
Tuesday, May 13, 2025, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

[View Correspondence](#)

[View Presentations](#)

1. Meeting Commencement

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

2. Petitions and Communications

- 2A. Presentation on the 2025 Broomfield Trail Adventure and Kickoff for the Broomfield 100
- 2B. Proclamation Public Works Week May 18-24, 2025
- 2C. Proclamation Elder Abuse Awareness Day and Aging Well Month
- 2D. Proclamation Mental Health Awareness Month

3. Councilmember Reports

4. Public Comment

5. Reports

- 5A. Colorado General Assembly Legislative Update May 13

6. Consent Items

- 6A. Minutes for Approval
- 6B. Proposed Resolution Auditorium Lighting Technology Upgrade Construction Agreement
— Resolution 2025-73 authorizing a construction agreement with LUX AVL for the completion of the Auditorium Lighting and Technical Production Upgrades project.
- 6C. Proposed Resolution Multi-Year Support Agreement Renewal with Tyler Technologies, Inc.
— Resolution 2025-45 approving an agreement with Tyler Technologies, Inc. for the renewal of maintenance and support for New World Public Safety Software
- 6D. Proposed Resolution Intergovernmental Agreement for Peace Officer Behavioral Health Support Grant
— Resolution 2025-82 approving an Intergovernmental Agreement for Peace Officer Behavioral Health Support Grant
- 6E. Proposed Ordinance Amending the Code Regarding Land Use Approvals by Resolution - First Reading
— Ordinance 2252 amending the Broomfield Municipal Code, Titles 16 and 17, to address a voter-approved Charter amendments relating to Broomfield's land use processes

6F. Proposed Resolution 2025 Broomfield FlexRide Zero Fare Summer Intergovernmental Agreement (IGA) with Regional Transportation District (RTD)

— Resolution 2025-75 a resolution approving an Intergovernmental Agreement (IGA) with Regional Transportation District (RTD) for FlexRide Zero Fare Summer

6G. Proposed Resolution I-25 and CO-7 Interim Mobility Hub Pedestrian Railing Intergovernmental Agreement (IGA)

— Resolution 2025-78 a resolution approving an Intergovernmental Agreement (IGA) with the City of Thornton for Interim Mobility Hub Pedestrian Railing Project

6H. Proposed Resolution Approving a Trash, Rubbish, and Garbage Hauling License for Prime Roll Off Systems

— Resolution 2025-74 approving a Trash, Rubbish, and Garbage Hauling License for Prime Roll Off Systems

6I. Resolution Supporting Denver Regional Council of Governments (DRCOG) in achieving designation as an Economic Development District (EDD) and Recommending the Appointment of Robert Smith to the Advisory Committee

— Resolution 2025-79 support Denver Regional Council of Governments (DRCOG) initiation for Economic Development District designation and Recommend the Appointment of Robert Smith to the Advisory Committee

6J. Proposed Resolution 2025 Fireworks Display Permit

— Resolution 2025-80 authorizing and approving a permit for the 2025 fireworks display on July 4th

7. Action Items

7A. Public Hearing Ordinance Amending Parking/Bicycle Code Update Second Reading

— Ordinance 2268 amend the Broomfield Municipal Code, Title 17-32 Accessory Buildings and Uses to revise the regulations for off -street and bicycle code

7B. Public Hearing Ordinance Amending Chapter 2-60 of the Broomfield Municipal Code to Change Administrative Organization - Second Reading

— Ordinance 2269 amend Chapter 2-60 of the Broomfield Municipal Code to Change Administrative Organization

7C. Proposed Resolution for Creation of the Fiscal Leadership on Water Advisory Committee

— Resolution 2025-85 approving the creation of the Fiscal Leadership on Water Advisory Committee

8. Mayor and Councilmember Requests for Future Action

8A. Councilmember Ward's Request for Future Action Regarding Removing Drive-thrus as a Permitted Use Within the City and County of Broomfield

8B. Councilmember Ward's Request for Future Action Regarding Requiring Set-backs for Gas Stations from Residential and Sensitive Businesses (Day-Cares, Hospitals, Medical Offices, etc.)

8C. Councilmember Ward's Request for Future Action Regarding a Resolution Relating to Front Range Passenger Rail District and Regional Transportation District Joint Services

9. Adjournment

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

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

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



Date Posted: May 7, 2025



City and County of Broomfield

City Council Regular Meeting

A. Presentation on the 2025 Broomfield Trail Adventure and Kickoff for the Broomfield 100

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Petitions and Communications Item: 2A.
Presented By	
Lexi Brewer, Open Space and Trails Coordinator	
Community Goals	
<input checked="" type="checkbox"/> Growing Greener <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

The purpose of this memorandum is to invite the Mayor, City Councilmembers, and residents to the 24th annual Broomfield Trail Adventure and to showcase the Broomfield 100 Challenge. The Broomfield Trail Adventure will be held on June 7, 2025 at Columbine Meadows Park. The event also marks the beginning of the Broomfield 100 challenge to complete 15 Broomfield Trails by Broomfield Days.

Attachments

[Memo for Presentation on the 2025 Broomfield Trail Adventure and Kickoff for the Broomfield 100.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

National Trails Day will be celebrated on June 7, 2025 throughout the nation. The purpose of National Trails Day is to heighten awareness of how trails enhance a community's overall health and quality of life. Staff has been working to organize the 24th annual Broomfield Trail Adventure to celebrate National Trails Day locally. The event is supported by several other City and County departments/divisions including Recreation Services, Parks Maintenance, Communications, Public Works, Library, Arts and History, and Health and Human Services.

The Broomfield Trail Adventure will also feature the kickoff for the 2025 Broomfield 100. The Broomfield 100 is a community challenge to complete a set of trail loops and outdoor activities. The challenge will be launched at the Trail Adventure on June 7 and will conclude at Broomfield Days on September 20, although it is designed for participation at any time. The purpose of the challenge is to promote healthy living, outdoor exercise, showcase the local trail system, and familiarize the community with Broomfield's many trails and scenic natural spaces.

This year's event will be hosted at Columbine Meadows Park (12600 Hazel Street), located in the heart of Broomfield, and will feature scenic hiking and biking trail loops through the surrounding area. The event will begin at 8:00 a.m. with information tables open at 7:30 a.m. The walk and bike will take approximately one hour, and there will be prizes handed out shortly after 9:00 a.m. The event will conclude around 9:45 a.m.

One of the key goals of this event is to help familiarize the community with new or lesser known connections of the trail system in Broomfield to surrounding open spaces and regional trails. The main walking loop is about 2 miles long and will travel north from Columbine Meadows Park using neighborhood trail corridors. Residents will travel by the new trail connection between Mountain Terrace and Crofton Park and wind south through Metzger Farm Open Space.

The biking loop will be about 4.4 miles and will travel south towards Metzger Farm Open Space before connecting to the Big Dry Creek regional trail. This trail features an abundance of wildlife habitat along the creek and connections to surrounding communities, including Westminster's Big Dry Creek Park. This [map](#) shows the location of Columbine Meadows Park and the routes.

Interpretive tables and displays will be set up at the park, including handouts and educational information on nature, wildlife, and Broomfield's iNaturalist project webpage. There will also be information and interpretive tables for some key Broomfield projects, volunteer groups and community organizations. The Open Space & Trails Department will provide prizes, water, light refreshments, and music for participants.

The 2025 Broomfield 100 will once again feature printed passports that include 15 distinct trail loops around Broomfield with specific maps, site information, and amenities for each loop. The entire program and each trail will be featured on an interactive map as well. Residents can access the interactive map on the Open Space & Trails website or "check-in" at the physical trailhead check-in stations at each route. Each check-in will earn them a chance to win monthly prizes that will be drawn throughout the summer.

To increase accessibility to the trails, the 2025 Broomfield 100 will feature trail videos that residents can access at [Broomfield.org/Broomfield100](https://broomfield.org/Broomfield100) in advance to understand the trail conditions. The passport and trail check-in stations will also be available in both English and Spanish.

For the Trail Adventure, we encourage all participants to wear helmets if biking, and to bring water and sunscreen as needed.

Broomfield Open Space and Trails staff will attend the City Council meeting to extend a cordial invitation to City Council and the community to attend the Broomfield Trail Adventure and participate in the Broomfield 100 challenge.

Financial Considerations

N/A

Prior Council or Other Entity Actions

None.

Boards and Commissions Prior Actions and Recommendations

The Broomfield Open Space and Trails Advisory Committee approved the location of the Broomfield Trail Adventure on January 23, 2025 and supports the continuation of the Broomfield 100 program.

Proposed Actions / Recommendations

N/A

Alternatives

N/A



City and County of Broomfield

City Council Regular Meeting

B. Proclamation Public Works Week May 18-24, 2025

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Petitions and Communications Item: 2B.
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

The Broomfield Mayor and City Councilmembers recognize the dedication and professionalism of the Broomfield Public Works Department employees and those supporting Public Works' efforts within Broomfield. This year's theme is: People, Purpose, Presence. This theme encapsulates the qualities that public works professionals bring to their jobs every day. The American Public Works Association (APWA) is a national nonprofit organization that serves professionals in all aspects of public works. APWA annually establishes the third full week in May as National Public Works Week. Sponsored by the American Public Works Association/Canadian Public Works Association, 2025 marks the 65th Annual National Public Works Week acknowledging public works professionals' commitment to be ready to serve their communities and their resilience in the face of challenges.

The Mayor would like to recognize the hard work of these employees and proclaim May 18 through May 24, 2025, as Public Works Appreciation Week.

Attachments

[Memo Public Works Appreciation Week May 18-24, 2025.pdf](#)

[Proclamation Public Works Appreciation Week 2025.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The Broomfield Mayor and City Councilmembers recognize the dedication and professionalism of the Broomfield Public Works Department employees and those supporting Public Works' efforts within Broomfield. This year's theme is: People, Purpose, Presence.

This theme encapsulates the qualities that public works professionals bring to their jobs every day. Communities may not take much notice of the dedication of public works professionals because they just quietly do their jobs without fanfare. Yet, Public Works is always there, working behind the scenes to advance quality of life for all. Public Works staff are responsible for ensuring Broomfield's water supply, providing high quality treated drinking water, collection and treatment of wastewater, reuse irrigation water, managing water quality for the residents and the environment, maintaining the roads, facilities, vehicles, equipment, and environmental sustainability for the City and County of Broomfield.

The American Public Works Association (APWA) is a national nonprofit organization that serves professionals in all aspects of public works. APWA annually establishes the third full week in May as National Public Works Week. Sponsored by the American Public Works Association/Canadian Public Works Association, 2025 marks the 65th Annual National Public Works Week acknowledging public works professionals' commitment to be ready to serve their communities and their resilience in the face of challenges.

The Mayor would like to recognize the hard work of these employees and proclaim May 18 through May 24, 2025, as Public Works Appreciation Week.

Financial Considerations

N/A

Prior Council or Other Entity Actions

On [May 10, 2022](#), City Council proclaimed May 15-21, 2022, as Public Works Appreciation Week

On [May 9, 2023](#), City Council proclaimed May 21-27, 2023, as Public Works Appreciation Week

On [May 14, 2024](#), City Council proclaimed May 19-25, 2024, as Public Works Appreciation Week

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING MAY 18 THROUGH MAY 24, 2025, AS PUBLIC WORKS APPRECIATION WEEK IN THE CITY AND COUNTY OF BROOMFIELD, COLORADO

- WHEREAS,** *Public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Broomfield; and,*
- WHEREAS,** *These infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our community's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our residents; and,*
- WHEREAS** *It is in the public interest for the residents, civic leaders, and children in Broomfield to gain knowledge and maintain ongoing interest and understanding of the importance of public works' programs in their respective communities; and,*
- WHEREAS,** *The efficiency and dedication of the personnel who staff public works' programs is essential to the success of the community and are an integral part of our residents' everyday lives; and*
- WHEREAS,** *The City and County of Broomfield values the efficiency of the qualified and dedicated public works' professionals and their contributions to the community.*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim May 18 through May 24, 2025, as:

PUBLIC WORKS APPRECIATION WEEK

In Broomfield, Colorado.

In witness whereof, I hereunto set my hand and official seal on this the 13th day of May 2025.

Guyleen Castriotta
Mayor



City and County of Broomfield

City Council Regular Meeting

C. Proclamation Elder Abuse Awareness Day and Aging Well Month

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Petitions and Communications Item: 2C.
Presented By	
Lisana Muñoz, Director of Human Services	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

To recognize the importance of social connection, resilience, and other protective factors in our aging community, the City and County of Broomfield will incorporate the recognition of Elder Abuse Awareness Day on June 15th into Aging Well Month in Broomfield annually in June.

Attachments

[Aging Well Awareness Month memo 2025-05-13.pdf](#)

[Aging Well Awareness Month Proclamation 2025-05-13.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The City and County of Broomfield recognizes the increasing need for services and support to assist those in our community who are aging, may be vulnerable to maltreatment, and are in need of a collaborative and comprehensive approach to address these risks. The philosophy of Aging Well Awareness Month is to recognize that Connection is Prevention and the City and County of Broomfield supports increasing informal and formal social connections that decrease the risk of adverse outcomes for our aging community.

The Broomfield Department of Human Services (DHS), Broomfield Senior Services, and multiple community agencies continue to partner through the Broomfield Older Age Team (BOAT) and other collaborative efforts to increase social connection and access to supportive resources. DHS works in a collaborative way to effectively address incidences of maltreatment in the aging community and assist in meeting the needs of the aging community impacted by maltreatment.

The Child, Adult, and Family Services (CAFS) Division of DHS receives all calls related to potential maltreatment of at-risk adults within the City and County of Broomfield. Reports of concern can be made to the statewide hotline number (1-844-264-5437). Adult Protective Services (APS) investigates incidents of abuse, neglect, and exploitation of older adults and the elderly in our community. In addition to investigating, APS now offers to connect residents to referrals for additional resources, even when their situation does not meet the criteria for an internal investigation. This is in an effort to prevent older adults in our community from experiencing abuse, neglect, or harm at any level.

Representatives from Senior Services, Police Department, Library, Community Reach Center, Mental Health Partners, and North Metro Fire Department routinely partner with the DHS staff to reduce the incidence of maltreatment in the aging community in Broomfield and are in support of this proclamation.

To recognize the importance of social connection, resilience, and other protective factors in our aging community, the City and County of Broomfield will incorporate the recognition of World Elder Abuse Awareness Day on June 15th into Aging Well Month in Broomfield annually in June. The proclamation declaring June 2025 as Aging Well Awareness Month and World Elder Abuse Awareness Day is included as Attachment 1.

Prior Council or Other Entity Actions

[2025/05/13 - 2A - Proclamation Declaring June 2024 as Aging Well Awareness Month](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING JUNE 2025 AS AGING WELL AWARENESS MONTH AND WORLD ELDER ABUSE AWARENESS DAY IN THE CITY AND COUNTY OF BROOMFIELD, COLORADO

- WHEREAS, *the International Network for the Prevention of Elder Abuse designated June 15 as World Elder Abuse Awareness Day in 2006, in support of the United Nations International Plan of Action, to recognize the significance of the maltreatment of the aging community as a public health and human rights issue; and*
- WHEREAS, *the world is undergoing significant demographic changes. Estimates indicate that by 2050, the global population of people above the age of 60 will exceed the number of younger people; and*
- WHEREAS, *maltreatment in the aging community is an increasing global problem that crosses all socioeconomic boundaries with lasting physical, emotional, financial, and behavioral effects on victims and financial and moral costs for our communities and is made worse by isolation; and*
- WHEREAS, *to recognize the importance of social connection, resilience, and other protective factors in our aging community, the City and County of Broomfield incorporates the recognition of Elder Abuse Awareness Day on June 15 into Aging Well Month in Broomfield annually in June; and*
- WHEREAS, *the Child, Adult and Family Services Division within the Broomfield Department of Human Services offers an Adult Protective Services Program to address maltreatment of our aging community members and mitigate the risks of recurring maltreatment. This work would not be effective without our community partners, who include Senior Services, Library, Self-Sufficiency, and Police Department; and*
- WHEREAS, *the City and County of Broomfield values our aging community members and appreciates their contributions as leaders, mentors, volunteers, and important members of this community. We encourage all Broomfield community members to reach out to neighbors and friends to increase connectedness and decrease the isolation that raises the risk of maltreatment.*

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

AGING WELL AWARENESS MONTH IN BROOMFIELD

I invite all citizens in the community to use the month of June 2025 to raise awareness of the importance of connection to increase resiliency and prevent adverse outcomes for the aging community in Broomfield.

In witness whereof, I hereunto set my hand and official seal on this the 13th day of May 2025.

Guyleen Castriotta
Mayor



D. Proclamation Mental Health Awareness Month

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Petitions and Communications Item: 2D.
Presented By	
Jason Vahling	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Mental health was the top health concern identified by Broomfield residents in 2019 and again in 2024, leading to the creation of a [Behavioral Health Improvement Plan](#) (BHIP). While mental health is a broad issue, this year's proclamation is focused on youth mental health.

According to the 2023 Healthy Kids Colorado Survey, 22.4% of high school students reported persistent feelings of sadness or hopelessness, and 10.9% seriously considered attempting suicide. Although these rates show improvement from 2021 (38.3% and 17.3%, respectively), youth mental health remains a critical area of concern.

This item will proclaim May as Mental Health Awareness Month in Broomfield.

Attachments

[2025 Memo for Mental Health Awareness Proclamation.pdf](#)

[2025 Mental Health Awareness Proclamation.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Mental health was the top health concern identified by Broomfield residents in 2019 and again in 2024, leading to the creation of a [Behavioral Health Improvement Plan](#) (BHIP). While mental health is a broad issue, this year's proclamation is focused on youth mental health. According to the 2023 Healthy Kids Colorado Survey, 22.4% of high school students reported persistent feelings of sadness or hopelessness, and 10.9% seriously considered attempting suicide. Although these rates show improvement from 2021 (38.3% and 17.3%, respectively), youth mental health remains a critical area of concern.

Work to address mental health issues in Broomfield is driven by a multi-sector partnership, including the City and County of Broomfield (CCOB), Community Reach Center, Clinica Family Health and Wellness, local nonprofits, hospitals, school districts, the Colorado Community Health Alliance, metro-area agencies, and state partners. One key youth mental health initiative is the [Communities That Care \(CTC\) coalition](#), which addresses root causes of youth substance use and promotes protective factors such as community involvement and social connection.

CTC focuses on three main strategies:

- Increasing funding and access to prosocial opportunities and safe spaces for youth
- Advocating for behavioral health supports in schools
- Educating the community on substance use prevention.

The youth-led advisory board, [Youth for Youth \(Y4Y\)](#), plays a vital role in shaping CTC strategies, engaging peers, and promoting positive norms.

Over \$2.5 million is dedicated to addressing behavioral health issues in Broomfield. This includes opioid settlement funds, state grants, retail marijuana funds, city funds and non-profit grant funds. There are numerous community partners working to improve the mental health of youth in Broomfield. The following are recognized for their important contributions: Adams12 and BVSD school districts, Municipal Courts, Broomfield PD Co-responders, Children's Hospital, Antelope Recovery, and Charlie Health among others.

Highlights from the 2024-2025 initiatives to support youth mental health include:

- CTC and Y4Y successfully advocated for safe teen-friendly spaces, and is now collaborating with Parks and Recreation to plan the County Commons Teen Space.
- Broomfield Public Health and Environment (BPHE) collaborated with the Broomfield Community Foundation to create the Youth Opportunities Fund to support scholarships and equipment for youth to participate in extracurricular activities and school clubs.
- Broomfield Public Health and Environment funds a Behavioral Health Interventionist position at Broomfield High School to support teen mental health.
- CTC and Y4Y educate and conduct community outreach about youth mental health, substance use prevention, and the importance of trusted adults in the lives of youth.
- BPHE manages a webpage with mental health resources that anyone can consult. By visiting Broomfield.org/MHResources, you can find eight different therapy resources specific to youth mental health.
- The State of Colorado's free iMatter therapy program provides up to 6 free therapy sessions for anyone under 18 years old in Colorado of which almost 300 youth in Broomfield have taken advantage of. In Q4-2024, BPHE ran a media campaign to increase awareness of the iMatter program among youth, parents and guardians. The campaign ran for 40 days and generated over 630,000 impressions in the community.
- [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, 486 people have participated in a training to improve their knowledge around behavioral health. In 2025, BPHE has partnered with community organizations to host three trainings on youth mental health with more to come this year.

Mayor Castriotta's proclamation, declaring May as Mental Health Awareness Month in Broomfield, is attached as [Attachment 1](#).

Financial Considerations

N/A

Prior Council or Other Entity Actions

Prior Council Action (provide links to memo)

[2024 proclamation](#)

[2023 proclamation](#)

[2022 proclamation](#)

[2021 proclamation](#)

[2020 proclamation](#)

Boards and Commissions Prior Actions and Recommendations

[Board of Health Approval of Community Health Improvement Plan November 7, 2024](#) (click for all agendas and meeting minutes from the BOH).

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING MAY 2025 AS MENTAL HEALTH AWARENESS MONTH

- WHEREAS, *mental health was the top health concern identified by Broomfield residents in 2019 and again in 2024; and*
- WHEREAS, *local and state data sources demonstrate the continued need to focus on mental health care. In 2023, almost a quarter of high school students reported persistent feelings of sadness or hopelessness and 10.9% of high school students reported seriously considered attempting suicide; and*
- WHEREAS, *over \$2.5 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, *a multi sector partnership has come together to implement the plan, which includes CCOB departments, Community Reach Center and Clinica Family Health and Wellness, 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, *as part of this effort, the Communities That Care (CTC) coalition aims to influence underlying factors that contribute to or protect against youth substance abuse; and*
- WHEREAS, *the state of Colorado's free iMatter therapy program provides up to 6 free therapy sessions for anyone under 18 years old in Colorado of which almost 300 youth in Broomfield have taken advantage of. To take advantage of free therapy for youth, visit iMatterColorado.org.*

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

MENTAL HEALTH AWARENESS MONTH IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 13th day of May 2025.

Guyleen Castriotta
Mayor



City and County of Broomfield

City Council Regular Meeting

A. Colorado General Assembly Legislative Update May 13

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Reports Item: 5A.
Presented By	
Danee Brouillard	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Memo for Colorado General Assembly Legislative Update May 13

Attachments

[Memo for Colorado General Assembly Legislative Update May 13.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The 120-day session of the Colorado General Assembly that kicked off on January 8, 2025, concluded on May 7, 2025.

The May 13 Legislative Update will provide a summary of the session, including the number of bills introduced and passed, an update on the FY25 - 26 State Budget, and the outcomes of the bills/joint resolution Council took formal positions on:

1. [HB25-1056: Local Government Permitting Wireless Telecommunications Facilities](#) - OPPOSE
2. [HB25-1169: Housing Developments on Faith and Educational Land](#) - OPPOSE UNLESS AMENDED
3. [HB25-1272: Construction Defects & Middle Market Housing](#) - SUPPORT
4. [HB25-1096: Automated Permits for Clean Energy Technology](#) - MONITOR
5. [SB25-161: Transit Reform](#) - AMEND
6. [SB25-030: Increase Transportation Mode Choice Reduce Emissions](#) - SUPPORT
7. [SB21-001: Colorado Voting Rights Act](#) - AMEND
8. [HJR25-1023: Require General Assembly TABOR Constitutionality Lawsuit](#) - SUPPORT

Due to the rapid pace at which legislation moves and changes during the last few weeks of the session and to provide staff additional time to review the legislative outcomes, the memo is brief. The staff presentation will be updated and shared in the presentation folder in advance of the start of the meeting on Tuesday, May 13, 2025 to allow staff time to provide the most accurate and timely summary of the 2025 session.

Throughout the session, staff worked in partnership with Broomfield's contract lobbyist, Bowditch & Cassell Public Affairs (BCPA), and various professional membership organizations to monitor bills and identify legislation that had a direct impact on the City and County of Broomfield (CCOB) as an entity. Bills that staff identified as having an impact on the CCOB directly were added to the [2025 Broomfield Legislative Bill Tracker](#). BCPA will join staff for the May 13 legislative update presentation.

Staff is preparing a memorandum for the July 29, 2025 Study Session for Council to provide direction related to the 2025 interim session and 2026 legislative session.

Financial Considerations

Bills passed during the session may have a fiscal impact on CCOB's operational budget. Staff will continue to monitor and analyze bills passed, the impact to the CCOB, and any required future action needed from CCOB to comply. Bowditch and Cassell Public Affairs (BCPA) will provide contract lobbying and legislative support services for January - December 2025.

Sources and Uses of Funds	Amount
Executive Management Budget - Professional Services, Misc. account. 01-13100-53170	\$75,000
Expenses	
Bowditch & Cassell Public Affairs (BCPA)	-\$36,000

Sources and Uses of Funds	Amount
Projected Balance	\$39,000

Prior Council or Other Entity Actions

April 8, 2025 Council Meeting - [Legislative Update](#)

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

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

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



City and County of Broomfield

City Council Regular Meeting

A. Minutes for Approval

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6A.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Presentation](#)

Approval of Minutes for Regular Council Meeting of April 22, 2025.

Attachments

[Minutes of April 22, 2025.pdf](#)

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

April 22, 2025, 6:01 PM - April 22, 2025, 9:28 PM

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

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

Also Present:

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

The Mayor called a recess at 8:03 p.m. The meeting reconvened at 8:14 p.m.

1. Meeting Commencement

1A. Pledge of Allegiance- 6:01 PM

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

2. Petitions and Communications

2A. Proclamation Military Appreciation Month - 6:02 PM

2B. Proclamation Declaring May as Income Aligned Housing Month- 6:16 PM

2C. Proclamation Declaring May 4-10, 2025 Broomfield Small Business Week- 6:39 PM

3. Councilmember Reports

4. Public Comment

5. Reports

5A. Expense Report for Elected Officials- First Quarter 2025- 7:07 PM

5B. Broomfield Voice Website Refresh Update- 7:11 PM

5C. Waste Connections Monthly Update- 7:32 PM

6. Consent Items

Motion to approve consent items 6a through 6b made by Councilmember Henkel and seconded by Councilmember Marsh-Holschen. Motion passes 10-0.

6A. Minutes for Approval- 7:51 PM

6B. Proposed Resolution for Lowell/Broadlands and Willow Run/Midway Traffic Signals Construction Agreement- 7:51 PM

7. Action Items

7A. Public Hearing Ordinance Approving a Business Incentive Agreement with Restaurant Depot - Second Reading - 8:14 PM

Public Hearing was opened at 8:14 PM and closed at 8:22 PM

Councilmember Nguyen moved to approve on second reading and order published by title Ordinance No. 2257 approving a business incentive agreement with Restaurant Depot. The motion was seconded by Councilmember Ward and passed 9-0. Councilmember Leslie absent.

7B. Proposed Resolution Construction Agreement for Utility Infrastructure Rehabilitation- 8:23 PM

Mayor Pro Tem Shaff moved to approve Resolution 2025-41 approving a construction agreement for utility infrastructure rehabilitation. The motion was seconded by Councilmember Delgadillo and passed 9-0. Councilmember Leslie absent.

7C. Proposed Resolution to Approve a Design Agreement for the Lift Station Rehab (Site App Project): Outlook Lift Station- 8:47 PM

Mayor Pro Tem Shaff moved to approve Resolution 2025-27 approving a consulting agreement between The City and County of Broomfield and Burns & McDonnell Engineering Co., Inc. for the Outlook Lift Station. The motion was seconded by Councilmember Nguyen and passed 9-0. Councilmember Leslie absent.

7D. Ordinance Amending Chapter 2-60 of the Broomfield Municipal Code to Change Administrative Organization - First Reading- 9:08 PM

Councilmember Ward moved to approve on first reading and order published in full Ordinance No. 2269 - An Ordinance amending Chapter 2-60 of the Broomfield Municipal Code to change administrative organization. The motion was seconded by Councilmember Delgadillo and passed 9-0. Councilmember Leslie absent.

8. Mayor and Councilmember Requests for Future Action

8A. Councilmembers Henkel, Leslie and Cohen's Request for Future Action Regarding Staff Exploring an Evaluation Tool for Direct Hires by Council - 9:17 PM

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



City and County of Broomfield

City Council Regular Meeting

B. Proposed Resolution Auditorium Lighting Technology Upgrade Construction Agreement

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Brian Graham, CIP Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

This project will upgrade technical systems at the Broomfield Auditorium, located within the Library and Civic Center complex at 3 Community Park Road. The scope focuses on enhancing theatrical lighting, audio, and related infrastructure to meeting modern performance and energy standards.

Attachments

[Memo for the Auditorium Lighting and Technical Production Upgrades Construction Agreement.pdf](#)

[Resolution 2025-73.pdf](#)

[DRAFT Construction Agreement - BATU - Lux AVL Signed.pdf](#)

Summary

[View Correspondence](#)
[View Presentation](#)

Proposed Resolution No. 2025-73 will authorize a construction agreement with Lux AVL Inc. for the completion of the Auditorium Lighting and Technical Production Upgrades project.

This project will upgrade technical systems at the Broomfield Auditorium, located within the Library and Civic Center complex at 3 Community Park Road. The scope focuses on enhancing theatrical lighting, audio, and related infrastructure to meet modern performance and energy standards.

[Here is a vicinity map showing the project location.](#)

The Auditorium Lighting and Technical Production Upgrades project addresses outdated lighting and audio systems, which limit performance quality and operational efficiency. The scope includes replacement of existing lighting with professional theater-grade LED fixtures, a ceiling-mounted light grid with chain motors, updated dimming and lighting control systems, and addition of portable high-side lighting trees. Audio system improvements include new speakers, and rack equipment. Acoustic improvements, including adding acoustic drapery along the side of the theater, are also included.

The planning phase of this project began with an operational assessment and benchmarking study led by Theatre Projects. This phase evaluated current facility use, identified growth opportunities, and developed a five-year staffing model. Theatre Projects also completed a comprehensive assessment of existing lighting, audio, projection, and acoustical systems, and collaborated with structural engineers to evaluate front-of-house lighting accessibility options. Following this phase, MSR Design led the architectural design of the upgrades, working closely with City staff to develop construction documents aligned with project goals and constraints.

Design for the project was completed in early 2025 by MSR Design, in collaboration with Theatre Projects and internal Broomfield staff, including representatives from IT, Facilities, and Library/Auditorium operations to ensure the upgrades align with operational workflows and programming needs.

An Invitation to Bid (IFB) was posted to BidNet in March 2025, and two bids were received by the bid opening deadline. Lux AVL Inc. submitted the lowest responsive and responsible bid in the amount of \$888,427 and is recommended by staff to complete the project.

The auditorium has suspended rentals from July 28 through October 31, 2025 in anticipation of construction. If proposed Resolution No. 2025-73 is approved, construction is anticipated to begin in August 2025 with completion expected by mid-October 2025.

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
Auditorium Lighting and Technical Upgrades (21Q0007) (20-70011-55200)	\$1,200,000

Sources and Uses of Funds	Amount
Total Budget	\$1,200,000
Consulting Agreement (Theatre Projects)	-\$62,945
Consulting Agreement (MSR Design)	-\$162,025
Construction (Lux AVL)	-\$888,427
9.75% Construction Contingency	-\$86,603
Total Use of Funds	-\$1,200,000
Projected Balance	\$0

Prior Council or Other Entity Actions

On October 22, 2024 Council authorized funds in the [2025 Budget](#).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project, the appropriate motion is...

That Resolution 2025-73 be adopted.

Alternatives

Decide not to proceed with the project.

RESOLUTION NO. 2025-73

A resolution approving the Construction Agreement between the City and County of Broomfield and Lux AVL Inc. for the Auditorium Lighting and Technical Production Upgrades Project

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

Section 1.

The Construction Agreement by and between the City and County of Broomfield and Lux AVL Inc., for the Auditorium Lighting and Technical Production Upgrades Project in the amount not to exceed \$888,427 is hereby approved.

Section 2.

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

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed nine and three quarters percent (9.75%) of the contract amount, which represents the remaining available budget.

Section 4.

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

Approved on May 13, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND LUX AVL, INC. FOR AUDITORIUM LIGHTING AND TECHNICAL UPGRADES PROJECT

1. **PARTIES.** The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and **Lux AVL, Inc.** (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City, seeking construction services for the Auditorium Lighting and Technical Upgrades Project completed a competitive selection process by Invitation for Bid (IFB) issued on **March 12, 2025.**
 - 2.2. The Contractor’s response to the above referenced IFB was determined to be of best value, responsible, responsive bidder to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. **Work.** The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work attached hereto as **Exhibit A** and incorporated by this reference.
 - 3.1.1. ***Key Personnel.*** The Contractor’s key personnel shall include (i) the Project Executive - **Joseph Poch**; (ii) the Field Superintendent - **Steve Jagdarry** and (iii) the Project Manager - **Wessley Stern**. The Contractor’s obligation to provide adequate staffing is not limited to providing the key personnel, but is determined by the needs of the Project. The Contractor shall not replace any of the key personnel without the City’s prior written approval, which shall not be unreasonably withheld. If any of the key personnel become unavailable to perform services in connection with this Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement acceptable to the City. The City shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience.

- 3.2. Contract Documents. The Contract Documents shall consist of the following:
- 3.2.1. This Agreement; and
 - 3.2.2. The Scope of Work attached hereto as Exhibit A;
 - 3.2.3. The Contractor's Cost Proposal and Schedule dated April 16, 2025, attached hereto as Exhibit B; and
 - 3.2.4. The IFB; and
 - 3.2.5. The Construction Plans for Project No. 21Q0007; and
 - 3.2.6. The General Conditions incorporated into this project as an attachment to the IFB; and
 - 3.2.7. Any change orders and contract amendments, as applicable; and
 - 3.2.8. Project Specifications for Project No. 21Q0007; and
 - 3.2.9. The Insurance Requirements attached hereto as Exhibit C,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto and shall form an integral part of this Contract. If there is any conflict between this Agreement and the other Contract Documents, this Agreement shall control.

- 3.3. Access and Inspection. The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.
- 3.4. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.

- 3.5. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
- 3.6. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by a utility.
- 3.7. Security and On-Site Procedures. At the option of the City, all on-site personnel utilized by the Contractor shall undergo background checks and will be issued Contractor badges. Personnel utilized by the Contractor shall be required to display badges at all times while working on-site. The Contractor shall be required to return to the City project manager all badges issued to the Contractor, its employees and agents, within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the City will charge the Contractor fifty dollars (\$50.00) per missing badge which shall be deducted from any sum payable hereunder before final payment to the Contractor. The Contractor agrees to comply with all Contractor Work Schedule requirements set forth in the Agreement, as applicable.
- 3.8. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents

current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.

3.9. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and review of the Contract Documents.

3.9.1. Contractor shall give immediate written notice to the City Representative if it encounters a “Differing Site Condition,” defined as either:

3.9.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or

3.9.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement.

3.9.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.

4. Completion Date. Within ten (10) calendar days of receipt of executed Agreement, the Contractor shall provide the City acceptable bonds, if applicable, and certificates of insurance. A Notice to Proceed will be issued upon City approval of the bonding and insurance. The Contractor shall perform no Work until the City Representative issues a Notice to Proceed.

The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences (the “Start Date”). The Contractor shall complete the Work and fulfill all of its other obligations on or before **October 17, 2025** (the “Completion Date”). The Notice to Proceed will also set forth the Start Date and the Completion Date (together, the “Contract Time”).

All time limits are of the essence in this Agreement. The Contractor acknowledges that a notice to proceed will not be issued until the City has received acceptable certificates of insurance and bonds, if applicable.

5. CONTRACTOR'S PROJECT SCHEDULE. The Contractor has submitted a completion schedule for the Work (the "Project Schedule") as part of the bid package and attached hereto as part of Exhibit B. The Contractor shall coordinate on a daily basis with the City's project manager. The Project Schedule shall include all lead time for the order and delivery of equipment for the Work. Schedule updating shall be done on a weekly basis, or more often as necessary (each a "Schedule Update"). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.
6. PRICE AND PAYMENT. The City shall pay the Contractor for performance of the Work an amount not to exceed **\$888,427** (the "Contract Price") based upon the unit prices set forth on Contractor's Cost Proposal attached hereto as part of Exhibit B and in accordance with the following schedule:
 - 6.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.
 - 6.2. The City shall retain the Retained Amount until Final Acceptance (as defined in Final Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the "Final Payment"). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.
 - 6.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost

and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City's right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.

- 6.4. Change Orders. The Contractor will do nothing to cause the Contract Price to increase without prior execution of a change order by the City. The City will issue no change order requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement. Except as provided below and as provided in C.R.S. 24-91-103.6, the City shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein. In the event (i) the City requires additional compensable work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor has submitted to the City an estimate of the cost for the additional compensable work, then the City shall reimburse the Contractor for the costs associated with such additional work on a periodic basis in accordance with the terms of this Agreement.

7. FINAL INSPECTION AND FINAL PAYMENT.

- 7.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the City's receipt of the Letter of Completion, the City Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Agreement and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the City within ten (10) calendar days after receipt of the Punchlist. If any Punchlist item cannot be corrected within ten (10) calendar days, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension"). The Request for Extension must be received by the City Representative within seven (7) calendar days of the Contractor's receipt of the Punchlist and shall include the Contractor's justification for the request and a

schedule for completion of the Punchlist item. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

7.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Payment shall not be made until the City Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The City shall condition publication and final settlement upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and final settlement shall be made in full.

8. CONTRACTOR'S REPRESENTATIONS. In order to induce the City to enter into this Agreement, the Contractor makes the following representations:

8.1. The Contractor has familiarized itself with the nature and extent of the Agreement, Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The Contractor acknowledges an obligation to comply with all applicable laws, including the Broomfield Municipal Code, to respect property rights by working within the defined work limits or designated staging areas, and to work within the prescribed work hours. The Contractor acknowledges that use of air compression brakes ("jake brakes") within City limits is prohibited, unless otherwise posted by the City Traffic Engineer.

8.2. Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.

8.3. Contractor has given the City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement and exhibits

incorporated therein and the written resolution thereof by the City is acceptable to the Contractor.

9. **NOTICE AND AUTHORIZED REPRESENTATIVES.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

5.1 The City designates **Kelly Behling** as the authorized representative of the City under this Agreement. Email address is kbehling@broomfield.org.

5.2 The Contractor designates **Joseph Poch** as the authorized representative of the Contractor under this Agreement. Email address is joe@luxavl.io.

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

Failure of City's on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the City or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

10. **TIME EXTENSIONS AND COMPENSATION FOR DELAY.**

10.1. **Remedy.** If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this Section.

10.2. **Time Extensions.** Evaluation of all time extension requests shall be based upon the latest updated project schedule submitted to the City by the Contractor.

10.3. **Definitions.** The following words shall have the meaning set forth below:

10.3.1. "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.

- 10.3.2. “No-Fault Delay” is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the City or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.
- 10.3.3. “Owner Delay” is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City’s Representative.
- 10.3.4. “Concurrent Delay” is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.
- 10.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.
- 10.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- 10.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- 10.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the

activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

11. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.
12. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of **\$1,000** for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the

Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.

13. PERFORMANCE AND PAYMENT BONDS. In accordance with C.R.S. §38-26-105, if the Contract Price exceeds \$50,000, the Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
14. COLORADO LABOR. If the Contract Price exceeds \$500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the several classifications of skilled and common labor to perform the work under this Agreement in accordance with the provisions of C.R.S. §8-17-101 et seq.
15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
16. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Contractor, its officers, employees, subcontractors or agents in connection with the performance of the services pursuant to this Agreement. Except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the City hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the City, or its agents and employees. This indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102(8), as amended from time to time. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.
17. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain

insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.

18. 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.

19. WARRANTY.

- 19.1. Warranty Period. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of **2 years**, commencing on the date of final acceptance of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The above guarantee does not limit any claims that the City may otherwise have against the Contractor.

- 19.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance

with this Agreement and may submit a written list of any defects to the Contractor (the "Warranty Work"). In the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension of Warranty Work"). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor's receipt of the Warranty Work and shall include the Contractor's justification for the request and a schedule for completion of the Warranty.

20. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
21. 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.
22. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
23. 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.
24. 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.

25. 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.
26. 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.
27. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
28. 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.
29. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
30. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
31. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
32. 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.
33. 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.

34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

40. 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.
41. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. In order to comply with the law on or before July 1, 2024, the Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
42. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

This Agreement is executed by the Parties hereto in their respective names as of May 13, 2025.

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

City and County Manager
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

Lux AVL, Inc.

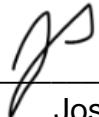
By:  _____
Name: Joseph A Poch
Address: 1925 Deer Creek Road Suite 110
Monument, CO 80132

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

The Work includes, but is not limited to, the alteration of the existing auditorium interior, primarily focusing on **AV, electrical, and IT upgrades**, with patching and repair of existing architectural substrates as necessary. The proposed scope of work includes, as defined in the **project plans and specifications**, the Base Bid, Add Alternate 1 and Add Alternate 2. Add Alternate 3 has not been included in the scope of work.

Key components of the project include:

- **Lighting System Upgrades:** Replacement of existing auditorium lighting fixtures with professional theater-grade LED lights, installation of a ceiling-mounted light grid with chain motors for improved access, and upgrades to dimming panels, lighting controls, and the front-of-house lighting control board. The project also includes the assessment and potential installation of portable high-side lighting trees for stage-right and stage-left.
- **Audio System Enhancements:** Replacement of the existing audio system, including speakers, and rack equipment as well as upgrades to performance sound, video, and communication systems.
- **Theatrical Rigging and Acoustic Improvements:** Evaluation and installation of adjustable acoustics, soundproofing for the sound booth, and improvements to theatrical rigging systems.
- **Electrical and Infrastructure Upgrades:** Modifications to the electrical power, theatrical lighting power, and control systems to support new equipment installations.

The full scope of work, including all project requirements, materials, and specifications, is outlined in the **project plans and specifications**, which shall govern all work performed under this contract, together with all incidentals and miscellaneous items necessary to complete the Work.

EXHIBIT B

CONTRACTOR'S COST PROPOSAL AND SCHEDULE

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City and County of Broomfield (Owner)
One DesCombes Dr
Broomfield, CO 80020

1.02 FOR:

- A. Project: Broomfield Auditorium Technical Upgrades

1.03 DATE: April 16, 2025 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Lux AVL Inc
1. Address 1925 Deer Creek Rd Unit 110
2. City, State, Zip: Monument, CO, 80132
3. Phone: 719-285-9348

1.05 OFFER

- A. Having examined the Broomfield Auditorium and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by MSR Design, ME Engineers, Martin/Martin Engineering, and Theatre Projects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Eight hundred twenty five thousand five hundred fourteen dollars
(\$ 825,514), in lawful money of the United States of America.
- C. All applicable federal taxes are included and State of Colorado taxes are included in the Bid Sum.
- D. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty (30) days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
 2. Furnish the required bonds within seven (7) days of receipt of Notice of Award.
 3. Commence work within seven (7) days after written Notice to Proceed of this bid.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Substantially complete the Work on or before Oct 17 2025.

1.08 ALLOWANCES - SEE SECTION 01 21 00

- A. Owner's Contingency allowances are to be included in the bid. See Section 01 21 00 - Allowances for amounts and procedure for its use.

1.09 UNIT PRICES (NOT USED)

1.10 ALTERNATES - SEE SECTION 01 23 00

- A. Alternates are identified by number and describe the basic changes to be incorporated into the Work only when that Alternate is made a part of the Work by specific provisions in the Owner-Contractor Agreement. Bidder, in submitting their bid proposal, shall include, in addition to their base bid, the following alternates. The numerical order of listing these alternates does not necessarily imply their

priority. The Owner may decide to use any one or more of all the items. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate and to provide the complete construction required by the Contract Documents.

- B. Alternates identified on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- C. Bidder, in submitting their bid proposal, shall include, in addition to their base bid, the following alternates:
1. **ALTERNATE NO. 1:** Section 11 61 91 Performance Lighting:
ADD or DEDUCT the Sum of :
Fifty five thousand, eight hundred seventy six DOLLARS (\$ 55,876)
 2. **ALTERNATE NO. 2:** Section 27 41 16.61 - Performance Sound, Video, and Communications (Intercom System):
ADD or DEDUCT the Sum of :
Seven thousand thirty seven DOLLARS (\$ 7,037)
 3. **ALTERNATE NO. 3:** Section 27 41 16.61 Performance Sound, Video, and Communications (Wireless Microphone System):
ADD or DEDUCT the Sum of :
Twenty one thousand six hundred twenty seven DOLLARS (\$ 21,627)

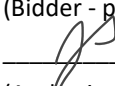
1.11 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 15% percent overhead and profit on the net cost of our own Work;
 2. 15% percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus itemized labor and material of the overhead and profit percentage noted above.

1.12 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
- | | |
|---|-----------------------------------|
| 1. Addendum # <u>1</u> Dated <u>3/14/25</u> | <u>Addendum # 4 Dated 4/4/25</u> |
| 2. Addendum # <u>2</u> Dated <u>3/21/25</u> | <u>Addendum # 5 Dated 4/7/25</u> |
| 3. Addendum # <u>3</u> Dated <u>4/2/25</u> | <u>Addendum # 6 Dated 4/14/25</u> |



1.13 BID FORM SIGNATURE(S)

- A. Lux AVL Inc
(Bidder - print the full name of your firm)
- B.  Joseph A Poch, President, Lux AVL Inc.
(Authorized signing officer, Title)

END OF SECTION

DIVISION 01 - GENERAL REQUIREMENTS

MISC

IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. CUSTOM Monthly Progress Meetings
	1	Lux AVL Inc. CUSTOM Submittals

DIVISION 02 - EXISTING CONDITIONS



MISC

IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. CUSTOM Dumpster
	1	Lux AVL Inc. CUSTOM Scaffolding

DIVISION 05 - METALS

05 50 00 - METAL FABRICATIONS

IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. CUSTOM Welding Shop Drawings
	1	Lux AVL Inc. CUSTOM Field Welding AWS D1.1/D1.1M
	12	Lux AVL Inc. CUSTOM C6 X 8.2 X 10

IMAGE	QTY	DESCRIPTION
	12	Lux AVL Inc. CUSTOM A36 Steel Plate 8" x 8" x 3/4"
	12	Lux AVL Inc. CUSTOM A36 Steel Plate 4" x 4" x 3/4"

DIVISION 09 - FINISHES

MISC

IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. Custom Trim and Touchups

DIVISION 11 - EQUIPMENT

11 61 12 ADJUSTABLE ACOUSTICS













IMAGE	QTY	DESCRIPTION
	1	Rose Brand Custom Quote D101 - WALK ALONG TRAVELER - Quote number 379465
	1	Rose Brand Custom Quote D102 - WALK ALONG TRAVELER - Quote number 379465
	1	Rose Brand Custom Quote D201 - WALK ALONG TRAVELER - Quote number 379465
	1	Rose Brand Custom Quote D202 - WALK ALONG TRAVELER - Quote number 379465
	1	Rose Brand Custom Quote D203 - WALK ALONG TRAVELER - Quote number 379465
	5	Rose Brand Custom Quote D204 - WALK ALONG TRAVELER - Quote number 379465

IMAGE	QTY	DESCRIPTION
	1	Rose Brand Custom Quote D101 - ADC TRACK KIT MODEL 173 - Quote number 379465
	1	Rose Brand Custom Quote D102 - ADC TRACK KIT MODEL 173 - Quote number 379465
	1	Rose Brand Custom Quote D201 - ADC TRACK KIT MODEL 173 - Quote number 379465
	1	Rose Brand Custom Quote D202 - ADC TRACK KIT MODEL 173 - Quote number 379465
	1	Rose Brand Custom Quote D203 - ADC TRACK KIT MODEL 173 - Quote number 379465
	1	Lux AVL Inc. Rigging Curtain Track Rigging Hardware

11 61 33 THEATRICAL RIGGING















IMAGE	QTY	DESCRIPTION
	2	iWeiss PW18-5M 5-Line Manual Pile Winch
	1	iWeiss Drill Kit Cordless Right Angle Drill Kit + Drive Socket
	2	iWeiss WHB-06N-WG 12" Nylon Head Block, Single Purchase, 6-Line, Wire-Guided
	8	iWeiss P3010 1/2" Unistrut Nut w/o Spring
	8	iWeiss WHB-HRW 1/2-13 x 2" G5 Hex Bolts, Lock Nuts, Washers
	4	iWeiss WLB-251N-4 8" Nylon Loft Block, 1-Line, 4-Idler, Upright
	4	iWeiss WLB-251N-2 8" Nylon Loft Block, 1-Line, 2-Idler, Upright

IMAGE	QTY	DESCRIPTION
	2	iWeiss WLB-251N 8" Nylon Loft Block, 1-Line, Upright
	40	iWeiss P1008 3/8" Unistrut Nut w/ Spring
	40	iWeiss WLB-HRW 3/8-16 x 1-1/2" G5 Hex Bolt, Lock Nut, Washers
	160	iWeiss P1001T P1001T Back to Back Unistrut Slotted (4 @ 40')
	8	iWeiss P1377 4- Hole Unistrut Splice
	32	iWeiss P1008 3/8" Unistrut Nut w/ Spring
	32	iWeiss P2863 3/8" Square Washer w/ No Spin Tab
	32	iWeiss HB517 3/8-16 x 1-1/2" Hex Bolt
	250	iWeiss X210 1/2" Threaded Rod
	168	iWeiss N557 1/2" Hex Nuts
	24	iWeiss P2864 1/2" Square Washer w/ No Spin Tab
	24	iWeiss PG-JB-UCLP Suspension Kit - Bar Joist U-Clip Hanger for 3/8" Threaded Rod
	300	iWeiss 91151A033 Wedge Washers

IMAGE	QTY	DESCRIPTION
	600	iWeiss S523 Wire Rope - 1/4" 7x19 Galvanized Aircraft Cable
	20	iWeiss S703 Thimble - 1/4" Heavy Duty
	20	iWeiss S853 1/4" Nico Press Oval Swag
	20	iWeiss S803 1/4" Nico Press Stop Sleeve
	20	iWeiss S103 1/4" Screw Pin Anchor Shackle
	20	iWeiss P305 Pipe Clamp
	1	iWeiss CUST-SIGN Custom Signage
	8	iWeiss P309 Intersection Bracket
	8	iWeiss P210 12'-0" 1-1/2" I.D. Schedule 40 Steel Single Batten
	8	iWeiss 8/XE611 Lower Bracket
	4	iWeiss P311C Telescoping Wall Stabilizers - Top - Angled
	4	iWeiss P210C 12'-0" 1-1/2" I.D. Schedule 40 Steel Single Batten w/ Center Stand-off
	4	iWeiss P311 Telescoping Wall Stabilizers - Bottom

IMAGE	QTY	DESCRIPTION
	1	iWeiss P210 45'-0" 1-1/2" I.D. Schedule 40 Steel Single Batten Powder Coated
	2	iWeiss P202-24 Inner Sleeve - 24" Length † (New Design! Now same Bolt Hole Pattern for Standard P210)
	2	iWeiss P311 Telescoping Wall Stabilizers
	5	iWeiss P309 Intersection Bracket
	1	iWeiss IW-DB System Submittal Drawings
	1	iWeiss IW-PEB Licensed Engineer System Stamped Drawings
	10	Lux AVL Inc. CUSTOM Wire Rop rigging from structure attachment to winch structure

11 61 91 - THEATRICAL LIGHTING INSTRUMENTS






IMAGE	QTY	DESCRIPTION
	1	ETC 7140A1003 CEM3 Control Module for use in Sensor3 dimmer racks.
	1	ETC PWRPKG CLAS SR48 Power Package upgrade kit for SR48 racks with CEM Classic processor:
	1	ETC PWRPKG 3YR 3-year warranty for Power Package upgrade - included
	40	ETC CSSPOTVMVS ColorSource Spot V, ETL, light engine with EDLT shutter barrel, with Multiverse, black
	5	ETC 419EDLT 19° EDLT lens tube, black















IMAGE	QTY	DESCRIPTION
	20	ETC 426EDLT 26° EDLT lens tube, black
	15	ETC 436EDLT 36° EDLT lens tube, black
	6	ETC 400TH Top hat, 6.25 in / 159 mm, 6 in / 150 mm tube, black
	6	ETC 400HH Half hat, 6.25 in / 159 mm, 6 in / 150 mm tube, black
	2	ETC 400RS Drop-in iris, Source Four/LED/ColorSource Spot
	5	ETC 426EDLT 26° EDLT lens tube, black
	35	ETC R20 Dual 20A Relay module
	6	ETC CSPARDB ColorSource PAR Deep Blue, XLR, black
	8	ETC CSFRESVMV ColorSource Fresnel V, w/ Multiverse, black
	8	ETC 400BD Barn door, 4-leaf with extension ring, 7.5 in / 190 mm, black
	8	ETC 400PTH6 Top hat, 7.5 in / 190 mm, 6 in / 150 mm tube, black
	7	ETC CSCYC ColorSource CYC 120V with XLR, black
	61	Lux AVL Inc. Cables & Clamps
	10	ETC 400SC Safety Cable (30 in / 762 mm), black
















IMAGE	QTY	DESCRIPTION
	18	City Theatrical 202 SAFER SIDEARM ORIGINAL W/18" OF 1/2" PIPE AND ONE SLIDING TEE
	12	City Theatrical 204 SAFER SIDEARM ORIGINAL W/24" OF 1/2" PIPE AND TWO SLIDING TEES
	4	Elite Core PC12-AB-5 12 GAUGE POWER CABLE - PC to PC - 5'
	6	Elite Core PC12-AB-10 12 GAUGE POWER CABLE - PC to PC - 10'
	6	Elite Core PC12-AB-15 12 GAUGE POWER CABLE - PC to PC - 15'
	6	Elite Core PC12-AB-25 12 GAUGE POWER CABLE - PC to PC - 25'
	18	Elite Core PC12-TFTM-5 12 GAUGE POWER CABLE - True 1 Jumper - 5'
	25	Elite Core PC12-TFTM-10 12 GAUGE POWER CABLE - True 1 Jumper - 10'
	25	Elite Core PC12-TFTM-15 12 GAUGE POWER CABLE - True 1 Jumper - 15'
	10	Elite Core PC12-TFTM-25 12 GAUGE POWER CABLE
	10	Elite Core PC12-MF-5 12 GAUGE POWER CABLE - Edison - 5'
	10	Elite Core PC12-MF-10 12 GAUGE POWER CABLE - Edison - 10'
	10	Elite Core PC12-MF-25 12 GAUGE POWER CABLE - Edison - 25'
	5	Elite Core PC12-TFM-5 12 GAUGE POWER CABLE - Edison M to True 1 F - 5'
	5	Elite Core PC12-TFM-10 12 GAUGE POWER CABLE - Edison M to True 1 F - 10'
























IMAGE	QTY	DESCRIPTION
	5	Elite Core PC12-TFM-25 12 GAUGE POWER CABLE - Edison M to True 1 F - 25'
	4	Elite Core PC12-AM-5 12 GAUGE POWER CABLE - Edison M to PC - 5'
	8	Elite Core PC12-AM-10 12 GAUGE POWER CABLE - Edison M to PC - 10'
	8	Elite Core PC12-AM-25 12 GAUGE POWER CABLE - Edison M to PC - 25'
	5	Elite Core PC12-TFB-1.5 12 GAUGE POWER CABLE - Powercon to True1 TOP Adapter
	30	Elite Core CSD5-NN-5 5-PIN DMX CABLE - 5'
	30	Elite Core CSD5-NN-10 5-PIN DMX CABLE - 10'
	30	Elite Core CSD5-NN-15 5-PIN DMX CABLE - 15'
	15	Elite Core CSD5-NN-25 5-PIN DMX CABLE - 25'
	5	Elite Core CSD5-NN-50 5-PIN DMX CABLE - 50'
	2	Elite Core CSD5-NN-75 5-PIN DMX CABLE - 75'
	4	VRL VRLDMXTERMINATOR VRL VRLDMXTERMINATOR 3 Pin And 5 Pin DMX Terminator Set
	2	Elite Core CSP-5PF5PF-1 PATCH CABLE, 5-PIN FEMALE TO 5-PIN FEMALE
	2	Elite Core CSP-5PM5PM-1 PATCH CABLE, 5-PIN MALE TO 5-PIN MALE

IMAGE	QTY	DESCRIPTION
	2	Elite Core SOCO-CPT-MF-50 19 PIN SOCAPEX EXTENSION CABLE
	2	Elite Core SOCO-BO-F-STAG STAGGERED SOCAPEX BREAKOUT CABLE - INDIVIDUAL CHANNEL LENGTHS 5', 10', 15', 20', 25', 30'
	6	ETC SELON-7.5 Diffuser 7.5"/190mm Narrow Oval 35° (in frame) - Black, for D40 & CS PAR
	6	ETC SELOM-7.5 Diffuser 7.5"/190mm Medium Oval 45° (in frame) - Black, for D40 & CS PAR
	6	ETC SELOW-7.5 D40/CSPAR Wide Oval Diffuser in Frame, black
	8	Liberty Wire & Cable 24-4P-L5-EN-BLK CAT5E 350 24/4P UTP CMR BLACK

26 05 53 - RACEWAYS AND BOXES

IMAGE	QTY	DESCRIPTION
	2	Elite Core SOCO-CPT-MF-50 19 PIN SOCAPEX EXTENSION CABLE
	2	Elite Core SOCO-BO-F-STAG STAGGERED SOCAPEX BREAKOUT CABLE - INDIVIDUAL CHANNEL LENGTHS 5', 10', 15', 20', 25', 30'
	2	Elite Core CSD5-NN-50 5-PIN DMX CABLE - 50'

ADD-ALT-1 ADDITIONAL THEATRICAL LIGHTING FIXTURES

11 61 91 - THEATRICAL LIGHTING INSTRUMENTS












IMAGE	QTY	DESCRIPTION
	5	ETC CSSPOTVMVS ColorSource Spot V, ETL, light engine with EDLT shutter barrel, with Multiverse, black
	5	ETC 426EDLT 26° EDLT lens tube, black

IMAGE	QTY	DESCRIPTION
	4	ETC CSPARDB ColorSource PAR Deep Blue, XLR, black
	2	ETC CSFRESVMV ColorSource Fresnel V, w/ Multiverse, black
	2	ETC 400BD Barn door, 4-leaf with extension ring, 7.5 in / 190 mm, black
	2	ETC 400PTH6 Top hat, 7.5 in / 190 mm, 6 in / 150 mm tube, black
	15	Lux AVL Inc. Cables & Clamps
	4	ETC SELON-7.5 Diffuser 7.5"/190mm Narrow Oval 35° (in frame) - Black, for D40 & CS PAR
	4	ETC SELOM-7.5 Diffuser 7.5"/190mm Medium Oval 45° (in frame) - Black, for D40 & CS PAR
	4	ETC SELOW-7.5 D40/CSPAR Wide Oval Diffuser in Frame, black
	4	Martin 9025121796 Martin ERA 400 Performance CLD

DIVISION 26 - ELECTRICAL REQUIREMENTS

26 05 53 - RACEWAYS AND BOXES










IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. Conduit AV Division 27 Low voltage conduit, boxes, gutters, and install labor
	1	Lux AVL Inc. Conduit Lighting Division 26 Low voltage conduit, boxes, gutters, and install labor

IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. Electrical Allowance High voltage eletrical for 6 additional outlet circuits for AV, as well as 12 circuits for socopex lighting power

26 50 00 - LIGHTING FIXTURES

IMAGE	QTY	DESCRIPTION
	26	Lux AVL Inc. Custom ELECTRICAL Demo existing lighting fixtures
	9	Altman Lighting CDP200-**-KO-*** CDP200 TW KO B CDP 200 Pendaent B PCL Bare 12 XX; XLR 5 25 Chalice 200 Watt Pendant Mount Downlight with Hardwire Connection
	8	Altman Lighting ACD40-**-**-*** ACD40 S 45 RGBACL B Chalice 40 Watt Pendant Mount Downlight
	10	Altman Lighting ACD40-**-**-*** ACD40 S 45 RGBACL B; CD40 OP ML Chalice 40 Watt Pendant Mount Downlight
	9	Altman Lighting ACD40-**-**-*** ACD40 R 45 RGBACL B Chalice 40 Watt Pendant Mount Downlight
	8	Liberty Wire & Cable 24-4P-L5-EN-BLK CAT5E 350 24/4P UTP CMR BLACK

26 61 11 - THEATRICAL LIGHTING POWER AND CONTROLS
















IMAGE	QTY	DESCRIPTION
	1	ETC ION XE 20 12K-US Ion Xe 20 Console, 12,288 Outputs
	2	Dell P2418HT 24' Touchscreen Monitor
	21	ACE Backstage Custom Wall Plate Custom Plates per table on XL601
	2	CDW 3866964 SANDISK 256GB ULTRA FLASH DRIVE USB
	1	APC APC-BE850G2 APC BE850G2 Back-UPS 850VA Battery Backup & Surge Protector for Electronics and Computers -x2 USB Charging Ports

IMAGE	QTY	DESCRIPTION
	2	ETC R20 Dual 20A Relay module
	2	Elite Core PROCAT6A-S-EE-25-RS Elite Core PROCAT6A-S Ultra-Flexible Shielded Tactical CAT6A - 25'
	2	Elite Core CSD5-NN-25 5-PIN DMX CABLE - 25'
	8	ETC RSN-DMX4-T-RACK Response Mk2 Four-port DMX/RDM Terminal Gateway with rack mount kit
	2	Cisco CBS350-24P-4X-NA CBS350 Managed 24-port GE, PoE
	1	ETC EOS FW 20 Eos Fader Wing 20 with power supply
	1	ETC RSN-MIDI-RM Response MIDI Gateway, Rack-mount
	1	ETC RSN-SMPTE-RM Response SMPTE Gateway, Rack-mount
	1	ETC N3GA-RM Gateway Rack-mount Kit
	1	ETC ETCNOMAD BASE ETCnomad USB key, base (1024 outputs)
	1	APC SMT1500RM2UCUS APC SMART-UPS 1500VA LCD RM 2U 120V US
	1	Lux AVL Inc. Labeled keystone patch bay 24 port RJ45 keystone patch bay
	1	Lux AVL Inc. Miscellaneous Rack Accessories Blanks, Lacing Bars, power, and cable management accessories












DIVISION 27 - COMMUNICATIONS REQUIREMENTS

LOUDSPEAKERS




IMAGE	QTY	DESCRIPTION
	3	L-Acoustics A10i-BUMP Flying frame for vertical deployment of A10iW
	6	L-Acoustics A10i FOCUS 2-way passive constant curvature WST® 10° enclosure: 10" LF+ 2.5" HF diaphragm (installation version)
	6	L-Acoustics A10i FOCUS-LINK Rigging plates for A10i Focus
	6	L-Acoustics A10i WIDE 2-way passive constant curvature WST® 30° enclosure: 10" LF+ 2.5" HF diaphragm (installation version)
	6	L-Acoustics A10i WIDE-LINK Rigging plates for A10i Wide
	2	L-Acoustics A15i-BUMP Flying frame for vertical deployment of A15i and KS21i
	4	L-Acoustics KS21i High power compact subwoofer: 1 x 21" (installation version)
	4	L-Acoustics KS21i-LINK Rigging plates for KS21i x4 (Front x2, Rear x2)
	4	L-Acoustics 5XT 2-way passive coaxial enclosure: 5" LF + 1" HF diaphragm
	4	L-Acoustics ETR5 Adjustable U-bracket: 5XT
	5	Polar Focus ZBHC-15-300 15" ZBEAM TO CHEESE CLAMP
	4	Adaptive Technologies Group BC3-8-0 Beam Clamp, 3-8", 1 Ton w/1/2", No Eye
	4	Adaptive Technologies Group UB-MT-500NPT Pipe Adapter, 1/2" sched 40, for U-Brackets

IMAGE	QTY	DESCRIPTION
	17	Lux AVL Inc. Custom Existing 70v Facilities Loudspeakers
	4	JBL Professional EON715 JBL EON715 15" POWERED LOUDSPEAKER
	6	Lux AVL Inc. Speaker Rigging Speaker rigging, cost per rig point - 1 year Lux AVL Warranty, Non wear item, 15 year + expected useful life




AUDIO PROCESSING

IMAGE	QTY	DESCRIPTION
	2	L-Acoustics LA4X US Amplified controller with PFC 4 x 1000 W /8 Ohms. Ethernet network. AES/EBU. US version
	1	L-Acoustics LA7.16i US Install-specific amplified controller 16 x 1300 W / 8 Ohms. US version.
	1	L-Acoustics P1 US Digital audio processor and measurement platform: 20 x 18 mic/line AES/EBU and AVB. US version.
	1	L-Acoustics LS10 US 10-port AVB Switch. US Version
	1	QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.
	1	QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual.
	1	QSC SLDAN-16-P Q-SYS Software-based Dante 16x16 Channel License, Perpetual.
	2	QSC TSC-70-G3 Q-SYS 7” PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
	1	QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.
	1	QSC Cinema MP-A80V 1600W FlexAmp technology Hi-Z / Lo-Z amplifier, 8 x 200W into 4Ω, 8Ω, 70V and 100V, Highpass filter per channel, GPIO for Remote Standby and Amp Status

AUDIO MIXING

IMAGE	QTY	DESCRIPTION
	1	Midas DL32-UL 32 Input, 16 Output Stage Box with 32 Midas Microphone Preamplifiers, ULTRANET and ADAT Interfaces
	1	Klark Teknik DN32-DANTE Audinate Dante Expansion Module with up to 32 Bidirectional Channels
	1	Klark Teknik DN9610 Dual Port AES50 Repeater with up to 100 Metre Range

WIRELESS MICROPHONES

IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. Custom OFE Wireless installation
	2	Shure UA844+SWB Five-way active antenna splitter and power distribution system for QLX-D®, ULX®, ULX-D®, SLX®, and BLX® (BLX4R only) receivers. (470-952 MHz)
	2	Shure UA864US Wall-Mounted Wideband Antenna

SUPPORT INFRASTRUCTURE







IMAGE	QTY	DESCRIPTION
	1	Clear-Com ARCADIA-X4-16P Arcadia Central Station: (16) Licensed Ports, 1RU with FreeSpeak, HelixNet, 4-wire, 2-wire, I.V. Direct, Dante, 2nd PSU, 4 pin XLR-M HS
	4	Clear-Com FSII-BP19-X4-US FreeSpeak II Beltpack: 1.9GHz, US
	4	Clear-Com CC-300-X4 Headset: Single Ear, Medium weight, XLR (F) 4 pin with Dynamic Mic, Boom switch. Inc. headset bag
	1	Clear-Com FSII-TCVR-IP-19-US FreeSpeak II Transceiver: 1.9GHz, IP, US for (10) FSII-BP19 beltpacks
	1	Clear-Com AC60 FreeSpeak II Charger
	1	Williams AV FM T55CD-00 FM Plus Large-area Dual FM and Wi-Fi base transmitter with network control, OLED display, DSP audio processing, room control via Telnet commands, Dante ethernet input, analog XLR input and line output. Includes: (1) ANT 025 antenna, (1) TFP 048 power supply, (1) WCA 013 audio cable, (1) WLC 004 line cord. FM operates in the 72-76 MHz band.

IMAGE	QTY	DESCRIPTION
	1	Williams AV IDP 008 ADA wall plaque.
	1	Williams AV RPK 005 Rack panel kit. For one FM T55 C / FM T55 CD / WF T5 C / WF T5 CD transmitter in one IEC rack space.
	12	Williams AV PPA R38N Multi-channel FM receiver with OLED display. Includes (1) belt clip, (1) stereo plug. No batteries. No earphone.
	3	Williams AV NKL 001-S Neckloop. 18" cord. 3.5mm stereo plug. For use only with WaveCAST receiver (WF R1).
	12	Williams AV BAT 026-2 Two (2) 1.2-volt AA rechargeable NiMH batteries.
	12	Williams AV EAR 022 Surround earphone. Hangs on outside of ear. Mono 3.5 mm plug
	1	Williams AV CHG 3512 12-bay, drop-in charger for up to 12 PPA T46 transmitters or FM, Infrared or Loop body-pack receivers. Power Supply Included.
	1	Williams AV ANT 024 Dipole wall-mount antenna with F-connector for use with large-area 72 MHz FM transmitters. 75 Ohm.
	1	Audix M1250B MIC, COND, MICRO, 12MM CARD CAPS, BLK, R
	2	Bittree B96DC-FNABH/E3 M2OU12B 969A409 - 1.5 RU BLACK 2x48 MONO SPACED WITH 2 OVER/UNDER TYPE DESIGNATION STRIPS, DIGITAL/ANALOG, FRONT PROGRAMMABLE, FULL NORMAL, BUSSED (COMMON) GROUNDS, E3 REAR INTERFACE (MATING HARDWARE INCLUDED) IN A 12" CHASSIS, BANTAM PATCHBAY
	24	Bittree BPC1200-110 Bantam (TT) patchcord, 12" (30 cm), Black
	24	Bittree BPC2400-110 Bittree BPC2400 to 110 TT Patchcord Nickel 24 Inch - Black
	2	Bittree PCHA Patchcord holder, audio
	1	ACE Backstage Custom Wall Plate CUSTOM NL4 RACK PATCH PLATE

CAMERAS, VIDEO MONITORING, VIDEO RECORDING


















IMAGE	QTY	DESCRIPTION
	1	Lux AVL Inc. Custom Owner provided, Contractor installed Production Switcher
	2	Lux AVL Inc. Custom Owner provided, Contractor installed PTZ Camera
	2	Lux AVL Inc. Custom Owner provided, Contractor installed 34" monitors
	1	Lux AVL Inc. Custom Owner provided, Contractor installed projector screen
	4	Lux AVL Inc. Custom Owner provided, Contractor installed video recorders
	1	Lux AVL Inc. Custom Owner provided, Contractor installed video streaming encoder
	1	Lux AVL Inc. Custom Owner provided, Contractor installed Blu Ray Player
	1	Lux AVL Inc. Custom Owner provided, Contractor installed CD Player
	1	Lux AVL Inc. Custom Owner provided, Contractor installed projector
	1	Lux AVL Inc. Custom Owner provided, Contractor installed production switcher controller
	3	Visionary Solutions DuetE-2 A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante
	5	Visionary Solutions D4100 A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE
	2	Visionary Solutions E4100 A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE

IMAGE	QTY	DESCRIPTION
	1	Bittree BIT-S64H-1MWNBK Bittree S64H-1MWNBK 64-Point 12GHz 4K/8K Mini-WECO Mid-Size Video Patchbay - 2x32 1.5RU
	8	Bittree BIT-VPCMK1200-75 Bittree VPCMK1200-75 12GHz Mini-WECO Midsize 75-Ohm Video Patch Cable - 12-Inch - Black
	8	Bittree BIT-VPCMK2400-75 Bittree VPCMK2400-75 12GHz Mini-WECO Midsize 75-Ohm Video Patch Cable - 24-Inch - Black
	1	Bittree PCHA Patchcord holder, audio

NETWORKING

IMAGE	QTY	DESCRIPTION
	1	Netgear GSM4248PX-100NAS M4250 40G8XF POE plus MNGD SW
	2	Bittree BIT-DSKP124BC6FS Bittree DSKP124B-C6FS 1RU 1X24 CAT6 RJ45/RJ45 Shielded DES Patch Panel with Tie Bar - Black
	48	Lux AVL Inc. Network Cables Necessary network patch cables
	2	Bittree PCHA Patchcord holder, audio

CABLING & PLATES




















IMAGE	QTY	DESCRIPTION
	3	ACE Backstage Custom Wall Plate AV 01 - STAGE FLOOR BOX
	1	ACE Backstage Custom Wall Plate AV04 FOH PLATE
	4	ACE Backstage Custom Wall Plate COM 2 - WIRELESS COM TRANSCIEVER PLATE
	2	ACE Backstage Custom Wall Plate SP03 - UNDER BALCONY SPEAKER CONNECTION PLATE

IMAGE	QTY	DESCRIPTION
	5	ACE Backstage Custom Wall Plate CAM 1 - CAMERA PLATE
	2	ACE Backstage Custom Wall Plate DS01 - DISPLAY CONNECTION PLATE
	2	ACE Backstage Custom Wall Plate PJ01 - PROJECTOR PLATE
	2	ACE Backstage Custom Wall Plate RF01 - ANTENNA PLATE
	1	ACE Backstage Custom Wall Plate ALS 1 - ALS PLATE
	2	ACE Backstage Custom Wall Plate SP 01 - MAIN SPEAKER CONNECTION PLATE
	1	ACE Backstage Custom Wall Plate SP 02 - SPEAKER AND SUBWOOFER CONNECTION PLATE
	3	ACE Backstage Custom Wall Plate MIC 1 - CHOIR MICROPHONE INPUT
	1	ACE Backstage Custom Wall Plate CAM 2 - CAMERA PLATE
	3	Liberty Wire & Cable 22-1P-CMP-EZ-BLK Black High-Performance EZ-Strip Broadcast Audio 22 AWG 1 Pair Shielded Plenum Cable
	1	Liberty Wire & Cable 12-2C-BLK COMMERCIAL 12/2 CL3R BLACK
	2	Liberty Wire & Cable 16-2C-BLK COMMERCIAL 16/2 CMR BLACK
	1	Liberty Wire & Cable 24-4P-L6A-BLK-RAN CAT6A 10G U/UTP 23/4P CMR BLK
	1	Liberty Wire & Cable RG58-CMR-BLK Black Microwave and Wireless RF195 RG58 Solid Dual Shield Cable
	2	Liberty Wire & Cable 18-CMR-SD-BLK SDI COAX RG6 HD CMR BLACK

MISC

IMAGE	QTY	DESCRIPTION
	2	Lux AVL Inc. Miscellaneous Rack Accessories Blanks, Lacing Bars, power, and cable management accessories
	1	Middle Atlantic UPS-S1500R UPS STD 1500VA
	1	Lux AVL Inc. CUSTOM OFE 44RU Rack
	1	Lux AVL Inc. CUSTOM OFE 12RU Rack

ADD-ALT-2 ADDITIONAL COMS

SUPPORT INFRASTRUCTURE

IMAGE	QTY	DESCRIPTION
	1	Clear-Com FSII-BP19-X4-US FreeSpeak II Beltpack: 1.9GHz, US
	1	Clear-Com CC-300-X4 Headset: Single Ear, Medium weight, XLR (F) 4 pin with Dynamic Mic, Boom switch. Inc. headset bag
	1	Clear-Com FSII-TCVR-IP-19-US FreeSpeak II Transceiver: 1.9GHz, IP, US for (10) FSII-BP19 beltpacks

ADD-ALT 3 - NEW WIRELESS MICS

WIRELESS MICROPHONES





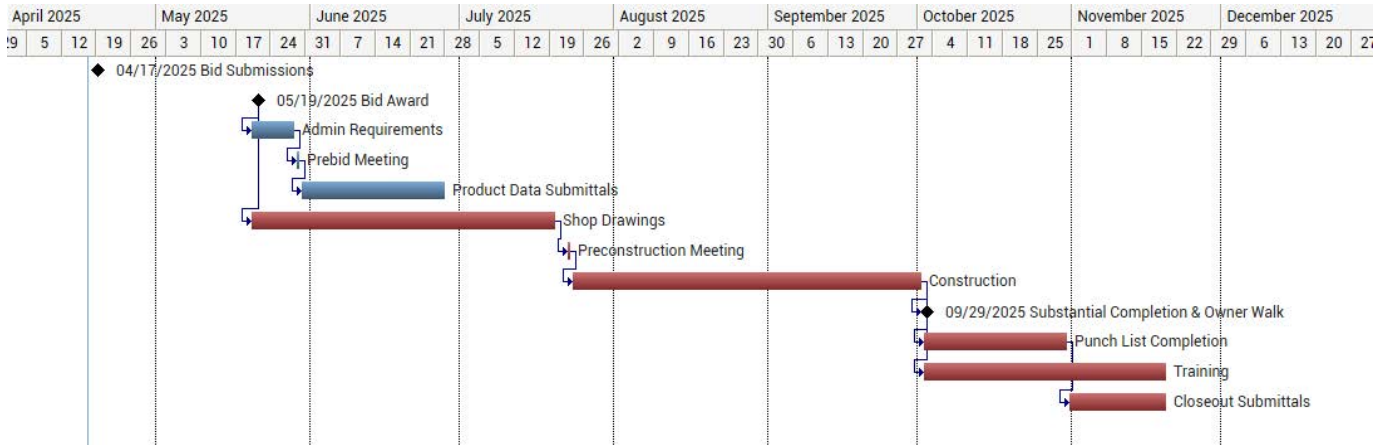
IMAGE	QTY	DESCRIPTION
	2	Shure ULXD4Q--G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware

IMAGE	QTY	DESCRIPTION
	4	Shure ULXD2/B58--G50 Handheld Transmitter with BETA 58A® Microphone
	4	Shure ULXD1--G50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector
	4	Shure WL185MB/C-TQG LAVALIER MICROPHONE, CARDIOID, BLACK

Project Schedule



*Project schedule is subject to change based upon date of award, pre-bid meeting, manufacture delays, and submittal acceptance.

Bid Conformance Matrix

Div 01 - General Requirements	Lux AVL Conforms	Div 26 - Electrical	Lux AVL Conforms
Submittals	✓	Altman LED House Lighting	✓
Monthly Progress Meetings	✓	ETC ION Lighting Console & Accessories	✓
Div 02 - Existing Conditions		UPS Backup Power	✓
Site storage, Dumpster, Scaffolding, Cleaning	✓	ETC DMX Gateways	✓
Div 05 - Metals		ETC Nomad	✓
Aws D1.1/D1.1M Certified Welding	✓	Network Switches	✓
Shop Drawings	✓	Distribution Wall Plates	✓
Fabrication and Materials	✓	High Voltage Conduits, Raceways, and Circuits	✓
Div 06 - Wood, Plastics, Composites		Low Voltage Conduits, Raceways, and Circuits	✓
Rough Carpentry	✓	Licensed Electrician	✓
Div 09 - Finishes		Spares	✓
Paint, Touch-ups, Trim, and Repairs	✓	Div 27 - Communications Requirements	
Div 11 - Equipment		Loudspeaker - L-Acoustics & Other Brands	✓
Rose Brand Adjustable Acoustics	✓	Audio Processing - DSP Amplifiers Q-sys Control	✓
iWeiss Hoists and Rigging	✓	Audio Mixing - Midas stage box & Klark Technik Dante	✓
ETC Theatrical Lighting Fixtures	✓	Wireless Microphones - OFE Wireless + Shure Antennas & Add-Alt #3	✓
ETC Relay Modules	✓	Support Infrastructure - Clear Com System, Williams ALS, & Patch bays & Add-Alt #2	✓
ETC Sensor CEM3 Upgrade	✓	Cameras, Video Monitoring, Video Recording - OFE Integration & Vissionary Solutions	✓
Additional Fixtures Add-Alt #1	✓	Networking - Netgear switches & Bittree patchbays	✓
		Cabling & Plates - Infrastructre cabling & custom wall plates	✓
All System Training & Closeout Documents	✓	Misc - OFE Racks & new rack accessories	✓

EXHIBIT C

INSURANCE REQUIREMENTS

City and County of Broomfield Insurance Requirements

Including General Liability, Automobile, and Workers' Compensation

General Requirements (Version dated December 2024)

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

Insurance Requirements

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

Commercial General Liability

Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. For contracts involving vendor/contractor contact with minors or at risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements and listed on the certificate.

Minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project aggregate for construction contracts)
- \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)

Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos).

Minimum limits:

- \$1,000,000 each accident combined single limit
- If hazardous materials are transported, an MCS 90 form shall be included on the policy

Workers' Compensation

Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act and when such contractor or subcontractor provides an appropriate sole proprietor letter.

Employer's Liability with minimum limits:

- \$100,000 Each Accident
- \$100,000 Each Employee by Disease
- \$500,000 Disease Aggregate

Deviations

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

Certificate Holder/Certificate of Insurance (COI)

On all Certificates of Insurance the following shall be named an Additional Insured and included on the Certificate provided:

The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability, Excess Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.

City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020-2495
certificates@broomfield.org



C. Proposed Resolution Multi-Year Support Agreement Renewal with Tyler Technologies, Inc.

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Kateri Abeyta, Director of Information Technology	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

In April 2020, Council approved a multi-year support agreement with Tyler Technologies, Inc. for ongoing software license, maintenance, and support fees of New World, the Police Records Management system. New World has been in production since 2015 and continues to be a critical and integral part of how public safety is coordinated and recorded by the Broomfield Police Department. Resolution No. 2025-45 would approve a Support Amendment providing for the support and maintenance agreement for software licenses, maintenance, and support fees for New World from Tyler Technologies, Inc. for a one year term effective June 1, 2025 in an amount not to exceed \$379,211. The Support Amendment provides an option for three additional renewals.

Attachments

[Proposed Resolution No. 2025-45 Agreement with Tyler Technologies, Inc..pdf](#)

[Tyler Resolution 2025-45 \(1\).pdf](#)

[Broomfield, CO 2025 Maintenance and Support Agreement 042325 - signed \(1\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

In April 2020, Council approved a multi-year support agreement with Tyler Technologies, Inc. for ongoing software license, maintenance, and support fees of New World, the Police Records Management system. New World has been in production since 2013 and continues to be a critical and integral part of how public safety is coordinated and recorded by the Broomfield Police Department.

The annual renewal of maintenance and support for New World public safety software includes 24/7 access to technical resources, software updates, enhancements, critical fixes to maintain compliance with state and federal mandates, and maintenance for a multitude of integrations with other public safety systems.

Tyler Technologies, Inc. is also the software vendor for a number of technologies in use by multiple CCOB departments including Eagle E-Recording utilized by Clerk & Recorder, Eagle Treasurer utilized by Finance, and Eagle Assessor and Marshall & Swift utilized by Assessor.

B.M.C. § 3-20-040 of the Municipal Code requires City Council approval to authorize annual aggregate spending with a single vendor in excess of \$200,000.

Resolution No. 2025-45 would approve a Support Amendment providing for the support and maintenance agreement for software licenses, maintenance, and support fees for New World from Tyler Technologies, Inc. for a one year term effective June 1, 2025 in an amount not to exceed \$379,211. The Support Amendment provides an option for three additional renewals.

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
01-18700-53630 IT Ops-R & M Svcs-Electronics	\$379,211
2025 Software license, maintenance, and support fees from Tyler Technologies, Inc.	-\$379,211
Projected Balance	\$0

Prior Council or Other Entity Actions

[April 21, 2020](#) Approved an Agreement by and between The City and County Of Broomfield and Tyler Technologies, Inc. for Multi-Year Support Agreement Renewal

[November 12, 2019](#) Approved Annual Aggregate Spending for Purchases from Tyler Technologies, Inc.
October 22, 2013 Approved Initial Agreement with New World Systems (now Tyler Technologies, Inc.) to the purchase and implementation of the New World Public Safety software solution, which went live April 2013.

Proposed Actions / Recommendations

If Council desires to approve the Support Amendment with Tyler Technologies, Inc. for New World software license, maintenance, and support fees, the appropriate motion is...

That Resolution 2025-45 be adopted.

Alternatives

Direct staff to research other vendors.

RESOLUTION NO. 2025-45

A resolution authorizing and approving an agreement by and between The City and County of Broomfield and Tyler Technologies, Inc. for the renewal of maintenance and support for New World Public Safety Software

Section 1.

The Support Agreement by and between the City and County of Broomfield and Tyler Technologies for New World Public Safety Software, attached hereto in the amount of \$379,211 for the term of June 1, 2025 through May 31, 2026 is approved.

Section 2.

The Mayor or the 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 designee thereof, is authorized to approve purchase orders to Tyler Technologies, Inc. for continued and on-going maintenance in accordance with the terms of the Support Agreement for three additional one-year periods subject to annual budget appropriations being approved by the City Council for such services.

Section 4.

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

Approved on May 13, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND TYLER TECHNOLOGIES, INC. FOR THE RENEWAL OF MAINTENANCE AND SUPPORT FOR
NEW WORLD PUBLIC SAFETY SOFTWARE

1. PARTIES. The parties to this Agreement for the renewal of maintenance and support for New World Public Safety Software (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Tyler Technologies, Inc. (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City is seeking to purchase maintenance and support as relates to Tyler Technologies, Inc. On October 22, 2013, Council approved a contract with New World Systems (now Tyler Technologies, Inc.) for the purchase and implementation of the New World Public Safety software solution (the “Original Agreement”). The New World software Client licensed under the Original Agreement shall mean “Tyler Software” for purposes of this Agreement.
 - 2.2. The Contractor’s response to the above referenced RFP was determined to be of best value to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into an Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Term. The Term of this Agreement shall commence June 1, 2025 and extend and be effective through May 31, 2026. This Agreement may be renewed for three (3) 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. Scope. The Contractor shall furnish the maintenance and support services in accordance with the Scope of Work attached hereto as Exhibit A and incorporated by this reference.
 - 3.3. Price. The City shall pay the Contractor for goods and services set forth in the Scope of Work in accordance with the amount or amounts shown in the Pricing Schedules attached as Exhibit B and incorporated by this reference. Total payments under this Agreement shall not exceed \$379,210.71.

- 3.4. Payment. The Contractor will issue invoices for products and/or services delivered or rendered pursuant to this Agreement annually in advance and in accordance with Contractor's Invoicing and Payment Policy. Invoices shall be paid within thirty (30) days of approval by the City representative.
4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The Parties each designate an authorized representative as follows:
- 4.1. The City designates Robert Belton as the authorized representative of the City under this Agreement. Email address is rbelton@broomfield.org.
- 4.2. The Contractor designates the Chief Legal Officer as the authorized representative of the Contractor under this Agreement. Email address is Bill.VanAsselt@tylertech.com.
- If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.
5. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
6. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all third-party claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of (a) personal injury or property damage to the extent caused by Contractor's negligence or willful misconduct; or (b) Contractor's violation of a law applicable to Contractor's performance under this Agreement. In the event that any such suit or action is brought against the City, the City will give prompt notice thereof to the Contractor. City agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.
7. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts set forth in Exhibit C, from an insurer with an

AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.

8. 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.
9. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. Prior to commencing any work, any 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.
10. PROTECTION OF PROPERTY. All City property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by the Contractor while performing on-site services pursuant to this Agreement. The Contractor shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
11. 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.
12. 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 thirty (30) days written notice to the Contractor. The City's fiscal year is currently the calendar year.

13. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
14. 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.
15. 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.
16. 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.
17. 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.
18. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, upon mutual written consent by both Parties.
19. DOCUMENTS.
 - 19.1. Contractor retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Contractor under this Agreement. City does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services. City shall not provide copies of any Contractor material or data to anyone without express written consent of the Contractor.
 - 19.2. City retains all ownership and intellectual property rights to the data. City expressly recognizes that except to the extent necessary to carry out Contractor's obligations contained in this Agreement, Contractor does not create

or endorse any data used in connection with the SaaS Services. Contractor shall not provide copies of any City material or data to anyone without express written consent of the City. Upon termination of this agreement, Contractor will give the City a copy of all City data.

20. 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 from creation, and shall be subject to review, inspection and copying by the City once per year on one week advance written notice.
21. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
22. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
23. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
24. 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.
25. 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.
26. 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 force majeure events such as 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. In the event of a force majeure event, the Parties shall mutually agree upon a revised project plan. Tyler

reserves the right to review and discuss with City, City's ability to suspend payment in the event of a force majeure event.

27. 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.
28. 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.
29. 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.
30. 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 a state or federal court of competent jurisdiction in or serving Broomfield County, Colorado.
31. 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.
32. TERMINATION. This Agreement may be terminated as set forth below. In the event of termination, the City will pay the Contractor for all undisputed fees and expenses related to the software, products, and/or services the City has received, or the Contractor has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section 33.
 - 32.1. For Cause. If the City believes the Contractor has materially breached this Agreement, the City will invoke the Dispute Resolution clause set forth in Section 33. The City may terminate this Agreement for cause in the event the Contractor

does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section 33. In the event this agreement is terminated For Cause, the City shall be entitled to a refund of a prorated portion of the annual contract price for the days that are unused as a result of the termination.

- 32.2. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more. In the event this Agreement is terminated for a Force Majeure event, the City shall be entitled to a refund of a prorated portion of the annual contract price for the days that are unused as a result of the termination.
- 32.3. Convenience. Either party may terminate this Agreement for any reason upon sixty (60) days advance written notice.
- 33. DISPUTE RESOLUTION. City agrees to provide Contractor with written notice within thirty (30) days of becoming aware of a dispute. City agrees to cooperate with Contractor in trying to reasonably resolve all disputes, including, if requested by either Party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the Parties fail to resolve the dispute, then the Parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either Party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent City or Contractor from seeking necessary injunctive relief during the dispute resolution procedures.
- 34. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 35. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. Contractor, in the performance of services, will comply with applicable state and federal laws, including their implementing rules and regulations authorized and issued thereunder, in effect as of the Effective Date, and if the Agreement is renewed pursuant to Paragraph 3.1, any such renewal date, such as

HB 21-1110, HB 24-1454 and the Americans with Disabilities Act. Should laws, including rules and regulations, applicable to Contractor's performance under the Agreement change after the Effective Date, Contractor reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law or regulation.

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

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

This Agreement is executed by the Parties hereto in their respective names as of _____, 2025.

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

Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

TYLER TECHNOLOGIES, INC.

By: Sherry Clark
Name: Sherry Clark
Address: Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, Texas 75024

EXHIBIT A
MAINTENANCE AND SUPPORT SCOPE OF WORK

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Exhibit A

Maintenance and Support Scope of Work

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on June 1, 2025 and remains in effect through May 31, 2026. The Agreement may be renewed for three (3) successive one-year terms upon the same terms and conditions by written amendment executed by both Parties. Such renewal will be the prerogative of the City and is not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.
2. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 2.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 2.2 a) provide telephone support during our established support hours, as outlined in the Support Call Process.

b) Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD only. After 9:00 p.m., the Enterprise CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

 - All calls are answered immediately by an answering service and transferred to an on-call expert.
 - In rare situations, if the on-call expert is not immediately reached, you leave a message and we will respond within 30 minutes at the maximum.
 - Our on-call experts work quickly to ensure the emergency situation is rectified quickly.
 - Any follow up or root cause of emergency issues is handled by our support team the following business day via a case that gets reported by the on-call expert.
 - 2.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services; and
 - 2.4 provide you with a copy of all releases to the Tyler Software (including updates and



enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

2.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

3. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
4. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you; and
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
5. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 6. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided as Schedule A to Exhibit 1.



Exhibit A Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 9 PM ET (Monday – Friday). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days. For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Order of Escalation:

1. Client Success Account Manager
2. Client Executive
3. Support Manager
4. Support Director

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

EXHIBIT B
PRICE SCHEDULE

Maintenance and Support Fees. City's maintenance and support fees for the initial term for the Tyler Software will be \$379,210.71. City's fees for subsequent terms shall be at Tyler's then-current rates as listed in the applicable invoice; provided, however, that such fees shall not increase by more than 10% year over year. Contractor reserves the right to suspend maintenance and support services if City fails to pay undisputed maintenance and support fees within thirty (30) days of Contractor's written notice. Contractor will reinstate maintenance and support services only if City pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.

EXHIBIT C
INSURANCE REQUIREMENTS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102891976-GAWXC-GAWXC-25	INSURER(S) AFFORDING COVERAGE	
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Hartford Casualty Insurance Company	29424
	INSURER D: QBE Specialty Insurance Company	11515
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

NYC-011495459-17

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			10UENBA4DHY	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10UENBK8G3C	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			10XHUBC1DGX	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	10WNS88300	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability/Cyber			130001996	06/17/2024	06/17/2025	Limit: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Only

CERTIFICATE HOLDER**CANCELLATION**Tyler Technologies
5101 Tennyson Parkway
Plano, TX 75024

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.






Broomfield, CO 2025 Maintenance and Support Agreement 042325

Final Audit Report

2025-04-23

Created:	2025-04-23
By:	Kiley Aycock (kiley.aycock@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABA3v_TAMkLsFwPINNZcet8-8IE13gbB

"Broomfield, CO 2025 Maintenance and Support Agreement 042325" History

-  Document created by Kiley Aycock (kiley.aycock@tylertech.com)
2025-04-23 - 8:43:33 PM GMT
-  Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2025-04-23 - 8:43:39 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2025-04-23 - 9:08:42 PM GMT
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2025-04-23 - 9:09:18 PM GMT - Time Source: server
-  Agreement completed.
2025-04-23 - 9:09:18 PM GMT



City and County of Broomfield

City Council Regular Meeting

D. Proposed Resolution Intergovernmental Agreement for Peace Officer Behavioral Health Support Grant

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6D.
Presented By	
Mark Goodell, Deputy Chief	
Community Goals	
<input checked="" type="checkbox"/> Organizational Health	

Overview

The Broomfield Police Department (BPD) is focused on ensuring the health and wellness of its police officers, which is a main priority. As part of that goal, the BPD completed a grant application with the State of Colorado Department of Local Affairs for funding opportunities that support peace officer wellness. The request included funding support for officer counseling and training, as well as peer support training.

City and County of Broomfield (CCOB) received an intergovernmental grant agreement from the State of Colorado for the Peace Officer Behavioral Health Support and Community Partnerships Grant program (POMH) to be used by June 30, 2026.

Attachments

[Council Memo for Peace Officer Wellness Grant.pdf](#)

[Resolution 2025-82 Peace Officer Wellness Grant \(2\).pdf](#)

[Please_Sign_POMH-25-034_-_Broomfield_Peace_O\(1\).pdf](#)

Summary

The Broomfield Police Department (BPD) is focused on ensuring the health and wellness of its police officers is a main priority. As part of that goal, the BPD completed a grant application with the State of Colorado Department of Local Affairs for funding opportunities that support peace officer wellness. The request included funding support for officer counseling and training, as well as peer support training.

CCOB received an intergovernmental grant agreement from the State of Colorado for the Peace Officer Behavioral Health Support and Community Partnerships Grant program (POMH) to be used by June 30, 2026.

If approved, Resolution 2025-82 would secure POMH funding for 2025, as well as additional years, based on future appropriations.

Financial Considerations

As shown in the sources and uses of funds summary below, the grant funds are intended to be used as follows:

Sources and Uses of Funds	Amount
State of Colorado funding Through June 30, 2026 State of Colorado: Subject to state Fiscal Funding for Future Years	\$35,000
Officer Wellness Training	\$7,500
Resiliency Counseling Visits for Police Department Staff	\$27,500
Projected Balance	\$0

Prior Council or Other Entity Actions

None

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the agreement, the appropriate motion is
That Resolution 2025-82 be adopted.

Alternatives

Do not approve the agreement, which would mean BPD cannot accept these grant funds.

RESOLUTION NO. 2025-82

A resolution approving an Intergovernmental Agreement with the Colorado Department of Local Affairs for peace officers behavioral health support and community partnerships program

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

Section 1.

The Intergovernmental Agreement between the City and County of Broomfield and Colorado Department of Local Affairs for peace officers behavioral health support and community partnerships, attached hereto, is hereby approved.

Section 2.

Acceptance of the IGA is effective upon the approval of this resolution. The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest any documents needed to effectuate this agreement, in form approved by the City and County Attorney.

Section 3.

The City and County Manager or designee is authorized to approve all future amendments or modifications to the IGA provided such amendments or modifications are consistent with the fundamental purpose of the IGA and grant program.

Section 4.

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

Approved on May 13, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

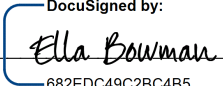
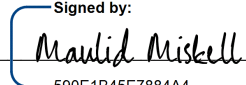
City and County Attorney

POMH
CTGG1 NLAA 202500003660

STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT
SUMMARY OF TERMS AND CONDITIONS

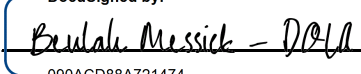
State Agency Department of Local Affairs (DOLA)	DLG Portal Number POMH-25-034	CMS Number 197177
Grantee City and County of Broomfield	Grant Award Amount \$35,000.00	
Project Number and Name POMH-25-034 - Broomfield Peace Officer Behavioral Health Support	Performance Start Date The later of the Effective Date or February 26, 2025	Grant Expiration Date June 30, 2026
Project Description The Project consists of providing Grant Funds to the City and County of Broomfield for provision of counseling services to peace officers and their immediate families.	Program Name Peace Officer Behavioral Health Support and Community Partnerships Grant Program (POMH)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA POMH Program Manager Ella Bowman, (303) 864-7896, Ella.bowman@state.co.us	Funding Account Codes PM2534	
VCUST# 14446	Address Code CN002 EFT	

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  682EDC49C2BC4B5...</p> <p>By: Ella Bowman, POMH Program Manager</p> <p>Date: 2/27/2025 2:32 PM PST</p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director</p> <p>Signed by:  590E1B45E7884A4...</p> <p>By: Maria De Cambra, Executive Director</p> <p>Date: 3/4/2025 10:59 PM MST</p>
---	---

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 3/6/2025 | 6:53 PM MST

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. *Reserved.*

POMH-25-034 - Broomfield Peace Officer Behavioral Health Support

B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. **“Exhibits”** means the following exhibits attached to this Intergovernmental Grant Agreement:

i. Exhibit B, Scope of Project

ii. Exhibit G, Form of Option Letter

E. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. **“Intergovernmental Grant Agreement”** or **“Grant”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. **“Grant Funds”** or **“Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

L. **“Incident”** means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. **“Other Funds”** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

POMH-25-034 - Broomfield Peace Officer Behavioral Health Support

- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R. *Reserved.*
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S. and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Project”** means the overall project described in **Exhibit B**, which includes the Work.
- V. **“Project Budget”** means the amounts detailed in **§6.2 of Exhibit B**.
- W. *Reserved.*
- X. *Reserved.*
- Y. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

POMH-25-034 - Broomfield Peace Officer Behavioral Health Support

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. PURPOSE

The purpose of the Peace Officer Mental Health Support Grant Program is to provide grants to local law enforcement agencies for the purpose of engaging mental health professionals who can provide mental health support services to peace officers. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii.** Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended

POMH-25-034 - Broomfield Peace Officer Behavioral Health Support

or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe

POMH-25-034 - Broomfield Peace Officer Behavioral Health Support

all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State

POMH-25-034 - Broomfield Peace Officer Behavioral Health Support

Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal

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representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in §19 of the main body of this Grant;
- ii. Any executed Option Letter and Amendment;
- iii. The provisions of this Intergovernmental Grant Agreement; and
- iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not

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operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

- i.** Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii.** Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- iii.** The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the

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State to any agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Intergovernmental Grant Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Intergovernmental Grant Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Intergovernmental Grant Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Intergovernmental Grant Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Intergovernmental Grant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Intergovernmental Grant Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect,

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that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Peace Officers Behavioral Health Support and Community Partnerships Grant Program

(POMH). The purpose of the POMH Grant Program, established under C.R.S. 24-32-3501 as amended, is to provide grants to law enforcement agencies, behavioral health entities, county or district public health agencies, community-based social service and behavioral health providers, peace officer organizations, and public safety agencies to be used for:

- 1.1.1.** Co-responder community responses, meaning a model of criminal justice diversion that pairs law enforcement and behavioral health providers to intervene and respond to behavioral health-related calls for police service, utilizing the combined expertise of the law enforcement officer and behavioral health specialist to de-escalate situations and help link individuals with behavioral health issues to appropriate services (C.R.S. 24-32-3501, 2(a));
- 1.1.2.** Community-based alternative responses, meaning a person-centered crisis response to community members who are experiencing problems related to poverty, homelessness, behavioral health, food insecurity, and other social issues, that directs certain calls for police service to more appropriate support providers in lieu of a police response (C.R.S. 24-32-3501, 2(b));
- 1.1.3.** Counseling services for peace officers and their immediate family members, including reimbursing peace officers who have paid the costs of their own counseling services (C.R.S. 24-32-3501, 2(c));
- 1.1.4.** Assistance for law enforcement agencies' development and implementation of policies to support peace officers who are involved in a shooting or a fatal use of force (C.R.S. 24-32-3501, 2(d));
- 1.1.5.** Training and education programs that teach peace officers and their immediate family members the symptoms of job-related mental trauma and how to prevent and treat such trauma (C.R.S. 24-32-3501, 2(e));
- 1.1.6.** Peer support programs for peace officers (C.R.S. 24-32-3501, 2(f)); and
- 1.1.7.** Hiring, contracting, or developing a remote network to provide behavioral health counseling, therapy, or other related support services to peace officers involved in job-related traumatic situations (C.R.S. 24-32-3501, 2(g)).

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of providing Grant Funds to the City and County of Broomfield for provision of counseling services to peace officers and their immediate families.

2.2. Work Description. The City and County of Broomfield (Grantee) will provide mandatory resiliency visits, peer support certification training, burnout recover classes for peace officers provided by TacMobility, a training and education program to teach peace officers and their immediate family members the symptoms of job-related mental trauma and how to prevent and treat such trauma, a remote network to provide counseling to peace officers involved in job-related traumatic situations and counseling services for peace officers and their immediate family members.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant.

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DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses.

2.5.1. *Reserved.*

2.5.2. Eligible expenses for behavioral health support include: consulting fees and RFP/bid advertisements, counseling services including professional counseling, therapy, treatment services, mental health wellness checks, critical incident debriefing, trauma prevention, and reimbursement of expenses for counseling services incurred by a peace officer; peace officer immediate family members are eligible for counseling services, training and education programs associated to job-related trauma of the peace officer and how to prevent and treat job-related trauma, Peer support programs including professional training and oversight, “train the trainer” costs, on-site training and education, and costs of a behavioral health provider; training and education including costs of registration and travel expenses for conferences, retreats, on- or off-site training, membership fees, licenses for software applications; development and implementation of behavioral health policies including consulting fees, printing, training; and hiring, contracting, or developing a remote network to provide behavioral health counseling, therapy, or other related support service including information technology services and training. Travel expenses incurred by peace officers to attend eligible behavioral health training are eligible expenses and include mileage at the current year IRS mileage rate, meals not included with the training event not to exceed the applicable per diem rate, and lodging.

2.5.3. Ineligible expenses shall include but are not limited to: co-responder/community based alternative responses expenses, vehicle purchase or lease, peace officer or first responder regular or overtime wages, retainer-type contracts (e.g., standard fee per month every month), capital improvements (e.g., office renovations), equipment (e.g., uniforms, office furniture, exercise equipment), food, childcare costs, and Grant administration or overhead.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. “Other: Eligible POMH Expenditures” means consultant fees and RFP/bid advertisement costs for provision of behavioral health services, books, audio books, software applications and other education and training materials that provide behavioral health support to peace officers.

3.2. Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is to provide financial relief in the form of reimbursement to eligible entities for approved costs associated with the provision of behavioral health support services.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Broomfield County, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	September 28, 2026

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

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4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes

***State fiscal year runs from July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of **Sheryl Allen, Office Manager, (sallen@broomfield.org)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. None. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

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6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of **\$6.2**, Budget, below.

6.1. Matching/Other Funds. No Match is required.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds
Line #	Cost Category		
1	PM2534 - Other: Eligible POMH Expenditures	\$35,000	\$35,000
	Total	\$35,000	\$35,000

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Payment(s)	\$35,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Total	\$35,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

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OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Program Manager Ella Bowman, (303) 864-7896 Ella.bowman@state.co.us		
Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

<p align="center">STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs</p> <p>By: _____</p> <p align="center">Maria De Cambra, Executive Director</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

<p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p align="center">Beulah Messick, DOLA Controller Delegate</p> <p>Date: _____</p>
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1) OPTIONS: Choose all applicable options listed in §1 and in §2

- ☐ a. Option to extend (*use this option for Extension of Time*)
- ☐ b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- ☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3 rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4 th (Oct-Dec)	2027	January 30, 2028	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

<u>Budget Line(s)</u>		<u>Total Project Cost</u>	<u>Grant Funds</u>	<u>Other Funds</u>	<u>Other Funds Source</u>
<u>Line #</u>	<u>Cost Category</u>				
	Personnel Services Costs	\$ 0.00			Grantee
	Operations/Program Costs				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

<u>Payment</u>	<u>Amount</u>	
Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

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Total		
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c. **For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Personnel Services Costs	\$ 0.00			Grantee
	Operations/Program Costs				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

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City and County of Broomfield

City Council Regular Meeting

E. Proposed Ordinance Amending the Code Regarding Land Use Approvals by Resolution - First Reading

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6E.
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

At the November 2024 coordinated election, registered voters of the City and County of Broomfield voted in favor of a ballot question amending Chapter VI, Section 6.4 of the Broomfield Charter to permit City Council to approve rezonings and other land use cases relating to a specific property by resolution at a public hearing. Proposed ordinance 2252 makes changes to the Broomfield Municipal Code in line with this voter-approved Charter change. Specifically, proposed ordinance 2252 permits rezoning for a specific property and vacation of a preliminary plat or a final plat to be done by resolution.

Attachments

[Proposed Ordinance 2252 Amending the Code Regarding Land Use Approvals by Resolution - First Reading.pdf](#)
[Ordinance No. 2252.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

At the November 2024 coordinated election, registered voters of the City and County of Broomfield voted in favor of a ballot question amending [Chapter VI, Section 6.4](#) of the Broomfield Charter. The ballot question was:

Shall Section 6.4 of the Broomfield Home Rule Charter be amended to permit City Council to approve rezonings and other land use cases relating to a specific property by resolution at a public hearing?

The specific amendment to the Charter was as follows:

Chapter VI Legislation - Section 6.4 Action by Ordinance Required.

In addition to such acts of the Council as are required by other provisions of this charter to be by ordinance, every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing any burden upon or limiting the use of private property, shall be by ordinance; provided, however, that this section shall not apply to **rezonings and other land use cases relating to a specific property, which may be approved by resolution at a public hearing** or the adoption of the budget and levying of an ad valorem tax, as provided in this Charter.

Proposed ordinance 2252 makes changes to the Broomfield Municipal Code in line with this voter-approved Charter change. Specifically, proposed ordinance 2252 permits rezoning for a specific property and vacation of a preliminary plat or a final plat as well as vacations of right of way included with land use approvals to be done by resolution.

Proposed ordinance 2252 also clarifies that references to the “zoning ordinance” or “zoning ordinances,” refers to the zoning code as contained in Title 17, and all the regulations contained in that title. Current references in the Broomfield Municipal Code to the “zoning ordinance” means the zoning regulations and districts contained in [Title 17 of the Broomfield Municipal Code](#). This revised definition proposed in ordinance 2252 clarifies and supports the existing language in the code.

These proposed changes to the code do not remove any notification requirements for any rezone, vacation of plat, or other land use application, nor does it eliminate the public hearing requirement that must occur under the zoning code.

Financial Considerations

There are no financial impacts with this ordinance. There will be increased efficiencies for staff, and individual property owners with this change given that approval by resolution required one reading at a public hearing and not approval by ordinance requiring two readings.

Prior Council or Other Entity Actions

[August 13, 2024](#) - City Council approved Ordinance 2244, submitting to voters a proposed amendment to Chapter VI, Section 6.4 of Broomfield Charter.

[Nov. 5, 2024](#) - Voters approved the changes to Chapter VI, Section 6.4 of the Charter to permit re-zonings and other land use cases relating to a specific property by resolution at a public hearing.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to adopt the proposed ordinance, the appropriate motion is...

That Ordinance No. 2252 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on May 27, 2025.

Alternatives

Do not approve the ordinance. Because the Broomfield Municipal Code requires a zoning ordinance and vacation of plat by ordinances, re-zones and plat vacations impacting only one property would continue to be done by ordinance and not resolution.

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2252

An ordinance to amend the Broomfield Municipal Code, Titles 16 and 17 to address charter amendment changes relating to Broomfield's land use processes.

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

Section 1.

Chapter 17-48 - Amendments, of the Broomfield Municipal Code is amended as follows:

17-48-020 - Procedure for rezoning.

. . .

- (D) The city council shall hold a public hearing on the application. Notice shall be given in accordance with the provisions of chapter 17-52. Following the hearing, the city council shall either deny the application or shall approve it by **ordinance resolution**. ~~An ordinance resolution~~ may impose conditions on rezoning.

Section 2.

Chapter 16-24 - Vacation of Plats, of the Broomfield Municipal Code is amended as follows:

16-24-020 - Vacation by ~~ordinance or~~ resolution.

A vacation of a preliminary plat or a final plat **shall be done by resolution after a public hearing. Notice shall be given in accordance with the provisions of chapter 17-52, B.M.C.** ~~which includes no dedication of streets, easements, rights of way, or other interests in real property may be by resolution or ordinance. A vacation of a plat which includes the dedication of any streets, easements, rights of way, or other interests in real property shall be by ordinance.~~

. . . .

Section 3.

Chapter 17-04, Definitions, of the Broomfield Municipal Code in amended as follows:

17-04-520 - Zoning Ordinance.

Zoning ordinance or **zoning ordinances** means the ~~city~~ Broomfield zoning ~~ordinance~~ **code** contained in Title 17, together with all amendments thereto.

Section 4.

This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on May 13, 2025, and ordered published in full.

Introduced a second time and approved on May 27, 2025, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



City and County of Broomfield

City Council Regular Meeting

F. Proposed Resolution 2025 Broomfield FlexRide Zero Fare Summer Intergovernmental Agreement (IGA) with Regional Transportation District (RTD)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6F.
Presented By	
Sarah Grant, Transportation Manager	
Community Goals	
<input checked="" type="checkbox"/> Mobility <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

The Intergovernmental Agreement (IGA) proposes fare reimbursement paid by Broomfield to the Regional Transportation District (RTD) for the months of June, July and August 2025. In exchange, fares will not be collected onboard the Broomfield FlexRide service to encourage ridership.

Attachments

[Memo for 2025 Broomfield FlexRide Zero Fare Summer.pdf](#)

[Resolution No. 2025-75.pdf](#)

[IGA - 2025 RTD FlexRide Fare Buy Up Agreement](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The Intergovernmental Agreement (IGA) proposes fare reimbursement paid by Broomfield to the Regional Transportation District (RTD) for the months of June, July and August 2025. In exchange, fares will not be collected onboard the Broomfield FlexRide service to encourage ridership.

The RTD FlexRide service, formerly known as the Call-n-Ride, is a curb-to-curb service available to all ages and abilities, connecting riders to Park N Rides and destinations within a designated service area.

The 2025 agreement proposal is to encompass all FlexRide services in Broomfield, including Broomfield, Interlocken, and Broomfield North.

Consistent with ridership trends across many RTD FlexRide services, the Broomfield FlexRide sees significant ridership of youth during the school year, and ridership drops during the summer months, reducing the overall year-round performance of the service.

Beginning in the summer of 2018, in an effort to increase awareness of the service to all residents, Broomfield developed a partnership for a “Free Fare Summer” campaign with RTD to not require fare collection to board during the months of June, July, and August. A grant supported the program.

In the summer of 2018, with the support of Broomfield Communications to advertise the new campaign, there was a 70% increase in ridership in the months of June and July compared to the summer of 2017. Ridership averaged 80 boardings per weekday including older adults, youth, and children under five boarding with guardians, compared to 47 boardings per weekday in June and July in 2017 and 37 boardings per weekday in 2016.

In the summer of 2019, the Broomfield Call-N-Ride was rebranded to the RTD FlexRide, the campaign was utilized again and ridership saw a 50% increase in June and July ridership compared to the summer of 2017.

During the summer of 2020 and 2021, RTD suspended the partnership due to COVID capacity constraints. In September 2021, RTD expanded operational hours of the Broomfield FlexRide to include Saturdays as supported by a grant agreement between RTD and Broomfield.

In 2020, City Council set Greenhouse Gas (GHG) reduction targets, adopted Greenhouse Gas Reduction as a guiding principle, and supported the creation of a Greenhouse Gas (GHG) Reduction Plan. In April 2022, Council was presented the GHG Reduction Plan which included a Transportation strategy: “RTD Incentives & Initiatives” including reduced or free transit passes to encourage ridership and support low-income residents.

Beginning in 2022, RTD identified that subsidized transit fares are not supported by the federal grant that supports the expansion of service and will continue to allow the fare subsidy partnership through the formalization of an Intergovernmental Agreement with fares paid by Broomfield.

In 2023, RTD requested a rebrand of the campaign to “Zero Fare” to align with the 2022 RTD branding for fare subsidy programs and the new Broomfield North FlexRide initiated service in June 2023.

From 2022 to 2023, there was an overall 26.5% increase in annual ridership on all FlexRide services in Broomfield. Additionally, the average ridership during the Zero Fare Summer campaign months was higher than the average for the rest of the year in both years.

The 2023 Zero Fare Summer campaign demonstrated a significant impact on boosting ridership. Broomfield FlexRide, in its fourth year of similar Zero Fare campaign, saw a 14% increase in ridership during the summer months. The Interlocken FlexRide, in its first year of the campaign, saw a 35% increase in ridership.

The 2024 Zero Fare Summer campaign had similar success in boosting ridership in the summer months, with positive feedback about the program heard at various community events. Broomfield FlexRide increased by 4% in the summer months, and sustained a 6% increase throughout 2024. Interlocken FlexRide ridership increased by 42% in summer 2024 compared to 2023 and sustained an overall 42% increase throughout the year in 2024. Broomfield North saw a 50% increase in 2024 compared to its first summer of operation in 2023.

The 2025 Zero Fare Summer IGA proposes a reimbursement of up to \$6,922.41 for Broomfield, Interlocken and Broomfield North FlexRide based on 2023 boardings and cost per boarding for three months of fare.

Proposed Resolution No. 2025-75 will approve an IGA with RTD for reimbursement of Fares for the Broomfield, Broomfield North and Interlocken FlexRide services for June, July and August 2025.

This is an intergovernmental agreement (IGA), and pursuant to City Charter, requires two-thirds of the affirmative vote of the entire City Council for approval.

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
Transportation General Operating Budget - Advertising (01-19650-53440)	\$25,000.00
Broomfield, Interlocken, and Broomfield North FlexRide Fare Reimbursement to RTD	-\$6,922.41
Projected Balance	\$18,077.59

Prior Council or Other Entity Actions

May 10, 2022 - [Resolution No. 2022-68](#) Approving an Intergovernmental Agreement Between Broomfield and the Regional Transportation District for Fare Reimbursement Broomfield FlexRide Service

April 11, 2023 - [Resolution No. 2023-49](#) Approving an Intergovernmental Agreement Between Broomfield and the Regional Transportation District for Fare Reimbursement Broomfield FlexRide Service

March 26, 2024 - [Resolution 2024-34](#) Approving an Intergovernmental Agreement Between Broomfield and the Regional Transportation District for Fare Reimbursement Broomfield FlexRide Service

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the IGA, the appropriate motion is...

That Resolution 2025-75 be adopted.

Alternatives

Do not approve the IGA for fare reimbursement. If not approved, regular fares will be charged to riders on the Broomfield, Broomfield North, and Interlocken FlexRide service.

RESOLUTION NO. 2025-75

A Resolution Approving an Intergovernmental Agreement for 2025 Fare Reimbursement
Broomfield, Broomfield North, and Interlocken FlexRide Service

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

Section 1.

The 2025 Intergovernmental Agreement by and between the City and County of Broomfield and the Regional Transportation District for Fare Reimbursement of the Broomfield, Broomfield North, and Interlocken FlexRide Services, in an amount not to exceed \$6,922.41, 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 form approved by the City and County Attorney.

Section 3.

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

Approved on May 13, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

RTD Contract Number: _____

**2025 INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL
TRANSPORTATION DISTRICT AND THE CITY AND COUNTY OF BROOMFIELD**

FOR

FARE REIMBURSEMENT

BROOMFIELD, BROOMFIELD NORTH, AND INTERLOCKEN FLEXRIDE SERVICE

This Intergovernmental Agreement ("**Agreement**" or "**IGA**") is made as of June 1, 2025 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**"), and City and County of Broomfield, Colorado, a body corporate and politic (hereafter "**Broomfield**" or the "**City**"). RTD and the City may also be referred to individually as a "**Party**" and together the "**Parties**".

RECITALS

- A.** RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B.** Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203, *et seq.*, both RTD and the City may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C.** RTD and the City agree that RTD's services provide attractive and effective transit service for people to work, live and recreate in the City.
- D.** Among the bus services provided by RTD within the City is RTD's FlexRide service known as the Broomfield, Broomfield North, and Interlocken FlexRide (the "**Services**").
- E.** To encourage transit ridership in Broomfield, the City would like to subsidize RTD transit for its RTD customers for the Broomfield, Broomfield North, and Interlocken FlexRide whereby customers of the Services would not pay a fare (the "**Program**").
- F.** RTD agrees to provide the Broomfield, Broomfield North, and Interlocken FlexRide Services free of charge to customers and in exchange, the City agrees to compensate RTD for the lost fare revenue resulting from the Program.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GENERAL.**

A. Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A: Description of the Reimbursement Payment

B. Recitals. The recitals set forth above are incorporated herein by this reference.

2. **OPERATIONS, MANAGEMENT AND CONTROL OF THE TRANSIT SERVICES.** RTD shall continue to manage and operate, either directly or through its designated agent(s), its transit service including without limitation the Services. RTD or its designated agent(s) are solely responsible for the operations, management, marketing (except as stated in Section 5, Marketing), administration, and service delivery functions, including provision of vehicles, vehicle maintenance, insurance, and accounting. The City has no responsibility for, nor authority or control with respect to, the supervision and management of any employees or contractors who work in connection with RTD transit services.
3. **PROGRAM.** RTD will not require customers boarding the Broomfield, Broomfield North, and Interlocken FlexRide Services from June 1, 2025, through August 31, 2025 to pay the local RTD fare. RTD will provide a local transfer to any customer who requests a transfer. Customers who use RTD services that require a fare greater than the local fare must pay the cost of a fare upgrade, or the difference between the local fare and the higher fare.
4. **CITY FUNDING.** The reimbursement payment from the City to RTD for 2025 is calculated based on 2024 actual boarding and fare information as outlined in **Exhibit A**. The amount payable by the City to RTD for reimbursement of Broomfield, Interlocken, and Broomfield North FlexRide lost fare revenue will be \$6,922.41 for 2025. Should RTD participate in the Zero Fare for Better Air or similar program, and there are zero fares for any portion of the Term of this Agreement, RTD and the City agree that the City would not reimburse RTD for that period.
5. **INVOICING AND PAYMENT.** RTD will send the City an invoice for the funding reimbursement concerning the Broomfield, Broomfield North, and Interlocken FlexRide Services at the end of the Term of this Agreement. The City shall pay the invoice within thirty (30) calendar days after receipt of the invoice.

6. **MARKETING.** If the City conducts a marketing campaign for the Program, it will be at its sole cost, provided that the City will submit any proposed marketing materials and strategies for RTD's review and collaboration before releasing them to the public. RTD will assess and recommend any and all appropriate promotional opportunities on RTD materials (if any) as they relate to the Program. RTD will ensure that its appropriate staff, specifically the RTD Telephone Information Center, Customer Service staff, bus operators and supervisors, are aware of the Program.
7. **TERM AND TERMINATION.** This Agreement commences on the Effective Date and remains in effect until December 31, 2025 (the "**Term**"), unless sooner terminated in writing or by court order. Either Party may terminate this Agreement upon sixty (60) calendar days' written notice. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement.
8. **COMMUNICATION AND NOTICES.** Any notices, bills, invoices or reports required by this Agreement will be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the following addresses:

For the City:

City and County of Broomfield
One DesCombes Dr.
Broomfield, CO 80020
Attn: Sarah Grant
sgrant@broomfield.org

For RTD:

Regional Transportation District
1660 Blake St.
Denver, CO 80202
Attn: Erin Vallejos
Acting Deputy Assistant General Manager, Bus Operations
Erin.Vallejos@rtd-denver.com

The addresses or contacts may be changed by the Parties by written notice.

9. **STATUS OF PARTIES.** Nothing contained in this Agreement creates any partnership, joint venture, or other association or relationship between RTD and the City. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, or understanding, except as expressly set forth in this Agreement.

10. **LIABILITY AND IMMUNITY.** Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver by RTD or the City of its governmental immunity, including limitations of amounts or types of liability or the governmental acceptance by RTD of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
11. **NO EFFECT ON RTD RIGHTS OR AUTHORITY.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or perform any functions authorized by C.R.S. § 32-9-101, *et seq.*
12. **GENERAL PROVISIONS.**
- A. **Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.
 - B. **Available Funding.** This Agreement does not contain any multiple-fiscal-year financial obligations by either Party that extend beyond its contract end date. The financial obligations of each Party under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this Agreement have been authorized for the current fiscal year. Nothing herein obligates RTD or the City to budget, authorize or appropriate funds for any future fiscal year.
 - C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises, or agreements, express or implied, shall exist between the Parties, except as stated herein.
 - D. **Amendment.** No amendment to this Agreement shall be made or deemed to have been made unless in writing executed and delivered by the Party to be bound thereby.
 - E. **Governing Law.** This Agreement shall be interpreted and enforced according to the law of the State of Colorado, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
 - F. **Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should

any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

- G. Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- H. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.
- I. Paragraph Headings.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.
- J. Counterparts.** This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.
- K. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- L. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- M. No Agency.** It is expressly understood and agreed that RTD and the City do not intend to be and shall not in any respect be deemed agents of each other.
- N. Governmental Immunity.** It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this IGA shall be construed as an expressed or implied waiver by RTD or the City of its governmental immunity or the governmental acceptance by RTD or the City of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- O. Changes in Law.** This Agreement is subject to such modifications as may be required by changes in municipal, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

- P. Electronic Signatures.** This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Remainder of page intentionally left blank.

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Debra A. Johnson
General Manager and CEO

Approved as to legal form for RTD:

Brandon Nguyen
Associate General Counsel

CITY and COUNTY OF BROOMFIELD

Mayor

Approved as to legal from the
City and County of Broomfield:

City and County Attorney

ATTEST:

Deputy City and County Clerk

DATE

EXHIBIT A

Broomfield/Interlocken and Broomfield North FlexRide Buy Up 2025

Weekdays	Saturdays	Average Cost per Weekday	Average Cost per Saturday	Total Cost
64	13	\$102.46	\$28.08	\$6,922.41

Should RTD participate in the Zero Fare for Better Air or similar program, and there are zero fares for any portion of the Term of this Agreement, RTD and the City agree that the City would not reimburse RTD for that period. Reductions would be calculated based on the number of weekdays/Saturdays for the period multiplied by the average cost per weekday/Saturday (June: 21 weekdays and 4 Saturdays; July: 22 weekdays and 4 Saturdays; August: 21 weekdays and 5 Saturdays).



City and County of Broomfield

City Council Regular Meeting

G. Proposed Resolution I-25 and CO-7 Interim Mobility Hub Pedestrian Railing Intergovernmental Agreement (IGA)

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6G.
Presented By	
Sarah Grant, Transportation Manager	
Community Goals	
<input checked="" type="checkbox"/> Mobility <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

The Intergovernmental Agreement (IGA) proposes reimbursement of cost share for the I-25/CO 7 Interim Mobility Hub pedestrian railing project. The improvement relates to the aesthetic pedestrian railing improvements for the temporary pedestrian and bicycle bridge improvements constructed by the Colorado Department of Transportation (CDOT) for the Interim I-25/CO7 Mobility Hub. CDOT's proposal for this pedestrian bridge fencing is galvanized chain link fencing.

Attachments

[Memo for 2025 Thornton IGA I-25 & CO-7 Interim Mobility Hub Pedestrian Rail.pdf](#)

[Resolution 2025-78.pdf](#)

[IGA I-25 & CO-7 Interim Mobility Hub Pedestrian Rail FINAL.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

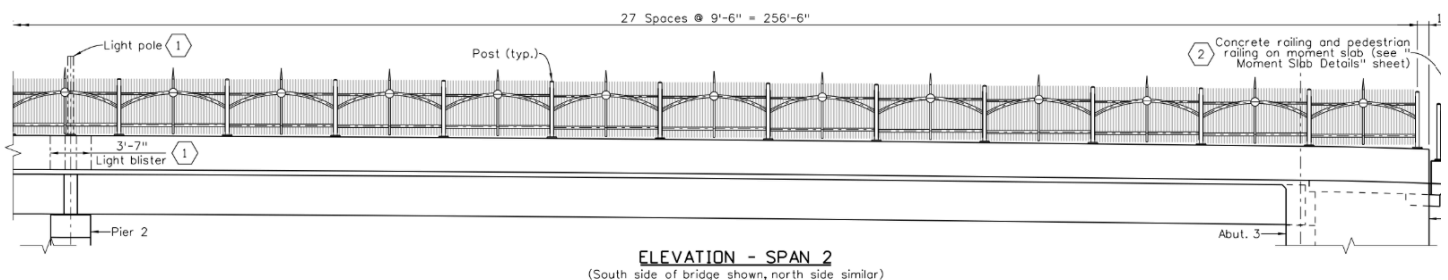
The Intergovernmental Agreement (IGA) proposes reimbursement of 50% of the cost for the I-25/CO 7 Interim Mobility Hub pedestrian railing project.

The project improvement relates to the aesthetic pedestrian railing upgrades for the temporary pedestrian and bicycle bridge constructed by the Colorado Department of Transportation (CDOT) as part of the Interim I-25/CO7 Mobility Hub. CDOT's proposal for this pedestrian bridge fencing is galvanised chain link fencing. Agencies believe that this temporary bridge will be in place for more than 10 years, as CDOT has not currently budgeted for the next design or construction phase of the I-25/CO7 interchange.

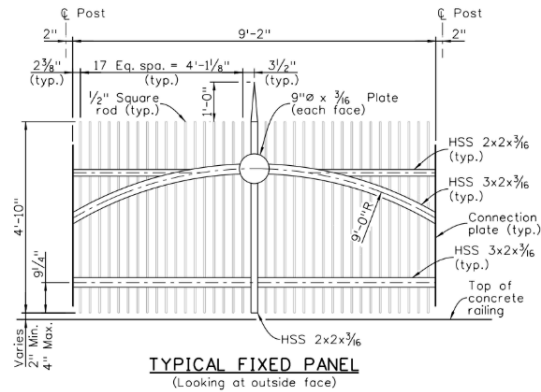
Improving the aesthetics of pedestrian bridges offers numerous benefits, including enhancing the visual appeal of urban landscapes, creating landmark structures, and boosting community pride. Aesthetics play a significant role in architectural design, as they can evoke emotions, create a sense of harmony, and leave a lasting impression on individuals who interact with the structure.

Thornton and Broomfield expressed interest in improving the pedestrian bridge's aesthetic and providing a better pedestrian experience while crossing the approximately 250-foot bridge span over I-25. CDOT has agreed to pay for the base cost of the chain-link fencing and railing, and the City of Thornton and the City and County of Broomfield propose to share the costs above the base installation to provide more aesthetic fence and rail improvements. The improved fence and railing will be made of steel and painted a terracotta color. The total additional cost to install the aesthetic fence and rail is \$273,921.50. The IGA proposes a 50% cost share with the City of Thornton of \$136,960.75.

The IGA further states that Broomfield and Thornton will share costs equally for any regular maintenance, which may include activities such as powder coating, which is not expected to occur for approximately ten years or longer. Additionally, Broomfield and Thornton agree to share costs for extraordinary maintenance should any arise.



Above: Proposed I-25/CO7 Interim Mobility Hub Pedestrian Rail



Above: Typical Fixed Panel for the Interim Mobility Hub Pedestrian Rail

Proposed Resolution No. 2025-78 will approve an IGA with the City of Thornton to reimburse \$136,960.75.

This is an intergovernmental agreement (IGA), and pursuant to City Charter, requires two-thirds of the affirmative vote of the entire City Council for approval.

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
Capital Improvement Program - Transportation (20-70090-55200) CO-7/I-25 Pedestrian Bridge Enhancements (24T0042)	\$137,000.00
Thornton Reimbursement	-\$136,960.75
Projected Balance	\$39.25

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the IGA, the appropriate motion is...

That Resolution 2025-78 be adopted.

Alternatives

Do not approve the IGA for cost-share reimbursement. If not approved, the improvements for the I-25 CO 7 Mobility Hub Pedestrian bridge rail will not be installed, and a galvanized chain link will be installed by CDOT.

RESOLUTION NO. 2025-78

A resolution approving an Intergovernmental Agreement with the City of Thornton for the Interim Mobility Hub Pedestrian Railing Project

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

Section 1.

The 2025 Intergovernmental Agreement by and between the City and County of Broomfield and the City of Thornton for the Interim Mobility Hub Pedestrian Railing Project, in an amount not to exceed \$136,960.75 is hereby approved.

Section 2.

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

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

INTERGOVERNMENTAL AGREEMENT

For Interim Mobility Hub Pedestrian Railing Project

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement"), dated this ____ day of _____, 2025, is made by and between the City and County of Broomfield, a municipal corporation and county ("Broomfield"), and the City of Thornton, a municipality home-rule municipal corporation ("Thornton"). Each of the governmental entities shall be referred to herein, individually by name or as a "Party" and, collectively, as the "Parties".

RECITALS

- A. The Parties are authorized by the provisions of Colo. Const. art. XIV, §(18)(2)(a) and C.R.S. §29-1-201 et seq., to enter into contracts with one another for the performance of functions that they are authorized by law to perform on their own; and
- B. The Parties are governmental entities, each with the authority to build and maintain public roads and regulate traffic within their perspective boundaries; and
- C. The Parties desire to set forth their understanding relating to the I-25 and CO-7 Interim Mobility Hub Pedestrian Railing ("Project") which physically relates to the aesthetic pedestrian railing improvements for the pedestrian and bicycle bridge improvements being constructed by the Colorado Department of Transportation (CDOT); and
- D. Thornton and CDOT have entered into an Intergovernmental Agreement (IGA) dated June 20, 2024, regarding the Project in which Thornton committed to providing \$150,000.00 plus any overage which came to \$123,921.50 for a total cost of \$273,921.50; and
- E. Since the Project benefits both Parties, and Broomfield has committed to reimburse Thornton for half of the funds owed to CDOT under the IGA for the initial installation and to assist with routine maintenance over the life of the improvements with the understanding that this is an interim state and as further design occurs the Project may be eliminated entirely or revised in the future at which time the parties would reevaluate this IGA; and
- F. Each of the Parties have committed non-federal funds to the Project which this agreement is meant to memorialize in addition to outlining any other necessary obligations and responsibilities between the Parties; and
- G. The Parties desire to enter into this IGA to share costs for the Project and provide for funding for the same in accordance with the terms and conditions hereof.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. Term. The term of this Agreement shall commence upon the execution of the last of the Parties and be effective until the pedestrian bridge is replaced or removed.
2. NON-FEDERAL FUNDING OBLIGATIONS. The Parties each agree to provide non-federal funding representing half of the funds Thornton has committed to providing under the IGA, solely for the Project. That amount is currently \$136,960.75 for each Party. After CDOT makes its request for funds from Thornton, Thornton shall provide notice to Broomfield that its portion of the funding is due. Broomfield shall provide the requested amount (currently to be \$136,960.75) to Thornton within 30 days of receipt of a request for the funded amount. Email requests are sufficient for this purpose, and Thornton shall use the funds solely for the Project.
3. ON-GOING MAINTENANCE OBLIGATIONS. The Parties shall share on-going maintenance responsibilities of the Project. The reasonable costs of maintenance shall be split evenly by the Parties.
 - a. Regular Maintenance. If either Party determines that the Project requires routine maintenance, it shall notify the other Party of the required work and estimated cost ("Work Notice"). The Party receiving Work Notice shall provide a response to the same within fourteen (14) days, which will include either approval of the work and associated costs or a specified reason why the work and/or costs are unreasonable or unnecessary. The Parties shall work together in good faith to reach an agreement as to required work and the costs for the same. If the Parties are unable to reach an agreement, the Party requesting the work may move forward with the same without reimbursement from the other Party.
 - b. Extraordinary Maintenance. If either Party determines that the Project requires extraordinary maintenance, it shall notify the other Party of the required work and estimated cost ("Work Notice"). The Party receiving Work Notice shall provide a response to the same within 60 days, which will include either approval of the work and associated costs or a specified reason why the work and/or costs are unreasonable or unnecessary. The Parties shall work together in good faith to reach an agreement as to required work and the costs for the same. If the Parties are unable to reach an agreement, the Party requesting the work may move forward with the same without reimbursement from the other Party.

- c. Reimbursement Process. Once any agreed upon maintenance work has been completed, the Party that completed the work shall send an invoice or other sufficient evidence of costs incurred to the other Party within thirty (30) days of completing the work. The Party receiving the notice of costs incurred shall provide reimbursement for half of the costs within thirty (30) days. Failure to request reimbursement for either regular or extraordinary maintenance within the time frame specified above shall constitute a waiver of reimbursement for those costs.
3. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as or is intended as a waiver of the rights and protections afforded any of the Parties under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as the same may be amended from time to time. Further, the Parties agree that in the event any claim or suit is brought against any or some of the Parties, the Parties will cooperate with one another and with the insuring entities of the respective Parties in defending such claim or suit.
4. FINANCIAL OBLIGATIONS. All financial obligations of the Parties 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 any Parties credit or faith, directly or indirectly.
5. NO NON-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party.
6. AUTHORIZED REPRESENTATIVES. Each Party has identified the following personnel to field questions or find the appropriate local government agent to assist with questions related to funding, right-of-way acquisitions, and utilities. Sarah Grant, Transportation Manager, City and County of Broomfield, 303-438-6385, at SGrant@broomfield.org and Kent Moorman, Regional Transportation Engineer, City of Thornton, 303-538-7593, Kent.Moorman@ThorntonCO.gov.
7. 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 all Parties.
8. SEVERABILITY. If any provision of this Agreement as applied to any 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.

9. ASSIGNMENT. This Agreement shall not be assigned by any Party without the prior written consent of the other Party.
10. 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.
11. WAIVER OF BREACH. A waiver by any Party 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 any Party.
12. 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, Adams County, Colorado.
13. EXECUTION. This Agreement may be executed electronically and/or 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 unless and until all the Parties have executed this Agreement.

The Parties have caused this Agreement to be duly authorized and executed.

REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGES FOLLOW.

**City and County of Broomfield,
A Colorado municipal corporation and county**

Guyleen Castriotta, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

City and County Clerk

City and County Attorney

CITY OF THORNTON, COLORADO

Tansy Hayward, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Kristen N. Rosenbaum, City Clerk

Tami Yellico, City Attorney



City and County of Broomfield

City Council Regular Meeting

H. Proposed Resolution Approving a Trash, Rubbish, and Garbage Hauling License for Prime Roll Off Systems

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6H.
Community Goals	

[View Correspondence](#)

[View Presentation](#)

Approval and Authorization of an Application for a Trash, Rubbish, and Garbage Hauling License for Prime Roll Off Systems

Attachments

[Memo for approval of trash hauler license - Prime Roll Off Systems.pdf](#)

[Resolution No. 2025-74- Approval of trash, rubbish and garbage hauling license for Prime Roll Off Systems.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The City Clerk's Office received an application for a Trash, Rubbish, and Garbage Hauling License from Prime Roll Off Systems, LLC. The applicant has applied to the City and County of Broomfield for a Trash, Rubbish, and Garbage Hauling License to provide roll-offs in Broomfield.

[Chapter 8-04](#) of the Broomfield Municipal Code (B.M.C.) outlines the application and license requirements. The applicant submitted the required application and supplemental materials.

[Section 8-04-110, B.M.C.](#) outlines when a license can be denied: "a license shall be denied on the basis of applicant's character as it may be relevant to likely compliance with B.M.C Chapter 8-04 or if the City Council determines that licenses granted for a particular locality are adequate for the reasonable needs of the community."

The applicant has supplied the names of three persons to contact for references which complies with the requirements of Chapter 8-04, B.M.C. The City Clerk's staff contacted those references and none of these persons raised issues of concern with regard to the Applicant's character, or the character of the Applicant's officers or directors, as it may be relevant to compliance with the requirements of Chapter 8-04 BMC.

Council has previously approved the licensed trash haulers for the City and County of Broomfield as shown in the table below that offer various services.

Licensed Trash Haulers								
Company Name (click for company website)	Residential				Commercial/Industrial Services			
	Trash	Recycling	Composting	Roll Off Services	Trash	Recycling	Composting	Roll Off Services
Allied Waste Systems dba Republic Services	X	X		X	X	X		X
Alpine Waste & Recycling	X	X		X	X	X		
Best Cleaner Disposal Inc	X	X			X	X		
Blue Bear Waste Services				X				X
Compost Colorado			X				X	
Curbside Roll-Off				X				X
Eco-Cycle						X		
Home Builders Services, Inc.						X		

Ridwell Inc.		X						
Sam's Hauling				X				X
Scraps			X					
Total Disposal, LLC				X				X
Waste Connections of Colorado	X	X		X	X	X		X
Waste Management of Colorado - North Division	X	X		X	X	X		X
Western Disposal	X	X		X	X	X		X
Northwest Cascade Inc. dba Honey Bucket				X				X
Aspen Waste Systems of Colorado Inc.				X				X
Fuzion Field Services LLC				X				

Financial Considerations

Minimal fiscal impact for applicable license fees collected by the City Clerk.

Prior Council or Other Entity Actions

[Proposed Resolution No. 2025-62](#) - Approving a Trash, Rubbish, and Garbage Hauling License for Fuzion Field Services LLC

[Proposed Resolution 2025-43](#) Approving a Trash, Rubbish, and Garbage Hauling License for Northwest Cascade Inc. DBA Honey Bucket and Aspen Waste Systems of Colorado Inc

[Proposed Resolution No. 2023-111](#) Approving and Authorizing an Application for Trash, Rubbish, and Garbage Hauling Licenses for Wompost, LLC dba Wompost.

[Proposed Resolution No. 2021-153](#) Approving an Application for a Trash, Rubbish, and Garbage Hauling License for Best Cleaner Disposal, Inc dba BCD

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...

That Resolution 2025-74 be adopted.

Alternatives

If Council does not wish to authorize issuance of the license, Council may continue action on the resolution and application to a date certain to request that additional information be provided in order to make a decision; or set the matter for a public hearing and decision on the application.

RESOLUTION NO. 2025-74

A resolution approving a Trash, Rubbish, and Garbage Hauling License for
Prime Roll Off Systems, LLC

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

Section 1.

A trash, rubbish and garbage hauling license is approved for Prime Roll Off Systems.

Section 2.

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

Approved on May 13, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



I. Resolution Supporting Denver Regional Council of Governments (DRCOG) in achieving designation as an Economic Development District (EDD) and Recommending the Appointment of Robert Smith to the Advisory Committee

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6I.
Presented By	
Robert Smith, Director of Economic Vitality	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

At the Denver Regional Council of Governments (DRCOG) Board of Directors meeting in September 2024, the Board authorized the initiation of the process to achieve designation as an Economic Development District (EDD). One of the critical requirements for obtaining this designation is the formation of an oversight or advisory committee. On December 18, 2024, the DRCOG Board of Directors established the Economic Development District Advisory Committee (EDDAC). The EDDAC committee will be responsible for guiding the annual updates to the Comprehensive Economic Development Strategy (CEDS) and assisting in prioritizing initiatives aimed at advancing the performance measures set forth in the strategy. Resolution 2025-79 would support DRCOG's Economic Development District and recommend the appointment of Robert Smith, as Broomfields representative to the EDDAC.

Attachments

[Memo - Resolution No. 2025-79 Support for DRCOG's Economic Development District and Recommending the Appointment of R.pdf](#)

[Attachment -Resolution No 2025-79 Supporting DRCOG's Economic Development District and Recommending the Appointment of the Director of Economic.pdf](#)

[Attachment -Support Letter DRCOG EDD 20250513.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

In 2023, the Denver Regional Council of Governments (DRCOG) developed a Comprehensive Economic Development Strategy (CEDS), a forward-looking economic plan designed to chart the region's growth and prosperity. This strategy received formal approval from the U.S. Economic Development Administration in February 2024, marking a key milestone in the region's economic planning efforts.

At the DRCOG Board of Directors meeting in September 2024, the Board authorized the initiation of the process to achieve designation as an Economic Development District (EDD). The DRCOG Board would like to have the City and County of Broomfield (CCOB) Council's support for attaining the EDD designation according to the Economic Development Administration's guidelines.

It's important to note that all stakeholders acknowledge the distinct differences in purpose and function between a regional EDD and our local Economic Development Programs. The DRCOG EDD designation is expected to complement and enhance our existing local economic development initiatives rather than duplicate or replace them.

To satisfy a critical requirement for obtaining EDD designation, the DRCOG Board of Directors formally established the Economic Development District Advisory Committee (EDDAC) at its December 18, 2024 meeting. This committee will provide the necessary oversight and guidance for the EDD operations once designation is achieved.

The EDDAC will provide policy oversight and offer recommendations to the DRCOG Board of Directors. It will serve as a forum for addressing technical issues, exploring policy alternatives, and reviewing updates to the CEDS, all of which will be brought to the Board for consideration. The committee will include representatives from a wide array of stakeholders, including economic development professionals from local governments, regional economic development organizations, workforce development entities, educational institutions (from K-12 to higher education), financial institutions, large employers, labor organizations, and underserved communities. The EDDAC will meet quarterly, with meetings starting in the near future. The quarterly meetings will be virtual and 60 - 90 minutes in length, except for the one meeting where the CEDS is being reviewed, which is intended to be in person.

The EDDAC will be made up of the following:

- Up to four (4) members of the DRCOG Board and the Executive Director or their designee;
- The Executive Director or designee of the Office of Economic Development and International Trade (1).
- Workforce Development interests (3) composed of the Managing Director of the Colorado Workforce Development Council or their designee, and a representative from regional labor union or other labor groups.
- Economic Development interests (18), including
 - Up to fifteen (15) members representing various county or municipal economic development agencies.

- The President of the Metro Denver Economic Development Corporation or their designee.
- Two (2) representatives of organizations serving low-income and/or disadvantaged communities as their primary audience.
- Other members (10) - Up to four (4) members representing education - K-12, community colleges and four-year colleges; up to five (5) members representing large employers or manufacturing in the region, and one (1) representative of a financial institution.

In line with this inclusive approach and as noted above, DRCOG intends to ensure representation from up to 15 various county and municipal economic development agencies. DRCOG staff is working with each county/city and county to determine who will be on the EDDAC, and has requested a letter of support for a Broomfield representative.

Resolution 2025-79 would support DRCOG's Economic Development District and recommend the appointment of Robert Smith, as Broomfields representative to the EDDAC.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Based on the above, it is recommended Resolution 2025-79 be approved.

Alternatives

Council could decline to issue a support letter for the EDD and/or recommend an alternate individual to serve on the EDDAC.

RESOLUTION NO. 2025-79

A Resolution Supporting DRCOG's Economic Development District and Recommending the Appointment of the Director of Economic Vitality and Development, to DRCOG's Economic Development District Advisory Committee

Recitals.

Whereas, the Denver Regional Council of Governments (DRCOG) has developed a Comprehensive Economic Development Strategy (CEDS), a forward-thinking and regionally coordinated plan aimed at fostering sustainable economic growth, resilience, and shared prosperity across the metropolitan area; and

Whereas, this CEDS was formally approved by the U.S. Economic Development Administration in February 2024, signifying a key milestone in regional economic planning; and

Whereas, in September 2024, the DRCOG Board of Directors authorized the commencement of the process to achieve designation as an official Economic Development District (EDD), which is a critical step in unlocking federal resources and collaborative opportunities for the region; and

Whereas, the City and County of Broomfield (CCOB) supports DRCOG's application to attain designation as an Economic Development District according to the Economic Development Administration guidelines; and

Whereas, it is recognized there are differences in purpose and functions between an EDD and Broomfield's local Economic Development efforts but it is also believed having DRCOG designated as an EDD will augment and enhance Broomfield's local efforts; and

Whereas, a central requirement of the EDD designation is the establishment of an Economic Development District Advisory Committee (EDDAC), tasked with guiding the annual update of the CEDS and providing strategic input on initiatives aligned with regional performance measures; and

Whereas, the success of the EDDAC depends on inclusive representation from a diverse group of stakeholders, including local governments, economic development councils, nonprofit organizations, workforce and education partners, state agencies, regional development entities, and private sector leaders; and

Whereas, Robert Smith, Broomfield's Director of Economic Vitality and Development, is the appropriate staff member to serve as an effective representative on the EDDAC.

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

Section 1.

The City Council hereby supports the designation of DRCOG's Economic Development District. The Mayor or Mayor Pro Tem is authorized to sign a letter in support of this designation.

Section 2.

The City Council hereby recommends the appointment of Robert Smith, Director of Economic Vitality and Development, as the official representative of the City and County of Broomfield to serve on the Economic Development District Advisory Committee (EDDAC) established by the Denver Regional Council of Governments.

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

Approved on May 13, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

City and County Attorney



5/13/2025

Angela Belden Martinez, Regional Director
U.S. Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

RE: DRCOG application for designation as an Economic Development District

Dear Ms. Belden Martinez:

On behalf of the City and County of Broomfield, I am pleased to offer this letter of support for the application from the Denver Regional Council of Governments, more locally known as DRCOG, to attain designation as an Economic Development District (EDD) according to the Economic Development Administration guidelines. Broomfield is an active member of DRCOG and supported the effort to develop a Comprehensive Economic Development Strategy, called a CEDS, back in 2023.

We understand the difference in purpose and function between an EDD and our local Economic Development Programs and believe having DRCOG designated as an EDD will augment and enhance our own local efforts, along with those of the Metro Denver EDC and the Denver South Economic Partnership. We also appreciate the opportunity that having DRCOG designated an EDD presents in terms of expanded technical assistance and support for our community.

Attached you will find a copy of the resolution adopted by Broomfield's Council in favor of this designation. We urge you to give favorable consideration to this application. We look forward to working with DRCOG and the EDA in new and exciting ways bringing additional economic prosperity to our county, our region and our residents.

Sincerely,

Guyleen Castriotta
Mayor
City & County of Broomfield



City and County of Broomfield

City Council Regular Meeting

J. Proposed Resolution 2025 Fireworks Display Permit

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Consent Items Item: 6J.
Presented By	
Jenny B. Morgan	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

The Parks, Recreation and Senior Services Department is applying for a permit to conduct the 2025 fireworks display as part of the July 4th Great American Picnic events. Chapter 9-76 of the Broomfield Municipal Code (BMC) governs the review and issuance of permits and requires City Council's approval for public fireworks displays. Proposed Resolution No. 2025-80 would approve the permit application for the 4th of July fireworks display.

Attachments

[Memo for 2025 July 4th Fireworks Display Permit .pdf](#)

[Resolution 2025-80 Fireworks Display.pdf](#)

[Fireworks Permit Application and Documentation.pdf](#)

Summary

[View Correspondence](#)

The Parks, Recreation, and Senior Services Department is applying for a permit to conduct the 2025 fireworks display as part of the July 4th Great American Picnic events. Chapter 9-76 of the Broomfield Municipal Code (BMC) governs the review and issuance of permits and requires City Council's approval for public fireworks displays.

The fireworks launch site would be in Broomfield County Commons, from an area south of the Red Pod, which is the easternmost playing field area. The site provides good access for emergency vehicles. Site preparation of the fallout area will occur to lessen fire danger during the event and to make it easier to find unexploded shells during the inspection and cleanup the following day, which is critical for the North Metro Fire and Rescue District (NMFRD). The application is in full compliance with the BMC requirements, including letters from the Broomfield Police Department and NMFRD, finding the proposal acceptable.

If Council decides to approve the permit, publicity for the 4th of July events will include news releases in the Broomfield Enterprise, website features, and social media posts. As July 4th nears, staff and contractors will work with NMFRD to develop any additional measures that may be required to minimize any risk of fire danger. In case of inclement weather, the show will be canceled and held until 2026.

Proposed Resolution No. 2025-80 would approve the permit application for the 4th of July fireworks display.

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
Recreation Special Events July 4th Budget 04-66440-53170, GAPICNIC	\$71,000
Fireworks	-65,000
Projected Balance	\$6,000

Prior Council or Other Entity Actions

Prior Council Action: Each year, City Council has approved a permit for the July 4 fireworks show. Prior Council Action: Like permits have been approved by the City Council in past years.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the permit, the appropriate motion is...
That Resolution 2025-80 be adopted.

Alternatives

Approve application with conditions. Deny the Application. Refer application back to the applicant and/or the Broomfield Police Department and the North Metro Fire Rescue District for further information and review.

RESOLUTION NO. 2025-80

A resolution authorizing and approving a permit for the 2025 fireworks display on July 4th.

Section 1.

Pursuant to the provisions of section 9-76-030 of the Broomfield Municipal Code, a fireworks display permit is granted to the City and County of Broomfield Parks, Recreation and Senior Services Department for the 2025 fireworks display on Tuesday, July 4, 2025.

Section 2.

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

Approved on May 13, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

APPLICATION – PUBIC FIREWORKS DISPLAY
CITY AND COUNTY OF BROOMFIELD
CITY CLERK'S OFFICE
ONE DESCOMBES DRIVE
BROOMFIELD, CO 80020-2495
303-438-6332

Name and address of person or organization sponsoring the display

City and County of Broomfield – Parks, Recreation, and Senior Services
13201 Lowell Blvd
Broomfield CO 80020
Email Address jbmorgan@broomfield.org

Date and time of day display will take place Friday, July 4, 2025 at approximately 9:15 p.m.

Address and description of the exact location planned for the display

Open space area located east of Sheridan Blvd and north of Midway Blvd in the Broomfield County Commons. See attached map

Names and addresses of the competent fireworks operators who are to supervise the discharge of the fireworks. Include as an attachment written evidence regarding their competency. At least two competent fireworks operators are to be provided.

Operators will be employees of Tri State Fireworks, Inc. See attached documentation

Type and Class of fireworks to be discharged. Include the number of set pieces, shells (specifying single or multiple break) and other items including experimental or model rockets or missiles.

250 - 3" shells; 275 - 4" shells; 280 – 5" shells; 215 – 6" shells; 25 – 8" shells, and 11 multi shot display boxes

Describe the manner and place of storage of the fireworks prior to and during the display.

Shells will be stored at Tri-State Fireworks Inc until July 4, 2025. Shells will be placed in mortars for launching the day of the display.

Signature



Date

4/10/25

(SEE LIST OF REQUIRED ATTACHMENTS ON BACK SIDE)

Include as attachments:

1. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the location of buildings and highway within the vicinity and the location of all nearby trees, telephone and utility lines or any other overhead obstructions.
2. Proof that satisfactory compensation insurance is carried by the applicant for all of the applicant's employees who will be working at the display.
3. Proof that the applicant has public liability insurance with the limits and coverage set forth as follows:
At least \$100,000/\$300,000 and a policy of property damage insurance in the amount of at least \$50,000, all protecting from liability the applicant, the manufacturer, the supplier, the seller, the buyer, the property owner, the user, the fire district, and the city.

Such proof will be reviewed and approved by the City and County Attorney before any permit can be issued.

Upon receipt of this application, the City Clerk will submit copies to the Police Chief and Fire Chief for their investigations of the location proposed for the fireworks display. Upon completion of their investigations, they shall submit to the City and County Manager, their written reports including their recommendations for the granting or denial of the permit.

The City Council will review the permit application for compliance with the provisions of Chapter 9-76-030, 040 and 050. After completing the review, the City Council will either grant the permit, grant the permit with conditions, deny the permit, or refer the permit application back to the applicant.

Upon City Council's approval of the permit, the City and County Manager will provide a written Public Fireworks Display Permit. The permit shall have included thereon such conditions of approval as may have been established by the City Council, and such conditions are an integral part of the permit.

**PUBLIC FIREWORKS DISPLAY PERMITS ARE NOT
TRANSFERABLE OR ASSIGNABLE**

The application shall be submitted to the City Clerk not less than thirty days in advance of the date of the fireworks display, and shall be accompanied by a nonrefundable application fee of \$50.00

Fee Paid	Waived	FOR OFFICE USE ONLY
Check No.		Date <u>4/17/2025</u>

Broomfield Municipal Code – Chapter 9-76-010



FIRST AMENDMENT TO THE AGREEMENT FOR ANNUAL INDEPENDENCE DAY FIREWORKS DISPLAY
BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND TRI-STATE FIREWORKS, INC.

1. PARTIES. The parties to this First Amendment (this "Amendment") are the City and County of Broomfield, a Colorado municipal corporation and county (the "City"), and Tri-State Fireworks, Inc. (the "Contractor") collectively, the "Parties", or individually, a "Party."
2. RECITALS. The Recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
 - 2.1. The Parties entered into a service Agreement for the annual Independence day Fireworks Display, dated December 14, 2023 as amended (the "Agreement").
 - 2.2. The Parties to this First Amendment desire to amend the Agreement.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. The Term of the Agreement is hereby amended to extend and be effective through December 31, 2025. The Contractor agrees to continue to provide all services required in accordance with the Agreement and any prior amendments thereto throughout this extended Term.
 - 3.2. Pricing for the goods and services shall be as established in Exhibit A. The not-to-exceed price for the extended term of the Agreement shall be Sixty-Five Thousand Dollars and Zero Cents (\$65,000).
 - 3.3. Contractor's Certificate of Insurance is attached hereto as Exhibit B and incorporated herein by this reference.
4. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

This First Amendment is executed by the Parties hereto in their respective names as of _____, 2025_____.

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

Jennifer Hoffman,
City & County Manager
One DesCombes Drive
Broomfield, CO 80020

CONTRACTOR:

Tri-State Fireworks, Inc.

By: Sharon

Name: Sharon Dermody, Vice President

Address: P.O. Box 31, Brighton, CO 80601

Exhibit A

PRICING

Annual Independence Day Fireworks Display

TO: City and County of Broomfield
EVENT: Great American Picnic
DATE: July 4, 2025

ITEMIZED PRODUCT LISTING

THREE-INCH SHELLS (250)

Selected from:

Chained RWB Shells
Chained Brocade Crown Shells
Titanium Salute w/tail
Assorted Color Peony
Assorted Oriental Flower
Glittering Silver to Yellow
Chrysanthemum
Red Glitter
Purple Tiger Tail w/Titanium
Blue Ring
Brocade to Dark Pink w/Gold Tail
Half Red & Half Blue Chrysanthemum
Brocade Silver to Green Strobe
Sparkling Golden & Silver Light
Blue Ring w/Palm Pistil
Gold Glittering to Red
Green Strobe
Blue Brocade w/ Crackling
Red Ring
Tiger Tails
Red Gamboge to Blue Chrysanthemum
Glittering Silver to Green
Chrysanthemum
Dragon Eggs
Red & Green Peony

Green & Red Glitter
Glittering Silver to Purple
Chrysanthemum
Golden Wave to Red Chrysanthemum
Green to Crackling
Golden Wave to Blue Chrysanthemum
Golden Wave to Green Chrysanthemum
Glittering Silver to Variegated
Chrysanthemum
Green & Silver Glitter
Purple Peony
Red Ring
Gold Tiger Tail w/Dragon Eggs
Silver Sunny Silver Silk Fish
Blue to Crackling
Green Glitter
Red Gamboge to Red Chrysanthemum
Glittering Silver to Blue Chrysanthemum
Golden Wave to Purple Chrysanthemum
Green & Purple Peony
Willow w/Green Leaves Rising w/Rising
Green
Half Purple & Half White Peony
AND OTHERS...

FOUR-INCH SHELLS (275)

Selected from:

Chained RWB Shells	Two Crackling Silver Sparkling Rain
Chained Brocade Crown Shells	Silver Chrysanthemum w/Clustering Strobe
Red Mine	Silver Sparkling Rain
Green Mine	Strobe Falling Leaves
Crackling Mine	Green Falling Leaves
Purple Comet	Red Falling Leaves
Green Comet	Purple Falling Leaves
Red Comet	Green Silver Sparkling Rain Cr Pistil
Multi Color	Multicolor Silver Spark Rain
Dragon Eggs	Color Peony w/Crackling Rain Pistil
Red w/Crackling	Five Time Flower
Green w/Crackling	Red & Green Bees
Silver w/Crackling	Asst Scattering (P,Y,G)
Charcoal Willow	Mix Y & P Chrysanthemum w/Whistles
Green to Purple	Red & Silver Peony w/Reports
Blue to Red	Crack Willow Flowers
Yellow to Purple	Crackling Octopus
Golden to Blue	Twice Presented Flowers
Silver to Blue	Strobe Palm Tree
Green to Crackling	Crossette Strobe
Blue to Crackling	White Shining Ray
Purple to Crackling	Multi Color Crisscross
Red to Crackling	Stained Glass
Multi Color to Crackling	Haga Color Peony w/Crack
Green Strobe to Green	Haga Multi-color Silver Sparkling Rain
Red, White & Blue	Haga Green strobe Falling Leaves
Red & Yellow	Silver Chrysanthemum Cluster Star Pistil
White Strobe	Sparkling Rain w/Red Pistil
Red to Purple Crackling	Color Peony
Red Flashing	Three Ring Chrysanthemum
Glittering Silver	Double Annulus Chrysanthemum
Variegated Glittering	Go-Getter (R,G,Y,P,S)
Blue Peony w/Red Comet	Red & Blue
Brocade Crown Silver Flashing Ring	Green & Purple
Green to Purple Ring w/Crackling Pistil	AND OTHERS...
Golden to Crackling Ring w/Pistil	

FIVE-INCH SHELLS (280)

Selected from:

Chained Brocade Crown
 5 Point Blue Star in Red Ring
 Crackling Willow Flower
 Green Strobe Willow
 Crossette Strobe
 Color Changing Yellow to Purple
 Half Red & Half Blue w/White Strobe Pistil
 Red Ring to Glittering Crossette Ring
 Silver Ring to Silver Crossette Ring
 Multicolor Go Getters
 Super Crown
 Golden Bow Tie w/Blue Ring
 Gold Strobe Chrysanthemum w/ Coco Tree Pistil
 Red Peony w/ Big Silver Spark Rain Crack Pistil
 Big Silver Sparkling Rain w/ Blue Pistil
 Purple Annulus Chrysanthemum
 Blue Ring to glittering Crossette Ring
 Multicolor Crisscross R G B P Y
 Gold Willow Charcoal
 Strobe Palm Tree
 Purple w/ Coconut Tree
 Red Peony
 Pure Blue Peony
 White Peony
 Gold Horsetail
 Flower Crown
 Blue w/ Multicolored Flowers
 Red to Silver w/Blue to Red Pistil

Red to Yellow to Silver w/ Green
 Yellow to Blue & Crackling Stars
 Brocade Crown w/ Strobe
 Flower Wave to Blue w. Red Pistil
 Gold Strobe Willow
 Silver Fish
 Straw Hat Blue & White
 Glittering Crossette
 Blue Gold Annulus
 Purple to Green to Crackling
 Pink Peony
 Silver w/ Red & Blue Pistil
 Yellow to Blue w/Red Pistil
 Green to Yellow w/ Red Pistil
 Silver to Blue w/ Coconut Tree
 Silver w/ Red & Blue Pistil
 Blue to Red w/ Silver Pistil
 Blue to Yellow w/ Green Pistil
 Glittering Red to Crackling
 White Strobe Peony w/ Red Pistil
 Silver Wave to Blue to Red to Silver
 Saturn Ring
 Green Dahlia w Gold Strobe Pistil
 Color Peony w/Crackling Rain Pistil
 Multi Color Silver Sparkling Rain Crackling Pistil
 Silver Chrysanthemum w/White Cluster Star Pistil
 Big Silver Sparkling Rain w/Red Pistil
 Yellow to Red to Blue
 Red to Yellow w/Blue
 Green to Red to Silver w/Purple
 Multi-Color Falling Leaves
 Kaleidoscope
AND OTHERS...

Silver Ring to Silver Crossette Ring
 Gold Strobe Willow

SIX-INCH SHELLS (215)

Selected from:

Flower Crown
 Kaleidoscope
 Red Peony
 Green Peony
 Yellow Peony
 Wind Bells (R.S)

Blue Peony (pure blue)
 Purple Peony
 White Peony
 Multi Color R B G P Y -5colors
 Multicolor Silver Sparkling Rain Crackling Pistil
 Green Silver Sparkling Rain Crackling Pistil
 Purple Ring to Yellow

Crossette Ring w/Green Strobe
 Octopus
 Super Crown
SIX-INCH CONTINUED

Gold Strobe Willow
 Glittering Crossette
 Gold Horsetail
 Half Red & Half Blue w/White Strobe Pistil
 Blue to Red W/White Strobe Pistil
 Silver Chrysanthemum
 White Clustering Star Pistil
 Blue Annulus Chrysanthemum
 Crackling Willow Flower
 Strobe Palm Tree w/Double Tail
 Twilight Glitter
 Multi-color Plume
 White Strobe Willow
 Canister Dragon with Red Crossette
 Canister Dragon with Blue Star
 Canister Dragon with Whistle
 Ring w/Strobe Pistil Stained Glass
 Color Peony
 Double Annulus Chrysanthemum
 Green Strobe Willow
 Octopus

Color Changing Crossette Blue to Red
 Multicolor Go Getters
 Brocade Crown w/ Salute
 Half Red, Half Blue Chrysanthemum
 Half Red, Half Green Chrysanthemum
 Multi Color Silver Sparkling Rain Crack Pistil
 Gold Glitter
 Multi-color Falling Leaves
 Chinese Rain Storm
 Red Chrysanthemum to Thous of Silver Rings
 Silver Whirl W/Purple Ring
 Green to Purple Peony
 Silver Dahlia
 Straw Hat
 Red White & Blue mixed stars
 Twice Blooming Peony
 Sunflower
 Blooming Purple Orchid
 Octopus
 Golden to Purple Bow Tie
 Yellow Dahlia
 Green dahlia
 Purple Dahlia
 Red Dahlia
 White Strobe Willow w/Red
AND OTHERS...

EIGHT-INCH SHELLS (25)

25 Selected from:

Brocade Crown Kamuro
 Double Silver Crackling
 Gold Strobe W/Red Small FLR
 Red to Blue to Sil W/Crack Strobe
 Silver Crack Willow w/Blue Dahlia
 Silver Crack Willow W/Red Small
 Silver Wave to Gold Strobe to Sil
 Silver Wave to R to B w/3Times Salute
 White Strobe Willow to Crack Strobe
 Color Dahlia to Ti Sal
 Color w/Silver Flash
 Blue Sunflower
 Stained Glass w/Red Ring
 Red and Green & Blue Cross
 Red, Green & Yellow W/Blue
 Red Sunflower

Brocade Waterfalls
 Golden Willow W/Thousands of Green
 Brocade Chrys w/Multi Color Strobe Pist
 Red Willow W/Thous of Horsetail
 Golden Strobe W/Red to Chrys Crack
 Red Peony W/Ring of Salute & Color
 Thousands of Red W/Coconut Pist
 Brocade Flower Crown W/Big Blue Pist
 Ring of Silver Serpents
 Rainbow
 Nishiki Kamuro Niagara Falls
 Brocade Flower W/Red Strobe
 Special Orange Strobe
 Cycus Bloom to Color Tips
 God of Wealth Brocade W/Pist
AND OTHERS...

*****Large Multi Shot Display Boxes (2,520 Shots***)**

2 - 100 Shot Brocade Crown Boxes

3 - 100 Shot New Color Crossettes

2 - 210 Shot Violet Brocade

2 - 300 Shot Red Tail to Red Dahlia & White Glittering

2 - 500 Shot Strange Color Blooming

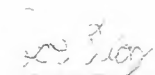
Tri-State reserves the right to substitute product of equal or greater value

Tri-State Fireworks is a direct importer of product - therefore we can deliver the newest in display fireworks and assure our customers get the most for their event dollars

MISCELLEANEOUS

- Choreographed Program
- Display Insurance (additional Insured included)
- Electronically Fired
- State & Federal Permits/Fees
- Necessary Equipment & Personal

2025 Display Price: \$65,000



Joe Diaz - Tri State Fireworks, Inc

Exhibit B
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT
NAME Kristy Wolfe
PHONE (A/C, No, Ext) 308-382-2330
E-MAIL <wolfe@ryderinsurance.com>
FAX (A/C, No) 308-382-7109

INSURER(S) AFFORDING COVERAGE
INSURER A SCOTTSDALE INS CO NAIC # 41297
INSURER B
INSURER C
INSURER D
INSURER E
INSURER F

INSURED
Tri-State Fireworks Inc. JC Fireworks
PO Box 31
Brighton CO 80601

COVERAGES

CERTIFICATE NUMBER: 204947961

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CPS8162085	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	FWS4000061	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	CLAIMS-MADE				
	DED RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					W/C STATUS: OTH- TORY LIMITS: ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				E. EACH ACCIDENT \$ E. DISEASE - EA EMPLOYEE \$ E. DISEASE - POLICY LIMIT \$
	1 yes, describe under DESCRIPTION OF OPERATIONS below					
A	General Liability		CPS8152131	3/1/2025	3/1/2026	Each Occurrence \$ 100,000 General Aggregate \$ 100,000

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

Regarding the General Liability coverage: Waiver of Subrogation applies to the entities listed below per attached form CG 24 53 when required by written agreement.

Regarding the General Liability coverage: Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.

Regarding the General Liability coverage: Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

City and County of Broomfield & North Metro Fire
See Attached

CERTIFICATE HOLDER

City and County of Broomfield
280 Lamar Street
Broomfield CO 80020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY
Ryder Rosacker McCue & Huston (MGD by Hull & Company)

NAMED INSURED
Tri-State Fireworks Inc., JC Fireworks
PO Box 31
Brighton CO 80601

POLICY NUMBER

CARRIER

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Date of display July 4, 2025

Location of display 13000 Sheridan Blvd, Broomfield, CO 80020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

State of Colorado
Department of Public Safety

THIS IS TO CERTIFY THAT
Tri-State Fireworks, Inc.

DBA: J.C. Fireworks

Principal Agent: Sharon K Dermody

PO Box 31, Brighton, CO, 80601

has paid the required fees and is hereby granted the following class of
license/certification pursuant to the Colorado Fireworks Act, Article 28 of Title 12, C.R.S.
and the rules and regulations promulgated thereunder:

Display Retailer of Fireworks

This license/certification is effective until **September 1, 2025** unless suspended or revoked at an
earlier date.

24-D-00739

Fireworks License Number

July 30, 2024

Effective Date



Michael C. Morgan, Director, Colorado Division of Fire Prevention and Control

THE GREAT AMERICAN PICNIC



Launch Access Point

Launch Access Point

Launch Site

WOLF ST.

E. MIDWAY BLVD.

Legend

- PARKS EMPLOYEE
- ③ SIGN
- LAUNCH SITE





MEMORANDUM
CITY AND COUNTY OF BROOMFIELD

TO: City and County Clerk
FROM: A. Enea Hempelmann, Chief of Police
DATE: January 3, 2025
SUBJECT: 2025 Fireworks Display

.....

Broomfield County Commons, the proposed location for the 2025 fireworks display by the City and County of Broomfield Recreation Services Division, has been thoroughly reviewed. The event, scheduled to occur on July 4, 2025, is deemed safe as the fireworks display will be of such character and so located as to not be hazardous to property or dangerous to any person.

Adequate control of spectators and parking of vehicles will be provided by City and County of Broomfield personnel and precautions in general will be taken against danger to life and property from fire or explosion.

Further, the Broomfield Police Department is familiar with the proposed operators of the display, Tri-State Fireworks, and approves their participation.

A. Enea Hempelmann

A. Enea Hempelmann
Chief of Police



101 Spader Way
Broomfield, Colorado 80020
303.452.9910 Fax 303.451.0289

David A. Ramos
Fire Chief

April 15, 2025

Ms. Crystal Clemens
City and County Clerk
City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

Re: 2025 4th of July Fireworks Display

Dear Ms. Clemens:

The District has reviewed the proposed location for the 2025 fireworks display scheduled for July 4, 2025 by the City and County of Broomfield Recreation Services Division. It has been determined that the nature and location of the display is acceptable.

The District understands that adequate control of spectators and parking of vehicles will be provided by City and County of Broomfield personnel, and necessary precautions will be taken to ensure the safety of spectators and property.

Further, the North Metro Fire Rescue District is familiar with the proposed operators of the display, Tri-State Fireworks, and approves their participation.

A handwritten signature in black ink that reads "David A. Ramos". The signature is written in a cursive style with a large, stylized "D" and "R".

David A. Ramos
Fire Chief

cc: Steven Gosselin, Division Chief – Fire Prevention



City and County of Broomfield

City Council Regular Meeting

A. Public Hearing Ordinance Amending Parking/Bicycle Code Update Second Reading

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Action Items Item: 7A.
Presented By	
Marc Ambrosi, Principal Transportation Planner	
Community Goals	
<input checked="" type="checkbox"/> Mobility <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](https://broomfieldvoice.com)
[View Presentation](#)

Proposed Ordinance 2268 modifies the code to address Council recommendations from the June 18, 2024 study session, incorporates concepts raised in the 2023 and 2024 state bills on parking, and includes technical changes to the text aimed at clarifying and enhancing the code usability.

Attachments

[Ordinance No. 2268 Second Reading Memo.pdf](#)

[Revisions to Ordinance at First Reading - Off-street parking update_ Ordinance No. 2268 4.9.2025.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

On [December 5, 2023](#), City Council adopted [Ordinance 2217](#) and revised the off-street parking requirements and added bicycle parking requirements to the Broomfield Municipal Code. At this meeting, City Council members requested a study session be convened in 2024 to review how the revised ordinance functioned in practice, and to receive additional information about the amendments proposed but not approved by Councilmember Ward at the second reading.

At the [June 18, 2024](#) City Council Study Session, Broomfield staff provided an update regarding preliminary implementation findings and developer feedback about the Ordinance 2217. Additionally, staff provided additional information about proposed, but not introduced and/or approved, amendments to Ordinance 2217. Council directed staff to prepare an ordinance to modify the off-street and bicycle parking Code to include the following changes:

- Creation of a new Parking Reduction Area (PRA) along 120th Avenue between Upham St and Lowell Blvd. This is inclusive of an approximately ¼ mile buffer around the corridor;
- Elimination of minimum parking requirements within PRAs for land uses that permit a reduction in parking minimums; and
- Revision of the short-term bicycle parking requirements established in Ordinance 2217, with the intent to identify land uses where strengthening short-term bicycle parking requirements is feasible.

During the 2023 and 2024 legislative session, the Colorado General Assembly passed legislation restricting local land use authority on parking and instituting mandates on local governments' ability to regulate parking. These include HB23-1233 (EV Charging and Parking Requirements), HB24-1152 (Parking Requirements re ADUs) and HB 24-1304 (Minimum Parking Requirements). These state laws have a deadline for implementation of June 30, 2025. Broomfield maintains the regulation of parking are matters of local concern and inherent part of its local land use authority. However, staff acknowledges that certain changes proposed in Ordinance 2268 are similar to requirements in the new state laws.

There are also several technical changes needed to the off-street and bicycle parking code to address wording, references to existing laws and regulations, and design requirement details to improve clarity and ease of use of the code.

Proposed Ordinance No. 2268 modifies the code to address Council recommendations from the June, 2024 study session, incorporates concepts raised in the 2023 and 2024 state bills on parking, and includes technical changes to the text aimed at clarifying and enhancing the code usability.

Financial Considerations

The off-street parking and bicycle code does not impact fees or other mechanisms for collecting revenue for the City and County of Broomfield. The proposed changes discussed in this First Reading will not impact fees or other mechanisms for collecting revenue for the City and County of Broomfield.

Prior Council or Other Entity Actions

- [October 23, 2007](#) - City Council held a second reading of proposed off-street parking code modifications to amend requirements for ADA parking in multifamily developments.
- [August 9, 2022](#) - City Council held a second reading of proposed off-street parking code modifications to add an ordinance regarding electric vehicle charging station requirements for new developments.
- [September 27, 2022](#) - City Council held a second reading of proposed off-street parking code modifications to amend the code related to gas station requirements.
- [June 20, 2023](#) - City Council held a study session for the proposed off-street and bicycle parking code modifications to revise off-street parking requirements and add bicycle parking requirements to the Code.
- [October 10, 2023](#) - City Council considered Ordinance 2217 at first reading. The ordinance was approved unanimously on first reading.
- [December 5, 2023](#) - City Council considered Ordinance 2217 at second reading. The ordinance was approved unanimously on second reading.
- [June 18, 2024](#) - City Council held a study session and recommended additional modifications to the off-street and bicycle parking code.
- [April 8, 2025](#) - City Council considered Ordinance 2268 at first reading. The ordinance was approved unanimously on first reading.

Boards and Commissions Prior Actions and Recommendations

None at this time.

Proposed Actions / Recommendations

Based on the above, it is recommended...

- Hold the public hearing
 - Following and subject to the results of the public hearing, if Council wishes to approve the ordinance, it is recommended...
 - That Ordinance No. 2268 be adopted on second reading and be published.

Alternatives

- Make no changes to the B.M.C. at this time.
- Make changes to the Broomfield Municipal Code as directed by City Council.

STAFF MEMO FROM THE FIRST READING

Public Comments

Any public comments regarding the proposed amendments to the Broomfield Municipal Code can be found in the [correspondence folder](#).

ORDINANCE NO. 2268 - Amendments and Corrections from First Reading

Proposed Ordinance No. 2268 amends Chapters 17-32, Accessory Buildings and Uses of the Broomfield Municipal Code to revise the off-street parking requirements and bicycle parking requirements to the Code.

One amendment was approved by City Council members during the first reading on April 8, 2025. This amendment requested that language be added to the ordinance ensuring periodic staff review of the bicycle parking requirements, no less than once every five years. The statement added to Section 4 of the proposed ordinance reads: *“Staff is further instructed to review and bring forward to City Council revisions and potential updates relating to bike parking requirements in the Broomfield Municipal Code no less than every five years from the effective date of this ordinance.”*

In addition, two corrections were made to the ordinance for scrivener’s errors. These included changing language describing how parking thresholds are calculated in the bicycle parking table that relies on percentages of motor vehicle parking, as well as adding a minimum number of short-term bicycle parking spaces for multi-unit residential land uses.

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2268

An ordinance to amend the Broomfield Municipal Code, Title 17-32 Accessory Buildings and Uses to revise the regulations for off-street and bike parking

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

Section 1.

Chapter 17-32 - Accessory Buildings and Uses, of the Broomfield Municipal Code is amended as follows:

17-32-040 Off-street parking; required spaces.

- (A) Each new building or change of use, or addition to any use, shall provide off-street parking spaces for vehicles as designated in this section. "Parking Maximums" for all land use types are equal to 125% of the parking minimums shown in this table.

Land Use Type	Spaces Required (i.e. Parking Minimums)
Residential	All residential developments located outside Parking Reduction Areas that do not have on-street public parking or adequate space in driveways to meet minimum parking space dimensions, must provide 1 guest parking space for every 8 units unless otherwise stated in this code. This requirement is in addition to the applicable off-street parking requirements.
Single-family unit and two-family unit residential dwelling	2 spaces per dwelling unit
Accessory dwelling unit (ADU)	Parking requirements for principal use, plus 1 off-street parking space per ADU No minimum parking is required with the following exceptions: 1 parking space is required if no existing off-street parking is available (driveway, garage, etc.), the adjacent streets do not allow on-street parking, and the ADU is not located in a Parking Reduction Area.
Alternative detached (mobile home, micro home)	2 spaces per dwelling unit, plus 1 guest parking space per every 5 units
Multifamily	
1 bedroom/studio	1 space
2 bedroom	1.5 spaces
3 bedroom	2 spaces
>3 bedroom	2 spaces plus 0.5 spaces per additional bedroom
Income Aligned Multifamily *	
1 bedroom/studio	1 spaces
2 bedroom	1.25 space

3 bedroom	1.5 spaces
Senior Multifamily	0.7 spaces per dwelling unit
Senior support (nursing home, memory care, etc.)	1 space per 4 beds
Industrial	
Warehouse, self-storage	0.5 spaces per 1,000 square feet Gross Floor Area (GFA)
Industrial, industrial flex, manufacturing	0.8 spaces per 1,000 square feet GFA
Office	
General office	3 spaces per 1,000 square feet GFA
Research institute or laboratory	2.5 spaces per 1,000 square feet GFA
Medical or animal clinic/office	3.5 spaces per 1,000 square feet GFA
Medical	
Hospital	1 space per bed
Commercial, Retail	
Auto sales (new, used, RV, motorcycle)	2.25 spaces per 1,000 square feet GFA. Parking for vehicles for sale does not contribute toward parking maximums.
Auto repair shop	3 spaces per 1,000 square feet GFA. Parking for vehicles under repair does not contribute toward parking maximums.
Quick lubrication vehicle shop	5 spaces per 1,000 square feet GFA. Parking for vehicles being serviced on does not contribute toward parking maximums.
Gas station, service center, or convenience store	6 spaces per 1,000 square feet GFA
Retail center or standalone retail (regional retail, strip mall, box stores, pad sites, liquor store, bank, etc.)	3 spaces per 1,000 square feet GFA
Recreational	
Bowling alley	3 spaces per lane
Commercial recreational (golf course, fun center, or similar)	Use parking study to determine requirements
Auditorium, stadium, theater, convention hall, or similar	Use parking study to determine requirements
Lodging	
Hotel, motel, conference center	1 space per room. For conference centers use a parking study to determine additional demand
Inn, boarding house, group home	Parking requirements for the principal use, plus 1 off-street parking space per bedroom
Food Service	
Restaurants, cafes, and bars	10 spaces per 1,000 square feet GFA
Drive-thru, fast casual restaurant, or stand	6 spaces per 1,000 square feet GFA and 8 spaces for drive-thru queue lane
Brewery, distillery	5 spaces per 1,000 square feet GFA
Institutional	
Church, funeral home, place of worship	1 space for each 4 seats in principal place of assembly
Day care facility	2 spaces per employee during max shift
Private school (Elementary, Middle, or High School)	1.5 spaces for each classroom and 1 space per 3 students
Museum, gallery	Use parking study to determine requirements

* For purposes of this Chapter 17-32, Income-Aligned Multifamily shall mean multifamily housing developments which comply with the City's Inclusionary Housing

Ordinance (B.M.C. 17-76) through the provision of On-Site Affordable Units. To the extent a development is not 100% income aligned, then the above parking requirements shall be applied pro-rata based on the percentage of On-Site Affordable Units provided.

- (B) **Parking Reduction Areas.** Off-street parking requirements for certain land uses are eligible for reductions to the extent the property is within a Parking Reduction Area as set forth on the Broomfield Parking Reduction Area Map dated ~~December 5, 2023~~ **January 28, 2025**.

Parking Reduction Area Off-Street Parking Requirements	
Land Use Type	Eligibility
Residential	
Single-Family unit and two-unit family residential dwelling	Not Eligible
Accessory dwelling unit	Not Eligible
Alternative detached (mobile home, micro home)	Not Eligible
Multifamily, Income Aligned Multifamily and Senior Multifamily	Eligible
Senior support (nursing home, memory care, etc.)	Eligible
Industrial	
Warehouse, self-storage	Not Eligible
Industrial, industrial flex, manufacturing	Eligible
Office	
General office	Eligible
Research institute or laboratory	Eligible
Medical or animal clinic/office	Eligible
Medical	
Hospital	Not Eligible
Commercial, Retail	
Auto sales (new, used, RV, motorcycle)	Not Eligible
Auto repair shop	Not Eligible
Quick lubrication vehicle shop	Not Eligible
Gas station, service center, or convenience store	Not Eligible
Retail center or standalone retail (regional retail, strip mall, box stores, pad sites, liquor store, bank, etc.)	Eligible
Recreational	
Bowling alley	Not Eligible
Commercial recreational (golf course, fun center, or similar)	Not Eligible
Auditorium, stadium, theater, convention hall, or similar	Not Eligible
Lodging	
Hotel, motel, conference center	Not Eligible
Inn, boarding house, group home	Not Eligible
Food Service	
Restaurants, cafes, and bars	Eligible
Drive-thru, fast casual restaurant, or stand	Eligible
Brewery, distillery	Eligible
Institutional	
Church, funeral home, place of worship	Eligible
Day care facility	Not Eligible

Private school (Elementary, Middle, or High School)	Eligible
Museum, gallery	Not Eligible

- (C) Within designated Parking Reduction Areas, for eligible land uses, Parking Maximums are set to the minimum off-street parking requirements for non-Parking Reduction Areas and **there are no parking minimums. ~~Parking Minimums as set forth above are reduced twenty percent.~~**
- (D) **Mixed Use Developments.** Parking requirements for buildings containing more than one use shall be established by determining the required number of spaces for each separate use.
- (E) Fractional Spaces. If the calculation of required parking spaces results in a fractional number, that number shall be rounded to the nearest whole number with 0.5 or greater rounded up to the next whole number.
- (F) Legacy Zone Districts. Properties previously located in Adams County, Boulder County, Jefferson County, and Weld County and incorporated into the City and County of Broomfield as of November 15, 2001, may have retained the legacy county zoning in place prior to incorporation. To the extent specific regulations relating to parking for vehicles or bicycles are included in legacy county zoning, typically through a specifically adopted planned unit development or other site development plan, such specific zoning shall apply, or the property owner may comply with the current Broomfield Municipal Code. To the extent general zoning parking requirements are referenced in legacy county zoning, such references shall be interpreted to mean the Broomfield Municipal Code.
- (G) Accessible parking spaces complying with the Americans with Disabilities Act (ADA) for accessibility must be provided at the following minimum rates. The number of accessible parking spaces must be considered separately for each parking structure (lot or garage), not based on the total number of parking spaces provided on a site. This requirement does not apply to single-unit-family residential, duplexes, or townhomes that utilize private parking associated with each unit or residence.

Total Parking Spaces in Lot or Garage	Minimum Required Number of Accessible Spaces
1–25	1
26–50	2
51–75	3
76–100	4
101–150	5
151–200	6
201–300	7
301–400	8
401–500	9
501–1,000	2% of total spaces
Over 1,000	20 spaces plus 1 space for every 100 spaces, or fraction thereof, over 1,000

- (H) Accessible parking spaces meeting the requirements of the Americans with Disabilities Act for accessibility shall be as close as possible to principal accessible entrances, and

for multi-building developments or shopping centers, be dispersed in a manner to ensure easy access and to minimize the travel distance.

- (I) **Electric Vehicle Parking Space Requirements.** Electric vehicle parking spaces shall be provided consistent with the requirements of Chapter 15-33, the Broomfield Electric Ready and Solar Ready Code.
 - (1) The location of all EV ready and EV installed spaces shall be noted on the site development plan or urban renewal site plan.
 - (2) The site development plan or urban renewal site plan shall include a note stating the total number of EV capable parking spaces consistent with Chapter 15-33, the Broomfield Electric Ready and Solar Ready Code to be verified at the time of Building Permit review and issuance.
 - (3) All non-single-unit family residential installations of electric vehicle charging spaces with an installed charger shall include signage identifying spaces as restricted parking for Electric Vehicles. If time limits or vehicle removal provisions are to be privately enforced, regulatory signage including parking restrictions shall be installed immediately adjacent to, and visible from the electric vehicle charging station.
 - (4) The property owner is not restricted from collecting a service fee for the use of an electric vehicle charger utilized at a required electric vehicle charging space made available to residents, employees, and visitors to the property.
 - (5) The property owner may limit the use of the electric vehicle charging space to ensure that it remains available for employees and customers of the business.
 - (6) Multifamily Residential Development offered for sale to individual homeowners (condominiums) shall provide one EV ready space per unit.
- (J) **EV Installed parking spaces must comply with requirements from the International Building Code (IBC).**
 - (1) Broomfield counts parking spaces served by EV charging stations toward minimum parking requirements.
 - (2) Van-accessible parking spaces that are designed to accommodate a person in a wheelchair, served by an EV charging station, and are not designated as a parking reserved for a person with a disability under Colorado Title 42, section 42-4-1208, will be counted as two standard automobile parking spaces.
 - (3) One parking space served by an EV charging station must meet the ADA design standards for a van-accessible parking space. This space is not required to be designated (signed) as an “accessible parking space.”

17-32-050 Off-street parking; off premises.

In lieu of locating parking spaces required by this chapter on the lot which generates the parking requirements, such parking spaces may be provided on any lot or premises owned by the owner of the parking generator, within 300 feet of the property generating such parking requirements, for any business, commercial, or industrial use. Ownership in this regard may include participation in a parking district or other joint venture to provide off-street parking areas to the extent that each zoning requirement can be met by a proportionate or greater number of off-street parking spaces in the lot held in joint ownership.

17-32-060 Off-street parking; to be unobstructed.

All areas counted as off-street parking space shall be unobstructed and free of other uses.

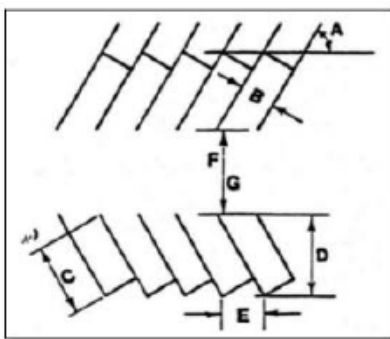
17-32-070 Off-street parking; design requirements.

- (A) Access. Unobstructed access to and from a street shall be provided for all off-street parking spaces. Access should be per the current Broomfield Engineering Standards and Specifications at the time of development or modification.
- (B) Landscaping. Parking Lot Landscaping should be consistent with B.M.C. Chapter 1770.
- (C) Parking Stall Dimensions. All off-street parking spaces shall meet the minimum size requirements as indicated in the table below.

Standard Vehicle

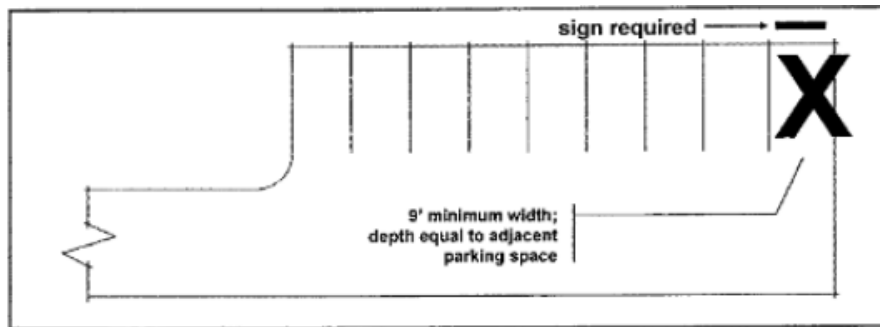
Parking Angle A	Stall Width B	Stall Length C	Stall Depth D	Curb Length E	Two-Way Drive Aisle Width F**	One-Way Drive Aisle Width G**
90	9 ft	19 ft	19 ft	9 ft	24 ft	24 ft
60	9 ft	19 ft	21 ft	10.4 ft	24 ft	20 ft
45	8.5 ft	20 ft	20.2 ft	12 ft	20 ft	15 ft
30	8.5 ft	20 ft	17.4 ft	17 ft	20 ft	15 ft
0	8 ft	23 ft	8 ft	23 ft	20 ft	12 ft

** Identified fire lanes must meet the requirements of the North Metro Fire Rescue District. Additional width may be necessary.

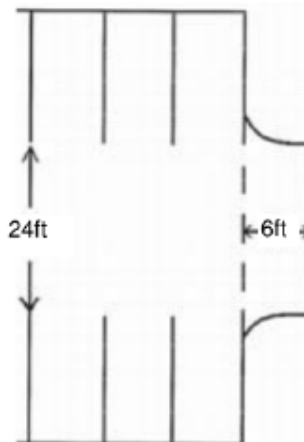


- (D) Parallel Parking (0°). Parallel Parking should not be placed in the following locations:
 - (1) Within twenty feet of an intersection or crosswalk, and should not interfere with North Metro Fire Rescue District's emergency vehicle fire lane turning requirements when applicable.
 - (2) Within ~~ten~~ **20 (twenty)** feet of public or private driveway including alley, and should not interfere with North Metro Fire Rescue District's emergency vehicle fire lane turning requirements when applicable.
 - (3) Within fifteen feet of a fire hydrant.

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- (4) Within thirty feet of flashing beacon signal, and stop or yield sign.
- (E) Vehicular Overhang. For perpendicular stalls (90°) adjacent to attached sidewalks the following shall apply:
- (1) Curb stops are required in stalls adjacent to sidewalks less than seven feet wide.
 - (2) All sidewalks adjacent to perpendicular stalls must be a minimum of six feet wide.
- (F) Dead End Parking. Dead end aisles must be avoided wherever possible. Where a dead end aisle is unavoidable, adequate space for unimpeded turn-around must be provided. Below are two options that can be used for turnarounds (designated fire lane dead-end turnarounds must meet the specifications of North Metro Fire Rescue District):
- (1) Parking Stall Turnarounds. Stall turnaround must be identified with a sign or surface graphic and marked, "No Parking," using approved signage (see figure below). The use of accessible parking spaces as the required turnaround is not permitted and space cannot be counted towards your required spaces identified in B.M.C. 17-32-040. Turnarounds should not be used for snow storage.



- (2) Parking Aisle Turnarounds. Aisle turnarounds must be provided with adequate backing and turnaround space. Turnarounds should not be used for snow storage. The required depth of the turnaround space shall be determined as follows:



- (G) Snow Storage. Provisions shall be made for designated snow storage areas within all off-street parking lots.
- (H) Tandem Parking. Tandem parking represents a parking configuration where one vehicle parks directly behind another and the vehicle in back must be moved in order for the

front vehicle to leave. Tandem parking shall be limited to a maximum of two cars in depth and no less than nine inches wide and thirty-eight feet long. Tandem parking stalls are only allowed for:

- (1) Residential - single-unit family, duplex, and townhome uses. Where a garage is provided for an individual dwelling unit, tandem spaces in front of the garage are counted toward meeting off-street parking requirements for the dwelling unit.
- (2) Multi-family residential uses - subject to the following conditions:
 - (i) The tandem spaces should be reserved for and assigned to dwelling units which are required to have two or more parking spaces.
 - (ii) Tandem spaces shall not be used for guest parking.

17-32-080 Off-street parking and additional parking surface requirements.

- (A) All vehicles, as defined in article II, section 102(88) of the Model Traffic Code, shall be parked in off-street parking spaces or areas as defined in this section, and no more than 20% of the total square footage of a residential lot can be used for off-street parking.
- (B) All open off-street parking spaces and access to such spaces from the street shall be surfaced with asphalt or concrete, unless otherwise provided in this section.
- (C) In residential areas (R-1, E-2, or PUD medium or low density residential) the minimum number of off-street parking spaces in the area between the front of a garage and the front lot line and access required by section 17-32-040 must be surfaced with asphalt or concrete.
- (D) In residential areas (R-1, E-2, or PUD medium or low density residential) additional parking area, beyond the minimum set forth in subsection (C) above, may be allowed in said residential zoning districts, for corner lots in the back yard so long as there is access from the street directly to the rear yard and, for all other lots in the area, between the garage and the closest side lot line as such area extends from the front lot line to the rear lot line, provided that:
 - (1) Any surface on which a vehicle is driven or parked must be surfaced with asphalt or concrete or consist of rock or gravel at least three inches deep and must be kept free of vegetation; and
 - (2) If necessary to prevent rock or gravel from spreading, a border is installed.
- (E) In rural and rural residential areas (A-1, RR, E-1, and E-3 districts), all open off-street parking and additional parking areas, including access to such areas, shall be surfaced with asphalt, concrete or rock or gravel at least three inches deep and must be kept free of vegetation.
- (F) Nothing in this section shall prevent the temporary parking of a vehicle on other areas of a residential lot for purposes of maintenance, provided that such period of time does not exceed one hour.

. . .

17-32-130 Bicycle parking; required spaces.

- (A) Each new building or change of use, or addition to any use, shall provide bicycle parking as designated in this section.

- (B) Bicycle Spaces and Type Required. Bicycle parking facilities quantity and type shall be provided in accordance with the following table. Each bicycle parking space shall be no less than six feet long by two feet wide and shall have a bicycle rack system in compliance with the bike rack classifications listed in this section.

Land Use Type	Spaces Required	
	Long-Term Bike Parking	Short-Term Bike Parking
Residential		
Single-unit family and two-unit family residential dwelling	No Spaces Required	No Spaces Required
Accessory dwelling unit	No Spaces Required	No Spaces Required
Alternative detached (mobile home, micro home)	No Spaces Required	No Spaces Required
Multi-unit family /Income Aligned Multi-unit family	1 space per 2 units. If parking areas include private garage parking spaces for individual units, the total number of garage parking spaces can be subtracted from the total number of units when calculating the total number of long-term bicycle parking spaces required.	1 space per 45 10 units and a minimum of 2 spaces at the primary building entrance
Senior Multi-unit family	1 space per 4 units. If parking areas include private garage parking spaces for individual units, the total number of garage parking spaces can be subtracted from the total number of units when calculating the total number of long-term bicycle parking spaces required.	1 space per 45 10 units and a minimum of 2 spaces at the primary building entrance
Senior support (nursing home, memory care, etc.)	No Spaces Required	1 space per 4 employees during a max shift
Industrial		
Warehouse, self-storage	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Industrial, industrial flex, manufacturing	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Office		
General office	1 space per 12,000 square feet of GFA. Minimum of 2 spaces. This requirement applies to an overall development, so in the case of	10% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement

	multiple businesses sharing a location, one common space for shared bicycle parking can be dedicated to meet indoor bicycle storage requirements.	regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Research institute or laboratory	No Spaces Required	10% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Medical or animal clinic/office	No Spaces Required	10% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Medical		
Hospital	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Commercial, Retail		
Auto sales (new, used, RV, motorcycle)	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Auto repair shop	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Quick lubrication vehicle shop	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Gas station, service center, or convenience store	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA

		parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances
Retail center or standalone retail (regional retail, strip mall, box stores, pad sites, liquor store, bank, etc.)	No Spaces Required	5% of the total required motor vehicle off-street parking requirement using the non-PRA parking requirement regardless of whether in a PRA or not and a minimum of 2 spaces at primary building entrances. For businesses over 40,000 square feet GFA, weather protected outdoor spaces are required at main employee entrances at a rate of 2 spaces for every 10 employees on a max shift.
Recreational		
Bowling alley	No Spaces Required	Minimum of 2 spaces at each building entrance.
Commercial recreational (golf course, fun center, or similar)	No Spaces Required	Minimum of 2 spaces at each building entrance
Auditorium, stadium, theater, convention hall, or similar	No Spaces Required	Minimum of 2 spaces at each building entrance
Lodging		
Hotel, motel, conference center	No Spaces Required	1 per 20 rooms. Minimum of 2 spaces at each building entrance
Inn, boarding house, group home	No Spaces Required	No Spaces Required 1 per 20 rooms. Minimum of 2 spaces at each building entrance
Food Service		
Restaurants, cafes, and bars	No Spaces Required	1 space for each 10 seats and a minimum of 2 spaces at each building entrance.
Drive-thru, fast casual restaurant, or stand	No Spaces Required	1 space for each 10 seats and a minimum of 2 spaces at each building entrance.
Brewery, distillery	No Spaces Required	1 space for each 10 seats and a minimum of 2 spaces at each building entrance.
Institutional		
Church, funeral home, place of worship	No Spaces Required	1 space for every 20 seats in the general assembly area
Day care facility	No Spaces Required	Minimum of 2 spaces at each building entrance
Private school (Elementary, Middle, or High School)	No Spaces Required	5 spaces per classroom. A minimum of 50% of spaces should be sheltered from weather
Museum, gallery	No Spaces Required	Minimum of 2 spaces at each building entrance

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- (C) Fractional Spaces. If the calculation of required bicycle parking spaces results in a fractional number, that number shall be rounded to the nearest whole number with 0.5 or greater rounded up to the next whole number.
- (D) Classification of Facilities.
- (1) Short-term bicycle parking means a stand or other device constructed so as to enable the user to secure by locking the frame and one wheel of each bicycle parking therein. Racks must be easily usable with both U-locks and cable locks. Racks should support the bikes in a stable upright position so that a bike, if bumped, will not fall or roll down. Racks that support a bicycle primarily by a wheel, such as standard "wire racks," are not acceptable.
 - (2) Long-term bicycle parking means a locker, or a locked enclosure, or supervised area within a building or weather protected enclosure providing an extra layer of security for bicycles parked therein from theft, vandalism, and weather.
- (E) Location and Design of Bicycle Facilities.
- (1) Bicycle parking facilities should be located in highly visible, well lit areas to minimize theft and vandalism.
 - (2) Bicycle parking should be located in close proximity to the building's entrance.
 - (3) Bicycle parking facilities shall not impede pedestrian or vehicular circulation.
 - (4) For long-term bicycle parking areas, hanging racks are not permitted; doubledecker and roll-in racks are acceptable for space saving. Long-term bicycle parking areas are recommended, but not required, to have security cameras.
 - (5) For short-term bicycle parking areas, one u-rack is equivalent to two bicycle parking spaces.
 - (6) Paving is not required for short-term bicycle parking, but the outside ground surface shall be finished or planted in a way that avoids mud and dust. Racks must be anchored with concrete footings if mounting in unpaved areas.
 - (7) All racks shall comply with Association of Pedestrian and Bicycle Professionals guidance.
 - (8) Bicycle parking facilities within vehicle parking areas shall be separated by a physical barrier, such as curbs, wheel stops, poles or other similar features, to protect bicycles from damage.
 - (9) Bicycle rack spacing shall comply with Association of Pedestrian and Bicycle Professionals guidance and shall be spaced such that they allow cargo bicycles and other alternative bicycle designs as noted in the Association of Pedestrian and Bicycle Professionals guidance to be secured.**

Section 4.

This ordinance is effective seven days after publication following final passage.

Staff is further instructed to review and bring forward to City Council revisions and potential updates relating to bike parking requirements in the Broomfield Municipal Code no less than every five years from the effective date of this ordinance.

Introduced and approved after first reading on April 8, 2025, and ordered published in full.

Introduced a second time and approved on May 13, 2025, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

NCR

City and County Attorney



City and County of Broomfield

City Council Regular Meeting

B. Public Hearing Ordinance Amending Chapter 2-60 of the Broomfield Municipal Code to Change Administrative Organization - Second Reading

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Action Items Item: 7B.
Presented By	
Anna Bertanzetti	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Ordinance No. 2269 would modify Chapter 2-60 of the Broomfield Municipal Code to reflect structural changes that have been made or are planned to be made to the organization to optimize resources, leverage staff expertise and enhance delivery of services.

Attachments

[Administrative Organization 2-60 2nd Reading Council Memo \(1\).pdf](#)

[Ordinance No. 2269 Reorganization.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Over the last several years, Broomfield’s leadership has worked to ensure the structure of the Broomfield organization is aligned with City Council priorities and to better serve our community's evolving needs. These organizational changes optimize resources, leverage staff expertise, and enhance service delivery, ensuring we meet community expectations while maintaining operational efficiency and effectiveness both now and for the future.

Throughout these organizational updates, staff has kept City Council informed through a progressive process: First via informal communications (emails and updates during public meetings), then through formal acknowledgment during annual budget approvals, amendments, and other considerations. The final step in this process is to formally amend Chapter 2-60 of the Broomfield Municipal Code regarding Administrative Organization, which officially codifies the departmental structure for the City and County.

Ordinance No. 2269 would provide the following changes:

- The People and Innovation Department was an attempt to consolidate departments as more fully detailed below. Reestablishing separate departments with specialized areas of focus ensured precise budgeting and staffing aligned with specialized needs in community engagement, employee development, and human resource management.
- Splitting the People and Innovation Department into three departments: 1) Human Resources Department, 2) Communication and Engagement Department, and 3) Development, Diversity, Equity, and Inclusion Department. Splitting the Health and Human Services Department into two: 1) the Public Health and Environment Department and 2) the Human Services Department to enhance the delivery of targeted social and health programs while supporting our community’s evolving needs.
- Splitting the Public Works Department into two departments: 1) Public Works Department and 2) the Water Utilities Department to better address infrastructure, and asset and resource management through more specialized, transparent service areas.
- Modify the description of the Courts Administration Department to ensure alignment with Charter changes approved by Broomfield voters in 2024 (Ballot Question 2F). This Charter change changed the supervision of the Courts Administration Department to be the responsibility of the Municipal Judge rather than a Director of Courts Services.

In accordance with Section 9.1 of the Charter, Department Directors serve at the pleasure of the City and County Manager and are not members of the personnel merit system. The new directors established by proposed Ordinance No. 2269 would be “at-will employees.” The exception to this is the Presiding Municipal Judge. Similar to the City and County Attorney, the Judge works at the pleasure of the Council and also supervises a department.

Most of the proposed modifications to the administrative organization will formalize current practices already approved in recent budgets, establishing an increased level of accountability. The only new structural change not yet implemented involves dividing the Public Works Department to create a separate Water Utilities Department.

Financial Considerations

The majority of the proposed modifications represent actual organizational practices, and individual budgets for these departments have been presented, reviewed, and approved as part of the annual budget process.

If Ordinance No. 2269 is approved, the salary of the Director of Water Utilities Department will be funded entirely from enterprise funds, while the salary of the Director of Public Works Department will be funded entirely from the general fund. This proposed restructuring of Public Works would result in approximately \$166,000 in additional personnel expenditures for 2025 across both departments, with the general fund decreasing by approximately \$33,000 and the enterprise fund increasing by approximately \$199,000. These figures represent estimates, as recruitment for the Public Works Director position has not yet begun.

The Public Works Department has worked with Finance to identify opportunities within the existing 2025 budget to absorb these costs without seeking an actual increase to the 2025 budget, but rather reallocating expenses within the department. Examples of areas where expenditures are projected to be less than the 2025 original budget include costs related to fuel & fuel prices in 2025. Additionally, by bringing the residential snow and ice operations in-house, approximately \$195,000 will be saved in 2025. In future years, the additional director position represents approximately \$255,000 annually.

Prior Council or Other Entity Actions

- [April 22, 2025](#) - Ordinance No. 2026 was approved on first reading.
- [January 14, 2020 - Ordinance No. 2113](#) - combining and renaming the Human Resources and Communications Departments to the People and Innovation Department, renaming Economic Development to Economic Vitality, clarified language used to describe duties of the Performance and Internal Auditor to reflect best practice and reporting structure to City and County Manager, and modifications to accommodate the moving of work groups between departments to reflect a modified organizational chart. The modifications included in the ordinance were rolled out to employees throughout the fall of 2019 in preparation of the modified structure completion in January 2020.
- [June 14, 2016 - Ordinance No. 2027](#), created the Recreation Services Department, the Public Library and Cultural Affairs Department, and the Open Space and Trails Department. The ordinance also extinguished the Community Resources Department. The ordinance formalized the actual practice of the organization that had been in place since April 2006.
- [February 8, 2011 - Ordinance No. 1934](#), created the Departments of Economic Development and Performance and Internal Audit.
- [August 28, 2007 - Ordinance No. 1873](#), approved and modified the reporting structure for the Assessor and clarified the City and County Clerk Department.

Boards and Commissions Prior Actions and Recommendations

N/A

Staff Memorandum from the First Reading

The staff memorandum from the first reading of [Ordinance No. 2269](#) on April 22, 2025 includes a detailed discussion of the proposed code amendment. There have been no changes to the ordinance since the first reading.

Proposed Actions / Recommendations

If Council desires to proceed with the change to the organization structure, it is recommended...

That Ordinance 2269 be adopted on second and final reading and ordered published.

Alternatives

Do not adopt Ordinance No. 2269 on second reading.

If Ordinance No. 2269 is not adopted, the past and proposed departments that were developed to meet community and organizational needs will not be formally recognized, and the organization will be limited to the structure as last amended in 2020.

Bold type indicates new material to be added to the Broomfield Municipal Code
~~Strikethrough type~~ indicates deletions from the Broomfield Municipal Code

ORDINANCE NO. 2269

An ordinance to amend Chapter 2-60 to the Broomfield Municipal Code to change administrative organization.

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

Section 1.

Chapter 2-60 - Administrative Organization is amended as follows:

2-60-010 Purpose.

The purpose of this chapter is to establish administrative departments as provided for in section 8.8(a) of the Charter and to establish the executive offices for the city and county manager and city and county attorney.

2-60-020 Administrative policies and procedures.

The city and county manager is authorized to promulgate and enforce administrative policies and procedures consistent with law relating to the exercise by the city and county manager of supervision and control over the executive offices and administrative departments of the city and county and the employees thereof.

2-60-030 Office of the city and county manager.

- (A) The office of the city and county manager includes the city and county manager and such deputies and assistants as may be authorized by the city council.
- (B) In the absence or disability of the city and county manager, a deputy city and county manager or an assistant city and county manager designated by the city and county manager is hereby authorized to act for and on behalf of the city and county manager and shall have all responsibilities, duties, functions, and authority of the city and county manager.
- (C) The city and county manager may assign various functions and duties to the different departments and divisions.

2-60-040 Office of the city and county attorney.

(A) The office of the city and county attorney includes the city and county attorney and such deputies and assistants as may be authorized by the city council.

(B) In the absence or disability of the city and county attorney, a deputy city and county attorney designated by the city and county attorney is hereby authorized to act for and on behalf of the city and county attorney and shall have all responsibilities, duties, functions, and authority of the city and county attorney.

2-60-050 Strategic initiatives department.~~Reserved.~~

There is hereby established a strategic initiatives department, which shall be supervised by a director of strategic initiatives who shall be responsible for the Organizational Strategic Plan, key initiatives of interest to the community that are driven by specific community needs, and other responsibilities as designated by the city and county manager.

2-60-060 Police department.

There is hereby established a police department, which shall be supervised by a police chief. The police department includes all municipal police functions and all county sheriff functions, including but not limited to court security, jail management, and civil process.

2-60-065 Communication and engagement department.

There is hereby established a communication and engagement department, which shall be supervised by a director of community and engagement who shall be responsible for official communications, media relations, digital platforms, public engagement, marketing, outreach, and other responsibilities as designated by the city and county manager.

2-60-070 Courts administration department.

There is hereby established a courts administration department, which shall be supervised by ~~the presiding municipal judge a director of court service~~ who shall be responsible for the administration of the municipal court, ~~and other responsibilities as designated by the city and county manager.~~ **The municipal judge may hire and supervise a court administrator and other such staff as necessary for the operation of the municipal court.**

2-60-75 Public health and environment department.

There is hereby established a public health and environment department, which shall be supervised by a director of public health and environment who shall be responsible for public health services to protect and promote the health of the community, and other responsibilities as designated by the city and county manager.

2-60-080 ~~Health and~~ Human services department.

There is hereby established a ~~health and human services~~ department, which shall be supervised by a director of ~~health and human services~~ who shall be responsible for administration of all ~~health and human services~~ functions not otherwise delegated by the city and county manager or by ordinance and other responsibilities as designated by the city and county manager.

2-60-085 Public library and cultural affairs department.

Chapter 2-52, B.M.C., establishes a library department. There is hereby established a cultural affairs department, which shall be supervised by a director of public library and cultural affairs who shall oversee cultural affairs and shall, consistent with Chapter 2-52, B.M.C., oversee the library department.

2-60-090 Recreation services department.

There is hereby established a recreation services department, which shall be supervised by a director of recreation services who shall oversee all recreation services and other responsibilities as designated by the city and county manager.

2-60-095 Open space and trails department.

There is hereby established an open space and trails department, which shall be supervised by a director of open space and trails who shall be responsible for the planning, acquisition and management of open space properties and trails.

2-60-100 Finance department.

There is hereby established a finance department, which shall be supervised by the director of finance who shall oversee the operations of purchasing, fiscal management, risk management, budget and research, accounting, utility billing, and county treasurer, public trustee functions and responsibilities, and other responsibilities as designated by the city and county manager.

2-60-105 Assessor department.

There is hereby established an assessor department, which shall be supervised by the director of the assessor department, which shall perform the acts and duties required of assessors pursuant to the state constitution and the general laws of the state and oversee the operations of the assessor department, and other responsibilities as designated by the city and county manager.

2-60-110 City and county clerk department.

There is hereby established a city and county clerk department, the director of which shall be the city and county clerk, who shall oversee the operations of recording, elections, motor vehicles, central records and including the acts and duties required of clerk and recorders

pursuant to the state constitution and the general laws of the state, and who shall serve as the city clerk pursuant to section 8.6 of the charter and oversee and perform all functions and duties of the city clerk as set forth in the Home Rule Charter and the Broomfield Municipal Code.

2-60-115 Development, diversity, equity, and inclusion department.

There is hereby established a development, diversity, equity, and inclusion department, which shall be supervised by a director of development, diversity, equity, and inclusion who shall be responsible for ensuring inclusive policies, workforce development, and other responsibilities as designated by the city and county manager.

2-60-120 Information technology department.

There is hereby established an information technology department, which shall be supervised by a director of information technology who shall oversee all computer network and telecommunications systems within all city and county departments and facilities.

2-60-125 Performance and internal audit department.

There is hereby created a performance and internal audit department, whose head shall be the director of performance and internal audit. The department shall be responsible for performing management, operational, and compliance audits and process reviews of the City and County of Broomfield departments, programs, and activities, and other responsibilities as designated by the city and county manager. The director of performance and internal audit shall report to the city and county manager.

2-60-130 Human resources~~People and innovation~~ department.

There is hereby established a human resources~~people and innovation~~ department, which shall be supervised by a director of **human resources** ~~people and innovation~~ who shall be responsible for coordinating the human resources management activities for the city and county and other activities as designated by the city and county manager. ~~Any reference to the "human resources department" shall mean "people and innovation department" and any reference to "human resources director" shall mean "director of people and innovation."~~

2-60-135 Economic vitality department.

There is hereby created an economic vitality department, which shall be supervised by the director of economic vitality. The department shall be responsible for managing the City and County of Broomfield's economic development program, including preparation and implementation of economic development plans, strategies, activities, events for Broomfield, and other responsibilities as designated by the city and county manager. The department shall coordinate with the Broomfield Urban Renewal Authority and other agencies.

2-60-140 Community development department.

There is hereby established a community development department, which shall be supervised by a director of community development who shall oversee all planning, engineering, building, capital improvements, and other responsibilities as designated by the city and county manager.

2-60-150 Public works department.

There is hereby created a public works department, which shall be supervised by a public works director who shall oversee facility maintenance, street maintenance, fleet maintenance, ~~water utility maintenance, wastewater utility maintenance, water treatment, water supply planning and development, wastewater treatment,~~ environmental services, and other responsibilities as designated by the city and county manager.

2-60-155 Water utilities department.

There is hereby established a water utilities department, which shall be supervised by a director of water utilities who shall be responsible for managing water treatment, distribution, wastewater services, stormwater, conservation efforts, and infrastructure maintenance, and other responsibilities as designated by the city and county manager.

2-60-160 Department directors.

- (A) The city and county manager shall appoint a director for each of the administrative departments. In the event of a vacant department director position, the city and county manager may appoint an acting director for an administrative department for a period of time not exceeding six months.
- (B) ~~Except for the police chief, d~~Department directors and acting department directors serve at the pleasure of the city and county manager. ~~The police chief is included in the personnel merit system pursuant to section 9.1 of the Charter.~~

Section 2.

This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on April 22, 2025, and ordered published in full.

Introduced a second time and approved on May 13, 2025, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

City and County Attorney *PWG*



City and County of Broomfield

City Council Regular Meeting

C. Proposed Resolution for Creation of the Fiscal Leadership on Water Advisory Committee

Meeting	Agenda Group
Tuesday, May 13, 2025, 6:00 PM	Action Items Item: 7C.
Presented By	
Anna Bertanzetti	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Resolution 2025-85, if approved, would create the Fiscal Leadership on Water Advisory Committee and identify the purpose for the committee to make suggestions and recommendations related to utility enterprise utility fees, capital improvement project planning, and financial planning.

Attachments

[Creation of the Enterprise Advisory Committee Memo.pdf](#)

[Resolution 2025-85 - Enterprise Advisory Committee.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Staff presented the Quarter 1 Enterprise Update on [April 15, 2025](#). As part of this study session, staff provided a recommendation regarding the implementation of an enterprise-focused resident advisory committee. The role of the committee would be:

- Provide Council and staff insights and recommendations as members engage with and better understand the city's budgeting process as it relates to enterprise funds.
- Enhance transparency and strengthen financial insight of the enterprise funds and enterprise-related capital projects through community engagement

Staff believes it is an appropriate time to consider implementing a resident enterprise-focused advisory committee due to the the significant work begun in 2024 to enhance education with the community regarding the enterprise funds and public works, the rollout of the resident-focused Public Works and Water Utilities Academy scheduled for May through July of 2025, the continued work with AECOM regarding asset management, implementation of a new ERP system starting in 2026, and the structural modifications to the Public Works Department. Dividing the Public Works Department will allow staff working with the enterprise resources to remain focused on this critical work while having the ability to engage fully with an advisory committee.

City Council reviewed and discussed this recommendation and ultimately directed staff to move forward with the creation of the committee. Approval of Resolution No. 2025-85 will create the Fiscal Leadership on Water Advisory Committee (FLOW) and identify the purpose for the committee to make suggestions and recommendations related to utility enterprise utility fees, capital improvement project planning, and financial planning.

Recruitment: Based on feedback during the April 15, 2025 study session, staff is expediting the recruitment for the committee. Information is already available on [Broomfield's website](#) (information is noted as preliminary and subject to change pending formal action by Council). Recruitment began on May 5th with the application remaining open until May 21st. Following the conclusion of the application period on May 21st, staff will compile the applications and provide Council with a spreadsheet containing links to the application materials. Formal appointment will be considered by City Council at the City Council meeting scheduled for June 10, 2025.

Number and Review of the FLOW: The Resolution will allow for the appointment of seven residents to the advisory committee, with no provision for alternate members. This is consistent with the typical 5 to 9 voting members appointed to boards for other cities (see table regarding cities with [similar advisory boards](#)). Within 18 months, as the resolution notes, the City Council will review the establishment of the FLOW and whether any changes or modifications are needed to its requirements and scope of work at a public meeting.

Resident Interest and Qualifications: Over the past year, a number of residents have maintained their engagement in enterprise oversight discussions. These residents have developed an understanding of the budget and operations of Public Works and have indicated their interest in continuing their engagement. Some of these residents have expressed interest in serving on the FLOW and their continued interest and involvement will provide for expeditious onboarding regarding training new appointees to a resident

committee. The application materials request information such as:

- Resident's experience with utility management, public finance, or infrastructure planning
- What complementary skills or perspectives a resident could contribute to enhance the committee's effectiveness
- The resident's experience with engaging in Broomfield's budget process, capital improvement planning, and utility rate discussions, especially over the last year.

The intent is to ensure residents can share how their knowledge or experience will be a beneficial addition to the committee.

Terms: Appointments for Broomfield Boards and Commissions are typically for four year terms, except for alternates who typically serve two year terms. Broomfield's Board and Commission recruitment occurs every other year, with appointments beginning April 1st. To align future recruitment for the FLOW with the standard Broomfield Boards and Commission recruitment process, the initial terms for appointees of the FLOW will be approximately 4.5 years (3 appointments) and 2.5 years (4 appointments), ending on March 31, 2030 and March 31, 2028 respectively.

Meeting Dates/Times: At this time, the typical standing meeting time for the committee is 6:00 PM on the first Thursday of each month beginning in August 2025. To facilitate onboarding for the committee, the first two meetings will occur on Thursday, June 26th, and Thursday, July 10th. These dates were shared as part of the application materials to ensure applicants are aware of both the onboarding schedule as well as the future anticipated meeting dates for the committee. Following training to be provided by staff, the initial actions of the committee will include election of a chair and vice chair as well as adoption of committee bylaws. These are standard required actions for all new advisory boards and committees and the chair and vice chair will need to be elected annually by the FLOW.

Work in the First Six Months and 1st Year Goal: It would be staff's goal to introduce the draft budget and five year CIP plans to the committee in August and get initial feedback, but it is important to note that this timing will not allow committee members to have been involved in providing early feedback to significantly influence the 2026 budget process, which has already begun and will be largely complete by August. The goal will be for this committee to be provided in-depth training regarding enterprise funds, have established by-laws, and be provided detailed information regarding the five year capital infrastructure plan by the end of 2025 so that the committee can provide recommendations early in the process of drafting the 2027 budget, which will begin in early 2026. This will ultimately lead to a board recommendation regarding the 5-Year CIP and rate recommendation to Council for the 2027 budget

Financial Considerations

As discussed during the first quarterly Enterprise Update, staff is recommending that a third party facilitator be considered to assist with the FLOW. Based on additional discussion following the study session, staff is seeking input from experienced professionals who have worked with other similar advisory boards/committees to determine estimated costs for utilizing a third party service only for six months while onboarding and establishing the new FLOW. After this initial six month period, staff will re-evaluate the need for such third party facilitation. Additional information will be shared with City Council and the Community regarding the anticipated costs for this service when available.

Prior Council or Other Entity Actions

- [April 15, 2025](#) - Staff presented a recommendation for the Fiscal Leadership on Water Advisory Committee to the City Council as a part of the 2025 First Quarter Enterprise Fund Update.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the creation of the Fiscal Leadership on Water Advisory Committee, it is recommended...

That Resolution No. 2025-85 be approved.

Alternatives

Do not approve Resolution No. 2025-85 and do not create the Fiscal Leadership on Water Advisory Committee. Staff will then communicate with residents who have filed applications to serve on the FLOW to inform them and encourage them to consider serving on a different board/committee in the future.

RESOLUTION NO. 2025-85

A resolution establishing the City and County of Broomfield Fiscal Leadership on Water Advisory Committee

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

Section 1. Establishment of the Fiscal Leadership on Water Advisory Committee

There is created an Fiscal Leadership on Water Advisory Committee (FLOW), which shall consist of seven (7) members: while not a requirement, appointees should have knowledge or experience with finance, water resources, budgeting and/or operations. All members shall be appointed by City Council and the FLOW shall operate pursuant to Chapter 2-61 of the Code.

Section 2. Membership and Terms

Members must be residents of Broomfield, and if any member ceases to reside in Broomfield, their membership shall immediately terminate. The terms of office of members of the FLOW shall be four (4) years for members. To stagger the terms of the members and for the initial FLOW, three (3) members will be selected for four and a half (4.5) year terms to end on March 31, 2030, and four (4) members will be selected for two and a half (2.5) year terms ending on March 31, 2028. Following the completion of the initial terms, all members will have four (4) year terms.

Vacancies on the FLOW shall be filled as soon as possible in the manner in which members are regularly chosen and the person chosen to fill the vacancy shall complete the original member's term. No member or alternate shall receive a salary or other compensation for services as a FLOW member.

Section 3. Authority and Term of the Fiscal Leadership on Water Advisory Committee.

The FLOW is advisory in nature and will be a recommending entity to the City Council and CCOB staff. The FLOW shall remain in place until dissolved by further Council Resolution

Section 4. Purpose and Duties

The purpose and duties of the FLOW will be as follows: provide suggestions and recommendations to City Council and CCOB staff related to utility enterprise utility fees, capital improvement project planning, and financial planning. The FLOW shall be empowered to conduct all other acts necessary to assist with their purpose and duties. The FLOW shall report back to Council during the quarterly Enterprise updates, such report may be provided in the form of written communication or verbally during the meeting.

Section 5. FLOW Management and Support Staff

The City and County Manager shall assign Broomfield staff to provide administrative support, assistance, education, and facilitation to the FLOW. The City and County Attorney shall assign an attorney to provide legal advice, as needed, to the FLOW.

Section 6. Third-Party Facilitator

The City and County Manager or designee is authorized to engage a third-party facilitator for the FLOW to assist in the overall facilitation of the meetings and management of the FLOW.

Section 7. Meetings

All meetings of the FLOW shall be open to the public pursuant to the provisions of the Colorado Open Meetings Law, as amended, and documents prepared for the FLOW shall be made available to the public.

Section 8. Effective Date; Future Modifications to the FLOW.

This resolution is effective upon its approval by the Broomfield City Council. Council may, by resolution, modify the term, charge, scope and membership of the FLOW at any time. Council will review the establishment of the FLOW and whether any changes or modifications are needed to its requirements and scope of work at a public meeting no later than 18 months from the effective date of this resolution.

Approved on May 13, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney