number of bedrooms, the actual cost of the HOME- assisted units can be determined by HUD's Proration Method or Hybrid Method of cost allocation. Prorating the total HOME eligible development costs of the project so that the proportion of the total development costs charged to the HOME program does not exceed the proportion of the HOME-assisted units in the project.

The City uses the HUD Cost Allocation Tool to ensure compliance with 24 CFR 92.205(d) and ensures that all ineligible costs are subtracted.

18. Match Contribution 24 CFR 92.219: The Subrecipient agrees to provide matching funds in an amount equal to no less than 25 percent of the total HOME-ARP Funds drawn down for all project costs except administration. The match obligation may be met with any of the following specific sources.

- Cash or cash equivalents from a non-federal source;
- Value of waived taxes, fees or charges associated with HOME projects;
- Value of donated land or real property;
- Cost of infrastructure improvements associated with HOME projects;
- A percentage of the proceeds of single- or multi-family housing bonds issued by state, state instrumentality or local government;
- Value of donated materials, equipment, labor and professional services;
- Sweat equity

19. Program Income: The Owner acknowledges and agrees that the Project does not anticipate the receipt of HOME Program Income as defined in 24 CFR 92.2, by the Owner. Notwithstanding, in the event that any program income is received by the Owner, the Owner will promptly return it to the City.

20. Suspension & Debarment: The Subrecipient and Owner represents and warrants that they and their principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department. The Subrecipient and Owner represent and warrant that to their knowledge, that neither the Subrecipient nor Owner, nor the Subrecipient's and Owner's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or the City.

The Owner must certify that awards are not made to any party, prime contractor and subcontractors which are debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 570.609 and 2 CFR 200.214). The Owner and prime contractor must be registered in the Federal Government's System for Award Management (SAM) at www.sam.gov. The Owner must check the Federal Government's System for Award Management (SAM) and conduct a public search of the prime contractor and all subcontractors before making an award.

21. HOME Affordability:

- a. Minimum and Maximum Subsidy Limits 24 CFR 92.250(c): The minimum amount of HOME-ARP Funds invested in this project must average \$1,000 or more for each HOME-assisted unit in the project. The HOME-subsidy per unit cannot exceed the average per unit development costs for the unit. The maximum amount of HOME-ARP Funds per unit is established periodically by the U.S. Department of Housing and Urban Development. The maximum HOME subsidy shall not exceed \$86,687 for a one-bedroom and \$105,414 for a two-bedroom

- b. HOME Assisted Units: The Owner is developing 40 units and the City has designated 7 of them as HOME Assisted Units.
 - c. The HOME Period of Affordability 24 CFR 92.252 and 92.254: The affordability requirements for the HOME-Units shall remain in effect for twenty years from the date of initial occupancy, or the date the project is closed out in IDIS, whichever date is later. This Agreement shall expire at that time.
 - d. Floating HOME-Assisted Units 24 CFR 92.252(j): The 7 designated HOME-assisted units required for this project will be floating units throughout the period of affordability. Owner must ensure that the designated HOME-assisted units at any given point during the period of affordability are comparable in terms of size, features, and number of bedrooms to those units originally designated.
22. Maximum HOME Income Limits: At initial lease-up of the property the Owner shall ensure that households have an income that does not exceed 60% of the Area Median Income (AMI). In projects of five or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by households with income that does not exceed 50% AMI. After initial lease-up, the maximum income limit for all households occupying HOME-assisted units must not exceed the HUD Low Income Limit throughout the HOME period of affordability.
23. Income Determination: Third-Party Income Determination: Owner must determine household income eligibility by determining the household's annual income annually in compliance with 24 CFR 92.203 and 92.252(h). Owner must determine annual household income through third-party verification prior to initial occupancy and every sixth year of the HOME period of affordability. Owner must verify annual household income as outlined in the 2025 new HOME rule for the HOME Program. The Owner must recertify household income annually utilizing the methods outlined in the HOME rule.
24. Maximum HOME Rent Limits 24 CFR 92.252(a) and (b): HUD provides the following maximum HOME rent limits. The rent limits apply to the rent plus the utilities or the utility allowance. The maximum HOME rents are the lesser of:
- a. The Fair Market Rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.11; or
 - b. The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in unit.

If the HOME-assisted unit receives Federal or State project-based rental subsidy and household pays as a contribution toward rent not more than 30 percent of the household's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project based rental subsidy program.

25. Rent Increases: Rent may be increased no more than once each year up to the applicable rents published annually by HUD. The Owner must provide tenants with at least sixty (60) days written notice before rent increases may be implemented.
26. Procurement: The Owner must ensure with the federal procurement requirements at Uniform Guidance 2 CFR Part 200, Subpart D, Procurement Standards and include the following:
- a. All procurement transactions for the acquisition of property or services must be conducted consistent with the standards in 2 CFR 200.318 and 2 CFR 200.319, and one of the procurement methods at 2 CFR 200.320.
 - b. The Owner must maintain records detailing the history of procurement, 2 CFR 200.318(2)(i). These records should include your rationale for the method of procurement used, selection of contract type, contractor selection/rejection process, and the basis for the contract cost or price.
 - c. When using a pre-qualified list of vendors/contractors, the Owner must ensure that the list is current, must be developed through open solicitation, must include several qualified sources, and must allow entry of other firms to qualify at any time during the solicitation period, 2 CFR 200.319(e).
 - d. To eliminate an unfair competitive advantage, the Owner must exclude contractors that develop or draft specifications, requirements, statements of work, invitations for bids (IFB), and/or requests for proposals (RFPs) from competing for such procurement, 2 CFR 200.319(b).
27. Section 3 Requirements 24 CFR Part 75: The Owner shall comply with Section 3 of the Housing & Urban Development Act of 1968. Owner shall provide preference “to the greatest extent feasible”, for construction-related training, employment, and contracting opportunities to low and very low-income persons and businesses that are owned by low and very low-income persons or businesses that hire them. Additional guidance is outlined in **Appendix E**.
28. Conflict of Interest:
- a. In the procurement of supplies, equipment, construction and services by Owner, the conflict-of-interest provisions, 2 CFR 200, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (b), below and 24 CFR 93.353 shall apply.
 - b. No member of the governing body, officers or employees of Owner or its designees or agents, or any other persons who exercise any functions or responsibilities with respect to the program assisted by this Agreement during the tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.

29. Lobbying: The Owner certifies to the best of their knowledge and belief that:

- a. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any Owner, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient or Owner, a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Disclosure Form to report Lobbying ([Disclosure of Lobbying Activities](#)), in accordance with its instructions.

30. Nondiscrimination & Equal Opportunity: The Owner shall comply with nondiscrimination requirements of 24 CFR 92.350. The Owner agrees that it will utilize and make available the HOME-ARP Funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations include:

- a. The requirements of the Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the regulations at 24 CFR 146;
- c. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- d. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;
- e. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Projects); and
- f. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding women's Business Enterprise, and regulations S.85.36(e) of Section 281 of the National Housing Affordability Act.

31. Insurance:

- a. The Owner is required to carry those coverages noted below, and shall provide proof thereof during the term of this Agreement:
 - 1) Commercial General Liability Coverage, including bodily injury, property damage, personal injury, and contractual liability, with limits no less than \$1,000,000 per incident;
 - 2) Fire and Casualty insurance in an amount not to be less than the value of all improvements on the property.
 - 3) An automobile liability insurance policy covering bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.
- b. As evidence of the liability insurance coverage required by this Agreement prior to the effective date of this Agreement, Owner shall furnish a certificate of insurance to: City of Boulder, PO Box 791, Boulder, CO 80306, and Attention: Housing Investment Senior Project Manager.
- c. The liability insurance certificate will name the Subrecipient, its officers, agents and employees as Additional Insureds and must require 30 days' notice to the Additional Insureds before non-renewal or cancellation. Insurance coverage required under this Agreement shall be obtained from insurance companies authorized to do business in the State of Colorado. If Owner is self-insured under the laws of the State of Colorado, it shall provide appropriate declarations of coverage.
- d. The Owner shall not cancel, materially change, or fail to renew insurance coverage and shall notify the City of Boulder Housing Investment Senior Project Manager, PO Box 791, Boulder, CO 80306, of any material reduction or exhaustion of aggregate policy limits. Should any policy be canceled, Owner shall procure other insurance as specified.
- e. Nothing contained in these insurance requirements is to be construed as limiting the extent of Owner 's responsibility for payment of damages resulting from Owner's operation under this Agreement.

32. Property Standards 24 CFR 92.251: HOME-assisted new construction projects must meet State or local residential and building codes, as applicable, or in the absence of a State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

The Owner shall assure compliance with 24 CFR 92.251 as related to Property Standards as required by HUD, Uniform Physical Condition Standards (UPCS), Housing Quality Standards

(“HQS”), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35. The Owner shall exercise reasonable care to prevent loss, damage or theft of property acquired in whole or in part with the HOME-ARP Funds and shall maintain such property in good, safe, and usable condition in all respects, except for normal wear and tear in compliance with 24 CFR 92.251 for the duration of the HOME period of affordability.

- a. Energy Efficiency Standards: Newly constructed housing shall qualify as affordable housing under this part only if it meets the energy efficiency standards promulgated by the Secretary in accordance with section 109 of the Cranston–Gonzalez National Affordable Housing Act (42 U.S.C. 12709).
- b. Accessibility: The housing must meet the accessibility requirements of 24 CFR part 8, which implements section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601–3619).
- c. Carbon Monoxide and Smoke Detection: A carbon monoxide alarm must be installed in the housing unit in a manner that meets or exceeds the carbon monoxide detection standards set by HUD through Federal Register. A hardwired smoke detector must be installed on each level of each housing unit; in or near each sleeping area in each housing unit; in the basement of each housing unit and in each common area of a project. A hardwired smoke alarm is not required in crawl spaces or unfinished attics of housing units; within 21 feet of any door to a sleeping area measured along a path of travel; and where a smoke alarm installed outside a sleeping area is separated from an adjacent living area by a door, a smoke alarm must also be installed on the living area side of the door. Each hardwired smoke alarm must have an alarm system designed for hearing-impaired persons.
- d. Broadband Infrastructure: To comply with 24 CFR 92.206(a)(3)(ii), the Owner must make utility connections, including connections from the property line to the adjacent street which includes broadband internet connections.
- e. Inspections: The Subrecipient and Owner must conduct periodic site visits throughout the duration of the construction process to perform progress inspections to ensure that the work identified in the scope of work and this Agreement is being carried out in compliance with applicable requirements. When construction is complete the Subrecipient must conduct a final inspection to verify compliance with applicable property standards at 24 CFR 92.251(a)(2) upon completion of construction. The Owner must complete property and unit inspections annually throughout the HOME period of affordability in compliance with all applicable State and local code requirements and ordinances the National Standards for the Physical Inspection of Real Estate (NSPIRE). The project file must include records that document all inspections.

33. Site & Neighborhood Standards: The Subrecipient and Owner must comply with regulations at 24 CFR 92.202 which require the HOME program to be administered in a manner that provides housing that:

- a. Is suitable from the standpoint of facilitating and furthering compliance with the applicable provisions of the Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Executive Order 11063 and HUD regulations issued pursuant thereto, and
- b. Promotes greater choice of housing opportunities.

New construction rental projects must meet site and neighborhood standards described in 24 CFR 983.57(e)(2) and (3) which places limiting conditions on buildings in areas of “minority concentration” and “racially mixed” areas. The Subrecipient must ensure a site and neighborhoods standards review is conducted as part of the application for all new construction rental projects requesting HOME-ARP Funds to ensure compliance with the site and neighborhood standards under §983.57(e)(2) through (4):

- 1) The site must not be located in an area of minority concentration, except as permitted under paragraph (e)(3) of this section and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- 2) A project may be located in an area of minority concentration only if:
 - (i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration (see paragraph (e)(3)(iii), (iv), and (v) of this section for further guidance on this criterion); or
 - (ii) The project is necessary to meet overriding housing needs that cannot be met in that housing market area (see paragraph (e) (3)(vi)) of this section for further guidance on this criterion).
 - (iii) As used in paragraph (e)(3)(i) of this section, “sufficient” does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year, that, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance in any jurisdiction must be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.
 - (iv) Units may be considered “comparable opportunities,” as used in paragraph (e)(3)(i) of this section, if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant

contribution towards rent; serve the same income group; are located in the same housing market; and are in standard condition.

- (v) Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:
 - (a) A significant number of assisted housing units are available outside areas of minority concentration.
 - (b) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.
 - (c) There are racially integrated neighborhoods in the locality.
 - (d) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.
 - (e) Minority families have benefited from local activities (*e.g.*, acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.
 - (f) A significant proportion of minority households has been successful in finding units in non-minority areas under the tenant-based assistance programs.
 - (g) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.
- (vi) Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

- 3) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
34. Build America Buy America Preference: Unless waived through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), Owner will comply with the requirements of the Build America Buy America Act (41 USC Ch. 83) as applicable to the Project.
35. Affirmative Marketing: The City's policy is to provide information and attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. The procedures followed are intended to further the objectives of Title VII of the Civil Rights Act of 1968 (Fair Housing Act), and Executive Order 11063, which prohibits discrimination in the sale, leasing, rent and other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

In accordance with the Affirmative Marketing regulations of the HOME Program 24 CFR 92.351, the City has established an "Affirmative Marketing Plan" to ensure that all owners who are allocated HOME-ARP Funds employ a marketing plan that promotes fair housing and ensures outreach to all potentially eligible households, especially those least likely to apply for assistance.

The Owner must ensure compliance with affirmative marketing responsibilities as enumerated pursuant to 24 CFR 92.351. Such procedures are subject to approval of the City. The Owner shall comply with the City's requirements to affirmatively market any HOME Unit available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability, per the Affirmative Marketing Agreement. The Owner agrees, in soliciting tenants, to do the following:

- a. Use the Equal Housing Opportunity logo in all advertising;
- b. Solicit applications for vacant units from persons who are not likely to apply for the housing without special outreach e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies etc.
- c. Display a Fair Housing poster in the rental leasing office;
- d. Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
- e. Maintain files of the Owner's affirmative marketing activities for five (5) years and provide access thereto to the City Staff;

- f. Not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other material terms and conditions of tenancy;
 - g. Comply with Section 8 Existing Housing Regulations when renting to any tenant holding a Section 8 Existing Housing Certificate; and
 - h. Exercise affirmative marketing of the units when vacated.
36. Tenant Selection Plan: The City seeks to reduce barriers to accessing housing. To further that goal, the Owner must develop a Tenant Selection Plan that adheres to the City's Tenant Selection Plan Guidelines as outlined in the Rental Compliance Manual and have a Tenant Selection Plan in place prior to leasing of units.
37. Preferences: The City focuses its efforts at targeting special population groups. In support of these efforts the Owner may give preference in a tenant selection process to persons with special needs, such as the homeless individuals, elderly and persons with disabilities. However, the Owner may not give preference to persons with a specific type of disability. Housing for persons with disabilities must be equally available to all persons with disabilities regardless of the nature of their disability. Preferences must not violate HUD's anti-discrimination policies.
- Preferences must be clearly outlined in the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan. Supplemental documentation must be submitted with the AFHMP to provide a justification for applying preferences. The proposed plans must be reviewed and approved by HUD and/or Fair Housing Equal Opportunity Office (FHEO) prior to implementation. A copy of the approved plans must be submitted to the City for review and approval prior to implementation.
38. Wait List: The Owner must provide applicants with the opportunity to complete an application for a permanently affordable rental unit. Applications must be available through the property management office and available by mail, email or fax. The Owner must accommodate persons with disabilities, who as a result of their disabilities cannot utilize the Agency's preferred application process by providing an alternative method of taking applications. Through the Owner's screening process, the Owner must maintain a waiting list of eligible applicants and select applications from the waiting list in chronological order to fill vacancies.
39. Notice to Applicants: The Owner must provide prompt notification to the applicant in writing of the denial of their application and specify the reason for the denial. Prompt notification is generally considered to be within 30-days of application.
40. Lease Requirements: Leases between Owner and households occupying HOME-assisted units must be for not less than one year unless mutually agreed upon by Owner and household. The lease must contain the contact information of the Subrecipients in an effort to provide tenants with a clear way to communicate with the Subrecipient. The Owner must provide the Subrecipient with a copy of the written lease to allow the Subrecipient to verify that the lease complies with the requirements of 24 CFR 92.253 and includes the required HOME tenancy

addendum. The template lease and any subsequent addenda must be reviewed and approved by the Subrecipient prior to initial lease-up and occupancy.

41. Prohibited Lease Terms 24 CFR 966.6: No residential lease for the Property or any part thereof may contain any of the following provisions:

- a. Agreement to be Sued: Agreement by the tenant to be sued, admit guilt, or to a judgment in favor of the Owner/Manager in a lawsuit brought in connection with the lease;
- b. Treatment of Property: Agreement by the tenant that the Owner/Manager may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Owner/Manager may dispose of this personal property in accordance with state law;
- c. Excusing Owner from Responsibility: Agreement by the tenant not to hold the Owner/Manager or the Owner/Manager's agents legally responsible for any action or failure to act, whether intentional or negligent;
- d. Waiver of Notice: Agreement of the tenant that the Owner/Manager may institute a lawsuit without notice to the tenant;
- e. Waiver of Legal Proceedings: Agreement by the tenant that the Owner/Manager may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- f. Waiver of a Jury Trial: Agreement by the tenant to waive any right to a trial by jury;
- g. Waiver of Right to Appeal Court Decision: Agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a court decision in connection with the lease; and
- h. Tenant Chargeable with Cost of Legal Action Regardless of Outcome: Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Owner/Manager against the tenant. The tenant may be obligated to pay costs if the tenant loses.
- i. Mandatory Support Services: Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

42. Lease Review & Approval 24 CFR 92.253(a): The Owner must provide the Subrecipient with a copy of the written lease to allow the Subrecipient to verify that the lease complies with the requirements of 24 CFR 92.253, including the applicable HOME tenancy addendum.

43. Termination & Non-Renewal of Lease: Owner may not terminate the tenancy or refuse to renew the lease of a tenant of the Property except for serious or repeated violation of the terms

and conditions of the lease; for violation of applicable federal, state or local law; or for other good cause as determined by the City of Boulder policies. Any termination of tenancy or refusal to renew must be preceded by not less than thirty (30) days by service upon the tenant of a written notice from Owner specifying the grounds for the action unless the tenant's action threaten the health or safety of other residents.

44. Violence Against Women's Act (VAWA): The Owner must meet all of the VAWA requirements in accordance with 24 CFR 92.359 throughout the HOME period of affordability.

- a. Notification Requirements: The Owner must provide a notice and certification form that meets the requirements of 24 CFR 5.2005(a) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on Owner's tenant selection policies and criteria. The Owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.
- b. Bifurcation of Lease Requirements: For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

If a household living in a HOME-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

- c. VAWA Lease Term/Addendum: The Owner must develop a VAWA lease term/addendum to incorporate all requirements that apply to the tenant's lease under 24 CFR part 5, Subpart L, and this section, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if Owner determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME tenant-based rental assistance is provided, the lease term/addendum must require Owner to notify the City before the Owner bifurcates the lease or provides notification of eviction to the tenant. If HOME tenant-based rental assistance is the only assistance provided (*i.e.*, the unit is not receiving project-based assistance under a covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.
 - d. Emergency Transition Plan: The Owner is required to follow the Subrecipient's Emergency Transfer Plan as outlined in the City's Rental Compliance Manual.
 - e. Early Termination of Lease: If a tenant who is living in an affordable unit is a victim of family violence, the Owner must allow the tenant to terminate their lease without penalty.
45. Reporting Requirements: The Owner shall submit quarterly, and annual reports as required by the City. The Owner must submit all reports on forms provided by the Subrecipient prior to the report due date.

The Owner shall collect and maintain beneficiary information on households residing in HOME-assisted units which documents eligibility. Income documentation shall be in a form

consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program, Third Edition. The Owner shall submit an Annual Tenant Report which includes the following information:

- 1) ethnic characteristics
 - 2) racial characteristics
 - 3) female head-of-household
 - 4) household income
 - 5) disabled household: "Disabled household" is a household composed of one or more persons at least one of whom is an adult who has a disability. A person is considered to have a disability if the person is determined to have a physical, mental or emotional impairment that:
 - (i) is expected to be of long, continued and indefinite duration;
 - (ii) substantially impedes the person's ability to live independently; and
 - (iii) is of such a nature that the ability could be improved by more suitable housing conditions; or
 - (iv) has a developmental disability as defined in Section 102 of the Developmental Disabilities Act and Bill of Rights Act.
- a. Quarterly progress reports shall be due January 31, April 30, July 31 and October 31 until the Funds are fully expended.
 - b. The Owner must submit quarterly reports regarding their Section 3 activities on the Section 3 Compliance Report provided by the Subrecipient. Owner is required to submit a final Section 3 report as part of project close-out.
 - c. The Owner must submit quarterly contract/subcontract activity reports.
 - d. The Subrecipient must submit proper documentation of eligible expenses for HOME match to the City on an annual basis.
 - e. Submit project close-out report.
 - f. The Subrecipient must provide information for the Consolidated Annual Performance and Evaluation Report (CAPER) within required timeframes.
46. Records: The Subrecipient and Owner shall maintain adequate documentation and reasonable records of its performance under this Agreement. Records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Project:
- a. Documentation of Owner's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Project;

- b. Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken; and
 - c. Records supporting any requests for exceptions to the conflict-of-interest provisions in accordance with 24 CFR 92.356.
 - d. The Owner shall require documentation to verify the income status of all residents of the HOME-assisted units. Documentation may include, but is not limited to, third party income verification, W-2s, SSI, SSDI, child support and pay stubs.
 - e. The Owner must maintain records which demonstrate compliance with Section 3 requirements.
 - f. The documentation retained shall be sufficient to support the information provided by the Owner to the City.
 - g. Maintain files and records as required which relate to the overall administration of the Program.
47. Record Retention: All Project records shall be maintained by the Subrecipient and Owner for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.
48. Access to Records: The Subrecipient and Owner will allow access to these records at any time during normal business hours by the City and the U.S. Department of Housing and Urban Development. These records will be kept in the Subrecipient's and Owner's local office.
49. Project Close-Out: Project close-out will be completed when the City determines that construction has been completed, funds have been fully expended, certificate of occupancy has been issued and the City determines that all applicable actions and requirements have been met. The Owner must submit a Project Close-Out Report and supporting documentation as provided by the City. All findings from City's monitoring visits must be cleared prior to close-out.
50. Monitoring: The Owner and the Project will be monitored by the City for compliance with the regulations of 24 CFR 92 for the Affordability Period specified in this Agreement, in accordance with the regulations of the HOME program through project completion and long-term compliance throughout the HOME period of affordability. The Owner shall ensure the cooperation of its staff and other responsible officials in the efforts of the City to monitor and evaluate the HOME-funded activities of the Owner. The Owner will actively assist the City in the following activities:

- a. On-site visits and/or remote monitoring by the City to monitor the progress of the activities funded, to review compliance with the terms of this Agreement, and to offer assistance in the conduct of the Project. Such on-site visits and/or remote monitoring will be undertaken according to the schedule set forth in **Appendix C**.
- b. The Owner agrees to provide any and all information to the City to assist in meeting administrative and monitoring requirements, including reporting progress of the Project in IDIS. Owner agrees to work cooperatively with the City to assist in meeting its obligations to HUD.
- c. Evaluations by the City and/or its agent(s) of the results of the delegated activities. Such evaluations will be conducted according to the schedule set forth in **Appendix C**.
- d. Any special monitoring or evaluation activities made necessary by the imposition by the Subrecipient or HUD of additional reasonable requirements.

51. Remedies for Breach of HOME Requirements:

- a. Suspension or Termination for Cause: This Agreement may be suspended or terminated in accordance with 2 CFR 200.339 if the Subrecipient or Owner materially fail to comply with any terms of this Agreement.
 - 1) A default shall be deemed to have occurred if the Subrecipient or Owner breaches its obligations hereunder and fails to cure such breach within 30 days of written notice from the City specifying the breach. Upon default, in addition to other legal remedies available to it, including specific performance and damages, the City shall also have the right to suspend payments to the Subrecipient and Owner and/or cancel this Agreement upon written notice of such action.
 - 2) In the event of any termination of this Agreement for any reason, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Subrecipient and Owner under this Agreement shall become the property of the City, and the Subrecipient and Owner shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above.
 - 3) The Subrecipient and Owner shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient and Owner and the City may withhold any reimbursement to the Subrecipient and Owner for the purpose of set-off until such time as the exact amount of damages due the City from the Subrecipient and Owner is agreed upon or otherwise determined.
- b. Termination for Convenience: This Agreement may be terminated for convenience in accordance with 2 CFR 200.339.
 - 1) Either party may terminate this Agreement without cause upon 30 days written notice

to the other party; provided, that the Subrecipient shall not terminate this Agreement, absent a breach by the Subrecipient and Owner, except upon the failure to receive the funds needed to fund the grant under this Agreement.

- 2) The Subrecipient and Owner may terminate this Agreement upon 30 days written notice to the City if the Subrecipient or Owner is unable or unwilling to comply with such additional conditions as may be lawfully applied by the City or HUD. In such event, the City may require the Subrecipient and Owner to ensure that adequate arrangements have been made for the transfer of the Owner's activities to the City.
52. Recovery by Subrecipient of Funds: The full amount of any funds paid from City's funding sources shall be promptly returned to the City in the event that the Subrecipient or Owner fail to complete construction on the Property within four years of the date of this Agreement and this Agreement shall become null and void.
 53. Repayment/Recapture of HOME-ARP Funds: Any HOME-ARP Funds that are subject to repayment or recapture must be remitted to the City as referenced in 24 CFR 92.504(b) and (c)(2)(x).
 54. Reversion of Assets: Upon the expiration or termination of this Agreement, the Subrecipient agrees that it will transfer to the City any HOME-ARP Funds on hand at that time and any accounts receivable attributable to the use of HOME-ARP Funds.
 55. Termination of Period of Affordability 24 CFR 92.254(a)(5)(i)(A): The applicability of the regulations may be terminated upon foreclosure or transfer in lieu of foreclosure. The applicability of the affordability regulations shall be revived according to the original terms if during the original Period of Affordability, the owner of record, before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property. The Subrecipient may use purchase options, rights of first refusal, or other preemptive rights to purchase the housing before foreclosure in order to preserve affordability.
 56. Indemnification: To the extent allowed by law, the Subrecipient and Owner shall defend, indemnify, and save harmless the City from and against all losses, claims, suits, judgments or liabilities incurred as a result of its activities pursuant to this Agreement, and as part of such indemnification obligation shall pay all costs and attorney's fees, if any, incurred by the City as a result of any such claims or suits. The time of any attorneys and legal assistants in the City Attorney's Office spent on any such claims or suits shall be paid for by the Subrecipient and Owner in accordance with generally prevailing attorney's fees charged in Boulder County for similar services. Each party assumes responsibility for its officers', its agents', and its employees' negligent actions and omissions in the performance or failure to perform work under this Agreement. By agreeing to this provision, neither the City nor the Subrecipient nor Owner waives or intends to waive as to any person not a party to this Agreement the limitations on liability which are provided to the parties, their officers, and employees under the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.

57. Enforcement of Agreement: This Agreement may be specifically enforced against the Owner or any successor in interest of the Owner. Venue for such action shall be in Boulder County. Enforcement actions may include, without limitation, restriction of eligibility for future funding, contract litigation and equitable relief, and any other relief granted by law.
58. Security – Promissory Note and Deed of Trust: The Subrecipient and Owner's obligation to repay the HOME-ARP Funds to the City shall be secured by a promissory note and deed of trust on the title to the Property. The promissory note and deed of trust shall entitle the City to take possession of and sell this property in any manner provided by law and to credit the net proceeds against the Owner's obligation under this Agreement, the promissory note and the deed of trust, and against all costs, including, without limitation, court costs and reasonable attorney's fees, of foreclosure, possession and/or sale. The promissory note and deed of trust shall be in a form approved by the City Attorney. This Agreement, the note and deed of trust shall be executed by the Owner and recorded with the Broomfield County Clerk and Recorder immediately after it receives the Funds.
59. Covenant Required: Prior to recording any other encumbrances on the Affordable Units, Owner shall execute and record certain Limitations on Rents and Tenant Income – Permanently Affordable Rental Housing Covenant (the “Covenant”). The Covenant provides that the Affordable Units will be made available as affordable rental housing serving low income persons with household income of up to 60 percent AMI (as defined in the Covenant).
60. Relationship of the Parties: Nothing in this Agreement shall be deemed to create an agency, partnership or employment relationship between the City, Subrecipient or Owner.
61. Subcontracting & Assignment: Neither the Subrecipient nor Owner shall assign, delegate nor subcontract this Agreement without prior written approval by the Subrecipient. The Subrecipient and Owner shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or part of the Project. The Subrecipient and Owner shall require any such third-party to comply with all lawful requirements necessary to ensure that the Project is carried out in accordance with this Agreement.
62. Severability: If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable Federal and State law(s) and regulations and can be given effect without the invalid provision.
63. Modifications & Amendments: This Agreement may only be amended in writing signed by the City, Subrecipient and the Owner. All modifications and amendments to this Agreement shall be in writing; such modification or amendment shall not take effect until specifically approved in writing by the City and signed by all parties to this Agreement.
64. Notice: Any notice required by this Agreement shall be in writing, made by hand-delivery or first-class mail, and addressed to the following:

Subrecipient: Director, Department of Human Services
City & County of Broomfield
100 Spader Way
Broomfield, CO. 80020

Owners: Executive Director
Broomfield Housing Alliance
26 Garden Center, Ste 3B
Broomfield, CO 80020

City: City Manager with copy to:
Deputy Director of Housing & Human Services
City of Boulder
P.O. Box 791
Boulder, Colorado 80302

65. No Guarantee of Future Funding: The allocation of funds from the HOME Investment Partnerships program in no way guarantees the Subrecipient or Owner that it will receive additional assistance from the Subrecipient. Owner is encouraged to develop and endow a capital improvement fund to meet its future needs.
66. Complete Agreement: This document represents the complete agreement between the City, Subrecipient and Owner. No Party shall assign, sublet or transfer its interest in the Agreement without the written consent of the other. No amendments or modifications shall be made to this Agreement unless it is in writing and signed by both parties.
67. Recording of this Agreement: The Parties intend to record this Agreement with the Broomfield County Clerk and Recorder in order to put potential subsequent purchasers on notice of the terms and conditions contained herein.
68. Governing Law: The provisions of this Agreement shall be interpreted and enforced in accordance with Colorado law.
69. Authority to Sign: Each party warrants that the individual executing this Agreement is properly authorized to bind the party for which they sign to this Agreement.
70. Incorporation of Recitals: The Recitals set forth in this Agreement are hereby incorporated into and deemed a part of this Agreement.

IN WITNESS WHEREFORE, the Parties to this Agreement have caused it to be executed by each Party's authorized officer as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

SUBRECIPIENT

The City and County of Broomfield,
a Colorado municipal corporation and county

Mayor

ATTEST:

Office of the City and County Clerk

Date: _____

APPROVED AS TO FORM:

City and County Attorney

Date: _____

[signatures to continue on the next page]

OWNER

Broomfield Housing Alliance,
a Colorado municipal corporation

Kristin Hyser
Executive Director

ATTEST:

Office of the City and County Clerk

Date: _____

APPROVED AS TO FORM:

City and County Attorney

Date: _____

[signatures to continue on the next page]

CITY OF BOULDER,
a Colorado home rule city

Elizabeth Crowe
Deputy Director of Housing & Human Services

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney's Office

Date: _____

APPENDIX A
APPROVED ACTIVITIES & SCHEDULE OF COMPLETION

Owner: Broomfield Housing Alliance and BlueLine Development, Inc.

Project: The Grove at Cottonwood

Type of Project: Construction – Rental

Use of HOME-ARP Funds: Construction

Total # of Units in the Project: 40



HOME Subsidy Per Unit:

Total # of Accessible Units: 38

\$86,687 for 1 BD

Number of HOME Units: 3

\$105,414 for 2BD

Schedule for Completion	Completion Date
Date funds must be expended:	Four years from the date of execution of this agreement
Environmental Review Completed & Authority to Use Grant Funds (AUGF) received by HUD	 Prior to execution of Agreement
Underwriting & Subsidy Layering Analysis	Completed 2/19/2025
Submit Compliance Documents to City for Review/Approval <ul style="list-style-type: none"> a. Affirmative Marketing Plan (reviewed/approved by HUD) b. Tenant Selection Plan c. Template Lease & Addendums d. Schedule of Charges & Fees e. Utility Schedule f. Proposed Rent Limits 	Prior to receiving Certificate of Occupancy
Execute Agreement, Promissory Note, Deed of Trust and  Covenant	TBD
Submit Procurement Documents to the City for Approval	Prior to executing construction contract
Execute Construction Contract with General Contractor and start construction activities	Contract executed _____
Submit Weekly Certified Payroll, original wet signatures mailed to COB (as applicable)	Not applicable. (Only applicable if 12 or more HOME assisted units).
Submit Quarterly Progress & Section 3 Compliance Reports	Quarterly (Jan 31, Apr 30, July 31 and Oct 31 annually until funds are expended)
Submit Request for Reimbursements & Supplemental Documentation	At minimum, submit quarterly
Market Program	Prior to lease-up
Schedule HQS Inspections for all HOME-assisted units.	Prior to lease-up
Certificate of Occupancy	Issued _____
Lease-Up	Begin date _____
Project Completion Report <ul style="list-style-type: none"> a. Final Section 3 Report b. Beneficiary Information c. Audited Financial Statements, 990 & Single Audit, as applicable 	Prior to final Request for Reimbursement

**APPENDIX B
BUDGET**

Owner: Broomfield Housing Alliance and BlueLine Development, Inc.

Project: The Grove at Cottonwood

Type of Project: Construction – Rental

Summary of Project and Approved Activities:

HOME Eligible Costs	HOME-ARP Contribution	Other Sources	Contributions
	\$1,431,156		

Total Project Cost: _____

HOME Funds: _____

HOME-ARP Funds: \$1,431,156

Total Other Contributions: _____

APPENDIX C MONITORING

Owner: _____

Project: _____

At least annually, the Subrecipient will monitor the performance of the Owner to assure compliance with the requirements of this Agreement. At a minimum, the project will be visited during construction and an on-site for periodic inspections throughout construction and at project completion. The Owner is responsible for annual inspections as outlined in this Agreement throughout the HOME period of affordability. The Owner will be informed of the time of a monitoring visit and the general subject matter to be covered. An exit review of tentative conclusions will be held with the Owner to be followed by a formal monitoring letter within thirty (30) days of the date of the monitoring.

The Project monitoring review will include but not limited to:

- Monitor compliance with applicable federal HOME Program laws and regulations applicable to construction, project close-out, lease-up and long-term compliance throughout the HOME period of affordability
- Review of accounting system
- Review Subrecipient understanding of program financial requirements and internal controls
- Review of project files for required policies and procedures
- Review the records system for maintaining appropriate documentation
- Review of documents which demonstrate compliance with the requirements outlined in this Agreement and applicable HOME Program requirements.

Non-Compliance: If it is determined that the Subrecipient, Owner, or the Project has not met a requirement of the HOME Program, the City of Boulder will provide written notice of this determination and give the Subrecipient or Owner an opportunity to demonstrate within a stated timeline that it has done so. If the Subrecipient or Owner is unable to demonstrate compliance, the City of Boulder will take corrective action or remedial action. Said action will be designed to prevent a continuation of the deficiency; mitigate; to the extent possible, its adverse effects or consequences; and prevent its recurrence.

Owner may be required to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency through one or more of the following:

- Prepare and follow a schedule of actions for carrying out the affected activities consisting of schedules, timetables, and milestones necessary to implement the affected activities;
- Establish and follow a management plan that assigns responsibilities for carrying out the remedial action;
- Cancel or revise activities likely to be affected by the performance deficiency before expending program funding for the activity; and
- In addition, an annual monitoring may be undertaken upon a 30-day written notice for scheduling.

APPENDIX D

SUBPART H – OTHER FEDERAL REQUIREMENTS

§ 92.350 Other Federal requirements and nondiscrimination.

(a) The Federal requirements set forth in [24 CFR part 5, subpart A](#), are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling.

(b) The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108).

[[62 FR 28930](#), May 28, 1997, as amended at [81 FR 90657](#), Dec. 14, 2016]

§ 92.351 Affirmative marketing; minority outreach program.

(a) *Affirmative marketing.*

(1) Each participating jurisdiction must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If participating jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with [§ 92.253\(d\)\(3\)](#), the participating jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.

(2) The affirmative marketing requirements and procedures adopted must include:

(i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

(ii) Requirements and practices each subrecipient and owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

(iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

(iv) Records that will be kept describing actions taken by the participating jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and

(v) A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

(3) A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in [paragraphs \(a\) and \(b\)](#) of this section.

(b) **Minority outreach.** A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 200.321 of [title 2 Code of Federal Regulations](#) describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [78 FR 44678](#), July 24, 2013; [80 FR 75935](#), Dec. 7, 2015]

§ 92.352 Environmental review.

(a) **General.** The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) ([42 U.S.C. 4321](#)) and the related authorities listed in HUD's implementing regulations at [24 CFR parts 50](#) and [58](#). The applicability of the provisions of [24 CFR part 50](#) or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of the cost paid with HOME funds.

(b) **Responsibility for review.**

(1) The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under [24 CFR part 58](#). No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by [24 CFR part 58](#).

(2) A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.

(3) HUD will perform the environmental review, in accordance with [24 CFR part 50](#), for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [78 FR 44678](#), July 24, 2013]

§ 92.353 Displacement, relocation, and acquisition.

(a) ***Minimizing displacement.*** Consistent with the other goals and objectives of this part, the participating jurisdiction must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

(b) ***Temporary relocation.*** The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:

(1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

(2) Appropriate advisory services, including reasonable advance written notice of:

(i) The date and approximate duration of the temporary relocation;

(ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and

(iv) The provisions of [paragraph \(b\)\(1\)](#) of this section.

(c) *Relocation assistance for displaced persons* -

(1) **General.** A displaced person (defined in [paragraph \(c\)\(2\)](#) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) ([42 U.S.C. 4201-4655](#)) and [49 CFR part 24](#). A “displaced person” must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

(2) *Displaced Person.*

(i) For purposes of [paragraph \(c\)](#) of this section, the term *displaced person* means a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After notice by the owner to move permanently from the property, if the move occurs on or after:

(1) The date of the submission of an application to the participating jurisdiction or HUD, if the applicant has site control and the application is later approved; or

(2) The date the jurisdiction approves the applicable site, if the applicant does not have site control at the time of the application; or

(B) Before the date described in [paragraph \(c\)\(2\)\(i\)\(A\)](#) of this section, if the jurisdiction or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(C) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

- (i) The tenant's monthly rent before such agreement and estimated average monthly utility costs; or
 - (ii) The total tenant payment, as determined under [24 CFR 5.628](#), if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income;
 - (2) The tenant is required to relocate temporarily, does not return to the building/complex, and either
 - (i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or
 - (ii) Other conditions of the temporary relocation are not reasonable; or
 - (3) The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.
- (ii) Notwithstanding [paragraph \(c\)\(2\)\(i\)](#) of this section, a person does not qualify as a *displaced person* if:
- (A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the participating jurisdiction determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.
 - (B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a “displaced person” (or for any assistance under this section) as a result of the project;
 - (C) The person is ineligible under [49 CFR 24.2\(g\)\(2\)](#); or
 - (D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
- (iii) The jurisdiction may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.
- (3) **Initiation of negotiations.** For purposes of determining the formula for computing replacement housing assistance to be provided under [paragraph \(c\)](#) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or

acquisition of the real property, the term *initiation of negotiations* means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

(d) ***Optional relocation assistance.*** The participating jurisdiction may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to [paragraph \(c\)](#) of this section. The jurisdiction may also provide relocation assistance to persons covered under [paragraph \(c\)](#) of this section beyond that required. For any such assistance that is not required by State or local law, the jurisdiction must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

(e) ***Residential anti-displacement and relocation assistance plan.*** The participating jurisdiction shall comply with the requirements of [24 CFR part 42, subpart C](#).

(f) ***Real property acquisition requirements.*** The acquisition of real property for a project is subject to the URA and the requirements of [49 CFR part 24, subpart B](#).

(g) ***Appeals.*** A person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [61 FR 51760](#), Oct. 3, 1996; [62 FR 28930](#), May 28, 1997; [67 FR 61756](#), Oct. 1, 2002; [78 FR 44678](#), July 24, 2013]

§ 92.354 Labor.

(a) *General.*

(1) Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act ([40 U.S.C. 3141](#)), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)).

(2) The contract for construction must contain these wage provisions if HOME funds are used for any project costs in [§ 92.206](#), including construction or non-construction costs, of housing with 12 or more HOME-assisted units. When HOME funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer

of the housing that HOME funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.

(3) Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards, as applicable. Participating jurisdictions shall be responsible for ensuring compliance by contractors and subcontractors with labor standards described in this section. In accordance with procedures specified by HUD, participating jurisdictions shall:

- (i) Ensure that bid and contract documents contain required labor standards provisions and the appropriate Department of Labor wage determinations;
- (ii) Conduct on-site inspections and employee interviews;
- (iii) Collect and review certified weekly payroll reports;
- (iv) Correct all labor standards violations promptly;
- (v) Maintain documentation of administrative and enforcement activities; and
- (vi) Require certification as to compliance with the provisions of this section before making any payment under such contracts.

(b) **Volunteers.** The prevailing wage provisions of [paragraph \(a\)](#) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See [24 CFR part 70](#).

(c) **Sweat equity.** The prevailing wage provisions of [paragraph \(a\)](#) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [78 FR 44678](#), July 24, 2013]

[§ 92.355 Lead-based paint.](#)

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42](#)

[U.S.C. 4851-4856](#)), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

[[64 FR 50224](#), Sept. 15, 1999]

§ 92.356 Conflict of interest.

(a) ***Applicability.*** In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in [2 CFR 200.317](#) and [2 CFR 200.318](#), apply. In all cases not governed by [2 CFR 200.317](#) and [2 CFR 200.318](#), the provisions of this section apply.

(b) ***Conflicts prohibited.*** No persons described in [paragraph \(c\)](#) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(c) ***Persons covered.*** The conflict of interest provisions of [paragraph \(b\)](#) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(d) ***Exceptions: Threshold requirements.*** Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of [paragraph \(b\)](#) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) ***Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of [paragraph \(d\)](#) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in [paragraph \(c\)](#) of this section;

(5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

(f) ***Owners and developers.***

(1) No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in [§ 92.252\(e\)](#) or [§ 92.254\(a\)\(4\)](#). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) ***Exceptions.*** Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of [paragraph \(f\)\(1\)](#) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
- (iii) Whether the tenant protection requirements of [§ 92.253](#) are being observed;
- (iv) Whether the affirmative marketing requirements of [§ 92.351](#) are being observed and followed; and
- (v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [62 FR 28930](#), May 28, 1997; [78 FR 44679](#), July 24, 2013; [80 FR 75935](#), Dec. 7, 2015]

§ 92.357 Executive Order 12372.

- (a) **General.** Executive Order 12372, as amended by Executive Order 12416 ([3 CFR](#), 1982 Comp., p. 197 and [3 CFR](#), 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at [24 CFR part 52](#), allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.
- (b) **Applicability.** Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under [subpart J of this part](#) to units of general local government.

§ 92.358 Consultant activities.

No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, [Pub. L. 104-204](#) (September 26, 1996)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

[[62 FR 28930](#), May 28, 1997]

§ 92.359 VAWA requirements.

- (a) **General.**

(1) The Violence Against Women Act (VAWA) requirements set forth in [24 CFR part 5, subpart L](#), apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by this section.

(2) For the HOME program, the “covered housing provider,” as this term is used in HUD's regulations in [24 CFR part 5, subpart L](#), refers to:

(i) The housing owner for the purposes of [24 CFR 5.2005\(d\)\(1\)](#), [\(d\)\(3\)](#), and [\(d\)\(4\)](#) and [§ 5.2009\(a\)](#); and

(ii) The participating jurisdiction and the owner for purposes of [24 CFR 5.2005\(d\)\(2\)](#), [5.2005\(e\)](#), and [5.2007](#), except as otherwise provided in [paragraph \(g\)](#) of this section.

(b) **Effective date.** The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking became applicable upon enactment of VAWA 2013 on March 7, 2013. Compliance with the VAWA regulatory requirements under this section and [24 CFR part 5, subpart L](#), are required for any tenant-based rental assistance or rental housing project for which the date of the HOME funding commitment is on or after *December 16, 2016*.

(c) **Notification requirements.** The participating jurisdiction must provide a notice and certification form that meet the requirements of [24 CFR 5.2005\(a\)](#) to the owner of HOME-assisted rental housing.

(1) **For HOME-assisted units.** The owner of HOME-assisted rental housing must provide the notice and certification form described in [24 CFR 5.2005\(a\)](#) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in [24 CFR 5.2005](#) with any notification of eviction from a HOME-assisted unit.

(2) **For HOME tenant-based rental assistance.** The participating jurisdiction must provide the notice and certification form described in [24 CFR 5.2005\(a\)](#) to the applicant for HOME tenant-based rental assistance when the applicant's HOME tenant-based rental assistance is approved or denied. The participating jurisdiction must also provide the notice and certification form described in [24 CFR 5.2005\(a\)](#) to a tenant receiving HOME tenant-based rental assistance when the participating jurisdiction provides the tenant with notification of termination of the HOME tenant-based rental assistance, and when the participating jurisdiction learns that the tenant's housing owner intends to provide the tenant with notification of eviction.

(d) **Bifurcation of lease requirements.** For the purposes of this part, the following requirements shall apply in place of the requirements at [24 CFR 5.2009\(b\)](#):

(1) If a family living in a HOME-assisted rental unit separates under [24 CFR 5.2009\(a\)](#), the remaining tenant(s) may remain in the HOME-assisted unit.

(2) If a family who is receiving HOME tenant-based rental assistance separates under [24 CFR 5.2009\(a\)](#), the remaining tenant(s) will retain the HOME tenant-based rental assistance. The participating jurisdiction must determine whether the tenant that was removed from the unit will receive HOME tenant-based rental assistance.

(e) ***VAWA lease term/addendum.*** The participating jurisdiction must develop a VAWA lease term/addendum to incorporate all requirements that apply to the owner or lease under [24 CFR part 5, subpart L](#), and this section, including the prohibited bases for eviction and restrictions on construing lease terms under [24 CFR 5.2005\(b\)](#) and [\(c\)](#). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the participating jurisdiction determines that the tenant has met the conditions for an emergency transfer under [24 CFR 5.2005\(e\)](#). When HOME tenant-based rental assistance is provided, the lease term/addendum must require the owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. If HOME tenant-based rental assistance is the only assistance provided (*i.e.*, the unit is not receiving project-based assistance under a covered housing program, as defined in [24 CFR 5.2003](#)), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.

(f) ***Period of applicability.*** For HOME-assisted rental housing, the requirements of this section shall apply to the owner of the housing for the duration of the affordability period. For HOME tenant-based rental assistance, the requirements of this section shall apply to the owner of the tenant's housing for the period for which the rental assistance is provided.

(g) ***Emergency Transfer Plan.***

(1) The participating jurisdiction must develop and implement an emergency transfer plan and must make the determination of whether a tenant qualifies under the plan. The plan must meet the requirements in [24 CFR 5.2005\(e\)](#), as supplemented by this section.

(2) For the purposes of [§ 5.2005\(e\)\(7\)](#), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the participating jurisdiction must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the participating jurisdiction may:

(i) Establish a preference under the participating jurisdiction's HOME program for tenants who qualify for emergency transfers under [24 CFR 5.2005\(e\)](#);

(ii) Provide HOME tenant-based rental assistance to tenants who qualify for emergency transfers under [24 CFR 5.2005\(e\)](#); or

(iii) Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.

APPENDIX E

SECTION 3 CLAUSE

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The Owner agrees to send to each labor organization or representative of workers with which the Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Owner's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Subrecipient and Owner agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The Owner will certify that any vacant employment positions, including training positions, that are filled (1) after the Owner is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.
6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, terminations of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Understanding Section 3 Training

<https://www.hudexchange.info/trainings/section-3/>



City and County of Broomfield

City Council Regular Meeting

A. First Amendment to the 2025 Budget

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Action Items Item: 7A.
Presented By	
David Acevedo-Yates	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

[View Presentation](#)

These action items (7A & 7B) are the first amendments to the 2025 City and County of Broomfield and Broomfield Urban Renewal Authority (BURA) budgets.

Attachments

[Memo for First Amendment to the 2025 Budget.pdf](#)

[Resolution No. 2025-44 First Amendment to the 2025 Budget.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The purpose of this memo is to provide the City Council / Broomfield Urban Renewal Authority (BURA) Board with relevant financial information regarding a proposed amendment to the 2025 City and County of Broomfield budget and the 2025 BURA budget, both [adopted](#) on October 22, 2024.

The 2025 beginning balances for each fund in the proposed amendments are estimates based on 2024 unaudited actual expenditures. Final, audited beginning fund balances will be included in a subsequent budget amendment of both entities later this year. The main purpose of this amendment is to recognize that a portion of the allocated revenues and expenditures associated with specific capital projects and grants have not been expended and need to be rolled forward to complete the projects. These funds have already been approved by Council, and are only being brought forward from 2024 to 2025.

Both Proposed Resolution No. 2025-44 and Proposed Resolution No. 2025-52 UR would amend the adopted 2025 City and County and BURA budgets to reflect the requested rollovers of unspent allocations for capital projects and grants that began prior to 2025 and are expected to continue into 2025. The proposed resolutions would also amend the 2025 budgets with additional operational and capital expenses identified since the budget adoption.

The proposed budget amendments are consistent with Colorado's local government budget laws and with generally accepted principles of governmental accounting.

City and County of Broomfield Budget Amendment #1 Summary

The [First Amendment Summary](#) includes the proposed budget amendments by fund. The summary reflects the amended revenue, expenditures, and the 2025 unaudited beginning balance and projected ending fund balances for each of the amended funds.

General Governmental Operational Funds

Amendment #1 of the 2025 budget is primarily related to rollovers of grants that were budgeted in 2024 but are continuing into 2025. The timing of grant awards reflects state or federal fiscal years, instead of Broomfield's calendar fiscal year. In all cases, grant funds rolled over will only be used for the purposes for which they were originally authorized by the grantor and approved by City Council. Amendment #1 also includes the rollover of a capital improvement project (CIP) related to the American Rescue Plan Act (ARPA) for the Broomfield Heights Stormwater Improvement Project.

Amendment #1 of 2025 includes revenue increases of \$14,388,122 and expenditure increases of \$13,140,495 across all General Governmental Funds. The attached [table](#) provides details of all changes to the 2025 General Governmental Funds in amendment #1. The projected 2025 ending fund balance across all General Governmental Operating Funds after this amendment is \$18,211,231. This amount does NOT include Broomfield's 20% operating reserve that is set aside in the event of a catastrophic emergency to ensure critical community functions continue.

General Governmental Capital Funds

Amendment #1 includes capital project expenditure totaling \$73,107,734. The amendment also includes a total of \$18,228,553 in revenue changes. The majority of these changes are related to capital project grant awards rolling over but it also includes \$5,400,000 in Open Space Reserves being allocated to cover the Miller Property acquisition. These reserves were accumulated over time from Public Land Dedication fees. The attached [table](#) provides details of all changes to the 2025 General Governmental Capital Funds in amendment #1.

The projected 2025 ending fund balance across all General Governmental Capital Funds after this amendment is \$44,264,937.

Enterprise Funds

Amendment #1 of the 2025 Enterprise Funds budget is primarily related to rollovers of CIP projects that were budgeted in 2024 but are continuing into 2025. The amendment includes funding to implement the Utility Rate Assistance Fund (URAF). The URAF was implemented at the direction of City Council to provide financial assistance in the form of credits or reimbursements to qualifying residents that meet specific income guidelines. The URAF was initiated to minimize the financial hardship of recent increases to utility rates in Broomfield.

Amendment #1 includes Enterprise Funds capital project expenditure rollovers & changes totaling \$47,506,010. The expenditures include \$620,700 for URAF reimbursements and \$75,171 for waste hauler implementation. There is also a reduction of expected revenues of \$1,479,300 due to URAF credits. The attached [table](#) provides details of all changes to the 2025 Enterprise funds in amendment #1.

Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to finance various improvement projects within the Authority's boundaries. The primary funding sources for BURA are incremental tax revenues; including sales, use, and property.

The proposed Resolution No. 2025-52 UR, is the first amendment to the budget since its adoption on October 22, 2024. This first amendment to the 2025 BURA budget includes rollovers of capital projects that were budgeted in 2024 and are continuing into 2025 totalling \$4,013,669.

The following tables summarize the 2025 revised budget for BURA.

- [BURA Summary](#)
- [BURA Changes](#)

Financial Considerations

Financial Details are included in the linked Budget tables within the memo.

Prior Council or Other Entity Actions

October 22, 2024: [Resolution No. 2024-149](#) Approving the 2025 City and County of Broomfield Budget

October 22, 2024: [Resolution No. 2024-150-UR](#) Approving the 2025 Broomfield Urban Renewal Area Budget

October 22, 2024: [Resolution No. 2024-151-AID](#) Approving the 2025 Arista Local Improvement District Budget

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Council desires to approve the proposed budget amendments for the City and County of Broomfield, the appropriate motion is...

That Resolution No. 2025-44 be adopted.

If the BURA Board desires to approve the proposed budget amendments for the Broomfield Urban Renewal Authority, the appropriate motion is...

That Resolution No. 2025-52 UR be adopted.

Alternatives

Decline to appropriate rollover funds and budget adjustments described in the linked tables. Failure to amend the 2025 budget to reflect carryovers from the 2024 capital projects and grants could result in the ceasing of associated projects or programs.

RESOLUTION NO. 2025-44

A Resolution authorizing and approving the first amendment to the City and County of Broomfield Budget for the year 2025

Section 1. Recitals

1.1 Whereas, the City Council, by Resolution No. 2024-149, dated October 22, 2024, adopted the budget for the City and County of Broomfield for the calendar year 2025; and

1.2 Whereas, the City Council desires to amend said budget to reflect additional unexpended capital improvement project budgets expected to be completed in future years, operating budget adjustments, including personnel, as well as new and carryover grants.

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

Section 2. Budget Amendment

Pursuant to Section 12.10 of the Charter for the City and County of Broomfield and upon certification by the City and County Manager, the Budget for the City and County of Broomfield for the year 2025 is hereby amended as follows.

2.1 City and County General Fund: Projected Fund Balance

The amount budgeted for total City and County General Fund Expenditures is hereby increased by \$12,319,261 from \$160,125,773 to \$172,445,034.

The amount budgeted for total City and County General Fund Revenue is hereby increased by \$13,288,213 from \$145,628,257 to \$158,916,470.

The unaudited beginning fund balance is hereby decreased by \$4,237,437 from \$26,528,077 to \$22,290,640 with this amendment, the projected ending fund balance for the Fund will be \$8,762,077.

2.2 Recreation Fund: Projected Fund Balance

The amount budgeted for total Recreation Fund Expenditures is hereby increased by \$10,000 from \$11,753,560 to \$11,763,560.

The amount budgeted for total Recreation Fund Revenue is hereby increased by \$19,565 from \$11,753,560 to \$11,773,125.

The unaudited beginning fund balance is hereby increased by \$1,178,207 from \$0 to \$1,178,207. With this amendment, the projected ending fund balance for the Fund will be \$1,187,772.

2.3 Streets Fund: Projected Fund Balance

The amount budgeted for total Streets Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Streets Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$388,906 from \$0 to \$388,906. With this amendment, the projected ending fund balance for the Fund will be \$388,906.

2.4 Library Fund: Projected Fund Balance

The amount budgeted for total Library Fund Expenditures is hereby increased by \$266,561 from \$4,575,506 to \$4,842,067.

The amount budgeted for total Library Fund Revenue is hereby increased by \$98,561 from \$4,473,569 to \$4,572,130.

The unaudited beginning fund balance is hereby decreased by \$4,827 from \$1,379,691 to \$1,374,864. With this amendment, the projected ending fund balance for the Fund will be \$1,104,927.

2.5 Facilities Fund: Projected Fund Balance

The amount budgeted for total Facilities Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Facilities Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$757,608 from \$0 to \$757,608. With this amendment, the projected ending fund balance for the Fund will be \$757,608.

2.6 Cemetery Fund: Projected Fund Balance

The amount budgeted for total Cemetery Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Cemetery Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$29,585 from \$0 to \$29,585. With this amendment, the projected ending fund balance for the Fund will be \$29,585.

2.7 Lodging Tax Fund: Projected Fund Balance

The amount budgeted for total Lodging Tax Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Lodging Tax Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$35,692 from \$0 to \$35,692. With this amendment, the projected ending fund balance for the Fund will be \$35,692.

2.8 Human Services Fund: Projected Fund Balance

The amount budgeted for total Human Services Fund Expenditures is hereby increased by \$544,674 from \$21,696,810 to \$22,241,484.

The amount budgeted for total Human Services Fund Revenue is hereby increased by \$981,773 from \$20,780,976 to \$21,762,749.

The unaudited beginning fund balance is hereby increased by \$728,930 from \$5,694,469 to \$6,423,399. With this amendment, the projected ending fund balance for the Fund will be \$5,944,664.

2.9 Capital Improvement Fund: Projected Fund Balance

The amount budgeted for total Capital Improvement Fund Expenditures is hereby increased by \$50,497,920 from \$36,785,760 to \$87,283,680.

The amount budgeted for total Capital Improvement Fund Revenue is hereby increased by \$11,755,499 from \$34,760,869 to \$46,516,368.

The unaudited beginning fund balance is hereby increased by \$39,119,981 from \$14,973,637 to \$54,093,618. With this amendment, the projected ending fund balance for the Fund will be \$13,326,306.

2.10 Asset Replacement Fund: Projected Fund Balance

The amount budgeted for total Asset Replacement Fund Expenditures is hereby increased by \$8,673,761 from \$26,292,146 to \$34,965,907.

The amount budgeted for total Asset Replacement Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$11,357,744 from \$2,096,074 to \$13,453,818. With this amendment, the projected ending fund balance for the Fund will be \$(9,856,575).

2.11 Conservation Trust Fund: Projected Fund Balance

The amount budgeted for total Conservation Trust Fund Expenditures is hereby increased by \$2,762,180 from \$1,130,000 to \$3,892,180.

The amount budgeted for total Conservation Trust Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$2,676,748 from \$101,727 to \$2,778,475. With this amendment, the projected ending fund balance for the Fund will be \$180,109.

2.12 Open Space & Parks Fund: Projected Fund Balance

The amount budgeted for total Open Space and Parks Fund Expenditures is hereby

increased by \$11,173,712 from \$8,278,223 to \$19,451,935.

The amount budgeted for total Open Space and Parks Fund Revenue is hereby decreased by \$6,473,054 from \$9,311,373 to \$15,784,427.

The unaudited beginning fund balance is hereby increased by \$6,426,745 from \$18,101,846 to \$24,528,591. With this amendment, the projected ending fund balance for the Fund will be \$20,861,083.

2.13 Service Expansion Fee Capital Fund: Projected Fund Balance

The amount budgeted for total Service Expansion Fee Capital Fund Expenditures is hereby increased by \$161 from \$107,850 to \$108,011.

The amount budgeted for total Service Expansion Fee Capital Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$88,969 from \$12,914,918 to \$13,003,887. With this amendment, the projected ending fund balance for the Fund will be \$14,116,226.

2.14 Developer Agreement Fund: Projected Fund Balance

The amount budgeted for total Service Expansion Fee Capital Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Service Expansion Fee Capital Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$2,308,693 from \$3,244,787 to \$5,553,480. With this amendment, the projected ending fund balance for the Fund will be \$5,637,788.

2.15 Debt Service Fund: Projected Fund Balance

The amount budgeted for total Debt Services Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Debt Services Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$112,112 from \$11,588 to \$123,700. With this amendment, the projected ending fund balance for the Fund will be \$120,000.

2.16 Water Fund: Projected Fund Balance

The amount budgeted for total Water Fund Expenditures is hereby increased by \$28,128,280 from \$47,074,643 to \$75,202,923.

The amount budgeted for total Water Fund Revenue is hereby decreased by \$1,479,300 from \$45,360,125 to \$43,880,825.

The unaudited beginning fund balance is hereby increased by \$27,129,747 from

\$20,789,295 to \$47,919,042. With this amendment, the projected ending fund balance for the Fund will be \$16,596,944.

2.17 Sewer Fund: Projected Fund Balance

The amount budgeted for total Sewer Fund Expenditures is hereby increased by \$17,137,895 from \$45,851,326 to \$62,989,221.

The amount budgeted for total Sewer Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$12,036,839 from \$77,390,833 to \$89,427,672. With this amendment, the projected ending fund balance for the Fund will be \$56,158,250.

2.18 Water Reclamation Fund: Projected Fund Balance

The amount budgeted for total Water Reclamation Fund Expenditures is hereby increased by \$4,042,121 from \$4,827,795 to \$8,869,916.

The amount budgeted for total Water Reclamation Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$3,550,224 from \$6,708,681 to \$10,258,905. With this amendment, the projected ending fund balance for the Fund will be \$6,449,425.

2.19 Stormwater Fund: Projected Fund Balance

The amount budgeted for total Stormwater Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Stormwater Fund Revenue is unchanged by this amendment.

With this amendment, the projected ending fund balance for the Fund will be \$3,660,812.

2.20 Employee Medical Care Fund: Projected Fund Balance

The amount budgeted for total Employee Medical Care Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Medical Care Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby decreased by \$2,472,865 from \$7,352,094 to \$4,879,229. With this amendment, the projected ending fund balance for the Fund will be \$5,066,560.

2.21 Employee Retiree Health Insurance Plan Fund: Projected Fund Balance

The amount budgeted for total Employee Retiree Health Insurance Plan Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Retiree Health Insurance Plan Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$192,231 from \$5,033,474 to \$5,225,705. With this amendment, the projected ending fund balance for the Fund will be \$5,684,205.

2.22 Employee Defined Benefit Pension Fund: Projected Fund Balance

The amount budgeted for total Employee Defined Benefit Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Defined Benefit Pension Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$1,565,357 from \$8,012,020 to \$9,577,377. With this amendment, the projected ending fund balance for the Fund will be \$9,319,516.

2.23 Employee Money Purchase Pension Fund: Projected Fund Balance

The amount budgeted for total Employee Money Purchase Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Money Purchase Pension Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$9,345,018 from \$93,158,056 to \$102,503,074. With this amendment, the projected ending fund balance for the Fund will be \$110,993,935.

2.24 Police Defined Benefit Pension Fund: Projected Fund Balance

The amount budgeted for total Police Defined Benefit Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Police Defined Benefit Pension Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$2,414 from \$44,125 to \$46,539. With this amendment, the projected ending fund balance for the Fund will be \$41,539.

2.25 Police Money Purchase Pension Fund: Projected Fund Balance

The amount budgeted for total Police Money Purchase Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Police Money Purchase Pension Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby decreased by \$672,533 from \$1,732,400 to \$1,059,867. With this amendment, the projected ending fund balance

for the Fund will be \$1,163,507.

2.26 Tax Passthrough Fund: Projected Fund Balance

The amount budgeted for total Tax Passthrough Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Tax Passthrough Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$131,577 from \$2,357 to \$133,934. With this amendment, the projected ending fund balance for the Fund will be \$133,934.

2.27 Inmate Checking Fund: Projected Fund Balance

The amount budgeted for total Inmate Checking Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Inmate Checking Fund Revenue is unchanged by this amendment.

The unaudited beginning fund balance is hereby increased by \$2,296 from \$29,837 to \$32,133. With this amendment, the projected ending fund balance for the Fund will be \$32,133.

Section 3. Budget Tables

3.1 Budget Tables for all amended funds are made an integral part hereof, and all other applicable budget tables are amended by the inclusion of the amendments set forth above.

Section 4. Effective Date

This resolution is effective on the date of approval by the City Council.

Approved on March 11, 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



City and County of Broomfield

City Council Regular Meeting

B. First Amendment to the BURA 2025 Budget

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Action Items Item: 7B.
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	David Acevedo-Yates
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

[View Presentation](#)

These action items (7A & 7B) are the first amendments to the 2025 City and County of Broomfield and Broomfield Urban Renewal Authority (BURA) budgets.

Attachments

[Memo for First Amendment to the 2025 Budget.pdf](#)

[Resolution No. 2025-52 UR First Amendment to the 2025 BURA Budget.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The purpose of this memo is to provide the City Council / Broomfield Urban Renewal Authority (BURA) Board with relevant financial information regarding a proposed amendment to the 2025 City and County of Broomfield budget and the 2025 BURA budget, both [adopted](#) on October 22, 2024.

The 2025 beginning balances for each fund in the proposed amendments are estimates based on 2024 unaudited actual expenditures. Final, audited beginning fund balances will be included in a subsequent budget amendment of both entities later this year. The main purpose of this amendment is to recognize that a portion of the allocated revenues and expenditures associated with specific capital projects and grants have not been expended and need to be rolled forward to complete the projects. These funds have already been approved by Council, and are only being brought forward from 2024 to 2025.

Both Proposed Resolution No. 2025-44 and Proposed Resolution No. 2025-52 UR would amend the adopted 2025 City and County and BURA budgets to reflect the requested rollovers of unspent allocations for capital projects and grants that began prior to 2025 and are expected to continue into 2025. The proposed resolutions would also amend the 2025 budgets with additional operational and capital expenses identified since the budget adoption.

The proposed budget amendments are consistent with Colorado's local government budget laws and with generally accepted principles of governmental accounting.

City and County of Broomfield Budget Amendment #1 Summary

The [First Amendment Summary](#) includes the proposed budget amendments by fund. The summary reflects the amended revenue, expenditures, and the 2025 unaudited beginning balance and projected ending fund balances for each of the amended funds.

General Governmental Operational Funds

Amendment #1 of the 2025 budget is primarily related to rollovers of grants that were budgeted in 2024 but are continuing into 2025. The timing of grant awards reflects state or federal fiscal years, instead of Broomfield's calendar fiscal year. In all cases, grant funds rolled over will only be used for the purposes for which they were originally authorized by the grantor and approved by City Council. Amendment #1 also includes the rollover of a capital improvement project (CIP) related to the American Rescue Plan Act (ARPA) for the Broomfield Heights Stormwater Improvement Project.

Amendment #1 of 2025 includes revenue increases of \$14,388,122 and expenditure increases of \$13,140,495 across all General Governmental Funds. The attached [table](#) provides details of all changes to the 2025 General Governmental Funds in amendment #1. The projected 2025 ending fund balance across all General Governmental Operating Funds after this amendment is \$18,211,231. This amount does NOT include Broomfield's 20% operating reserve that is set aside in the event of a catastrophic emergency to ensure critical community functions continue.

General Governmental Capital Funds

Amendment #1 includes capital project expenditure totaling \$73,107,734. The amendment also includes a total of \$18,228,553 in revenue changes. The majority of these changes are related to capital project grant awards rolling over but it also includes \$5,400,000 in Open Space Reserves being allocated to cover the Miller Property acquisition. These reserves were accumulated over time from Public Land Dedication fees. The attached [table](#) provides details of all changes to the 2025 General Governmental Capital Funds in amendment #1.

The projected 2025 ending fund balance across all General Governmental Capital Funds after this amendment is \$44,264,937.

Enterprise Funds

Amendment #1 of the 2025 Enterprise Funds budget is primarily related to rollovers of CIP projects that were budgeted in 2024 but are continuing into 2025. The amendment includes funding to implement the Utility Rate Assistance Fund (URAF). The URAF was implemented at the direction of City Council to provide financial assistance in the form of credits or reimbursements to qualifying residents that meet specific income guidelines. The URAF was initiated to minimize the financial hardship of recent increases to utility rates in Broomfield.

Amendment #1 includes Enterprise Funds capital project expenditure rollovers & changes totaling \$47,506,010. The expenditures include \$620,700 for URAF reimbursements and \$75,171 for waste hauler implementation. There is also a reduction of expected revenues of \$1,479,300 due to URAF credits. The attached [table](#) provides details of all changes to the 2025 Enterprise funds in amendment #1.

Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to finance various improvement projects within the Authority's boundaries. The primary funding sources for BURA are incremental tax revenues; including sales, use, and property.

The proposed Resolution No. 2025-52 UR, is the first amendment to the budget since its adoption on October 22, 2024. This first amendment to the 2025 BURA budget includes rollovers of capital projects that were budgeted in 2024 and are continuing into 2025 totalling \$4,013,669.

The following tables summarize the 2025 revised budget for BURA.

- [BURA Summary](#)
- [BURA Changes](#)

Financial Considerations

Financial Details are included in the linked Budget tables within the memo.

Prior Council or Other Entity Actions

October 22, 2024: [Resolution No. 2024-149](#) Approving the 2025 City and County of Broomfield Budget

October 22, 2024: [Resolution No. 2024-150-UR](#) Approving the 2025 Broomfield Urban Renewal Area Budget

October 22, 2024: [Resolution No. 2024-151-AID](#) Approving the 2025 Arista Local Improvement District Budget

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Council desires to approve the proposed budget amendments for the City and County of Broomfield, the appropriate motion is...

That Resolution No. 2025-44 be adopted.

If the BURA Board desires to approve the proposed budget amendments for the Broomfield Urban Renewal Authority, the appropriate motion is...

That Resolution No. 2025-52 UR be adopted.

Alternatives

Decline to appropriate rollover funds and budget adjustments described in the linked tables. Failure to amend the 2025 budget to reflect carryovers from the 2024 capital projects and grants could result in the ceasing of associated projects or programs.

RESOLUTION NO. 2025-52 UR

A Resolution authorizing and approving the first amendment to the Broomfield Urban Renewal Authority Budget for the year 2025

Be it resolved by the Board for the Broomfield Urban Renewal Authority :

Section 1. Recitals

1.1 Whereas, the Broomfield Urban Renewal Authority, by Resolution No. 2024-150-UR, dated October 22, 2024, adopted the budget for the Broomfield Urban Renewal Authority for the calendar year 2025; and

1.2 Whereas, the Broomfield Urban Renewal Authority desires to amend said budget to reflect revisions to expenditures, capital projects, and grants since the adoption of the fiscal year 2025 budget.

Section 2. Budget Amendment

The following sums of money are hereby appropriated for the Fiscal Year 2025 in the amounts set forth in Table 1 and as follows:

Summary of 2025 Budget Amendment #1				
Fund	2025 Original Budget	2025 Amd #1 Change	2025 Amended Budget	2025 Projected Ending Fund Balance
General Operations	\$ 54,215,547	\$ 4,013,669	\$ 58,229,416	\$54,900,580

Section 3. Budget Tables

3.1 Budget Tables for all amended funds are made an integral part hereof, and all other applicable budget tables are amended by the inclusion of the amendments set forth.

Section 4. Effective Date

This resolution is effective on the date of approval by the Broomfield Urban Renewal Authority.

Approved on March 11, 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



City and County of Broomfield

City Council Regular Meeting

C. Police Building Design Amendment

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Action Items Item: 7C.
Presented By	
Katie Allen	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

This agenda item approves an amendment to the consulting agreement with Anderson Mason Dale for the design of the proposed Police Building. A Consulting Agreement with Anderson Mason Dale Architect was entered into on May 31, 2024, for \$99,800. It was signed by the City and County Manager pursuant to her contract authority. The first amendment to the Consulting Agreement with AMD is for design services through the completion of Construction Documents.

Attachments

[AMD Consulting Agreement Memo for PD.pdf](#)

[Resolution 2025-55.pdf](#)

[AMD Consulting Amendment Police Building-AMD-Signed w Attachments.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-55 would approve the First Amendment to the Consulting Agreement with Anderson Mason Dale Architects, P.C. (AMD) for the design of the proposed Police Building.

Background

The Broomfield Police Department is headquartered at 7 DesCombes Drive where it occupies half the building (35,424 SF). The other half is occupied by Broomfield Combined Courts. The police department has two very small substations. One is located at the Flatiron Crossing Mall and the other is a single room plus restroom in the Anthem neighborhood.

The police department has 265.5 employees of which approximately 207 are stationed out of Police Headquarters at 7 DesCombes Drive. The remainder of the employees work out of the Detention Center at 11600 Ridge Parkway. Unlike many of the staff who work out of other City and County buildings, the Police Department has very few staff who can work remotely. Police Headquarters is operating beyond full capacity and with the anticipation of additional FTEs in the near future, this will create additional demand on the already limited workspace.

A combined Space Needs Assessment (“Assessment”) for the Police Department and the George DiCiero City and County Building (1 DesCombes Drive) was completed in late 2022. The Assessment recommended a new police building, totaling approximately 81,000 square feet, to house the department’s current and anticipated functions, including a dedicated Emergency Operations Center (EOC) and specialty training, support, and storage spaces. The Assessment recommended the proposed building be located immediately west of the current building on Broomfield property where there is currently a solar panel array.

Broomfield issued an RFP for public safety architectural firms to perform a building siting evaluation and conceptual layout for the location of a new Broomfield Police Building. Anderson Mason Dale (AMD) was selected for this first phase of the project. The RFP acknowledged that the intent would be to retain the same architecture team throughout all phases of the project.

The goals of the first phase of the project were to: confirm that the proposed location (current solar panel field area) is the best location within the [area](#) bounded by DesCombes Drive, Spader Way, and 3rd Avenue; make a recommendation on the type of building (single-story, multi-story), general footprint, and orientation; provide a conceptual site layout for the building, associated parking, green space/landscape areas, paths, and stormwater facilities; develop 3D, conceptual-level perspective graphics; provide a conceptual layout of any significant changes to the remainder of the current perimeter area such as changes to existing parking areas, access, landscape areas, and pathways; and provide an updated, conceptual-level cost estimate for the proposed building including site work, utility relocations, and other site modifications.

After evaluating several locations within the perimeter area, the project team determined that the location on the corner of E. 3rd Avenue and DesCombes Drive where the current solar panel array is located is the best location for the proposed building. A two-story building is recommended. The linked graphics show the [proposed site layout and building massing](#). A detailed review of all of the programmatic spaces was conducted over several meetings with PD staff. The proposed building area is 86,729 SF. Detailed information regarding the phase 1 effort is included in the [Broomfield Police Department Site Selection and](#)

[Conceptual Layout Report](#). The conceptual-level cost estimate for the proposed project is approximately \$73.5M in mid-2026 dollars. Approximately \$7M will be cash funded with the remainder being financed through a bond issuance. The General Obligation bond is anticipated to be around \$66M for the construction cost and is anticipated for early 2026.

Council reviewed the Police Building Conceptual design information at the [November 19, 2024 Study Session](#) and directed staff to proceed with the detailed design of the project. AMD submitted a design scope and fee for the project. A Consulting Agreement with Anderson Mason Dale Architect (AMD) was entered into on May 31, 2024, for \$99,800. It was signed by the City and County Manager pursuant to her contract authority. The first amendment to the Consulting Agreement with AMD is for design services through the completion of Construction Documents. Staff anticipates a second amendment to the design contract for bidding assistance, construction administration, furniture design, and project closeout support in 2026. The second amendment is estimated to be approximately \$1.9M. The total design cost is estimated to be approximately 9.4% of the construction cost. Industry standard is 10%.

Staff will bring a project update to Council following the completion of the schematic design, in mid-2025. A project webpage will be created to share project information and a public (neighborhood) meeting would be planned following Council's schematic design review. A formal site development plan process and concept review is not required.

Staff will also be issuing a Request for Proposals (RFP) to hire a contractor to serve as the Construction Manager/General Contractor (CM/GC) in mid-2025. The contractor would provide preconstruction services to support the project during design development and the construction document stage by providing cost estimates, constructability reviews, and alternative analyses for major cost and scope items.

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
2025 CIP Fund - Police Building (24R0042) 20-70010-55200	\$5,055,770
Total of Funds	\$5,055,770
Consulting Agreement with AMD	-\$99,800
Consulting Agreement Amendment One with AMD	-\$4,688,600
Site Survey (estimate)	-\$50,000
CMGC Preconstruction Services (estimate)	-\$150,000
Contingency	-\$67,370
Projected Balance	\$0

Prior Council or Other Entity Actions

Council previously authorized funds in the [2025 Budget](#).

[Nov. 19, 2024 - Study Session](#) - Council provided support and direction to proceed with a design agreement.

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 2025-55 be adopted.

Alternatives

Do not proceed with the project.

RESOLUTION NO. 2025-55

A resolution approving the First Amendment to Consulting Agreement with Anderson Mason Dale Architects, P.C. for the Broomfield Police Building Project

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

Section 1.

The First Amendment to Consulting Agreement by and between the City and County of Broomfield and Anderson Mason Dale Architects, P.C. for design services for the Police Building Project in an amount not to exceed \$4,788,400 (Consulting Agreement \$99,800 + \$4,688,600 First Amendment) 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 March 11, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

FIRST AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND ANDERSON MASON DALE
ARCHITECTS
FOR THE BROOMFIELD POLICE BUILDING PROJECT

1. PARTIES. The parties to this First Amendment for the Broomfield Police Building (this "First Amendment") are the City and County of Broomfield, a Colorado municipal corporation and county (the "City"), and Anderson Mason Dale Architects, P.C. a Colorado professional corporation (the "Consultant"), collectively, the "Parties", individually, the "Party".
2. RECITALS. The recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
 - 2.1. The Parties entered into a Consulting Agreement dated May 31, 2024 (the "Original Agreement"), in which the Consultant agreed to provide consulting services for the first phase of the Broomfield Police Building Project.
 - 2.2. The parties to this First Amendment desire to amend the Original Agreement to add additional services for the next phase of the Project.
3. THE AMENDMENT. 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. Paragraph 3.1.2, Basic Services, of the Original Agreement is hereby amended to add the following: The Consultant shall perform the additional duties and responsibilities as described in Exhibit A-1 (attached hereto and made part hereof).
 - 3.2. Paragraph 3.1.5, Completion Date, of the Original Agreement is hereby amended to extend the term of the Agreement until March 31, 2026.
 - 3.3. Paragraph 3.4.1, Aggregate Limit, of the Original Agreement is hereby amended the not to exceed price as follows: The total amount paid by the City to the Consultant under this Agreement shall not exceed **\$4,788,400** (Consulting Agreement \$99,800 + \$4,688,600 First Amendment) including reimbursables. The Consultant rates are attached hereto as Exhibit C.
 - 3.4. Paragraph 4.1.2, Indemnification, is hereby amended to delete the work "defend" from the first sentence of this section.
 - 3.5. Paragraph 4.1.3, No Limitation on Claims, is hereby deleted in its entirety and replaced with the following:

"4.1.3 Limitation of Liability. The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence,

negligent misrepresentation and breach of contract, shall be limited to the aggregate of Consultant's, and any liable subconsultant's, insurance limits after paying any applicable deductible or self-insured amount."

4. 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 Consultant shall use commercially reasonable efforts to ensure that all digital deliverables and digital technology provided pursuant to the terms of this Amendment and this Original 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, and the Consultant shall work cooperatively with the City, at no additional cost to the City, to meet any reasonable accommodations unless otherwise exempt under the new law.
5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

[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

ATTEST:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

Anderson Mason Dale Architects, P.C., a
Colorado professional corporation

By: 
Name: David Pfeifer, AIA
Its: President

Exhibit A-1

See attached.

AndersonMasonDale

Katie Allen, PE
Co-Director of Community Development
City and County of Broomfield
1 DesCombes Drive
Broomfield, CO 80020
Office: (303) 438-6250 | Cell: (720) 520-1526
kallen@broomfield.org

20 February 2025 r4

Re: Fee Proposal for the New Broomfield Police Headquarters

Katie:

Anderson Mason Dale is a native Colorado design firm focused primarily on the public realm and the service of our public institutions. We understand the need to invest in our public servants. They are fundamentally driven by a desire to serve our communities in essential ways. Our studio recognizes the commitment and sacrifice of this work, and we take great pleasure in developing the very best, most functional, easy-to-use, accessible, welcoming, state-of-the-art facilities that we can provide to these public servants and the community.

We are honored to be part of the City and County of Broomfield's (CCB) team in designing a new, purpose-built, state-of-the-art headquarters for their police department. This facility will be located on the existing CCB campus at 1 DesCombes, in the heart of Broomfield.

We are grateful to have participated in the site selection, initial program verification, and conceptual design. Through this collaboration, we have confirmed that the need for a new police facility is long overdue. Broomfield, like many communities along the Front Range, is experiencing growth and requires a police station that can effectively serve and protect its residents for years to come.

Project Description

- Project Parameters
 - 2-story building, no basement
 - 80,000 to 85,000 gross square feet, pending approval of Schematic Design
 - The Project will be classified as Risk Category IV (2021 IBC 1604.5)
 - NFPA 1225 compliance (Standard for Emergency Services Communications)
 - CALEA Accreditation compliance
 - Assume short-term holding and interview only. The City and County currently has a separate, off-site detention center for booking, processing, and housing.

- The site has been rezoned to allow public facilities by right. A formal SDP process is not required.
- As of the date of this proposal, the building will be under the 2021 IBC and 2024 NEC.
- The Project will not pursue LEED Certification
- The Owner is in the process of obtaining a site survey. This information will be available the first quarter of 2025.
- Broomfield Police Program Summary
 - Records and Lobby
 - Community Room
 - Chief of Police and Administration
 - Patrol and Special Operations Spaces
 - Investigations and Short-Term Interview
 - Victims Services
 - Staff Lockers, Support Spaces, and Fitness Spaces
 - Property And Evidence Processing and Storage
 - Crime Lab, ASCLD Accredited
 - 911 Communications, NFPA 1225
 - Indoor Special Vehicle Storage
 - Limited Public Parking and Secure Site
- Some level of ballistic protection will be incorporated into the public facing exterior and interior assemblies. A blast film will be installed on the interior of all public facing glass assemblies. Passive strategies will be used throughout the site to protect the building and infrastructure from vehicle attacks.
- The Project includes the structural and electrical design of free-standing parking canopies with photovoltaic panels.
- The Project includes the design of infrastructure to support charging stations for electric vehicles through the secure parking area.
- The Project includes the structural design of a secure perimeter fence and gates, which will be constructed using a combination of masonry and ornamental metal.
- The Project includes the design of a Distributed Antenna System (DAS) for police radio systems and cellular services.
- The Project does NOT include the renovation of the existing police department spaces, vacated as part of the Project.

Consultant Team:

- | | |
|----------------------------|--------------------------------|
| • Architect of Record | Anderson Mason Dale |
| • Public Safety Specialist | McClaren, Wilson & Lawrie, Inc |
| • Interior Design | Anderson Mason Dale |
| • Civil Engineer | JVA Consulting Engineers |

- | | |
|-----------------------|--------------------------|
| • Landscape Architect | Lime Green Design |
| • Structural Engineer | JVA Consulting Engineers |
| • MEP Engineer | Cator Ruma Associates |
| • Technology and AV | BCER Engineering |
| • Security Systems | BCER Engineering |
| • Energy Modelling | Group 14 Engineers |
| • Cost Estimating | Cumming |

Project Budget

For this Proposal, the fixed limit of construction costs for this Project are in the range of \$70 million.

Delivery Method

It is our understanding that the City and County of Broomfield plans to use the Construction Manager/General Contractor (CM/GC) delivery method. The CM/GC selection process will take place during the Schematic Design phase. Anderson Mason Dale and our consultant team have extensive experience with this delivery model and are committed to supporting the project team while ensuring that the Owner receives full value and scope for their investment.

Schedule

The project is set to restart in February 2025, contingent upon the BCC City Council's approval of the design contract. Below are the estimated targets for each milestone. This schedule appears appropriate and does not seem rushed or accelerated. We understand that Broomfield has secured funding for most of the design process in 2025. Additionally, we assume there will be a Site Development Process through Broomfield's Community Development and Planning Department.

- | | |
|--------------------------|-------------------------------------|
| • Schematic Design | Late March 2025 through June 2025 |
| • Design Development | July 2025 through November 2025 |
| • Construction Documents | November 2025 through February 2026 |
| • Permitting | Q1 2026 (Anticipate 2024 Code) |
| • Construction | Spring 2026 through Spring 2028 |

Assumptions and Exclusions

1. The project will not pursue LEED Certification. However, as a team, we will strive to build sustainable buildings, limit their use of fossil fuels, and reduce the impact of building construction and their long-term operations. We intend to drive down the energy use intensity (EUI) of this building type as much as possible with the constraints of budget, operational efficiency, maintenance, and site.
2. Design fees include Energy Modelling for 2021 IECC Code Compliance.

3. Design fees include 2021 IECC Thermal Envelope Performance Verification C402.5.1 and 2021 IECC Commissioning Section C408. These are required by code and will be performed by Group 14.
4. The design of free-standing carports enabled for photovoltaic panel canopies is included. However, the Design and specification of the photovoltaic panels are excluded. For the Owner's best value, it is recommended that a third-party vendor/engineer be engaged for photovoltaic design services. Many companies offer this work at competitive or limited costs and understand the engineering, details, timing, sizing, and installation better than design team members. Another option is to put this under the CM/GC for design assistance.
5. Due to the stacking nature of the program, the inclusion of a 911 Communications Center on the second floor, and first responders on the ground floor, the entire building will be built to essential facilities risk category IV as defined by the International Building Code (IBC).
6. Based on the sustainability workshops in the Summer of 2023 and the budget constraints, The project is to meet current energy codes at a minimum with sustainability principles applied to where best value can be determined. The project is not pursuing certification of any type.
7. The project's exterior security/armoring requirements are undefined at this time and thus excluded for the Base Services scope of work. If specific blast analysis or progressive collapse analysis of the building's structure is deemed necessary, it is recommended that a security consultant be a part of the design team to establish security requirements for the building and the elements surrounding the building. The scale, and thus fees, of this scope, can vary dependent on the level of collapse resistance and hardening.
8. Fire Protection Design will be through performance specifications and fire protection drawings indicating specific hazard areas. We do not feel full scope fire protection design is warranted or appropriate for either Project.
9. The Electrical Engineer and the Interior Architecture team will perform Lighting Design.
10. An irrigation designer will be under our Landscape Architect's scope as part of their basic scope of services.
11. Furniture design and a furniture procurement package is excluded from the base design fees.
12. The following additional services are excluded from the base fee:
 - a. Traffic Engineering
 - b. CFD and Wind tunnel testing
 - c. Blast Engineering, Explosive Safety Design, and Disproportionate Collapse Prevention

- d. Existing furniture audit, catalogue and related move management services. This can be provided as an additional service if Broomfield wishes to reuse and repurpose existing furniture.
- e. Active Fall Protection and Façade Access Design. Parapets will be designed as guards, per the IBC. Façade access is assumed to be from grade.
- f. Advanced Daylight Analysis
- g. Geotechnical Engineering
- h. Life Cycle Cost Analysis
- i. Materials and Systems Testing
- j. Management of Cloud-based Collaboration Software
- k. Site Surveying
- l. Special Inspections
- m. Waste Management and Materials Handling

Professional Fees

Amendment 01 Base Fees

Schematic Design	\$ 894,600
Design Development (including Site Development Plan)	\$ 1,509,600
Construction Documents	\$ 2,250,400
Schematic Design Cost Estimate	\$ 19,000
<u>Out-of-Town Travel Reimbursable Expenses (NTE)</u>	<u>\$ 15,000</u>
Total	\$ 4,688,600

Reimbursable Expenses

Anderson Mason Dale has instructed their local consultants in the Denver Front Range to include all local travel, parking, and office consumables in their base fees, without passing these costs onto the Owner.

Out-of-town travel, such as from MWL, will be passed onto the Owner with zero (0%) percent mark-up.

Building Information Modelling (BIM)

The Design Team will be using the current version of Revit to develop the Contract Documents. The Revit file(s) are not instruments of service. The level of detail the Design Team will model varies by discipline between LOD 200 and LOD 300. (AIA G202-2013).

Revit is used to produce specific hard copy Contract Drawings and Specifications and not for the purposes of construction or coordination of aspects of construction. The Contractor will typically request these files to facilitate their understanding of the

Project but shall not use the files in lieu of Contract Documents for the purposes of determining Contractor's means and methods of construction, material quantities, or layout.

Agreement

Amendment to the City and County of Broomfield's Consulting Agreement executed and in place on May 31, 2024.

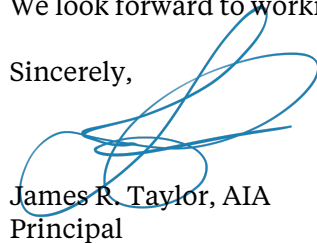
Insurance

AMD will carry a professional liability insurance policy with a limit of \$2 million aggregate and \$2 million per claim. A certificate of insurance will be provided prior to execution of the O/A Agreement. Consultants will carry policies consistent with their standard practice.

This is an incredibly important project for the City and County of Broomfield and their incredible people at Broomfield Police. We are honored to be a part of this journey.

We look forward to working with you and the talented team you put together.

Sincerely,



James R. Taylor, AIA
Principal

Exhibit C
Consultant Rate Schedule

AndersonMasonDale

ANDERSON MASON DALE ARCHITECTS 2025 Billing Rates

Position	Rate/hour
Principal II	\$330
Principal I	\$270
Senior Project Manager	\$263
Project Manager	\$227
Architect III	\$204
Architect II	\$169
Architect I	\$155
Interior Design	\$155
Designer	\$119
Student	\$88
Administrative	\$132



HOURLY CHARGE RATE SCHEDULE EFFECTIVE DECEMBER 1, 2022

INTRODUCTION

The following personnel rate categories and reimbursable charges are made a part of the agreement for A/E services. Billable hourly rates will be based on the classification of personnel assigned to the project. McClaren, Wilson, & Lawrie, Inc. may adjust the rates set forth in this agreement at the beginning of each calendar year.

PERSONNEL CLASSIFICATION

***HOURLY RATES**

Senior Principals	\$275.00 per hour
Principals	\$235.00 per hour
Senior Architect/Lab Planner	\$205.00 per hour
Project Manager	\$195.00 per hour
BIM Manager/Technical Staff	\$105.00 per hour

REIMBURSABLE EXPENSES

(Including travel related expenses, postage, courier, photocopy, fax, telephone, and misc.)

Direct cost plus 10%

TERMS

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of four percent (4%) of the declining balance for each month of delinquency, not to exceed an annual percentage rate of twelve percent (12%).

McClaren, Wilson, & Lawrie, Inc.

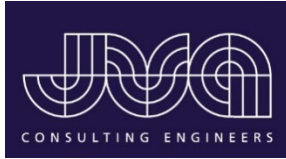
Hourly Billing Rates 2025

Description	Rate
Principal/Officer	\$235
Senior Associate	\$225
Technology Associate	\$220
Associate	\$205
Project Manager	\$195
Senior Engineer	\$185
Contract Administration	\$155
Engineer/Senior Designer	\$145
Designer	\$130
CAD/Revit Operator	\$105
Administrative	\$90
Commissioning Associate	\$220
Commissioning Project Manager	\$200
Commissioning Project Engineer	\$170
Commissioning Engineer	\$150
Commissioning Technician	\$130

Reimbursable Expenses	Rate
Drawing Reproducible	\$1.50/sheet
Drawing Copies	\$1.50/sheet
Photocopies	\$0.04 - \$0.99/sheet
Shipping Delivery Service	Cost
Mileage	Current Federal Rate/Mile
Parking	Cost
Travel Expenses	Cost

Hourly Rates

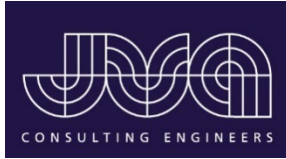
EMPLOYEE TYPE	\$/HR	EMPLOYEE TYPE	\$/HR	EMPLOYEE TYPE	\$/HR
Clerical	\$80	Senior BIM/3D Specialist	\$175	Senior Engineer/Designer/Consultant I	\$180
Project Coordinator I	\$85	Construction Administrator I	\$135	Senior Engineer/Designer/Consultant II	\$200
Project Coordinator II	\$100	Construction Administrator II	\$160	Senior Engineer/Designer/Consultant III	\$235
Project Coordinator III	\$110	Senior Construction Administrator I	\$180	Project Manager I	\$180
BIM/CAD Specialist I	\$80	Senior Construction Administrator II	\$200	Senior Project Manager I	\$200
BIM/CAD Specialist II	\$90	Engineer/Designer/Consultant Intern	\$85	Senior Project Manager II	\$210
BIM/CAD Specialist III	\$105	Engineer/Designer/Consultant I	\$120	Program Manager	\$230
Senior BIM/CAD Specialist I	\$125	Engineer/Designer/Consultant II	\$135	Director	\$240
Senior BIM/CAD Specialist II	\$140	Engineer/Designer/Consultant III	\$160	Principal	\$265



Structural Engineering 2025 Hourly Billing Rate Schedule

POSITION	RATE
Principal	\$212 – \$252
Expert Witness	\$264 – \$352
Historic Preservation Specialist	\$172 – \$220
Senior Forensic Engineer	\$240 – \$300
Senior Project Manager	\$180 – \$208
Project Manager	\$156 – \$176
Senior Project Engineer	\$144 – \$152
Project Engineer	\$128 – \$140
Design Engineer II	\$116 – \$120
Design Engineer I	\$104 – \$112
BIM Manager	\$152 – \$160
Senior BIM Modeler	\$132 – \$156
BIM Modeler	\$104 – \$128
Administrative Support	\$116 – \$136

Auto travel shall be reimbursed at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, and shipping shall be reimbursed at 1.1 times direct cost.



Civil Engineering 2025 Hourly Billing Rate Schedule

POSITION	RATE
Principal	\$232 – \$264
Expert Witness	\$264 – \$352
Senior Project Manager	\$188 – \$192
Senior Engineer	\$172 – \$188
Project Manager	\$172 – \$184
Senior Project Engineer	\$160 – \$164
Project Engineer	\$148 – \$152
Design Engineer	\$132 – \$148
Senior Designer	\$156 – \$160
CAD Designer	\$136 – \$144
Administrative Support	\$116 – \$136

Auto travel shall be reimbursed at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, and shipping shall be reimbursed at 1.1 times direct cost.



GROUP14 HOURLY RATES

The following rates are valid for the 2025 calendar year and are subject to escalation in future years.

Position	2025 Billing Rates
Principal	\$269
Service Director	\$251
Team Leader, Sr. Engineer III	\$220
Sr. Project Manager II, Sr. Engineer II	\$210
Sr. Project Manager I, Sr. Engineer I	\$189
Project Manager II, Engineer IV	\$170
Project Manager I, Engineer III	\$159
Engineer II, Consultant II	\$150
Engineer I, Consultant I	\$136
Tech Support, Admin Support II	\$110
Admin Support I	\$95



Billing Rates:

Principal/Project Designer \$165.00 per hour.

Project Landscape Architect \$125.00 per hour.



City and County of Broomfield

City Council Regular Meeting

D. Reappointment of and Amending the Employment Agreement for the Presiding Municipal Judge

Meeting	Agenda Group
Tuesday, March 11, 2025, 6:00 PM	Action Items Item: 7D.
Presented By	
Niki Macklin	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Reappointment of and Amending the Employment Agreement for the Presiding Municipal Judge.

Attachments

[Memo - Amendment to Presiding Municipal Judge's Employment Agreement 2025.pdf](#)

[Amendment to Presiding Municipal Judge's Employment Agreement 2025.pdf](#)

[Resolution No. 2025-37 Amending Presiding Municipal Judge's Employment Agreement.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Section 10.2(c) of the Home Rule Charter provides that City Council shall appoint and set the compensation for the presiding municipal judge who may serve up to a two year term at the pleasure of City Council. Hon. Amy E. Bockman has been serving as presiding municipal judge since her appointment by City Council effective March 16, 2021.

Related to her role as the presiding municipal judge, Broomfield entered into an employment agreement with Judge Bockman on February 9, 2021 (“Employment Agreement”) and amended it on February 28, 2023 and April 23, 2024.

Judge Bockman is currently serving a two-year term as the presiding municipal judge, which will be subject to renewal or will expire on March 16, 2025.

City Council conducted Judge Bockman’s annual review on February 11, 2025, and February 25, 2025. As part of Judge Bockman’s annual review, City Council would like to enter into a new 2-year term of service and to increase Judge Bockman’s compensation. Judge Bockman’s current annual salary for her full-time position is \$222,997. The proposed Resolution 2025-37 and this 2025 amendment to her Employment Agreement appointing her for a new two-year term from March 16, 2025 to March 16, 2027, and increases the compensation to \$233,847 (which includes an already-approved \$500/month vehicle allowance for 12 months). The salary increase shall be effective March 19, 2025 which is the beginning of the pay period following the contract effective date. The resolution also provides for the payment of the premiums for medical and dental benefits for Judge Bockman and her dependents.

Resolution 2025-37 approves the 2025 Amendment to Judge Bockman’s Employment Agreement.

Financial Considerations

The budgetary impact of this proposed salary adjustment will result in approximately \$8,000 for fiscal year 2025. The additional funds for the salary proposal was not part of the original 2025 City and County of Broomfield budget that was adopted on October 22, 2024. The additional funds required will be requested as part of a future Budget Amendment if funds cannot be identified within current appropriations. Any ongoing costs will be evaluated as part of the budget process to determine funding needs.

Prior Council or Other Entity Actions

[February 9, 2021](#) - Resolution 2021-30 Appointing Judge Bockman for a two-year term and Approving her Employment Agreement

[February 28, 2023](#) - Resolution 2023-04 Reappointing Amy E. Bockman as Presiding Municipal Judge, and Amending her Employment Agreement

[April 23, 2024](#) - Resolution No. 2024-48 Amending the Presiding Municipal Judge's Employment Agreement

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to move forward with the reappointment of Judge Bockman and amend her Employment Agreement, the appropriate motion is...

That Resolution 2025-37 be adopted.

Alternatives

Do not approve the resolution. Judge Bockman remains the appointed Presiding Municipal Judge until her term expires or she is reappointed on or before March 15, 2025.

2025 Amendment to Employment Agreement

This Amendment to Employment Agreement, made and entered into this 11th day of March 2025, by and between the City and County of Broomfield, a Colorado municipal corporation and county ("City"), and Amy E. Bockman ("Employee").

WHEREAS, City and Employee entered into the initial Employment Agreement dated February 9, 2021, and amended it on February 28, 2023 and April 23, 2024; and

WHEREAS, the Employment Agreement provides for the review of compensation and permits amendments to reflect any reappointment and compensation adjustments; and

WHEREAS, the City desires to reappoint Employee and increase the annual compensation to provide an increase in pay for the Employee.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Section 1 of the Agreement "Term" is hereby amended to read as follows:

Section 1: Term. This Agreement shall remain in full force in effect from March 16, 2025 and terminating on March 16, 2027, unless earlier terminated by the City or Employee as provided in Section 10 or 11 of this Agreement. The parties may agree to extend this Agreement for additional term(s) pursuant to Section 10.2 of the Broomfield Home Rule Charter.

2. Section 3 of the Agreement "Compensation" is hereby amended to read as follows:

Section 3: Compensation. City agrees to pay Employee a base salary of \$233,847 per year (which includes \$500/month for 12 months for use as a vehicle allowance) which shall be paid every two weeks at the same time and in the same increments applicable to salaries of other City employees. This salary increase shall be effective March 19, 2025 which is the beginning of the pay period following the amended employment agreement effective date.

This agreement shall be amended to reflect any compensation adjustments approved by the City Council. Consideration shall be given on an annual basis to review compensation.

3. Section 4 of the Agreement "Health, Dental, Disability and Life Insurance Benefits" is hereby amended to read as follows:

Section 4: Health, Dental, Disability and Life Insurance Benefits. The City agrees to provide and to pay the premiums for those insurance benefit programs currently offered

to eligible City employees for life insurance, accidental death and dismemberment insurance, long-term disability insurance, medical insurance and dental insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the City, as amended from time to time. The City agrees to pay 100% of the insurance premiums due for participation in the City's medical and dental insurance programs for family coverage.

4. Except as amended herein, the Employment Agreement, as previously amended, remains in full force and effect. This 2025 Amendment to Employment Agreement, upon execution, shall be binding upon the parties, their heirs, successors and assigns.

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

EMPLOYEE:

Amy E. Bockman

RESOLUTION NO. 2025-37

A Resolution for Reappointment and Approving the 2025 Amendment to the Employment Agreement for the Presiding Municipal Judge

Recitals.

Whereas, the City and County of Broomfield's Home Rule Charter provides that the City Council appoint a presiding municipal court judge for a specified term.

Whereas, Hon. Amy E. Bockman has been serving as presiding municipal court judge since her appointment by City Council effective March 16, 2021. She is currently serving a two year term as presiding municipal court judge that will expire and be subject to renewal on March 16, 2025.

Whereas, related to her role as the presiding municipal court judge, the City entered into an employment agreement with Judge Bockman on February 9, 2021 ("Employment Agreement") and amended it twice before, on February 28, 2023 and April 23, 2024.

Whereas, City Council and Judge Bockman desire to reappoint Judge Bockman for another two year term and amend the Employment Agreement to reflect a compensation increase and payment of benefits following her annual performance review.

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

Section 1. Action.

- 1.1 Hon. Amy E. Bockman is reappointed as the Presiding Municipal Judge for the City and County of Broomfield for a term starting March 16, 2025 and ending March 16, 2027.
- 1.2 The City Council hereby approves the 2025 Amendment to Employment Agreement, which is attached hereto.
- 1.3 The Mayor or Mayor Pro-Tem is authorized to sign and the Office of the City and County Clerk is authorized to attest the 2025 Amendment to Employment Agreement, in form approved by the City and County Attorney.

Section 3.

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

Approved on March 11, 2025.

The City and County of Broomfield

Mayor

ATTEST:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney