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## **1: Meeting Commencement**

- 1A. Pledge of Allegiance
- 1B. Review and Approval of Agenda

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## **2: Petitions and Communications**

- 2A. RTD Update
- 2B. Military Appreciation Month Proclamation
- 2C. Proclamation Declaring May 2024 as Mental Health Awareness Month

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## **3: Councilmember Reports**

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## **4: Public Comment**

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## **5: Reports**

- 5A. Broomfield Town Square Development Project Update

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## **6: Consent Items**

- 6A. Approval of Minutes  
Approval of minutes from the April 9, 2024 Regular City Council Meeting.
- 6B. Consulting Agreement with Fox Tuttle for Safety Action Plan
- 6C. Resolution No. 2024-48 - Amending the Presiding Municipal Judge's Employment Agreement
- 6D. Resolution No. 2024-50 - Approving a Contract for Air Quality Monitoring for Oil & Gas Impacted Neighborhoods  
— Resolution No. 2024-50
- 6E. Request for Executive Session Re: Large/Matrix Development Agreements  
Requesting an Executive Session to be held on April 30, 2024 for the purpose of receiving legal advice related to the City's large development and redevelopment projects.

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## **7: Action Items**

- 7A. Drought Response Plan - First Reading  
— Ordinance No. 2219
- 7B. Standing Legislative Update

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## **8: Mayor and Councilmember Requests for Future Action**

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## **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](mailto: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: April 17, 2024*



# City of Broomfield

## City Council Regular Meeting Memorandum

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### Military Appreciation Month Proclamation

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Petitions and Communications Item: 2B
Presented By	
Christopher Dewhurst	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

### Overview

[View Correspondence](#)

This memo declares May as Military Appreciation Month in the City and County of Broomfield. The City and County of Broomfield is home to many veterans and military families and our nation's communities must engage in ways to serve those who serve and have served.

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### Attachments

Council Memo Military Appreciation Proclamation Memo 2024-04-23.pdf

Proclamation Military Appreciation Month 04-23-2024 (1).pdf

# Proclamation Declaring May 2024 as Military Appreciation Month

## Summary

[View Correspondence](#)

The City and County of Broomfield is home to many veterans and military families and our nation's communities must engage in ways to serve those who serve and have served.

The public workforce system is rooted in veteran services with the creation of the Department of Labor to assist veterans returning from World War I. Throughout the years since, the public workforce system has honored veterans and eligible spouses through priority of service in all workforce center programs across the country.

The Broomfield Workforce Center provides priority of service to all veterans and values its partnership with the Colorado Department of Labor and Employment for the Regional Veteran Employer Representative and the Disabled Veteran Outreach Specialist.

The Broomfield Library and Veterans Museum honor veterans and military families.

The Broomfield Veteran Services Officer provides free assistance for veterans and their families in filing for any veteran benefits, and provides information about resources for veterans in the Broomfield area.

In an effort to further our outreach to veterans, military members, and their families, the Broomfield Workforce Center in partnership with the Broomfield Library, Arts & History; Broomfield Veterans Museum; Broomfield Senior Services; and the Broomfield Diversity, Equity, and Organizational Development Office, have planned veteran-focused events to take place during the month of May. The events include:

- A veteran-focused job and resource fair with employers that prioritize veterans in their hiring process and resources available to veterans in and around Broomfield,
- A Honoring Our Veterans Luncheon,
- A facilitated workshop for businesses and veterans about the benefits of hiring veterans, and
- The month will close with the Memorial Day Celebration and Picnic.

## Prior Council or Other Entity Actions

Prior Council Action (provide links to memo):

■ 2023/04/25 - 4a - Proclamation Declaring May 2023 as Military Appreciation Month

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

N/A

## Alternatives

N/A



# Proclamation

## PROCLAMATION DECLARING MAY 2024 AS MILITARY APPRECIATION MONTH

- WHEREAS, *in 1999, the United States Congress passed a resolution proclaiming May as National Military Appreciation Month, calling for all Americans to remember those who gave their lives in the defense of freedom and to honor the men and women of all of our Armed Services, who have served and are now serving our country, together with their families; and*
- WHEREAS, *the City and County of Broomfield is home to many veterans and military families and is honored to serve those who currently serve and have served our nation; and*
- WHEREAS, *the public workforce system is rooted in veteran services with the creation of the Department of Labor to assist veterans returning from World War I. All Colorado Workforce Centers provide priority of service to veterans in most workforce programs. The Broomfield Workforce Center values its partnership with the Colorado Department of Labor and Employment's Regional Veteran Employer Representative and Disabled Veteran Outreach Specialist; and*
- WHEREAS, *several City and County of Broomfield departments provide services and events for veterans and military families to include the annual Memorial Day Celebration and Picnic, Honoring our Veterans Luncheon, and ongoing free assistance for veterans and their families in filing for any veteran benefits; and*
- WHEREAS, *I dedicate this commemoration month for Military Appreciation as a symbol of unity to recognize, honor, and support the commitment and sacrifice of current, former and fallen members of all branches of the United States Armed Forces and their families, and encourage all residents to recognize our veterans, our military personnel and their families by displaying the flag of the United States at their homes and businesses throughout the month of May.*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim May 2024 as:

### **MILITARY APPRECIATION MONTH IN BROOMFIELD**

*In witness whereof, I hereunto set my hand and official seal on this the 23rd day of April 2024.*

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Guyleen Castriotta  
Mayor



# City of Broomfield

## City Council Regular Meeting Memorandum

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### Proclamation Declaring May 2024 as Mental Health Awareness Month

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Petitions and Communications      Item: 2C
Presented By	
Jason Vahling	
Community Goals	

### Overview

[View Correspondence](#)

This memo declares May as Mental Health Awareness Month in the City and County of Broomfield. Mental health was the top health concern identified by Broomfield residents in 2019, leading to the creation of a [Behavioral Health Improvement Plan](#) (BHIP). Local and state data sources demonstrate the continued need to focus on mental health care.

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### **Attachments**

2024 Memo for May Mental Health Awareness Month.pdf

2024 Mental Health Awareness Proclamation.pdf

# Summary

## [View Correspondence](#)

Mental health was the top health concern identified by Broomfield residents in 2019, leading to the creation of a [Behavioral Health Improvement Plan](#) (BHIP). Local and state data sources demonstrate the continued need to focus on mental health care. In 2023, 23.1% of respondents from the Broomfield and Boulder region reported that they had experienced eight or more poor mental health days in the past 30 days compared to 26.2% across CO ([Colorado Health Access Survey, 2023](#)).

However, while the percent of residents reporting poor mental health decreased in 2023 (from 27.4% in 2021), access to behavioral health care remains a top priority across the state and locally. In 2023, 17.7% of Broomfield and Boulder County residents reported needing mental health or counseling services but did not get it at that time during the past 12 months, an increase from 2021 (16.9%) ([Colorado Health Access Survey, 2023](#)).

The BHIP aims to reduce stigma, increase access to services, and improve community connectedness through a comprehensive and population based approach. A multi sector partnership has come together to implement the plan, which includes City and County of Broomfield (CCOB) departments, Community Reach Center and Mental Health Partners, local non-profit organizations, hospitals, local school districts, the Colorado Community Health Alliance, metro-area public health and human services agencies, and state partners.

Over \$1.7 million is dedicated to the BHIP, including opioids settlement funds, state grants, retail marijuana funds, city funds and non-profit grant funds.

Highlights from the 2023-2024 initiatives include:

- [Community Initiated Care](#) is an evidenced-based program that trains community members to recognize behavioral health issues in a friend, a neighbor, or a family member and take helpful action in the moment. To date, 220 people have participated in a training to improve their knowledge around behavioral health. In 2024, Broomfield Public Health and Environment (BPHE) is hosting 7 mental health trainings in the community in partnership with Mental Health Partners.
- BPHE convened the Opioids Regional Council which developed an action plan to address the opioid epidemic in Broomfield. This adds additional focus and resources for advancing key components of the BHIP. Among other [strategies](#), the Regional Council has prioritized efforts that build resilience and a sense of belonging in our community.
- BPHE ran two behavioral health campaigns in 2023. Lift the Label is a stigma reduction campaign to assist those with substance use disorder and their loved ones with acknowledging their disorder and seeking help. Lift the Label performed very well in Broomfield, with 1.7 million impressions. The [Man Therapy campaign](#) aims to encourage men to take note of their mental health and seek support as needed, was also very successful and resulted in almost 430 “head inspections” completed.
- Broomfield PD continues to implement the [mental health co-responder program](#) (BCORE) that pairs law enforcement and mental health clinicians to respond to behavioral health-related calls for police service. These teams identify underlying physical health or mental health issues, de-escalate situations, provide in-person real-time behavioral health and physical health assistance, and help link people to appropriate services and facilities. In 2023, BCORE received 768 behavioral calls for service in which BCORE either responded to in real time, or followed-up after the fact.
- Broomfield PD Detention Center has partnered with their Inmate Mental Health Services (CorrHealth) provider to enhance its jail-based mental health services within the Detention Center. This includes enhanced individual and group therapy protocols aligned with their discharge services. Recognizing the significant overlap between mental health awareness/treatment and drug usage, the facility has expanded its Medication Assisted Treatment (MAT) program to include facility to facility transfers as well as all new arrests within the CCOB. The facility is now immediately assessing each inmate's individual medical and mental health needs. This includes complete discharge instructions and medication to identify at risk opioid past users with a local prescription and Narcan upon release as a part of the regional harm reduction effort.
- From June 2023 to March 2024, the Broomfield Library and Municipal Courts, have distributed 720 boxes of Narcan to the public. The following CCOB departments have Narcan for emergency use in their facilities:



Health and Human Services, Library, Municipal Courts, Police, Recreation, and Clerk and Recorders. In the past year, BPHE has conducted 10 Narcan trainings and has 6 more scheduled in 2024.

- Broomfield hosted three mental health ambassador organizations to promote stigma reduction and resources for mental health services: Broomfield FISH, A Precious Child, and The Refuge. Their collective impact reached 4,600 community members in 2023. In 2024, A Precious Child continues to be a mental health ambassador in order to increase conversations about mental health and referrals to resources with their clients.
- The [Communities That Care \(CTC\) coalition](#) aims to influence underlying factors that contribute to or protect against youth substance abuse. The coalition has three key strategies: increase funding and access to prosocial opportunities and safe spaces for youth, advocate for funding for behavioral health supports in schools, and promote social emotional learning and Positive Youth Development in the community. An active youth advisory board, Youth for Youth, helps inform CTC strategies, provides opportunities for youth to engage in prosocial activities, and promotes positive community norms among their adolescent peers.
- Mayor Castriotta’s proclamation, declaring May as Mental Health Awareness Month in Broomfield, is attached as [Attachment 1](#).

## Financial Considerations

There are no financial considerations for this proclamation.

## Prior Council or Other Entity Actions

Prior Council Action (provide links to memo)

[2023 proclamation](#)

[2022 proclamation](#)

[2021 proclamation](#)

[2020 proclamation](#)

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

N/A

## Alternatives

N/A



# Proclamation

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## PROCLAMATION DECLARING MAY 2024 AS MENTAL HEALTH AWARENESS MONTH

WHEREAS, *mental health was the top health concern identified by Broomfield residents in 2019 and has remained of high concern since; and*

WHEREAS, *local and state data sources demonstrate the continued need to focus on mental health care. In 2023, overall 26.2% of CO respondents to the Colorado Health Access Survey said they had experienced eight or more poor mental health days in the past 30 days; and*

WHEREAS, *access to behavioral health care remains a top priority across the state and locally. In 2023, 17.7% of Broomfield and Boulder County residents reported needing mental health or counseling services but did not get it at that time during the past 12 months; and*

WHEREAS, *over \$1.7 million is dedicated to behavioral health in Broomfield including opioid settlement funds, state grants, retail marijuana funds, city funds and non-profit grant funds; and*

WHEREAS, *the Behavioral Health Improvement Plan aims to reduce stigma, increase access to services, and improve community connectedness through a comprehensive and population based approach. A multi sector partnership has come together to implement the plan, which includes CCOB departments, Community Reach Center and Mental Health Partners, local non-profit organizations, hospitals, local school districts, the Colorado Community Health Alliance, metro-area public health and human services agencies, and state partners; and*

WHEREAS, *subject matter experts have been convening the Broomfield Behavioral Health Coalition in order to collaboratively address behavioral health needs and the opioid crisis in Broomfield, with prioritized efforts which include building resilience and a sense of belonging, among other strategies. To sign up for a community mental health training, please visit [Broomfield.org/CIC](https://Broomfield.org/CIC), and to search for mental health services, please visit [Broomfield.org/MHResources](https://Broomfield.org/MHResources).*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim May 2024, as:

### **MENTAL HEALTH AWARENESS MONTH IN BROOMFIELD**

*In witness whereof, I hereunto set my hand and official seal on this the 23rd day of April 2024.*

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Guyleen Castriotta  
Mayor



# City of Broomfield

## City Council Regular Meeting Memorandum

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### Approval of Minutes

Approval of minutes from the April 9, 2024 Regular City Council Meeting.

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Consent Items                      Item: 6A
Community Goals	

### Summary

Approval of Minutes for the Regular Council Meeting of April 9, 2024.

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### Attachments

Minutes 4.9.24.pdf

## Minutes for the City Council Regular Meeting

One Descombes Dr, Broomfield, CO 80020

April 9, 2024, 6:01 PM - April 9, 2024, 7:49 PM

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

- **Guyleen Castriotta**, Mayor
- **Laurie Anderson**, Ward 4
- **Todd Cohen**, Ward 5
- **Paloma Delgadillo**, Ward 2
- **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

### Also Present:

- Jennifer Hoffman, City and County Manager
- Abby Yellman, Deputy City and County Manager
- Don Davis, Deputy City and County Manager
- Nancy Rodgers, City and County Attorney
- Patrick Thibault, Clerk & Recorder Administrator
- And various staff members

## 1. Meeting Commencement

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1A. Pledge of Allegiance- 6:01 PM

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

## 2. Petitions and Communications

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2A. Earth Day Activities CSU Extension- 6:02 PM

2B. Broomfield Business Week Proclamation (April 28-May 4, 2024) - 6:11 PM

### **3. Councilmember Reports**

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3A. Expense Report for Elected Officials - 1st Quarter 2024- 6:20 PM

### **4. Public Comment**

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### **5. Reports**

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5A. Manager's Update - Broomfield Event Center Demolition Update- 6:27 PM

### **6. Consent Items**

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Motion to Approve Consent Items made by Councilmember Ward, seconded by Mayor Pro-Tem Shaff. Motion passes 10-0

6A. Approval of Minutes- 6:27 PM

6B. CSU Extension IGA with Broomfield- 6:27 PM

6C. Amendment with Kimley Horn for CO7 Interim Improvements- 6:27 PM

6D. Dutch Bros Empire West Site Plan Located in Unincorporated Jefferson County- 6:27 PM

### **7. Action Items**

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7A. Amending and Restating Certain Agreements related to Arista Parking Garage Bonds (2024) - First Reading- 6:31 PM

Motion to Approve made by Councilmember Nguyen, seconded by Mayor Pro-Tem Shaff. Motion passes 10-0

7B. Standing Legislative Update- 6:53 PM

Councilmember Ward moved to take a position of Support for HB 24-1235, seconded by Councilmember Delgadillo. Motion passes 10-0.

Councilmember Henkel moved to take a position of Support for HB 24-1371, seconded by Councilmember Cohen. Motion fails to meet 2/3 Council threshold.

Councilmember Henkel moved to take position of Amend for HB 24-1371, seconded by Councilmember Cohen. Motion passes 9-1.

### **8. Mayor and Councilmember Requests for Future Action**

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### **9. Adjournment**

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# City of Broomfield

## City Council Regular Meeting Memorandum

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### Consulting Agreement with Fox Tuttle for Safety Action Plan

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Consent Items      Item: 6B
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Mobility	

### Overview

[View Correspondence](#)

This memo will approve a consulting agreement to write Broomfield's first Safety Action Plan. Broomfield's transportation safety action plan is consistent with the 2016 Broomfield Comprehensive and Transportation Plans. The funding was previously approved in September 2023 via an IGA with the Federal Highway Administration through Safe Streets and Roads for All (SS4A) discretionary program. The SS4A program funds regional, local, and tribal initiatives through grants to prevent roadway deaths and serious injuries and supports the development of a comprehensive safety action plan. SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies.

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### Attachments

Memo - Consulting Agreement with Fox Tuttle for Safety Action Plan.pdf

Resolution 2024-42 Safety Action Plan.pdf

Fox Tuttle\_SS4A 2024 Agreement\_Vendor Signed.pdf

# Summary

[View Correspondence](#)

The Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, with \$5 billion in appropriated funds over five years, 2022-2026. The SS4A program funds regional, local, and tribal initiatives through grants to prevent roadway deaths and serious injuries.

The program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies. The SS4A program provides funding for two types of grants:

**Planning and Demonstration Grants** provide Federal funds to develop, complete, or supplement a comprehensive safety action plan. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region.

**Implementation Grants** provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Projects and strategies can be infrastructure, behavioral, and/or operational activities. Applicants must have an eligible Action Plan to apply for Implementation Grants.

In September 2022, Broomfield staff applied to the first call for projects to the SS4A program to complete Broomfield's first transportation safety action plan. In early 2023, USDOT awarded \$800 million in over 500 communities through the first round of SS4A funding, including the City and County of Broomfield's application which was awarded on January 31, 2023.

Approval of the Grant Agreement will allow Broomfield to move forward with a Safety Action Plan Grant through the Safe Streets and Roads for All (SS4A) program. A comprehensive safety action plan that is funded by SS4A program includes the following key components:

Leadership commitment and goal setting to include a goal timeline for eliminating roadway fatalities and serious injuries.

Planning structure through a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

Safety analysis of the existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, tribe, or region.

Engagement and collaboration with the public and relevant stakeholders, including the private sector and community groups, allow for both community representation and feedback.

Equity considerations developed through a plan using inclusive and representative processes.

Policy and process changes that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.

Strategy and project selections that identify a comprehensive set of projects and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations, will address the safety problems described in the Action Plan.

Progress and transparency methods that measure progress over time after an Action Plan is developed or updated, including outcome data.

In the five-year period from 2016-2020, there were 15 fatalities, 493 serious injuries, and 7,813 crashes on roadways in Broomfield. 2016-2020 was standardized on the application for this grant for comparison purposes between applications.

Broomfield’s transportation safety action plan is consistent with the 2016 Broomfield Comprehensive and Transportation Plans.

Policy TS-D: Encourage livable streets that are accessible, safe, efficient, and enjoyable for all people.

Proposed Resolution No. 2023-98 was approved on September 12, 2023, to approve an IGA with the Federal Highways Administration through the Safe Streets and Roads for All Program for the Broomfield Safety Action Plan.

Broomfield released a Request for Proposal on January 4, 2024. Three proposals were received and interviews were conducted on February 22, 2024, upon which Fox Tuttle Transportation Group was determined to be the best fit for this project.

Proposed Resolution 2024-42 will approve a consulting agreement with Fox Tuttle Transportation Group for the professional services to write Broomfield’s Safety Action Plan.

## 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
<b>Broomfield Transportation Project</b>	20-70090-55600 / 24T0012	
80% Federal Highway Administration Grant Funding		\$ 297,600
20% Local Funds - Safety Action Plan		\$ 74,400
<b>Safety Action Plan</b>		<b>- \$ 370,663</b>
<b>Projected Balance</b>		<b>\$1,337</b>



## Prior Council or Other Entity Actions

September 12, 2023 - [Resolution No. 2023-98](#) Approved the IGA with FHWA through the Safe Streets and Roads for All Program for the Broomfield Safety Action Plan.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the contract, the appropriate motion is...  
**That Resolution 2024-42 be adopted.**

## Alternatives

Do not proceed with the grant agreement with the engineering consultant.

# RESOLUTION NO. 2024-42

A Resolution Approving an Agreement with Fox Tuttle Transportation Group, LLC for Broomfield's Safety Action Plan

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

## Section 1.

The agreement by and between the City and County of Broomfield and Fox Tuttle Transportation Group, LLC to complete Broomfield's Safety Action Plan for an amount of \$370,663 is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the agreement, in a 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 aggregate amounts up to ten percent of the current contract amount.

## Section 4.

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

Approved on April 23, 2024.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved As To Form:

\_\_\_\_\_  
City and County Attorney

KKH

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND FOX TUTTLE TRANSPORTATION GROUP, LLC FOR BROOMFIELD'S SAFETY ACTION PLAN

1. **PARTIES.** This Agreement for Broomfield's Safety Action Plan (this "Agreement") is by and between the City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Fox Tuttle Transportation Group, LLC, a Colorado limited liability company (the "Consultant"), collectively, the "Parties," or individually, a "Party."
2. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.
  - 2.1. The City has received a federal award of funds through the new Safe Streets and Roads for All (SS4A) discretionary program established through the Bipartisan Infrastructure Law (the "Federal Grant") attached hereto as Exhibit A and incorporated by this reference. The United States Department of Transportation (USDOT) provides funding through the program directly to the City with the program being administered through the Federal Highway Administration (FHWA).
  - 2.2. The City is seeking a qualified consultant to complete a comprehensive safety action plan (the "Project") in accordance with the terms of the Federal Grant. The City completed a competitive selection process by a Request for Proposals #24-CD:Traffic-001-RFP issued on or about January 4, 2024 (the "RFP") to identify qualified consultants.
  - 2.3. The Consultant's response to the above referenced RFP was determined to be the most qualified by the City for the procurement of the services requested.
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. **Obligations of the Consultant.**
    - 3.1.1. *General.* The Consultant shall consult with, advise, and represent the City as the City requires during the term of this Agreement. The Consultant shall act at the direction of the City employee assigned by the City to the Project as Project Manager. The Consultant shall communicate with the City about the Project only through the Project Manager.
    - 3.1.2. *Scope of Work.* The Consultant shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of the services and provide all deliverables described in the Scope of Work attached as Exhibit B

and incorporated by this reference, including any additional services reasonably implied from this Agreement (the “Services”).

3.1.3. *Notice to Proceed.* No Services for the Project shall be performed by the Consultant until a written Notice to Proceed has been issued by the City. If the Consultant proceeds with any work prior to receipt of said notice, the City is not responsible for payment for such work.

3.1.4. *Extra Services.* Upon the express, written approval of the City, the Consultant shall perform Extra Services. The Consultant shall charge the City for such Extra Services, if any, in accordance with such terms as the City may agree to in writing.

3.2. Obligations of the City.

3.2.1. *General.* The City shall direct the work and coordinate reviews, approvals, and authorizations of all stages of the Services. All approvals and authorizations shall be in writing.

3.2.2. *Changes in Services.* Any changes with regard to the Consultant’s cost, time requirements of performance, or scope of the Services must be in writing and approved by the Parties hereto prior to any work or services being performed in contemplation of said change.

3.3. Commencement and Completion.

3.3.1. *Commencement.* The Consultant shall commence work on the first working day following receipt of a written Notice to Proceed issued by the City, or such later date as indicated in the Notice to Proceed.

3.3.2. *Completion Date.* The Consultant shall complete the Services on or before December 31, 2025, following the date of the Notice to Proceed. Additionally, the Consultant shall meet the midterm milestones outlined in Exhibit B.

3.4. Payments to Consultant.

3.4.1. *Aggregate Limit.* Pricing for Services shall be as noted on the Pricing Sheet attached hereto and incorporated by this reference as Exhibit C. Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will be a firm-fixed price of \$370,663.00, including all costs, expenses and reimbursables.

3.4.2. *Billing.* The Consultant shall bill the City monthly for Service provided in accordance with the terms and conditions of this Agreement based on the percentage of the Services completed. Invoices shall identify hours of service, tasks included and

percentage of completion toward Project-end deliverables, as applicable.

3.4.3. *Payment by City.* The invoice shall be subject to review and approval by the City Representative. The Consultant shall furnish such additional documentation as the City shall reasonably require. The City shall not be required to pay disputed items until the dispute is resolved. Both Parties will use best efforts to resolve any dispute within 180 days. Payment of any invoice shall not act as a waiver of the City's right to recover in full any over-payment revealed by any subsequent audit or inspection. The City will pay each bill in full within 30 days of approval of a payment request and supporting documentation. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.

3.4.4. *Inspection of Records.* The Consultant will permit the authorized agents and employees of the City, the US Department of Treasury, the Inspectors General, the Comptroller General of the United States, at reasonable hours, to inspect, review, and audit all records of the Consultant related to this project and the Services to be performed hereunder.

### 3.5. Termination.

3.5.1. *Termination for Convenience.* The City may terminate this Agreement, in whole or in part, at any time for the City's convenience when it is in the City's best interest by giving at least 14 days' written notice to the Consultant. The Consultant shall be paid its costs, including contract closeout costs, for work performed up to the time of termination. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the City property and dispose of it in the manner the City directs.

3.5.2. *Termination for Cause.* If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of this Agreement, the City may terminate this Agreement for default. Any termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Consultant and its sureties for breach or default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted or services performed prior to termination in accordance with the manner of performance set forth in the Agreement. The City, in its sole discretion, may allow the Consultant time to cure the defect; in such case, the Notice of Termination will state the time period in

which cure is permitted and other appropriate conditions. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

- 3.5.3. *Upon Termination.* Furthermore, in the event of such termination, the Consultant shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 3.6. *Suspension.* The City may suspend the performance of the Consultant by giving the Consultant seven days' written notice. Upon Consultant's receipt of notice of suspension of work, the Consultant shall perform no further work, and the City will not be required to reimburse the Consultant for any costs incurred subsequent to Consultant's receipt of notice of suspension and prior to notice to resume work, if any. Suspension of work may be in whole or in part, as specified by the City. The Consultant shall continue to submit invoices for work performed. If after six months of suspension, the City has not given the Consultant notice to resume work, the Consultant is entitled to request in writing that the City either (1) amend the contract price, or (2) terminate the Agreement for the City's convenience. If suspension for more than six months is not due in any part to the fault of the Consultant, the City shall be required to amend or terminate the Agreement. No amendment to the contract price shall be made if suspension, delay, or interruption is due to the fault or negligence of the Consultant, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.
- 3.7. *Permits and Licenses.* The Consultant shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of its services.
- 3.8. *Patented Devices, Materials, and Processes.* The Consultant shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark, or copyright and shall indemnify the City for any costs, attorney's fees, expenses and damages which it might be obligated to pay by reason of infringement, at any time during the prosecution or after completion of the work.

3.9. Standard of Care.

- 3.9.1. *Professional Liability.* The Consultant shall exercise in its performance of the Services the standard of care normally exercised by locally recognized consulting organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.
- 3.9.2. *Indemnification.* The Consultant shall indemnify, defend and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 3.9.3. *No Limitation on Claims.* In any and all claims against the City or against any of its agents or employees by any employee of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 3.9.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subconsultant under Workers' Compensation Act of Colorado or other employee benefit legislation.
- 3.10. Insurance.
- 3.10.1. *Purchase and Maintain Insurance.* In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance of the kind, in the amounts, and subject to the conditions shown in the insurance requirements attached hereto as Exhibit C.
- 3.10.2. *Coverage.* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day

written notice prior to any alteration or cancellation of the above-referenced insurance.

4. **FEDERALLY FUNDED SERVICES.** The City has received federal funding for the Service from the USDOT through the new Safe Streets and Roads for All (SS4A) discretionary program established with the Bipartisan Infrastructure Law. For any Services subject to funding by the Federal Government, the Consultant agrees to comply with all applicable Federal contracting requirements in Exhibit E and the Federal Grant and any other federal or state contracting terms which may be applicable to the Services including those attached hereto as Exhibit A.
5. **NOTICE AND AUTHORIZED REPRESENTATIVES.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) the City requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. The City must approve a substitute Consultant Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
  - 5.1. The City designates Transportation Engineer, Bryce Hammerton, as the authorized representative of the City under this Agreement. Email address is [bhammerton@broomfield.org](mailto:bhammerton@broomfield.org).
  - 5.2. The Consultant designates Steve Tuttle as the authorized representative of the Consultant under this Agreement. Email address is [steve.tuttle@foxtuttle.com](mailto:steve.tuttle@foxtuttle.com).

If the Consultant is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).
6. **INDEPENDENT CONTRACTOR.** The Consultant is an independent consultant as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
7. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.



8. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.
9. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Consultant. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, this Agreement shall terminate. The City's fiscal year is currently the calendar year.
10. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
11. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the Federal Grant, the terms of the Federal Grant shall control.
12. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
13. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.
14. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
15. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
16. DOCUMENTS. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the

exclusive property of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

17. RECORDS RETENTION. The Consultant shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Consultant for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
18. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Consultant warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.
19. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.
20. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
21. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
22. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
23. LAWS TO BE OBSERVED. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
24. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any

presumption or other rule of construction against the Party causing the Agreement to be drafted.

25. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
26. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
27. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
28. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.
29. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

*[The remainder of this page is intentionally left blank.]*

This Agreement is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 2024.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and  
county

\_\_\_\_\_  
Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney

CONSULTANT:

Fox Tuttle Transportation Group, LLC, a  
Colorado limited liability company

By: Steve Tuttle

Steve Tuttle, Principal

Address: 1580 Logan Street, 6th Floor  
Denver, CO 80203

**EXHIBIT A  
FEDERAL GRANT AGREEMENT**

The United State Department of Transportation through the Federal Highway Administration awarded the following grant:

**Federal Award Date:** 01/31/2024

**Consultant's Unique Identity Qualifier:** LCFJYXE6RZ31

**Assistance Listing Number:** 20.939

**Assistant Listing Title:** Safe Streets and Roads for All Grant Program

This grant is not for research and development. There is non indirect cost rate for this Federal award.

The [Federal Grant Agreement](#) and the [SS4A Terms and Conditions](#), including the [U.S. Department of Transportation Exhibits to FHWA Grant Agreements under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program \(updated February 8, 2023\)](#), as may be amended from time-to-time, are linked and are incorporated into this Agreement by this reference.

## EXHIBIT B SCOPE OF WORK

The Consultant shall complete a Safety Action Plan for the City and County of Broomfield as more particularly described herein. The overall goal for the Safety Action Plan is to create an actionable and useful plan to help the City prioritize safety improvements and initiatives to improve the safety of all road users. The first step will be to establish safety targets for the community, reaffirming goals and priorities through targeted public and stakeholder engagement. Based on community and stakeholder feedback, the Safety Action Plan will then develop strategies and projects based on proven safety countermeasures. The Safety Action Plan will also outline policy and programmatic changes that are needed to promote safety such as education, enforcement, and operational strategies. Finally, the Safety Action Plan will provide an implementation framework that will help City leadership track progress towards safety goals and demonstrate results to Broomfield residents.

### **Safety Action Plan Tasks and Deliverables:**

The comprehensive Safety Action Plan must include the following key components:

1. Document the City commitment and goal setting that includes a goal timeline for eliminating roadway fatalities and serious injuries.
2. Planning structure through a committee, task force, implementation group, or similar body charged with oversight of the Safety Action Plan development, implementation, and monitoring.
3. Safety analysis of the existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the jurisdiction or region.
4. Engagement and collaboration with the public and relevant stakeholders, including the private sector and community groups, which allows for both community representation and feedback.
5. Equity considerations developed through a plan using inclusive and representative processes.
6. Policy and process changes that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
7. Develop a comprehensive set of projects and strategies, utilizing data, available evidence and noteworthy practices, as well as identified stakeholder input, safety analysis and equity considerations, that will address any safety problems.
  - a. Stated strategy should allow the City to review a matrix of projects categorized and prioritize based on findings.
  - b. Contain a detailed description on how projects have been categorized and prioritized.
8. Progress and transparency methods that measure progress over time after the Safety Action Plan is developed or updated, including outcome data.

Task 0: Project Management

1. Schedule and Budget coordinated for completion in June 2025 with Broomfield's goal of pursuing a 2025 implementation grant. Schedule to remain flexible with more information on 2025 NOFO.
2. Meetings including a project kickoff meeting in person and monthly PMT meetings to be held virtual.

Task 0: Deliverables

1. Final scope of work
2. Project schedule
3. Project Management Plan
4. Agendas and minutes of meetings
5. Monthly invoices submitted to the City PM
6. Regular progress reports including budget status and updates to project schedule
7. Quality control of all deliverables

Task 1: Existing Conditions

1. Review plans, policy, and available data
  - a. Review relevant plans and studies including materials produced by DRCOG, CDOT, and the City, including the City's transportation master plan. Summarize recommendations of these studies.
  - b. Review demographic data and identify areas with vulnerable populations including any relevant trends that should be considered in the context of safety.
  - c. Review speed limit mapping and roadway classification mapping.
  - d. No utility coordination is anticipated; however, the Consultant will use reasonable efforts to identify underground utilities and services that are impacted by any proposed design.
2. Data Collection
  - a. Inventory existing data related to crashes and speeds, and identify additional data that may need to be collected to help inform the safety analysis.
  - b. Based on identified additional data needs, obtain necessary additional data to inform the safety analysis such as traffic counts, geocoded crash data, speeds, signal operation, geometry.
  - c. Identify attributes, strengths, weaknesses and gaps in current crash datasets.

Task 1 Deliverables:

3. Community snapshot that briefly describes relevant community characteristics and safety information.
4. Memo describing data availability, additional data needs, current crash reporting and analysis with recommendations to facilitate ongoing crash tracking and monitoring efforts. Memo should include any data collected as part of the safety analysis.

Completion Date: Summer/Fall 2024



## Task 2: Public and Stakeholder Engagement (ongoing)

Develop a public engagement plan that includes the following:

1. Objectives: Clearly defined goals for the public engagement effort, such as gathering input, building trust, or increasing awareness.
2. Stakeholder Analysis: Identification of key stakeholders, their interests, motivations, and potential challenges.
  - a. Creation of a Technical Advisory Committee (“TAC”) that will oversee general plan efforts.
  - b. Staff has identified internal and external stakeholder groups that will need to be engaged at varying stages as shown below. Known contact information for these groups will be provided to the consultant team, however, in some cases, contact will need to be established by the Consultant. The following list is not exhaustive, and other stakeholders which may be identified as part of the planning process.
    - Internal- [Broomfield Transportation](#), Broomfield Communications and Engagement, Broomfield City Council
    - External Partners: (Smart Commute, Commuting Solutions), Regional Transit District (“RTD”), Via, DRCOG, Denver Regional Mobility and Access Council (“DRMAC”), Broomfield Housing Authority (“BHA”), Broomfield FISH, Senior Resources Board, A Precious Child, Family Support, Friends of Broomfield, The Refuge Cafe, Early Childhood Council and any additional identified partners, and CDOT.
      - Outreach may also include engagement and presentation to groups such as the Broomfield Community Service Network or similar meetings to reach organizations where they are.
    - Community Partners and Project Champions- The Consultant must seek out community partners and project champions to assist in the engagement of hard-to-reach groups. [View a list of existing community partners](#).
3. Communication Plan: Develop a plan in partnership with the City Communications and Engagement Team for disseminating information to stakeholders and collecting feedback from target audiences. This should include timing, frequency, and methods of communication and follow internal approval processes and timeframes. Collaborate with involved City and County Departments throughout the project.
  - a. [Broomfield Voice](#) page- Broomfield uses the Bang the Table platform to generate project websites on the Broomfield Voice. The Consultant will need to train with the Communications and Engagement Team to become familiar with this platform and will assist with generating and posting approved content. The Consultant may be given access to the platform for this purpose.
  - b. Translation Services- The Consultant will provide translation services. A variety of languages are spoken by Broomfield residents and the Consultant must be prepared

- to provide content and collateral across multiple languages. The most common language translations are Spanish.
- c. Collateral- Design and print collateral, including but not limited to postcard mailings, flyers, boards for engagement events, and other identified material adhering to Broomfield Brand and Identity standards. Please see the 2023 amended update to the [Broomfield Brand Identity Guide](#) for details. Broomfield staff can print supplies minus large posters or large prints.
  - d. Visual Identity- Create a visual identity to help with project recognition and messaging consistency, that falls within Broomfield's Brand and Identity standards. This may include renaming the project and developing a project graphic.
4. Robust Engagement Strategies: Methods of involvement, such as public meetings, testimonials, online surveys, pop-up events in public areas or with partner agencies, and attending community events and workshops.
- a. Meetings and Events: The consultant will propose a variety of different meeting types, such as open houses, focus groups, neighborhood meetings, to best reach the intended target audiences and engagement objectives. The suggested meeting types and minimums are listed below, however, staff are open to different approaches.
  - b. Identify meeting schedules and methodology, such as virtual, in-person, pop-up, survey, or other formats.
    - Include outings at Brewhaha and Broomfield Days in 2024
  - c. Schedule: A schedule for various engagement activities that correspond with existing community events and offerings, for example National Night Out, Broomfield Days, Summer Concert Series, Library events, and other such events.
  - d. Meetings-Suggested Minimums:
    - Bi-monthly Internal Stakeholder Meetings (4 Virtual)
    - TAC Meetings (12 Virtual)
    - Quarterly Broomfield Transportation Forum Meetings (2)
    - City Council Check-In (2)
    - External Stakeholder Meetings (2 Virtual)
    - Community Stakeholder Meetings (2 Virtual)
    - City Communications and Engagement Meetings (2 Virtual)
    - Emergency services focus group (1 In person)
    - Neighborhood Meetings/Open Houses (3 to be staffed by Broomfield)
    - 2 open houses (1 Virtual and 1 In person)
    - Pop-up events within the community (8 Broomfield to staff events)
    - Community-Wide Survey (1)

5. Implementation and Monitoring: Provide quarterly progress reports, including but not limited to identifying progress over time, issues, and next work to be completed.
6. Follow-up and Evaluation: Create a plan for following up with stakeholders, customers, and residents after the engagement effort is completed, and evaluating its success. Identify how information received was incorporated into the Safety Action Plan.
7. Budget and Resources: Identification of the resources needed for the engagement effort, including personnel, equipment, and materials.
8. Integrate equity considerations: Shall at a minimum include considerations for:
  - a. Review physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity and review opportunity to proactively create new connections and transportation opportunities for underserved communities that are underserved by transportation as part of the Safety Action Plan.
  - b. Review and recommend any new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on underserved populations and mitigates neighborhood bifurcation as part of the Safety Action Plan.
  - c. Improve racial equity and reduce barriers to opportunity, including but not limited to:
    - What are the assumptions underlying this thinking, policy, procedure, or practice?
    - How could this thinking, policy, procedure, or practice burden historically marginalized communities (such as Black, Indigenous, and People of Color, LGBTQIA+, women, individuals with disabilities)?
    - How do you involve the most impacted people in the decision-making process?
    - What are some strategies for reducing and/or eliminating negative impacts?

### Task 2 Deliverables:

1. Public Engagement and Communications Plans
2. Meeting materials including informational packets, surveys, presentations, and meeting summaries for both in person meetings and virtual meetings. Consultant shall facilitate most meetings; provided that, the City shall facilitate the neighborhood meetings, pop-up meetings and City Council meetings (Consultant's presence at City Council meetings may still be required). Broomfield staff can print supplies minus large posters or large prints.
3. Publish a Broomfield Voice page with coordination from the City and County's Communications and Engagement Team
4. Deliver digital and print collateral to identified City and County Staff. Broomfield staff can print supplies minus large posters or large prints.
5. Highly visual public engagement summary for inclusion in final plan
6. TAC member expectations one-pager
7. ISG member expectations one-pager
8. ESG member expectations one-pager
9. CSG member expectations one-pager
10. Stakeholders contact spreadsheet

## 11. Stakeholder interaction record

Completion Date: Summer/Fall 2024 for initial outreach, but some of these services may continue throughout the term of the Agreement.

### Task 3: Vision, Goals and Measures of Effectiveness (“MOE”)

1. Conduct strengths, weaknesses, opportunities, and challenges exercise with the internal and external groups.
2. Based on initial input from the public and stakeholders, develop goals and focus areas for the Safety Action Plan and vet goals with the stakeholders.
3. Develop leadership commitment and goal setting that includes a goal timeline for eliminating roadway fatalities and serious injuries.
4. Identify current data available against gaps in data in order to assess MOE.
5. Develop a preliminary list of proposed MOE’s to the technical advisory committee for approval.
6. Propose a progress tracking system that is easy to use and update.

### Task 3 Deliverables:

1. Vision statement and goals for the Safety Action Plan that have been vetted and approved by internal stakeholders, with feedback from external stakeholders.
2. List of MOEs
3. City council resolution with summary of SWOC exercise conclusions

Completion Date: Winter 2024

### Task 4: Safety Analysis

1. Integrate data and conduct a safety analysis
  - a. Analyze systemic safety needs including but not limited to high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, structural issues, and other identified areas.
  - b. Identify contributing factors and crash types by relevant road users, including but not limited to motorists, people walking, transit users, and other identified users.
  - c. Identify hot spot crash locations and corridors
    - Conduct infrastructure gap analysis around high-risk areas such as schools, parks and or community centers.
    - Focus on vulnerable road user injury crashes around high-risk areas.
    - Correctable crash types that result in injury
    - Locations with high potential for crash reduction.
2. Identify educational, enforcement, or operational strategies that are needed to help achieve safety targets. These could include but are not limited to:
  - a. Weather event management and response- plowing, incident management
  - b. Signal operations
  - c. Traffic monitoring strategies

- d. Coordination with CDOT
- 3. Assess current policies, plans, guidelines, and standards, including manuals to identify opportunities to improve prioritization of transportation safety.
- 4. Develop an initial list of corridors and intersections for further analysis
  - a. Conduct field review
  - b. Refine with public and stakeholder input

#### Task 4 Deliverables:

1. Analysis of data that can be summarized in an Action Plan as appropriate, including intersection and corridor screening.
2. Map of the local system with identified “hot spot” areas.
3. Develop critical safety index or safety performance factors based on crash frequency and severity with outlined methodology.
4. Summary of policy, operations, and programmatic needs with special attention to data and interagency collaborations.
5. Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.

Completion Date: December 2024

#### Task 5. Draft Plan Development

1. Develop a draft Safety Action Plan based on information collected in Tasks 1 through 4. The draft should consider and include all the key components of the Safety Action Plan.
2. Develop a list of projects, strategies, and priority investment areas based on field review, goals and objectives.
  - a. Including but not limited to: How will traffic mitigation techniques be utilized?
3. Develop progress and transparency methods that measure progress over time after the Safety Action Plan is developed or updated, including outcome data.
4. Establish prioritization criteria based on goals, objectives and equity considerations.
  - a. Review prioritization criteria with the TAC
  - b. Consideration and prioritization for local projects
5. Prioritize projects and strategies with time ranges for when countermeasures will be deployed, such as short, mid, and long-term timeframes).

#### Task 5 Deliverables:

1. Draft plan for staff and stakeholder review
2. Public involvement per the public engagement plan
3. Prioritized list of projects and strategies with time ranges for when countermeasures will be deployed, such as short, mid, and long-term timeframes. High level costs and concept diagrams to be included for 5 projects, unless there is budget for additional projects.

Completion Date: First Draft - February 2025

Task 6. Final Plan Development

1. Incorporate public comments and input into revised draft Safety Action Plan
2. Incorporate progress and transparency methods that measure progress over time after the Safety Action Plan is developed or updated, including outcome data.
3. Coordinate with TAC to review revised Safety Action Plan draft based on public engagement.
4. Creation of final Safety Action Plan.

Task 6 Deliverables:

1. Highly visual and user-friendly final Safety Action Plan.
2. Online version of the Safety Action Plan with trackable measurements of effectiveness that can be easily updated by City staff.
3. Present solutions for an online progress tracking tool.

Completion Dates: Revisions to Draft Plan - March 2025

Final Draft - April 2025

Final Report - June 2025

**EXHIBIT C**

**PRICING SHEET**

[See attached]

# BROOMFIELD SAFETY ACTION PLAN | COST PROPOSAL/BUDGET

## Broomfield Safety Action Plan - Revised Fee Proposal

March 5, 2024

red text denotes changes from original 2/1/24 proposal



	Staff Rates						Next Phase		Vendors		Olsson					TOTAL BY TASK	
	Principal II	Principal I	Senior Associate	Senior Transportation Engineer	Transportation Engineer II	Transportation Engineer I	Principal	Reimbursable Expenses - Mileage	IDAX Data Solutions	Transoft Solutions	Lead Planner	Project Planner	Assistant Planner	Reimbursable Expense - Printing	Translation Services		
RATES	\$225	\$210	\$200	\$190	\$180	\$160	\$200				\$165	\$152	\$100				
<b>Task 0: Project Management</b>	\$2,250	\$16,800	\$5,200	\$4,180	\$0	\$0	\$100	\$6,800	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$35,480	
Prepare for and attend project kickoff meeting including minutes	4	8	4				\$100	4	\$50								
Prepare for and attend <b>monthly</b> PMT meetings including minutes (virtual)		30	12	12			\$0	12	\$100								
Administration	2	12						6									
Internal project team meetings	4	30	10	10				12									
	10	80	26	22	0	0	-	34	-	-	0	0	0	-	-		
<b>Task 1: Existing Conditions</b>	\$0	\$3,570	\$6,200	\$15,960	\$9,720	\$0	\$0	\$14,400	\$0	\$4,000	\$0	\$0	\$19,456	\$0	\$0	\$73,306	
Review relevant plans and studies		4	5	15	10												
Summarize plan recommendations		2	1	2	12												
Review demographic data for vulnerable populations		2		2									16				
Review speed limit and roadway classification GIS data		2		2									24				
Initial coordination with agencies, utility companies					12												
Review and inventory existing data (assumed crash data will be in GIS format)													20				
QA/QC and scrub existing data for inconsistencies		1	10	60				40					48				
Develop recommendations for crash tracking and monitoring		1	10	2				8									
Develop community snapshot with relevant characteristics and safety information		2			20			16					20				
Develop memo for existing data availability, additional data needs, current crash reporting, recommendations for crash tracking and monitoring		2	5					8									
Collect additional data		1		1						\$4,000			0				
	0	17	31	84	54	0	-	72	-	-	0	128	0	-	-		
<b>Task 2: Public and Stakeholder Engagement</b>	\$0	\$24,990	\$0	\$2,280	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$26,730	\$0	\$36,400	\$6,000	\$0	\$96,550
Coordinate with and create stakeholder groups (ISG, ESG, and CSG); stakeholder contact spreadsheet		2										4		10			
Develop and draft public engagement plan		2										4		10			
Develop and draft communications plan (including project branding)		1										6		10			
Develop and provide quarterly public engagement progress reports		2										4		12			
Develop and maintain Broomfield Voice material		1										10		32			
Develop project marketing material		2										6		24			
Prepare for internal stakeholder meetings																	
2 virtual meetings with the City Communications and Engagement Team		2										6		8			
12 TAC meetings (virtual)		30					\$0					18		24			
4 ISG meetings (virtual)		8					\$0					16		20			
TAC, ISG member expectations sheet		1										1		2			
Prepare for and attend 2 quarterly Broomfield Transportation Forum meetings		16		4			\$50					0		0			
Prepare for and attend 2 City Council check-in meetings		16		8			\$50					0		0			
Prepare for and attend stakeholder meetings																	
2 External Stakeholder Group (ESG) meetings (virtual)		6					\$0					16		22			
2 Community Stakeholder Group (CSG) meetings (virtual)		6					\$0					16		22			
ESG, CSG member expectations sheets		1										1		4			
1 Emergency Services Focus group (in person)		4										16		6			
Prepare for 3 neighborhood meetings (consultant attendance excluded)		5					\$0					10		20		\$3,000	
Prepare for and attend 2 open houses (consultant-provided childcare excluded) (1 virtual, 1 in person)		8					\$25					8		36		\$1,000	
Prepare for 8 pop-up events (consultant attendance excluded)		4					\$0					6		32		\$2,000	
Develop and implement community-wide survey		1										6		22			
Develop public engagement summary		1										4		24			
Translation services												4		24			
	0	119	0	12	0	0	-	0	-	-	162	0	364	-	-		
<b>Task 3: Vision, Goals and Measures of Effectiveness</b>	\$0	\$2,520	\$6,400	\$760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,320	\$0	\$1,200	\$0	\$0	\$12,200
Conduct internal Strengths, Weaknesses, Opportunities, and Challenges workshop (potential overlap with Task 2 meetings)		4	6				\$0					8		12			
Conduct external Strengths, Weaknesses, Opportunities, and Challenges workshop (potential overlap with Task 2 meetings)		4	6				\$0										
Develop goals and focus areas for Safety Action Plan		2	10	2													
Develop preliminary list of proposed MOEs		2	10	2													
	0	12	32	4	0	0	-	0	-	-	8	0	12	-	-		
<b>Task 4: Safety Analysis</b>	\$450	\$2,940	\$10,200	\$20,140	\$1,440	\$0	\$400	\$44,000	\$200	\$0	\$0	\$0	\$5,472	\$0	\$0	\$0	\$85,242
Perform systemic analysis	1	1	10	40				40									
Perform non-systemic analysis		1	8	40				60									
Identify hot-spot crash locations and corridors		1	2	10				32					36				
Develop list of strategies		2	2	6				16									
Review policies, plans, guidelines and standards	1	2	8		8			16									
Develop list of intersections and corridors for further study		1	1					16									
Conduct field reviews		6	20	10			\$400	40	\$200								
	2	14	51	106	8	0	-	220	-	-	0	36	0	-	-		
<b>Task 5: Draft Plan Development</b>	\$900	\$6,720	\$8,000	\$6,080	\$9,360	\$960	\$0	\$9,600	\$0	\$0	\$0	\$0	\$9,120	\$0	\$0	\$0	\$50,740
Develop draft Safety Action Plan	4	24	40	24	24	6		16					30				
Finalize prioritization criteria		2			4			16									
Develop list of prioritized projects and strategies		6		8	24			16									
Develop GIS Crash Dashboard													30				
	4	32	40	32	52	6	-	48	-	-	0	60	0	-	-		
<b>Task 6: Final Plan Development</b>	\$225	\$6,720	\$800	\$3,040	\$5,400	\$960	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,145
Finalize Safety Action Plan	1	32	4	16	30	6											
	1	32	4	16	30	6	-	0	-	-	0	0	0	-	-		
<b>HOURS BY STAFF MEMBER</b>	17	306	184	276	144	12	-	374	-	-	170	224	376	-	-		
<b>FEES BY STAFF MEMBER AND EXPENSES</b>	\$3,825	\$64,260	\$36,800	\$52,440	\$25,920	\$1,920	\$650	\$74,800	\$350	\$4,000	\$0	\$28,050	\$34,048	\$37,600	\$6,000	\$0	
<b>FEES AND EXPENSES BY COMPANY</b>							\$185,815		\$75,150	\$4,000	\$0		\$105,698				
	<b>TOTAL FEES + EXPENSES</b>															<b>\$370,663</b>	



**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including  
Professional Liability**

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A-VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits – The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

**Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which the Contract are satisfied, the following:**

<b>Insurance Requirements - Including Professional Liability</b>		
	<b>COVERAGES AND LIMITS OF INSURANCE</b>	<b>Required</b>
1.	<p><b>Commercial General Liability</b> Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability.</p> <p><b>Note: For contracts involving vendor/contractor contact with minors or at-risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</b></p>	<ul style="list-style-type: none"> <li>• \$1,000,000 Each occurrence</li> <li>• \$2,000,000 General Aggregate (Per Project)</li> <li>• \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)</li> </ul>
2.	<p><b>Automobile Liability</b> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</p>	<ul style="list-style-type: none"> <li>• \$1,000,000 combined single limit</li> <li>• If hazardous materials are transported, an MCS 90 form shall be included on the policy</li> </ul>
3.	<p><b>Workers' Compensation</b> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.</p> <p>This requirement shall not apply if exempt under Colorado Workers' Compensation Act, AND when providing the sole proprietor waiver form.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> <li>• \$100,000 Each Accident</li> <li>• \$100,000 Each Employee by Disease</li> <li>• \$500,000 Disease Aggregate</li> </ul>
4.	<p><b>Professional Liability</b> Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following: Coverages:</p> <ul style="list-style-type: none"> <li>• If coverage is Claims Made, a retroactive date prior to the inception of the work</li> <li>• If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>• \$1,000,000 Per Claim/Aggregate</li> </ul>
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holder is:</b> City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p>		

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to [RiskManagement@broomfield.org](mailto:RiskManagement@broomfield.org)

**EXHIBIT E**  
**FEDERAL UNIFORM GRANT GUIDANCE REQUIRED CONTRACT CLAUSES**

The Parties to the Agreement to which this Exhibit is attached hereby acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In accordance with 2 C.F.R. 200.327 the following provisions are hereby added and incorporated into the Agreement; to the extent that the terms of the Agreement and this exhibit conflict, the terms of this exhibit shall control. During the performance of this Agreement, the Contractor agrees as follows:

**A. SUPPLEMENTAL DEFAULT AND REMEDY PROVISIONS.** (Applicable to all contracts and subcontracts in excess of \$150,000, the simplified acquisition threshold. See 2 CFR Part 200, Appendix II(A)) In addition to the contractual, administrative and legal provisions within the Agreement to which this Exhibit is attached and incorporated into, the following Default and Remedy provisions apply.

1. Contractor's failure to perform or observe any term, covenant or condition of this document or failure to fulfill in a timely and proper manner its obligations under this Agreement shall constitute an event of default under this Agreement. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:
  - (a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.
  - (b) Contractor (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (v) takes action for the purpose of any of the foregoing.
  - (c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.
  
2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City

and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

3. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

**B. TERMINATION FOR CONVENIENCE OF CITY.** (Applicable to all contracts and subcontracts in excess \$10,000. see 2 CFR Part 200, Appendix II(B))

1. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective

2. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the City. Such actions shall include, without limitation:

- (a) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (b) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (c) Terminating all existing orders and subcontracts.
- (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (f) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (g) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

3. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (a) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this

Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

- (b) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (c) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the City or otherwise disposed of as directed by the City.

4. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection 3. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection 3.

5. In arriving at the amount due to Contractor under this Section, City may deduct:

- (a) All payments previously made by City for work or other services covered by Contractor's final invoice;
- (b) Any claim which City may have against Contractor in connection with this Agreement;
- (c) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 4; and
- (d) In instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

6. City's payment obligation under this Section shall survive termination of this Agreement.

**C. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE.** (Applicable to all federally assisted construction contracts as defined in 41 CFR Part 60-1.3 by grantees and their contractors and subcontractors, in excess of \$10,000; see 2 CFR Part 200, Appendix II(C)).

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September

24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**D. DAVIS-BACON ACT COMPLIANCE.** (Applicable to prime construction contracts exceeding \$2,000; see 2 CFR Part 200, Appendix II(D))

1. The Contractor shall comply with 40 U.S.C. 3141-3148 as supplemented by 29 C.F.R. Part 5.
2. All laborers and mechanics employed by the Contractor on construction work pursuant to this Agreement, and subject to the provisions of the federal acts and regulations listed herein, shall be paid wages at rates not less than the prevailing wages on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. In addition, the Contractor must pay wages not less than once a week.
3. The parties acknowledge that the City must report all suspected or reported violations to the Federal awarding agency.
4. The Contractor shall also comply and ensure subcontractor compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As such Contractor and any subcontractors thereof are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE.** (Applicable to agreement is in excess of \$100,000 and involving the employment of mechanics or laborers; see 2 CFR Part 200, Appendix II(E)).

The Contractor shall comply with the following:

1. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
2. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by

the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

3. *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

4. *Payrolls and basic records.*

(a) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(b) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (a) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

5. *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (1) through (5) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (1) through (5) of this clause.

6. *Work Conditions.* Contractor shall comply with 40 U.S.C. 3704 as it is applicable to construction work. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **INVENTIONS MADE UNDER THE AGREEMENT.** (Applicable to federally funded contracts for the performance of experimental, developmental, or research work; see 2 CFR Part 200, Appendix II(F) )

If the Federal award providing funding for this Agreement meets the definition of “funding Agreement” under 37 CFR § 401.2 (a) and this Agreement is between the City and a small



business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that Funding Agreement, the City and Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. **CLEAN AIR AND CLEAN WATER ACTS COMPLIANCE.** (Applicable to all contracts and subcontracts in excess \$150,000; see 2 CFR Part 200, Appendix II(G))

1. Clean Air Act.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act at 42 U.S.C. § 7401 et. seq.
- (b) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, the Federal reporting agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.
- (b) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, the Federal reporting agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. **DEBARMENT AND SUSPENSION.** (Applicable to all contracts and subcontracts; see 2 CFR Part 200, Appendix II(H)) Contractor acknowledges that a contract utilizing Federal funding may not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM). 2 CFR Part 200, Appendix II(H).

In addition, Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.

I. **BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE.** (Applicable to awards or contracts of \$100,000; see 2 CFR Part 200, Appendix II(I)) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification set forth in CERTIFICATION REGARDING LOBBYING, 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the

recipient.

J. **PROCUREMENT OF RECOVERED MATERIALS.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(J)) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Contractor also agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

K. **PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(K)) Contractor and subcontractor, if applicable are prohibited from expending funds arising from this contract to:

- (a) Procure or obtain;
- (b) Extend or renew a contract to procure or obtain; or
- (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company of ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications, equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced by an entity that the Secretary of Defense in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or

controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information. See also 2 CFR 200.471.

**L. DOMESTIC PREFERENCE.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(L)) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pie; aggregates such as concrete; glass, including optical fiber; and lumber.

**N. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

1. If subcontracts are to be let, Contractor must take the following affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor surplus firms are used when possible:
  - (a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
  - (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
  - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. **ADDITIONAL REQUIREMENTS OF FUNDING SOURCE AGENCY.** Finally, the Parties additionally agree that Federal Funding source agency rules and regulations may require the incorporation and additional legal or regulatory references or contract provisions and nothing herein by this Exhibit is intended to revise, negate or conflict with any such necessary provision, rather the intent is to summarize and memorialize all applicable provisions, to the extent possible.



# City of Broomfield

## City Council Regular Meeting Memorandum

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### Resolution No. 2024-48 - Amending the Presiding Municipal Judge's Employment Agreement

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Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Consent Items Item: 6C
Community Goals	

### Overview

[View Correspondence](#)

City Council conducted Judge Bockman's annual review on March 26, 2024, and April 12, 2024. As part of Judge Bockman's annual review, City Council would like to amend her employment agreement to increase the compensation.

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### **Attachments**

- Memo - Amendment to Presiding Municipal Judge's Employment Agreement.pdf
- Resolution 2024-48 Amending Municipal Judge's Employment Agreement (1).pdf
- 2024 Amendment to Bockman Employment Agreement.pdf

# Summary

[View Correspondence](#)

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.

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 March 26, 2024, and April 12, 2024. As part of Judge Bockman’s annual review, City Council would like to increase Judge Bockman’s compensation. Judge Bockman’s current annual salary for her full-time position is \$196,913.60. The proposed Resolution and this 2024 amendment to her Employment Agreement increases the compensation to \$222,994 (which includes an already-approved \$500/month vehicle allowance for 12 months).

Resolution 2024-48 approves the 2024 Amendment to Judge Bockman’s Employment Agreement.

## Financial Considerations

The budgetary impact of this proposed amendment will result in an additional \$26,080.40 for salary and benefits in fiscal year 2024.

## Prior Council or Other Entity Actions

February 9, 2021 - Resolution 2021-30 Appointing Judge Bockman and Approving her Employment Agreement

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

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to move forward with the approval for the 2024 amendment to Judge Bockman’s Employment Agreement, the appropriate motion is...

**That Resolution 2024-48 be adopted.**

## Alternatives

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

# RESOLUTION NO. 2024-48

A Resolution Approving the 2024 Amendment to the Employment Agreement Between the City and County of Broomfield and the Presiding Municipal Judge

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

## Section 1. Recitals.

- 1.1 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.
- 1.2 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.
- 1.3 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 once before on February 28, 2023.
- 1.4 City Council and Judge Bockman desire to amend the Employment Agreement to reflect a compensation increase following her annual performance review.

## Section 2. Action.

- 2.1 The City Council hereby approves the 2024 Amendment to Employment Agreement, which is attached hereto.
- 2.2 The Mayor or Mayor Pro-Tem is authorized to sign and the Office of the City and County Clerk is authorized to attest the 2024 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 April 23, 2024.

The City and County of Broomfield, Colorado

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Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved As To Form:

*NCR*

\_\_\_\_\_  
City and County Attorney



**2024 Amendment to Employment Agreement - Bockman**

This Amendment to Employment Agreement, made and entered into this 24th day of April 2024, 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

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

WHEREAS, the City desires to 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 3 of the Agreement "Compensation" is hereby amended to read as follows:

**Section 3: Compensation.** City agrees to pay Employee a base salary of \$222,994 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 Agreement shall be amended to reflect any compensation adjustments approved by the City Council.

2. Except as amended herein, the Employment Agreement, as previously amended, remains in full force and effect. This 2024 Amendment to Employment Agreement, upon execution, shall be binding upon the parties, their heirs, successors and assigns.

THE CITY AND COUNTY OF BROOMFIELD,  
COLORADO  
a Colorado municipal corporation and county

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Office of the City and County Clerk

APPROVED AS TO FORM:

*NCR*

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City and County Attorney

EMPLOYEE

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Amy E. Bockman



# City of Broomfield

## City Council Regular Meeting Memorandum

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### Resolution No. 2024-50 - Approving a Contract for Air Quality Monitoring for Oil & Gas Impacted Neighborhoods

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Consent Items      Item: 6D
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	

### Overview

[View Correspondence](#)

In a focus session on March 1-2, 2024, Council discussed an impacted community air quality monitoring program, considering feedback from residents of impacted neighborhoods. Council directed staff to prepare a contract with Boulder A.I.R. for the remainder of 2024, to provide additional air quality monitoring resources to communities most affected by recent oil and gas development.

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### **Attachments**

Memo - Air Quality Monitoring for Oil & Gas Impacted Neighborhoods.pdf

Resolution No. 2024-50.pdf

BAIR Signed Agreement & SOW - Impacted Community AQM Program.PDF

# Summary

[View Correspondence](#)

Broomfield's northern neighborhoods have been disproportionately impacted by oil and gas development since 2018. Residents of these neighborhoods, many of whom purchased homes prior to commencement of oil and gas development, have been exposed to increased levels of air and noise pollution, leading to increased rates of mental and physical health impacts compared to other parts of the community. A [peer-reviewed health study](#) by Broomfield and Colorado School of Public Health showed that residents living within one mile of these multi-well unconventional oil and gas development experienced more frequent health symptoms such as upper and lower respiratory issues, gastrointestinal issues, and increased levels of anxiety.

Residents of these oil and gas impacted neighborhoods have expressed concern over the termination of the contract with Boulder A.I.R. for oil and gas air quality monitoring (see [October 17, 2023 Council memo](#) for history of oil and gas AQM program). While Boulder A.I.R. services are no longer required to monitor near-pad air events now that all well pads are in production, people who live in impacted neighborhoods had found the Boulder A.I.R. public portal to be a valuable tool that helped them navigate the daily reality of living proximate to oil and gas facilities.

In a focus session on March 1-2, 2024, Council discussed an impacted community air quality monitoring program, considering feedback from residents of impacted neighborhoods. Council directed staff to prepare a contract with Boulder A.I.R. for the remainder of 2024, to provide additional air quality monitoring resources to communities most affected by recent oil and gas development.

Staff worked with Boulder A.I.R. to develop an impacted community AQM program proposal. The proposal includes continuous air quality monitoring at the two historic locations, Soaring Eagle and North Pecos, as well as a publicly viewable data monitoring dashboard to provide near real-time concentrations of measured air contaminants. The following parameters will be monitored at the Soaring Eagle location: ozone, nitrogen oxides, volatile organic compounds (VOCs), methane, particulate matter, and meteorologic conditions. The following parameters will be monitored at the North Pecos location: VOCs, methane, and meteorologic conditions. Ozone and associated parameters (nitrogen oxide and particulate matter) are a regional concern, and therefore are proposed to only be monitored at a single network location.

Proposed Resolution 2024-50 approves a new contract with Boulder A.I.R. Cost of the proposed program is \$265,520 from May 1 through December 31, 2024. The proposed contract includes three annual renewal options.

To the public, the proposed impacted community AQM program will look the same as Boulder A.I.R.'s previous oil and gas AQM program. The following technical elements of program will be adjusted:

- Removal of hydrogen sulfide (H<sub>2</sub>S) monitoring. H<sub>2</sub>S is uncommon in local formations and there has been no significant detections for several years.
- Adjustment of the VOC monitoring methodology from mass spectrometry detection to flame ionization detection at the Soaring Eagle location. Mass spectrometry detection is useful in identifying unknown compounds, potentially used during oil and gas development. This service is no longer necessary as all recently developed pads are in production. Flame ionization detection has been successfully used at the North Pecos location since the inception of the monitoring location.
- Methane monitoring has been added to the Soaring Eagle location to inform residents of methane concentrations as well as to assist with emission source determination

These adjustments result in an estimated annual cost savings of \$57,038.

## Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount. Property tax revenue from Extraction oil and gas operations contributes to the below referenced budget and will be utilized to pay for the program if implemented.

Sources of Funds	Amount
2024 Strategic Initiatives Budget - Oil and Gas: Professional Services Misc. (02-55100-53170)	\$936,000
Uses of Funds	
Ajax Analytics Oil and Gas AQM Program	-\$417,515
Boulder A.I.R. Impacted Community AQM Program	-\$265,520
<b>Projected Balance</b>	<b>\$239,965</b>

## Prior Council or Other Entity Actions

Prior Council Action (provide links to memo)

- December 17, 2019 - [Resolution No. 2019-288](#) Approved an Agreement with Boulder A.I.R. for Air Quality Monitoring in 2020.
- December 8, 2020 - [Resolution No. 2020-268](#) Approved 1st Amendment with Boulder A.I.R. and extended the term to December 31, 2021.
- December 22, 2021 - Approved a [2nd Amendment](#) with Boulder A.I.R. for AQM Program (Jan-Mar 2022 Stop Gap).
- February 15, 2022 - Approved a [3rd Amendment](#) with Boulder A.I.R. for AQM Program (Apr-Dec 2022).
- December 13, 2022 - [Resolution No. 2022-164](#) Approved an Agreement with Boulder A.I.R. for Air Quality Monitoring in 2023.
- [October 17, 2023](#) - Approved discontinuation of the Boulder A.I.R. oil and gas AQM program.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the proposed contract, the appropriate motion is that:  
**Resolution 2024-50 be adopted.**

## Alternatives

Do not approve Resolution 2024-50.

# RESOLUTION NO. 2024-50

A Resolution Approving an Agreement between the City and County of Broomfield and Boulder A.I.R., LLC for Broomfield's Impacted Community Air Quality Monitoring Program Associated with Oil and Gas Operations

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

## Section 1.

The agreement attached hereto by and between the City and County of Broomfield and Boulder A.I.R., LLC in the amount of \$265,520 for Impacted Community Air Quality Monitoring is approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the Agreement in a form approved by the City and County Attorney.

## Section 3.

The City and County Manager, or a designee thereof, is authorized to renew the agreement on an annual basis for up to three additional one-year terms subject to approved budgets.

## Section 4.

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

Approved on April 23, 2024.

The City And County Of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved As To Form:

*NCR*

\_\_\_\_\_  
City and County Attorney

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND BOULDER A.I.R. FOR BROOMFIELD'S IMPACTED COMMUNITY AIR QUALITY MONITORING  
PROGRAM ASSOCIATED WITH OIL AND GAS OPERATIONS

1. PARTIES. The parties to this Agreement are The City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Boulder A.I.R., LLC (the "Contractor"), collectively, the "Parties," or individually, a "Party."

2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.

2.1 The City desires to obtain air quality monitoring services for Broomfield's Impacted Community Air Quality Monitoring Program associated with oil and gas operations (the "Project").

2.2 The City has determined that the Contractor is qualified and capable of providing the required services and is of best value to the City. Contractor has knowledge and experience with providing similar services and employs technical staff with the ability to perform the desired monitoring services.

3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 Term. The Term of this Agreement shall commence May 1, 2024 and extend and be effective through December 31, 2024. This Agreement may be renewed for three successive one-year terms upon the same terms and conditions by written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.

3.2 Basic Services. The Consultant agrees to provide the air quality monitoring services required by the City for the Project. The Consultant shall perform the services required by the City for the Project. The Consultant shall perform the services as described in the Scope of Work, Exhibit A, attached hereto and incorporated by this reference and elsewhere in this Agreement.

3.3 Price. The City shall pay the Contractor for goods and services in accordance with the Price and Payment Schedule section of the Scope of Work, Exhibit A. Total payments for all work under this Agreement shall not exceed \$265,520 for the first term, and additional terms will be at the pricing as mutually agreed to by the parties.

3.4 Payment. The Contractor will timely issue invoices for products and/or services delivered or rendered pursuant to this Agreement. Timely issuance of invoices is considered within thirty (30) days after the end of the calendar quarter when services are rendered. Invoices shall be paid within thirty (30) days of approval by the City representative. Failure to submit invoices for timely payment may result in nonpayment. The City will notify the Contractor of any dispute with respect to an invoice in writing. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.

3.5 Suspension. Without terminating this Agreement or breaching its obligations hereunder, the City may suspend the services of the Contractor in the event that oil and gas operations are halted indefinitely. Such suspension may be accomplished by giving Contractor written notice seven (7) days in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep the total charges to the City for services under the Agreement to the minimum. In the event of a suspension in excess of ninety (90) days that time period of suspension shall not count toward the initial Term of the agreement or any subsequent renewal term as identified in paragraph 3.1 above.

3.6 Renegotiations. Following the term of this Agreement, as amended or renewed, the City may desire to obtain continued services from the Contractor. In that event the Contractor hereby agrees, the Contractor represents and warrants that the prices and services provided will not be less favorable than those agreed to hereunder or those agreed to by Contractor with any other like customer purchasing substantially similar services.

3.7 Inspection of Records. The Contractor will permit the authorized agents and employees of the City at reasonable hours, to inspect, review, and audit all records of the Contractor related to this Project and the work to be performed under this Agreement.

4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. Either Party may change the authorized representative at any time by giving notice to the other Party. The Parties each designate an authorized representative as follows:



4.1 The City designates the Superintendent (Energy and Environment) as the authorized representative of the City under this Agreement. Email address is [Rresch@broomfield.org](mailto:Rresch@broomfield.org).

4.2 Contractor designates Dr. Detlev Helmig as the authorized representative of the Contractor under this Agreement. Email address is [dh.boulderair@gmail.com](mailto:dh.boulderair@gmail.com).

If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).

5. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on moneys earned pursuant to this Contract.

6. SUBCONTRACTORS. The provisions of services pursuant to this Agreement shall be completed by the Contractor, and specifically Dr. Detlev Helmig. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, an approved subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

7. INDEMNIFICATION. Contractor expressly agrees to indemnify and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by Contractor or any of its employees, subcontractors, or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.

8. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City. Current proof of such insurance is attached at Exhibit B, incorporated by this reference. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.

9. DEFAULT. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, the City may terminate this Agreement and the Contractor's right to proceed hereunder. If the City terminates this Agreement under this paragraph, the Contractor may, at the option of the City, be required to cease any or all work provided for under this Agreement and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform.

10. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

11. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.

12. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

13. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.

14. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

15. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.

16. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

17. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

18. DATA AND DOCUMENTS. All monitoring data collected and all drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall be property of the City. Notwithstanding the foregoing, Contractor shall be authorized to use any of the monitoring data or documents described above and shall own any data or other documents derived therefrom beyond the Scope of this Agreement. Ownership of equipment and the hosting and licensing of monitoring data is further governed by the Scope of Work attached as Exhibit A. Contractor's use or analysis of the data or documents generated pursuant to this Agreement beyond the scope of this Agreement is not and shall not be represented as the determination, opinion, or position of the City in any form.

19. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.

20. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

21. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

22. DAYS. If the day for any performance or event provided for herein is a Saturday, Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

23. DELAYS. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failures are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

24. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

25. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

26. WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

27. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.

28. TERMINATION.

28.1 For Cause. This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least five (5) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach.

28.2 Without Cause. In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving the Contractor written notice at least sixty (60) days in advance of the termination date.

28.3 Upon Termination. In the event of such termination, the Contractor will be paid for all services rendered to the date of termination, and upon such payment, all obligations of the City to Contractor under this Agreement will cease. Furthermore, in the event of such termination, the Contractor shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

29. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.

30. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.

31. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

32. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

This Agreement is executed by the Parties hereto in their respective names as of April \_\_\_\_\_, 2024.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

\_\_\_\_\_  
Mayor  
One DesCombes Drive  
Broomfield, CO 80020

ATTEST:

\_\_\_\_\_  
City and County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney

Boulder A.I.R., a Colorado Corporation

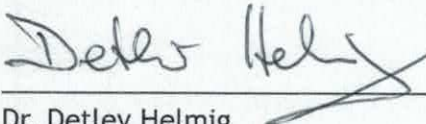
  
\_\_\_\_\_  
Dr. Detlev Helmig

EXHIBIT A  
SCOPE OF WORK

Contractor shall perform the following services:

1. Contractor will provide continuous air quality monitoring services as described in the attached Exhibit B - Broomfield Monitoring Proposal ("Proposal"). Contractor is responsible for all equipment, maintenance of equipment, and for complying with the protocols identified in the Proposal. Contractor will collect air samples and analyze the identified compounds at the frequencies described in the Proposal, with the ability to add additional compounds as mutually agreed. The City is responsible for ensuring access to and electricity to the monitoring stations at no cost to Contractor. Station #1 (Anchor Site) will be located at the City's designated location in Anthem Highlands (Soaring Eagle). Station #2 (Satellite Site) will be located at the City's designated location south of the Northwest pad on the City's Open Space. Contractor agrees to move the stations to a different location within a reasonable period of time as reasonably requested by the City's authorized representative. Contractor may not remove or relocate either station without prior written approval of the City during the term of the Agreement.

2. Contractor will have Station #1, Station #2, and the corresponding website fully operational by May 1, 2024. The City may withhold payment until such time as each station is fully functional, and in addition, may pursue other available remedies.

3. Contractor shall communicate with the City to ensure Project success and will coordinate with the City and its contractors and subcontractors, including AJAX Analytics and Colorado State University, more specifically Dr. Jeffrey L. Collett Jr. and his team. With respect to communications to the City, including its residents, officials and staff, Contractor will communicate directly through the City's authorized representative, as specified in section 4 of the Agreement. Communications or requests from the City will receive a response within 24 hours on business days and Contractor will use reasonable efforts to respond to communications within 24 hours on weekends. The City's authorized representative will be included in all communications and all Contractor responses. Contractor agrees to engage collaboratively in providing the services in support of Broomfield's overall Air Quality Monitoring Program. Contractor, which includes the authorized representative or knowledgeable designee, will participate in the following:

- a. Monthly meetings to review and evaluate data including discussion on correlations to applicable environmental standards, service level agreements, website functionality, and any other questions or concerns.

b. Meetings to discuss data anomalies and air quality events as well as other concerns requiring timely attention on an as-needed basis, determined by the City's authorized representative.

c. City Council meetings and study sessions concerning air quality monitoring on an as-needed basis, determined by the City's authorized representative.

4. Contractor will coordinate with the City and its contractors to provide quarterly data, including summarizing the data and conclusions, and will work with the City and its contractors to provide quarterly reports for Broomfield's Air Quality Monitoring Program.

5. Contractor will provide additional data analysis and interpretation in the form of supplemental reports as requested by the City's authorized representative.

6. Contractor will work with the City's authorized representative on an as-needed basis to answer inquiries regarding the air quality monitoring program.

7. Contractor will provide monitoring data to the public in near real time through a publicly available website that will be linked to Broomfield's air quality monitoring website. Contractor will provide additional access to Broomfield staff users to use the data and information as part of the City's overall air quality monitoring program.

6. Contractor agrees to the following service level agreements.

a. Contractor's website will have a minimum 99% up time.

b. Contractor's monitoring equipment will have a 90% up time.

Payment for services is contingent upon Contractor's adherence to these service levels.

7. Contractor will use reasonable efforts to ensure a high degree of data accuracy and will provide its quality assurance/quality control plan ("QA/QC Plan") to the City's authorized Representative. All protocols will follow regulatory quality requirements where possible. Consultant will initiate quality control audits, conducted by the Colorado Department of Public Health and Environment (CDPHE), for every measurement where possible to assure that monitoring falls within regulatory data quality requirements. Contractor will notify the City no later than 24-hours after discovery of instrument failures or website downtime. Contractor will notify the City of any changes to the QA/QC Plan in advance of such changes.

8. Contractor is responsible for conducting periodic site visits, a minimum of once a month, to ensure compliance with all requirements of the Agreement.



EXHIBIT B  
MONITORING PROPOSAL



April 3, 2024

City and County of Broomfield  
One DesCombes Drive  
Broomfield, CO 80020  
Attn: Ryan Resch

City and County of Broomfield 2024 Air Monitoring Proposal – April 3, 2024, Revision

Dear Mr. Resch,

We appreciate the City and County of Broomfield’s interest to continue contracting with Boulder A.I.R. for air monitoring in Broomfield. We are pleased to provide you with the following project and budget proposal. All monitoring work will follow the same protocols and reporting of results, interpretation, and discussion, and real-time reporting of results to the Broomfield *AirLive* website, and data archiving and sharing as in the previous year(s). The pricing includes all costs for consumables, instrument repairs/upgrades, site visits and calibrations. Measurement details were modified according to our recent communications. Monitoring of hydrogen sulfide was removed from the BSE measurements. The VOCs monitoring at BSE was scaled back from parallel flame ionization detection (FID) and mass spectrometry (MS) detection to FID detection only. Ozone and Particulate Matter monitoring follows strict regulatory grade protocols. The BSE and BNP cost proposals cover the expenses for eight months of monitoring, from May 1, 2024, to December 31, 2024. A cost breakdown is presented in the tables below.

The costs for this monitoring scenario are:

Broomfield Soaring Eagle:	\$174,066
Broomfield North Pecos:	<u>\$91,454</u>
Total:	\$265,520

Please let us know if you have any questions or would like to consider any other alternative monitoring options than the ones that we have presented here.

Thank you,

Detlev Helmig, PhD

**Broomfield Year 2024 Air Monitoring Cost Proposal by Boulder A.I.R. LLC - Bromfield Soaring Eagle**

		Year 1 - 2020				Year 4 - 2024	
Item	Variable	Rate	Measurement		Total	Cost	Discounted Cost \$
		\$	per hour	per day	# samples per year	\$	
1	Ozone, TEI_49, regulatory-like	0.40	12	288	105192	42,077	17,065
2a	NO, Teledyne T200UP, WMO-grade	0.50	12	288	105192	52,596	16,568
2b	NO <sub>2</sub> , Teledyne T200UP, WMO-grade	0.50	12	288	105192	52,596	16,568
3	Methane, Picarro G2401, WMO-grade	0.50	12	288	105192	52,596	33,135
4	Volatile Organic Compounds (including ethane, ethene, acetylene, propane, propene, i-butane, n-butane, i-pentane, n-pentane, isoprene, n-hexane, benzene, toluene, o-xylene, ethylbenzene, o-xylene, m-xylene, p-xylene); custom-gas chromatograph; WMO-grade, gas chromatography-flame ionization detection	24.00	1	24	8766	210,384	100,633
5	PM2.5, GRIMM EDM180, regulatory-like	0.40	12	288	105192	42,077	28,669
6	Meteorological variables (wind speed, wind direction, temperature, radiation), research-grade	0.07	12	288	105192	7,363	3,413
7	Webcam imaging and archiving, 1 year	0.03	2	48	17532	526	2,048
8	Website maintenance, data management (BSE & BNP)					40,000	43,000
9	Instrument shelter					12,000	0
10	Power, communication					6,000	0
<b>Total full year:</b>						<b>518,215</b>	<b>261,098</b>
<b>Total May 1, through December 31 (8 out of 12 months (66.7% of full year):</b>							<b>174,066</b>

**Broomfield Year 2024 Air Monitoring Cost Proposal by Boulder A.I.R. LLC - Broomfield North Pecos**

Item	Variable	Year 1 - 2020				Year 4 - 2024	
		Rate	Measurement Frequency		Total	Total Cost	Discounted Cost \$
		\$	per hour	per day	# samples per year	\$	
1	Volatile Organic Compounds (including ethane, ethene, acetylene, propane, propene, i-butane, n-butane, i-pentane, n-pentane, isoprene, n-hexane, benzene, toluene, o-xylene, ethylbenzene, o-xylene, m-xylene, p-xylene); custom-gas chromatograph; WMO-grade, gas chromatography - flame ionization detection	24.00	1	24	8766	210,384	100,633
2	Meteorological variables (wind speed, wind direction, temperature), research-grade	0.07	12	288	105192	7,363	3,413
3	Instrument shelter					7,500	0
4	Power, communication					3,000	0
5	Methane, Picarro G2301, WMO-grade	0.50	12	288	105192	52,596	33,135
<b>Total full year:</b>						<b>228,247</b>	<b>137,181</b>
<b>Total May 1, through December 31 (8 out of 12 months (66.7% of full year):</b>							<b>91,454</b>

EXHIBIT C  
INSURANCE REQUIREMENTS

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including Professional Liability**

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A-VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits – The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the

execution and delivery of any proof of loss or other actions required to effect recovery.

**Vendor/Contractor/Subcontractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under which the Contract are satisfied, the following:**

Insurance Requirements - Including Professional Liability		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	<p><b>Commercial General Liability</b> Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability.</p> <p><b>Note: For contracts involving vendor/contractor contact with minors or at-risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</b></p>	<ul style="list-style-type: none"> <li>• \$1,000,000 Each occurrence</li> <li>• \$2,000,000 General Aggregate (Per Project)</li> <li>• \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)</li> </ul>
2.	<p><b>Automobile Liability</b> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</p>	<ul style="list-style-type: none"> <li>• \$1,000,000 combined single limit</li> <li>• If hazardous materials are transported, an MCS 90 form shall be included on the policy</li> </ul>
3.	<p><b>Workers' Compensation</b> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.</p> <p>This requirement shall not apply if exempt under Colorado Workers' Compensation Act, AND when providing the sole proprietor waiver form.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> <li>• \$100,000 Each Accident</li> <li>• \$100,000 Each Employee by Disease</li> <li>• \$500,000 Disease Aggregate</li> </ul>
4.	<p><b>Professional Liability</b> Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following: Coverages:</p> <ul style="list-style-type: none"> <li>• If coverage is Claims Made, a retroactive date prior to the inception of the work</li> <li>• If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>• \$1,000,000 Per Claim</li> <li>• \$2,000,000 General Aggregate</li> </ul>
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holder is:</b> City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p>		

Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to [RiskManagement@broomfield.org](mailto:RiskManagement@broomfield.org)



# City of Broomfield

## City Council Regular Meeting Memorandum

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### Request for Executive Session Re: Large/Matrix Development Agreements

Requesting an Executive Session to be held on April 30, 2024 for the purpose of receiving legal advice related to the City's large development and redevelopment projects.

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Consent Items      Item: 6E
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

### Overview

[View Correspondence](#)

An executive session is suggested for the purpose of receiving legal advice related to the City's large development and redevelopment projects. An executive session has been proposed to be held on April 30, 2024, prior to Council's special meeting.

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### Attachments

Final Memo for Executive Session re Large\_Matrix Development Agreements

# Summary

[View Correspondence](#)

An executive session is suggested for the purpose of receiving legal advice related to the City's large development and redevelopment projects. An executive session has been proposed to be held on April 30, 2024, prior to Council's special meeting. An executive session is permitted under C.R.S. § 24-6-402(4)(b) and (e) and requires an affirmative vote of 2/3rds of the quorum present.

The open meetings provision of the Colorado Sunshine Act of 1972 (Act) requires that any local public body announce in public the topic for discussion for the executive session. In addition, the local public body must include the specific citation in the Act that authorizes the local public body to meet in executive session. The local public body must also identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized. C.R.S. § 24-6-402(4).

The executive session will be electronically recorded. The record of an executive session must also state the specific citation in the Act authorizing the executive session. Portions of an executive session that are purely for purposes of obtaining legal advice do not need to be recorded.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to have the executive session, the appropriate motion is

That an executive session be held on April 30, 2024 at 5:15 pm for the purpose of receiving legal advice and obtaining instruction to negotiators on the City's large development and redevelopment projects as permitted by C.R.S. § 24-6-402(4)(b) and (e).

## Alternatives

Do not hold the executive session





# City of Broomfield

## City Council Regular Meeting Memorandum

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### Drought Response Plan - First Reading

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Action Items      Item: 7A
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

### Overview

[View Correspondence](#)

During the February 20, 2024 Study Session, staff reintroduced the updated Drought Response Plan and requested Council’s direction on proposed changes to the Broomfield Municipal Code (BMC) 13-36 related to enforcing future mandatory drought restrictions and improving overall drought preparedness.

Staff is not recommending any changes to the overall approach for declaring drought stages. In other words, staff will continue to monitor conditions and make drought recommendations to the City Council. City Council will decide when to move into Drought Conditions I, II, or III per Chapter 13-36 of the BMC.

Staff is recommending certain changes to the BMC Chapter 13-36, most notably: (1) Title Update - “Water Use and Drought Water Use Restrictions” to encompass the broader intent to reduce the risk of additional water restrictions in the future. (2) the adoption of a standard (i.e. “normal year”) watering schedule of 3 days per week between the hours of 6:00 p.m. and 10:00 a.m. based on even and odd street addresses; (3) added a provision stating “it is unlawful to waste water by allowing excess runoff from watering or other uses to flow down the gutters”; (4) added enforcement provision consistent with other sections of the BMC; (5) increases to the penalty ranges for non-compliance of mandatory water use restrictions during times of declared drought; and (6) the ability to adopt an additional drought surcharge which could be applied to customers’ monthly water usage fees during times of declared drought.

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### Attachments

Memo for Drought Response Plan - First Reading.pdf

Ordinance No. 2219.pdf

# Summary

[View Correspondence](#)

During the [February 20, 2024](#) Study Session, staff reintroduced the updated Drought Response Plan and requested Council's direction on proposed changes to the Broomfield Municipal Code (BMC) 13-36 related to enforcing future mandatory drought restrictions and improving overall drought preparedness.

Staff is not recommending any changes to the overall approach for declaring drought stages. In other words, staff will continue to monitor conditions and make drought recommendations to the City Council. City Council will decide when to move into Drought Conditions I, II, or III per Chapter 13-36 of the BMC.

Staff is recommending certain changes to the BMC Chapter 13-36, most notably: (1) Title Update - "Water Use and Drought Water Use Restrictions" to encompass the broader intent to reduce the risk of additional water restrictions in the future. (2) the adoption of a standard (i.e. "normal year") watering schedule of 3 days per week between the hours of 6:00 p.m. and 10:00 a.m. based on even and odd street addresses; (3) added a provision stating "it is unlawful to waste water by allowing excess runoff from watering or other uses to flow down the gutters"; (4) added enforcement provision consistent with other sections of the BMC; (5) increases to the penalty ranges for non-compliance of mandatory water use restrictions during times of declared drought; and (6) the ability to adopt an additional drought surcharge which could be applied to customers' monthly water usage fees during times of declared drought.

## Financial Considerations

Staff is proposing modifications to sections of Broomfield Municipal Code pertaining to wasting water, drought surcharges and drought water use restrictions. The proposed amendments are consistent with BMC 1-12 and will increase the penalties imposed under Chapter 13-36-060 for any violation of the drought water use restrictions described in Chapter 13-36, and introduce a new drought surcharge on Broomfield water customers' monthly water service fees. The proposed surcharge is intended to recover lost revenue associated with any mandatory water use restrictions and further incentivize water conservation amongst customers during a drought.

## Prior Council or Other Entity Actions

On July 23, 2002, City Council adopted Ordinance 1683 - BMC Chapter 13-36, Drought Watering Restrictions.  
On September 28, 2002, City Council adopted Ordinance 1693 amending Chapter 13-36

On May 27, 2003, City Council adopted Resolution 2003-98 - Declaring Stage 1 Drought response, removing mandatory water use restrictions and moving to voluntary conservation

On June 19, 2012, City Council held a Study Session, including an update on the 2012 Draft Drought Response Plan.

On [May 16, 2023](#), City Council held a study session which introduced the updated Drought Response Plan and request for Council's direction on the associated code changes.

On [July 11, 2023](#), staff presented Ordinance No. 2219 Amending Certain Sections of Title 13 of the Broomfield Municipal Code Regarding Drought Water Use Restrictions. The ordinance was not carried forward to second reading.

On [February 20, 2024](#), City Council held a study session reintroducing the updated Drought Response Plan and request for Council's direction on the associated code changes.

## Boards and Commissions Prior Actions and Recommendations

On May 8, 2023, staff presented the updated Drought Response Plan and associated code changes to the Advisory Committee on Environmental Sustainability (ACES). ACES supported staff's update to the Drought Response Plan and unanimously voted in favor of the revised code related to drought watering restrictions.

## Proposed Actions / Recommendations

If Council desires to approve the proposed changes to the Broomfield Municipal Code, the appropriate motion is...

**That Ordinance 2219 be adopted on first reading and ordered published in full, and that a public hearing and second reading of the Ordinance be held on May 14, 2024, at 6 p.m.**

## Alternatives

Make no changes to Broomfield Municipal Code or modify the proposed ordinance as directed by City Council.

### PROPOSED CHANGES TO THE BROOMFIELD MUNICIPAL CODE

Staff is proposing modifications to the drought water use restrictions defined under Municipal Code 13-36. A summary of the notable changes is provided below.

#### Chapter 13-36-010 (A)

Staff is proposing to include a standard (i.e. "normal year") watering schedule of 3 days per week between the hours of 6:00 p.m. and 10:00 a.m. The proposed addition includes watering days for even and odd street addresses. For example, addresses ending in an even number may irrigate on Mondays, Wednesdays, and Fridays of the week, and addresses ending in an odd number may irrigate on Sunday, Tuesdays, and Thursdays of the week. A "house number" is defined by the last two. (Ex. - 02, 14, 22 are even numbers; 15, 19, 27 are odd numbers). This will enhance our water treatment facilities ability to meet peak water usage demands.

The new section of the code is a permanent watering schedule to be followed by Broomfield's water customers year-round, regardless of drought conditions. Many municipalities throughout the Front Range, including Denver Water and Aurora, have enacted a similar 3 day per week watering requirement. The new watering schedule is intended to further encourage responsible irrigation practices throughout the community in normal years, especially in years leading up to a drought. In general, watering two days a week is sufficient during most of the summer in the Front Range and a third day is only needed during extreme heat or dry periods.

#### Chapter 13-36-010 (B)

Water is a limited resource in our dry climate and supplies of potable and reclaimed water are essential to the community's health, welfare, and safety. Staff is proposing to add a statement to make it unlawful to waste water by allowing excess runoff from watering or other uses to flow down the gutters.

#### Chapter 13-36-010 (C)

To ensure consistency with the City and County of Broomfield Municipal Code, staff is proposing to add the following administrative penalty mechanism to enforce the provisions of this chapter: "When the City Manager or designee finds that a user has violated, or continues to violate, any provision of this chapter, or order issued hereunder, the city manager or designee may fine such user in accordance with the penalties set forth in [chapter 1-12](#), of the B.M.C. Such fines shall be assessed on a per-violation, per-day basis."

### **Chapter 13-36-020 - Declaration of Drought**

Staff is proposing a provision which allows City Council to declare separate drought conditions for the potable and non-potable (or reuse) water systems because water supply and demand conditions may vary in any given year for these two systems.

### **Chapter 13-36-030 - Drought Condition I**

Residential and small commercial parcels watering reduced from 3 days per week to 2 days per week. Staff is proposing the addition of an irrigation target of no more than 1.0 inch per week for large turf areas (i.e. those with more than 100,000 square feet of irrigated turf), parks and athletic fields, and golf courses. This irrigation target is intended to provide additional guidance to property owners managing large irrigation systems.

### **Chapter 13-36-040 - Drought Condition II**

Staff is proposing to reduce the amount of watering days for residential and small commercial parcels from two days per week to one day per week, and an irrigation target of no more than 0.75 inches per week for large turf areas, parks and athletic fields, and golf courses.

The goal in limiting the water usage under the Drought Condition II is between 40% to 50%. The goals are not codified in Municipal Code.

### **Chapter 13-36-050 - Drought Condition III**

Staff is not proposing any changes to the water use restrictions under this drought condition - irrigation of turf grass is still prohibited for all areas except for parks, athletic fields, and golf courses. An irrigation target of no more than 0.75 inches per week was added for these turf areas.

Staff has also increased the demand reduction target for Drought Condition II from 50% to 50-75% or more, and added language to the code which clarifies that further measures can be taken than those described for Drought Condition III under the declaration of a water emergency (as is currently defined in Chapter 8-32). There are three classes of restrictions under a water emergency, where the most restrictive class (Class A) “prohibits or restricts any use of treated water except for drinking and eating purposes.”

### **Chapter 13-36-060 - Enforcement of Drought Water Use Restrictions**

Staff is also proposing to revise the current penalty amounts for violating mandatory water use restrictions under Municipal Code 13-36-060 as outlined below. Current penalty amounts were established in 2002 through Ordinance 1683 and have not been updated for over 20 years. These penalties represent the primary mechanism by which staff can enforce any future mandatory drought water use restrictions.

- 1st offense - warning;
- 2nd offense - \$100 (Single Family/Duplex) - \$200 fine (all other customer classification). Increase to \$200-\$400.

- 3rd offense - \$300 (Single Family/Duplex) - \$600 fine (all other customer classification). Increase to \$500-\$1,200.
- 4th offense - \$500 (Single Family/Duplex) - \$1,000 fine (all other customer classification). Increase to \$1,000-\$2,000.
- 5th offense - \$1,000 (Single Family/Duplex) - \$2,000 fine (all other customer classification). Increase to \$2,000-\$4,000.

### Chapter 13-36-070 - Water Service Drought Surcharge

Currently, Broomfield Municipal Code Chapter 13-02-025 allows for a 20% drought surcharge to be added to water license fees following the declaration of a Drought Condition I, II, or III. These fees are collected prior to the issuance of a water license for any *new* connection to Broomfield’s water supply systems, and are used to fund capital improvements of the city’s water supply systems. However, this places the financial burden of drought on developers and new water customers rather than the city’s existing water customers. It also does not provide a means of recovering lost revenue to the city’s annual base (operating) budgets, which are the most susceptible to drought due to lower usage, and in turn, reduced revenue from customers’ monthly water usage fees (e.g., the water usage charges customers pay each month based on metered consumption).

Staff is proposing an additional drought surcharge which may be applied to customers’ water usage fees to help recover the lost revenue associated with mandatory water use restrictions. In addition to recovery of lost revenue, the proposed surcharge is intended to help further promote water conservation amongst customers during a drought.

This new provision will provide the authority for Council to implement surcharges that may be added to the monthly water service charges covered in 13-12-010. The City and County Manager may propose a drought surcharge as part of any recommendation to Council and limited to no more than 50% of the existing rates provided for in 13-12-010. This recommendation is similar to the approach taken by Boulder and Castle Rock.

As is described in the ordinance, adoption of a surcharge would still require future approval by City Council during the recommendation of a Drought Condition I, II, or III, and would be limited as follows:

- (A) The percentage increase for any individual water use rate shown in 13-12-010 will be no more than 50%.
- (B) There will be no surcharge on the lowest rate tier for residential water use.
- (C) For non-residential potable water customers, there will be no surcharge for water use up to average winter water consumption (as defined in 13-12-010) in any one month.

This approach offers staff flexibility to determine a surcharge structure that is most appropriate based on the severity of the water shortage and financial revenue targets at the time of the proposed drought declaration.

# ORDINANCE NO. 2219

An Ordinance Amending Certain Sections of Chapter 13-36 of the Broomfield Municipal Code  
Water Use and Drought Restrictions

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

## Section 1.

*Chapter 13-36 of the Broomfield Municipal Code is amended as follows:*

Chapter 13-36 - **Water Use and Drought Watering Use Restrictions**

13-36-010 Purpose

(A) In order to maximize the long-term reliability of Broomfield's potable and reclaimed water supplies, and to prevent wasteful landscape irrigation, all turf areas in Broomfield should be irrigated following efficient practices.

(B) Whenever the city council declares a drought condition ~~emergency~~ and the necessity for mandatory water use restrictions ~~conservation measures~~, the provisions of this chapter shall implement such mandatory water use restrictions ~~conservation measures~~ for the preservation of public property, health, peace, and safety of the public. ~~The provisions of this chapter apply to both potable water and reclaimed water uses.~~

13-36-015 - Irrigation Practices During Times with No Declared Drought Condition

(A) During times not declared a drought condition as set forth in this Chapter, the customer, owner, and occupant of the licensed premises shall adhere to the following standard irrigation practices:

(1) For turf areas irrigated by potable or reclaimed water, irrigation is limited to three days per week. A "house number" is defined by the last two digits of a street address. (Ex. - 02, 14, 22 are even numbers; 15, 19, 27 are odd numbers)

(a) Addresses ending in an even number may irrigate on Monday, Wednesdays and Fridays of the week.

(b) Addresses ending in an odd number may irrigate on Sunday, Tuesday, and Thursday of the week.

(2) To the extent feasible, turf irrigation should be avoided between the hours of 10:00 a.m. and 6:00 p.m.

(3) Turf areas irrigated by reclaimed water shall not irrigate before April 1 or after November 30.

(B) It shall be unlawful to waste water by allowing excess runoff from watering or other uses to flow down the gutters.

(C) When the City Manager or designee finds that a user has violated, or continues to violate, any provision of this chapter, or order issued hereunder, the city manager or designee may fine such user in accordance with the penalties set forth in chapter 1-12, of the B.M.C. Such fines shall be assessed on a per-violation, per-day basis.

13-36-020 Declaration of drought.

(A) The city council finds, determines, and declares a condition of severe drought, and said condition of drought has, and will continue to have, a deleterious effect upon the quantity and availability of potable **and/or reclaimed** water the city provides to its citizens and to others served by the city.

(B) The necessity of mandatory water **use restrictions** ~~conservation measures~~ applicable to city water delivery systems is deemed warranted and is duly declared.

(C) The city council determines that it is necessary to implement mandatory water **use restrictions** ~~conservation measures~~ for the preservation of public property, health, peace, and safety of the public.

(D) The city council may declare, by resolution, a Drought Condition for the potable **and/or reclaimed** water systems at any given time. City council may declare a drought condition for one system but not the other and there is no requirement that the declared drought conditions be the same for both systems.

13-36-030 Drought Condition I; mandatory ~~drought-watering~~ **use restrictions**.

Upon the declaration of a Drought Condition I ~~drought-emergency~~ by resolution of the city council, all customers, owners, or occupants of any licensed premises, including all

out-of-city water customers and members served by the Mile High Water Company, shall comply with the following water restrictions:

(A) ***Watering days on residential and small commercial parcels.*** Irrigation of turf grasses of any kind shall be limited to two days each week of the month as follows:

(1) Single-family dwellings and duplex dwellings with an address ending in an odd number may irrigate only on Wednesdays and Saturdays of the week.

(2) Single-family dwellings and duplex dwellings with an address ending in an even number may irrigate only on Sundays and Thursdays of the week.

(3) ~~Homeowners' associations; multiple family dwelling of three or more families; mobile home communities, including residents therein; and business, commercial or industrial uses may irrigate only on Tuesdays, and Fridays of the week.~~ **Other small parcels (those with less than 100,000 square feet or 2.3 acres of irrigated turf) may irrigate only on Tuesdays and Fridays. Other small parcels include those within homeowners' association common areas; multiple-family dwellings of three or more families; mobile home communities, including residents therein; and small business, commercial or industrial parcels.**

(4) There shall be no irrigation of turf grasses on Mondays except by permit.

(B) ~~Time restriction limit per day.~~ The irrigation of turf grasses permitted by subsection (A) above shall ~~be limited to two hours at any time before~~ **is prohibited between** the hours of 10:00 a.m. and ~~or after 6:00 p.m. on the authorized watering day.~~ **Residential turf grass areas that are greater than 12,000 square feet may be irrigated for an additional one hour on the authorized watering day at any time before the hours of 10:00 a.m. or after 6:00 p.m.**

(C) **Alternative irrigation schedule.** Property owners may be allowed to follow an alternative irrigation schedule if they can demonstrate to city staff that they do not exceed the quantitative irrigation target of no more than 1.0 inch per week. Authorization for an alternative irrigation schedule, if approved by city staff at their discretion, will be issued by city staff in writing, which can include email.

~~(D) Large irrigation areas. Large business, commercial, or industrial irrigation turf areas are required to limit total irrigation of turf to no more than 1.0 inch per week. There shall be no irrigation of turf areas between the hours of 10:00 a.m. and 6:00 p.m. Large parcels are those with more than 100,000 square feet (or 2.3 acres) of irrigated turf.~~ **in addition to the irrigation limitations prescribed in subsections (A) and (B) above, shall be subject to the following limitations:**

~~(1) Pop up irrigation zones shall be limited to fifteen minutes.~~

~~(2) Full rotor irrigation zones shall be limited to forty five minutes.~~

~~(3) One half rotor irrigation zones shall be limited to thirty minutes.~~



Employees or agents of the city are hereby authorized and permitted without a warrant to enter upon the property of any business, commercial, or industrial irrigation turf area for the limited purpose of examining irrigation clocks or timing devices.

~~(E)~~ Parks and athletic fields. Public parks and athletic fields and school athletic fields are required to limit total irrigation of turf to no more than 1.0 inch per week. There shall be no irrigation of turf areas between the hours of 10:00 a.m. and 6:00 p.m. ~~exempt from the turf irrigation water day and watering hour limitations prescribed above, provided that such irrigation occurs at any time before the hours of 10:00 a.m. or after 6:00 p.m., and further provided that a 30% reduction in irrigation use is established.~~

(FE) Golf courses. Golf courses are required to limit total irrigation of turf to no more than 1.0 inch per week. There shall be no irrigation of turf areas between the hours of 10:00 a.m. and 6:00 p.m. ~~exempt from the turf irrigation water day and watering hour limitations prescribed above, provided that a thirty percent reduction in irrigation use is established. Golf courses shall not water the roughs unless the golf course irrigation cannot separate fairway from rough watering.~~

(G F) New sod or seed. **New sod, seed, or re-seed shall not be installed between June 1 and September 15 during Drought Condition I.** Any newly sodded, seeded, or re-seeded turf areas in the city are exempt from the turf irrigation water day and watering hour limitations prescribed above, provided the newly sodded, seeded, or re-seeded turf area is registered with the department of public works. Once registered with the department of public works, newly sodded, seeded, or re-seeded turf areas are subject to the following limitations:

(1) **Total irrigation is limited to 2.0 inches per week for up to two weeks from initial installation of sod or seed. There shall be no irrigation between**~~Newly sodded, seeded, or re-seeded turf areas may be irrigated twice each day for not more than two hours at any time before the hours of 10:00 a.m. or after 6:00 p.m. for a period of two weeks, provided that such newly sodded, seeded, or re-seeded turf areas are installed before June 16 or after September 1.~~

(2) ~~Any newly sodded, seeded, or re-seeded turf areas that cannot be irrigated within the two-hour period, may be watered in accordance with the provisions prescribed for large irrigation areas in subsection (C) above.~~

**After the first two weeks of establishment irrigation, newly sodded, seeded, or re-seeded turf areas are subject to the requirements under subsections A-D above.**

(HG)System maintenance. An irrigation system may be operated at any time for the purpose of repair or regular maintenance, provided that misuse or waste of water does not occur in violation of section 13-24-010, B.M.C.

(IH) Trees, shrubs, gardens. The irrigation of trees, shrubs, or gardens may occur at any time if watered by hand, a drip irrigation system, a bubbler system, or by a soaker hose. Hand watering means holding in the hand a hose with an attached positive shutoff nozzle, and does not include operating a hose with a sprinkler or manually operating an irrigation controller.

(J) Swimming pools. The city shall not issue building permits for new swimming pools. Existing swimming pools may be filled once a year and the water level maintained in the swimming pool throughout the year.

(K) Washing of vehicles.

- (1) Personal vehicles may be washed no more often than once each week using a hose with a positive shutoff mechanism.
- (2) Vehicles in government or commercial operations or fleets may be washed no more often than once a week.
- (3) Vehicles may be washed at a commercial car wash at any time.

(L) Impervious areas. Impervious surfaces, such as sidewalks, driveways, or patios, may not be washed by hoses, except when necessary for public health or safety reasons.

(M) Building maintenance. Buildings may be washed by a pressure washer to clean the surface in preparation for maintenance, provided that misuse or waster of water does not occur in violation of section [13-24-010](#), B.M.C.

(N) Permits. For good cause shown, the director or deputy director of public works may issue water variance permits in instances of personal hardship.

13-36-040 Drought Condition II; mandatory ~~drought-watering~~ **use** restrictions.

Upon the declaration of a Drought Condition II ~~drought-emergency~~ by resolution of the city council, all customers, owners, or occupants of any licensed premises, including all out-of-city water customers and members served by the Mile High Water Company, shall comply with the following water restrictions:

(A) **Watering days for residential and small commercial parcels.** Irrigation of turf grasses of any kind shall be limited to **one** ~~two~~ **days each week not to exceed 0.75 inches per week** ~~of the month~~ as follows:

- (1) Single-family dwellings and duplex dwellings with an address ending in an odd number may irrigate only on Wednesdays ~~and Saturdays of the week~~.
- (2) Single-family dwellings and duplex dwellings with an address ending in an even number may irrigate only on Sundays ~~and Thursdays of the week~~.
- (3) **Other small parcels (those with less than 100,000 square feet or 2.3 acres of irrigated turf)** may irrigate only on Fridays. **Other small parcels including those within homeowners' association common areas; multiple-family dwellings of three or more families; mobile home communities, including residents therein; and small business, commercial or industrial parcels.**
- (4) There shall be no irrigation of turf grasses on Mondays, Tuesdays, Thursdays, and Saturdays except by permit.

~~(B) Time restrictions limit per day. The irrigation of turf grasses permitted by subsection (A) above shall be limited to two hours at any time before is prohibited between the hours of 10:00 a.m. and or after 6:00 p.m. on the authorized watering day. Residential turf grass areas that are greater than 12,000 square feet may be irrigated for an additional one hour on the authorized watering day at any time before the hours of 10:00 a.m. or after 6:00 p.m.~~

**(C) Alternative irrigation schedule. Property owners may be allowed to follow an alternative irrigation schedule if they can demonstrate to city staff that they do not exceed the quantitative irrigation target of no more than 0.75 inches per week**

~~(DC) Large irrigation areas. Large business, commercial, or industrial irrigation turf areas are required to limit total irrigation of turf to no more than 0.75 inches per week. There shall be no irrigation of turf areas between the hours of 10:00 a.m. and 6:00 p.m. Large parcels are those with more than 100,000 square feet (or 2.3 acres) of irrigated turf., in addition to the irrigation limitations prescribed in subsections (A) and (B) above, shall be subject to the following limitations:~~

~~(1) — Pop-up irrigation zones shall be limited to fifteen minutes.~~

~~(2) — Full-rotor irrigation zones shall be limited to forty five minutes.~~

~~(3) — One-half rotor irrigation zones shall be limited to thirty minutes.~~

~~Employees or agents of the city are hereby authorized and permitted without a warrant to enter upon the property of any business, commercial, or industrial irrigation turf area for the limited purpose of examining irrigation clocks or timing devices.~~

~~(ED) Parks and athletic fields. Public parks and athletic fields and school athletic fields are required to limit total irrigation of turf to no more than 0.75 inches per week. There shall be no irrigation of turf areas between the hours of 10:00 a.m. and 6:00 p.m. exempt from the turf irrigation water day and watering hour limitations prescribed above, provided that such irrigation occurs at any time before the hours of 10:00 a.m. or after 6:00 p.m., and further provided that a 30% reduction in irrigation use is established.~~

~~(FE) Golf courses. Golf courses are required to limit total irrigation of turf to no more than 0.75 inches per week. There shall be no irrigation of turf areas between the hours of 10:00 a.m. and 6:00 p.m. exempt from the turf irrigation water day and watering hour limitations prescribed above, provided that a thirty percent reduction in irrigation use is established. Golf courses shall not water the roughs unless the golf course irrigation cannot separate fairway from rough watering.~~

~~(GF) New seed or sod. Installation of new sod or seed, or re-seeding existing turf is prohibited during Drought Condition II. Any newly sodded, seeded, or re-seeded turf areas in the city are subject to turf irrigation provisions set forth in subsections (A) through (C) above.~~

~~(HG)System maintenance. An irrigation system may be operated at any time for the purpose of repair or regular maintenance, provided that misuse or waste of water does not occur in violation of section 13-24-010, B.M.C.~~

(IH) Trees, shrubs, gardens. The irrigation of trees, shrubs, or gardens may occur at any time if watered by hand, a drip irrigation system, a bubbler system, or by a soaker hose. Hand watering means holding in the hand a hose with an attached positive shutoff nozzle, and does not include operating a hose with a sprinkler or manually operating an irrigation controller.

(JI) Swimming pools. The city shall not issue building permits for new swimming pools. Existing swimming pools may be filled once a year and the water level maintained in the swimming pool throughout the year.

(KJ) Washing of vehicles.

(1) Personal vehicles may be washed no more often than once each week using a hose with a positive shutoff mechanism.

(2) Vehicles in government or commercial operations or fleets may be washed no more often than once a week.

(3) Vehicles may be washed at a commercial car wash at any time.

(LK) Impervious areas. Impervious surfaces, such as sidewalks, driveways, or patios, may not be washed by hoses, except when necessary for public health or safety reasons.

(ME) Building maintenance. Buildings may be washed by a pressure washer to clean the surface in preparation for maintenance, provided that misuse or waster of water does not occur in violation of section 13-24-010, B.M.C.

(NA) Water features. Operation of outside water features, such as fountains or outdoor misting systems, is prohibited, except if such features or systems are used to sustain aquatic life or maintain water quality.

(OA) Permits. For good cause shown, the director or deputy director of public works may issue water variance permits in instances of personal hardship.

13-36-050 Drought Condition III; mandatory ~~drought~~ **watering use** restrictions.

Upon the declaration of a ~~Drought Condition III drought emergency~~ by resolution of the city council, all customers, owners, or occupants of any licensed premises, including all out-of-city water customers and members served by the Mile High Water Company, shall comply with the following water restrictions:

(A) Watering days for residential and small commercial parcels. The irrigation of turf grasses of any kind is prohibited.

(B) Time restrictions ~~limit per day~~. The irrigation of turf grasses of any kind is prohibited.

(C) Large irrigation areas. The irrigation of turf grasses of any kind is prohibited.

(D) Parks and athletic fields. Turf irrigation is prohibited except for athletic fields. **Actively used athletic fields may be irrigated no more than 0.75 inches of water per week. No turf irrigation is allowed between the hours of 10:00 a.m. and 6:00 p.m. on any**

day. The City and County Manager may further restrict irrigation of athletic fields if drought conditions persist or worsen. ~~Public parks and athletic fields and school athletic fields are exempt from the turf irrigation water day and watering hour limitations prescribed above, provided that such irrigation occurs at any time before the hours of 10:00 a.m. or after 6:00 p.m., and further provided that a 50% reduction in irrigation use is established.~~

(E) Golf courses. Only the tees and greens on golf courses may be irrigated. Limit turf irrigation of tees and greens to no more than 0.75 inches of water per week. No turf irrigation is allowed between the hours of 10 AM and 6 PM on any day. The City Manager may further restrict irrigation of golf courses if drought conditions persist or worsen.

(F) New seed or sod. Installation of new sod or seed, or re-seeding existing turf is prohibited during Drought Condition III, and ~~t~~The irrigation of turf grasses of any kind is prohibited.

(G) System maintenance. An irrigation system may be operated at any time for the purpose of repair or regular maintenance, provided that misuse or waste of water does not occur in violation of section [13-24-010](#), B.M.C.

(H) Trees, shrubs, gardens. The irrigation of trees, shrubs, or gardens may occur at any time if watered by hand, a drip irrigation system, a bubbler system, or by a soaker hose. Hand watering means holding in the hand a hose with an attached positive shutoff nozzle, and does not include operating a hose with a sprinkler or manually operating an irrigation controller.

(I) Swimming pools. The city shall not issue building permits for new swimming pools. Private swimming pools may not be filled. Public swimming pools, private club swimming pools, and homeowner's association swimming pools may be filled.

(J) Washing of vehicles.

(1) Personal vehicles may be washed no more often than once each week using a hose with a positive shutoff mechanism.

(2) Vehicles in government or commercial operations or fleets may be washed no more often than once a week.

(3) Commercial car washes shall have recycling capabilities in order to operate and are required to obtain a permit from the director or deputy director of public works as a condition of operation.

(K) Impervious areas. Impervious surfaces, such as sidewalks, driveways, or patios, may not be washed by hoses, except when necessary for public health or safety reasons.

(L) Building maintenance. Buildings may be washed by a pressure washer to clean the surface in preparation for maintenance, provided that misuse or waster of water does not occur in violation of section [13-24-010](#), B.M.C.

(M) Water features. Operation of outside water features, such as fountains or outdoor misting systems, is prohibited, except if such features or systems are used to sustain aquatic life or maintain water quality.

(N) Permits. Except as provided for commercial car washes, no permits shall be issued.

**13-36-060 Enforcement of drought watering use restrictions.**

The customer, owner, or occupant of the licensed premises shall be responsible for complying with the drought watering use restrictions imposed by this chapter. **City staff are authorized to monitor customer water consumption via direct observation, through use of billing data, or through any other lawful means to help enforce drought water use restrictions. City staff may place information fliers on licensed premises or approach property owners, occupants, or managers to review drought conditions and water use.**

In addition to the penalties imposed by chapter 1-12, B.M.C., for any violation of this chapter, the following charges shall be added to the monthly water service charges of the ~~customer, owner of the relevant water service account(s) or occupant of the licensed premises:~~

(A) For the first violation of any drought watering use restriction, the ~~account customer, owner, or occupant~~ will be notified in writing served personally or **with the monthly water service invoice by certified mail.**

(B) For the second violation of any drought watering use restriction at the same premises, ~~\$100.00~~ **\$200.00** shall be added to the monthly water service charges of the account ~~customer, owner for, or occupant of~~ single-family dwellings and duplex dwellings and ~~\$200.00~~ **\$400.00** shall be added to the monthly water service charges of all other customer ~~types, owners, or occupants.~~

(C) For the third violation of any drought watering use restriction at the same premises, ~~\$300.00~~ **\$600.00** shall be added to the monthly service charges of the account ~~customer, owner of, or occupant of~~ single-family dwellings and duplex dwellings and ~~\$600.00~~ **\$1,200.00** shall be added to the monthly water service charges of all other customer ~~types, owners, or occupants.~~

(D) For the fourth violation of any drought watering use restriction at the same premises, ~~\$500.00~~ **\$1,000.00** shall be added to the monthly service charges of the account ~~customer, owner, or occupant of~~ single-family dwellings and duplex dwellings and ~~\$1,000.00~~ **\$2,000.00** shall be added to the monthly water service charges of all other customer ~~types, owners, or occupants.~~

(E) For the fifth and any subsequent violation of any drought watering use restriction at the same premises, ~~\$1,000.00~~ **\$2,000.00** shall be added to the monthly service charges of the account ~~customer, owner, or occupant of~~ single-family dwellings and duplex dwellings and ~~\$2,000.00~~ **\$4,000.00** shall be added to the monthly water service charges of all other customer ~~types, owners, or occupants.~~

**13-36-070 Water service Drought Condition surcharges.**

(A) In addition to the water use restrictions for declared Drought Conditions set forth in this Chapter. The City Council may, by resolution, implement surcharges that would be

added to the monthly water service charges provided for in section 13-12-010, B.M.C. Surcharges may be implemented for potable or reuse water.

(B) The City Manager or designee may propose drought surcharges as part of or subsequent to any recommendation to the City Council to declare a Drought Condition I, II, or III.

(C) Any approved surcharges must meet these requirements:

(1) Surcharges will specify the percentage increase for each customer class and the resulting new water rates.

(2) Surcharges will be temporary and will be removed when the City Council lifts a drought condition I, II, or III declaration and returns to a normal drought status.

(3) The percentage increase for any individual water use rate shown in section 13-12-010, B.M.C., will be no more than 50%.

(4) There will be no surcharge on the lowest rate tier for residential water use.

(5) For non-residential potable water customers, there will be no surcharge for water use up to average winter water consumption (as defined in section 13-12-010, B.M.C.) in any one month.

(D) The surcharges authorized herein as a part of the water service charges set forth in section 13-12-010, B.M.C. Therefore, any failure to pay a surcharge will be subject to the same enforcement and penalty provisions applicable to water charges as provided for by Chapter 13-12.

## Section 2.

This ordinance shall be effective seven days after public notice following final passage.

Introduced and approved after first reading on April 23, 2024, and ordered published in full.

Introduced a second time and approved on May 14, 2024, and further ordered published.

The City And County Of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Office of the City and County Clerk

Approved As To Form:

*NCR*

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City and County Attorney





# City of Broomfield

## City Council Regular Meeting Memorandum

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### Standing Legislative Update

Meeting	Agenda Group
Tuesday, April 23, 2024, 6:00 PM	Action Items      Item: 7B
Presented By	
Danee Brouillard	
Community Goals	

### Overview

[View Correspondence](#)

Staff provides legislative updates at Council meetings throughout the legislative session.

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### **Attachments**

April 23, 2024 Council Meeting - 2024 Legislative Update Memo.pdf

# Summary

## [View Correspondence](#)

The Colorado Assembly kicked off the General Legislative Session on January 10, 2024. As of the date of this memo, over 730 bills have been introduced. The 120-day session will end on May 8, 2024.

[The City and County of Broomfield \(CCOB\) Legislative Principles and Policy Statement](#) identify legislative topics that align with CCOB's comprehensive plan and Community Goals as well as general policy principles consistent with the Council's direction and the policy statements adopted by organizations in which Broomfield's City Council is actively engaged. The policy is intentionally broad and not all-inclusive as it serves as the guiding document for staff and contract lobbyists when analyzing and tracking bills that may impact CCOB.

Staff provides legislative updates at Council meetings throughout the legislative session. The staff presentation will include information on the following bills only:

### [HB24-1447: Transit Reform](#)

As currently written, the bill makes several statutory changes to the operations of the Regional Transportation District (RTD) including but not limited to the following:

- **Change to RTD Board of Directors Election Procedures, Board Composition and Salaries:** If passed as currently written, from 2024 - January 1, 2027 the election procedures and composition of the Board of Directors will be changed via a phased approach from a 15-person district elected board to a 7-person board:
  - Five voting elected directors (two at-large and three elected in director districts based on population);
  - Two voting appointed directors representing the district at-large appointed by the Governor and confirmed by the Senate; and
  - Three non-voting ex-officios: the CDOT Executive Director, or designee, and two non-voting directors appointed by DRCOG.
  - The bill addresses the salary for RTD Directors.
- **RTD Strategic Plan:** RTD will be required to develop and submit a 10-year strategic plan by September 1, 2026 and to pursue opportunities to increase ridership as the bill requires RTD to maximize ridership as its sole service strategy.
- **RTD Study:** Requires the Department of Transportation (CDOT), in consultation with the Denver Regional Council of Governments (DRCOG), to contract with a third party on a study regarding the size of the district and transit-reliant services by March 1, 2026.
- **RTD Service Plans:** Requires RTD to submit service plans to DRCOG for input to review for consistency with the regional transportation plan, service to transit-oriented communities and existing transit centers.
- **Land Use:** The bill requires the district to provide a "preference" for transit-oriented corridors when determining transit service and routes. It is unclear whether this preference will be interpreted to mean only those transit-oriented corridors formalized or recognized via [HB24-1313](#): Housing in Transit Oriented Communities, or also other high-density areas established with the purpose of supporting transit (future or present).

- **State-wide Transit Operator Training:** The bill requires the state to establish a mass transit bus driver training program to assist in the development and placement of public mass transit bus operators for department-sponsored mass transit services and for other public mass transit operators. The bill is scheduled for testimony only before the House Transportation, Housing and Local Government Committee on April 17, 2024. Staff anticipates the bill to be heavily amended before the Council's discussion on Tuesday, April 23, 2024, and will adjust the staff presentation accordingly.

For reference, below are the bills the Council has taken positions on currently.

**Strategic Growth | Housing | Land Use | Development Related Bills:**

- [HB1313: Housing in Transit-Oriented Communities](#) - Amend
- [SB106: Right to Remedy Construction Defects](#) - Support
- [SB24-174: Sustainable Affordable Housing Assistance](#) - Amend
- [HB24-1366: Sustainable Local Government Community Planning](#) - Amend
- [HB1308: Effective Implementation of Affordable Housing Programs](#) - Support
- [HB24-1107: Judicial Review of Local Land Use Decision](#) - Support
- [HB24-1175: Local Governments Rights to Property for Affordable Housing](#) - Support

**Ozone | Environment | Oil and Gas Related Legislation**

- [SB24-165: Air Quality Improvement](#) - Support
- [SB24-166: Air Quality Enforcement](#) - Support
- [HB24-1330: Air Quality Permitting](#) - Support
- [HB24-1341: State Vehicle Idling Standard](#) - Support
- [SB24-185: Protections Mineral Interest Owners Forced Pooling](#) - Support
- [HB24-1367: Repeal Severance Tax Exemption for Stripper Wells](#) - Support
- [HB24-1357: Pipeline Safety](#) - Support
- [SB24-81: Perfluoroalkyl & Polyfluoroalkyl Chemicals](#) - Support

**Transportation Related Legislation**

- [SB24-184: Support Surface Transportation Infrastructure Development](#)- Amend
- [SB24-032: Methods to Increase the Use of Transit](#) - Support
- [SB24-065: Limit Mobile Electronic Devices While Driving](#) - Support

**Firearm | Public Safety Related Legislation**

- [HB24-1174: Concealed Carry Permits & Training](#) - Amend
- [HB24-1372: Regulating Law Enforcement Use of Prone Restraint](#) - Amend

**Behavioral Health Related Legislation**

- [HB24-1038: High Acuity Crisis for Children and Youth](#) - Support
- [SB24-059: Children's Behavioral Health Statewide System of Care](#) - Support

**Other**

- [HB24-1295: Creative Industry Revitalization Incentives](#) - Support
- [HB24-1098: Cause Required for Eviction of Residential Tenant](#) - Support
- [HB24-1235: Reduce Aviation Impacts on Communities](#) - Support
- [HB 24-1371: More Uniform Local Massage Facilities Regulation](#) - Amend

It is important to note that legislation often changes daily; staff will adjust the staff presentation to reflect any changes as appropriate.

If the Council desires to take a formal position, they may do so via a motion. This action would direct staff to initiate official positions with our respective lobbying partners, and if needed, prepare speaking points for testimony in order to advance the City and County’s position in congruence with Broomfield’s Legislative Principles and Policy Statement. If there are bills not covered in the presentation in which the Council desires a formal position, the Council may do so per [IX of Council’s Procedures and Rules](#); a two-thirds majority is required for the Council to direct a formal position on a bill.

## Financial Considerations

Specific to the Council’s consideration of legislation, there is no direct financial cost for Council to take a support or oppose position. However, bills may have a fiscal impact on CCOB’s operational budget.

Broomfield has an existing contract with Aponte-Busam. Below is the status of that contract and expenses as of the date of this memo.

Sources and Uses of Funds	Amount
Executive Management Budget - Professional Services, Misc. account. 01-13100-53170	\$75,000
<b>Expenses</b>	
Aponte-Busam Contract for 2024	-\$25,500
<b>Projected Balance</b>	<b>\$49,500</b>

## Prior Council or Other Entity Actions

February 27, 2024 Council Meeting - [Legislative Update](#)

March 26, 2024 Council Meeting - [Legislative Update](#)

April 9, 2024 Council Meeting - [Legislative Update](#)

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to take a formal position on the bills outlined in the memo and shared during the staff presentation, 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.