
1: Meeting Commencement

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

2: Petitions and Communications

- 2A. Child Support Proclamation
This 2024 City and County of Broomfield Proclamation declares August as National Child Support Awareness Month.
- 2B. Employee Appreciation Proclamation 2024
- 2C. Historic Landmark Board Presentation to Council

3: Councilmember Reports

4: Public Comment

5: Reports

6: Consent Items

- 6A. Approval of Minutes
Approval of minutes from the July 2, 2024 Special City Council Meeting and the July 9, 2024 Regular City Council Meeting.
- 6B. IGAs with school districts for November 5, 2024 General Election
 - Resolution 2024-80 Authorizing Intergovernmental Agreements for election services between Broomfield and the following school districts, Adams 12, St. Vrain Valley, and Weld RE-8
- 6C. First Amendment to Agreement with Runbeck Elections Services, Inc.
 - Resolution No. 2024-88 approving amendment one to an agreement between Broomfield and Runbeck Election Services for Agilis Ballot Sorting System Maintenance and Support and Election Materials Printing

7: Action Items

- 7A. Public Hearing - North Area Buried Water Tanks and Pump Station
 - Resolution No. 2024-68 North Area Buried Water Tanks and Pump Station
- 7B. The Bay Phase IV CM/GC Construction Agreement
 - Resolution 2024-90 approving Amendment One to the CM/GC Agreement for The Bay Phase IV
- 7C. Public Hearing HUD Annual Action Plan
 - Resolution 2024-97 - Approving 2024 HUD Annual Action Plan
- 7D. Public Hearing - Rezoning Process Changes and Application Expiration Ordinance - 2nd Reading
 - Ordinance No. 2232 Rezoning Process Changes and Application Expiration Ordinance
- 7E. Public Hearing - Family Child Care Ordinance 2nd Reading
 - Ordinance No. 2233 - Family Child Care Ordinance

8: Mayor and Councilmember Requests for Future Action

9: Adjournment

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

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

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



Date Posted: July 17, 2024



City of Broomfield

City Council Regular Meeting

Child Support Proclamation

This 2024 City and County of Broomfield Proclamation declares August as National Child Support Awareness Month.

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

Overview

[View Correspondence](#)

Colorado Child Support Awareness Month, originally established nationwide in 1995 by President Bill Clinton, is observed annually throughout the state to highlight the importance of ensuring children receive adequate financial and medical support from both parents. Led by the Colorado Department of Human Services and local entities like Broomfield Child Support Services, the month-long observance includes various initiatives aimed at raising public awareness and providing essential services to families.

Attachments

[Child Support Proclamation Memo 2024.pdf](#)

[CSS 2024 Proclamation.pdf](#)

Summary

[View Correspondence](#)

Colorado Child Support Awareness Month, originally established nationwide in 1995 by President Bill Clinton, is observed annually throughout the state to highlight the importance of ensuring children receive adequate financial and medical support from both parents. Led by the Colorado Department of Human Services and local entities like Broomfield Child Support Services, the month-long observance includes various initiatives aimed at raising public awareness and providing essential services to families.

The primary goal of Colorado's Child Support Services (CSS) Program is to facilitate consistent child support payments through a family-centered service delivery model. This approach not only emphasizes the financial aspect but also aims to address barriers that may hinder payments, thus ensuring the well-being and development of children across the state.

Activities during Child Support Awareness Month typically include public awareness campaigns, such as news advertisements in the Denver metro area, to educate the community about the significance of child support. Additionally, events like Governor Jared Polis's proclamation underscore the state's commitment to supporting families and promoting parental responsibility.

Local programs like Broomfield CSS play a crucial role in the initiative, consistently collecting substantial sums—such as \$3.2 million annually—for families statewide. These programs offer a range of services, including assistance in establishing child support and paternity, enforcing support orders, and ensuring medical support for children.

Moreover, CSS encourages active parental involvement in children's lives, recognizing the positive impact of such engagement on their development. Events like designated "green days," where staff wear green to symbolize support, foster community engagement and reinforce the importance of child support obligations.

In summary, Colorado Child Support Awareness Month serves as a pivotal annual reminder of the state's commitment to ensuring children receive the financial and emotional support necessary for their well-being and future success. Through coordinated efforts and public engagement, Colorado continues to strengthen its support systems for families, promoting a nurturing environment where children can thrive.

Prior Council or Other Entity Actions

[7/23/2024: Proclamation Declaring August 2024 as Child Support Awareness Month](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A



Proclamation

PROCLAMATION DECLARING AUGUST, 2024 AS CHILD SUPPORT AWARENESS MONTH

- WHEREAS, *parental financial and emotional support plays a crucial role in child success; and*
- WHEREAS, *caregiver support significantly impacts child health and well-being; and*
- WHEREAS, *the collective support of parents, extended families, caregivers, and the community fosters the healthy development of children into productive adults; and*
- WHEREAS, *we are dedicated to enhancing children's health and well-being by offering comprehensive, family-centered child support services aimed at ensuring regular and timely parental financial contributions; and*
- WHEREAS, *consistent child support payments enhance parent-child relationships, boost children's educational achievements, and reduce dependence on public assistance programs; and*
- WHEREAS, *this month, we honor parents who diligently support their children and recognize Broomfield's child support professionals for their commitment to treating families with dignity and respect.*

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

CHILD SUPPORT AWARENESS MONTH IN BROOMFIELD

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

Guyleen Castriotta
Mayor



Employee Appreciation Proclamation 2024

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Petitions and Communications Item: 2B
Presented By	
Carla Schumacher, Executive Assistant	
Community Goals	

Overview

[View Correspondence](#)

Proclamation declaring the month of August, 2024 as Broomfield Government Employees Appreciation Month.

Attachments

[Memo for Proclamation Declaring August 2024 as Broomfield Government Employees Appreciation Month.pdf](#)
[Employees Appreciation Month Proclamation 2024.pdf](#)

Summary

[View Correspondence](#)

The City and County of Broomfield is a great place to live and work. Much of Broomfield's success can be directly attributed to the dedication and hard work of Broomfield's employees.

Broomfield is fortunate to have government employees who excel in the workplace and in doing their jobs every day, through their commitment, initiative, innovation, and practical stewardship of city and county resources.

City Council has always appreciated the efforts of Broomfield's employees and wishes to recognize their dedication. Mayor Castriotta has issued a proclamation declaring August 2024 as Broomfield Government Employees Appreciation Month. A copy of the proclamation is attached.

Financial Considerations

There are no financial considerations for this proclamation.

Prior Council or Other Entity Actions

Council proclaimed August as Broomfield Employee Appreciation month.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING THE MONTH OF AUGUST, 2024 AS BROOMFIELD GOVERNMENT EMPLOYEES APPRECIATION MONTH

- WHEREAS, *a community is only as good as the people who inhabit it and the employees who care for it; and*
- WHEREAS, *the City and County of Broomfield takes pride in the quality of life it has established over time which is made possible through the day-to-day hard work and dedication of its employees; and*
- WHEREAS, *Broomfield is fortunate to have government employees who excel in the workplace through their commitment, dependability, initiative, innovation, and practical stewardship of city and county resources; and*
- WHEREAS, *on a daily basis, Broomfield government employees perform a variety of challenging and important tasks that preserve public safety, protect the health of residents, ensure clean drinking water, execute safe and efficient wastewater and stormwater programs, help crime victims and the economically disadvantaged, assure quality systems for equal justice under the law, maintain Broomfield's capital assets, support business, economic development and commerce for the future benefit of all; and many other tasks that may go unnoticed; and*
- WHEREAS, *local government employees in Broomfield perform a variety of services to enhance and improve the quality of life for residents of all ages in the City and County of Broomfield through recreation programs, environmental programs, art, music and theater entertainment, cultural offerings, classes and educational programs and more; and*
- WHEREAS, *it is appropriate to recognize all Broomfield government employees for their service to Broomfield and extend appreciation and gratitude to the employees of the City and County of Broomfield.*

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

BROOMFIELD GOVERNMENT EMPLOYEES APPRECIATION MONTH

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

Guyleen Castriotta
Mayor



City of Broomfield

City Council Regular Meeting

Approval of Minutes

Approval of minutes from the July 2, 2024 Special City Council Meeting and the July 9, 2024 Regular City Council Meeting.

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

Overview

Approval of Minutes for Special City Council Meeting of July 2, 2024 and the Regular City Council Meeting of July 9, 2024.

Attachments

[July 2, 2024 Special City Council Meeting Minutes.pdf](#)

[Minutes from the July 9th, 2024 Regular Meeting.pdf](#)

Minutes for the City Council Special Meeting

One Descombes Dr, Broomfield, CO 80020

July 2, 2024, 6:01 PM - July 2, 2024, 9:14 PM

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

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

Also Present:

- Jennifer Hoffman, City and County Manager
- Abby Yellman, Deputy City and County Manager
- Don Davis, Deputy City and County Manager
- Nancy Rodgers, City and County Attorney
- Michelle Parker, Deputy City and County Clerk
- And various staff members

The Mayor called a recess at 7:50 p.m. The meeting reconvened at 8:00 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

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

7. Action Items

7A. Public Hearing - Summit Classical Academy Portable Building SDP Amendment- 6:16 PM
Public Hearing was opened at 6:16 PM and closed at 7:40 PM

Councilmember Henkel moved to remand the application requesting approval of a Site Development Plan Amendment back to the Land Use Review Commission (LURC). Seconded by Councilmember Cohen, the motion failed 5-6. Councilmembers Anderson, Delgadillo, Leslie, Nguyen, and Ward, and Mayor Castriotta voted no.

Councilmember Leslie moved to continue the consideration of the application to a date certain of July 30, 2024. Seconded by Councilmember Ward, the motion passed 7-3. Councilmembers Cohen, Henkel, and Shaff voted no.

7B. Mixed Use/TOD and Rezoning Changes 1st Reading- 8:00 PM

Councilmember Ward moved that Ordinance No. 2222 be adopted on first reading and ordered published in full, and that a second reading and public hearing be scheduled for July 30, 2024. Seconded by Councilmember Delgadillo, the motion passed 10-0.

7C. Markel Property Rezoning to OS District 1st Reading- 8:33 PM

Councilmember Leslie moved that Ordinance No. 2236 be adopted on first reading and ordered published in full, and that a second reading and public hearing be scheduled for July 30, 2024. Seconded by Mayor Pro Tem Shaff, the motion passed 9-0. Councilmember Marsh-Holschen was absent for the vote on this item.

Council did not take up Resolution No. 2024-77. It will be considered by Council on July 30, 2024.

7D. Wottge Property Rezoning to OS District 1st Reading- 8:49 PM

Mayor Pro Tem Shaff moved that Ordinance No. 2235 be adopted on first reading and ordered published in full, and that a second reading and public hearing be scheduled for July 30, 2024. The motion was seconded by Councilmember Delgadillo, and passed 10-0.

8. Mayor and Councilmember Requests for Future Action

8A. Councilmember Marsh-Holschen Request for Future Action Regarding the Formation of a Council Subcommittee on Council Job Descriptions, Job Duties, and Ethics Code- 8:56 PM

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk

Minutes for the City Council Regular Meeting

One Descombes Dr, Broomfield, CO 80020

July 9, 2024, 6:01 PM - July 9, 2024, 9:44 PM

Recess taken from 8:00 to 8:10 PM

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

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

Also Present

- **Jennifer Hoffman**, City and County Manger
- **Abby Yellman**, Deputy City and County Manager
- **Nancy Rodgers**, City and County Attorney
- **Patrick F. Thibault**, Clerk and Recorder Administrator
- Various Department Staff

1. Meeting Commencement

1A. Pledge of Allegiance- 6:01 PM

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

2. Petitions and Communications

2A. Arts, History and Cultural Council Update- 6:02 PM

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

6A. Approval of Minutes- 6:26 PM

6B. IGA with Adams 12 School District- 6:26 PM

6C. PDRC Roof Restoration- 6:26 PM

6D. Construction Agreement for Quail Creek Restroom Rebuild- 6:26 PM

6E. Change Order with Diamond Contracting for Whistlepig Well Line Relocation- 6:26 PM

6F. Associate Judge Appointment - 6:26 PM

6G. BSS - Social Services Expenditures 2024 Q1- 6:26 PM

6H. BOE Approval of Abatement Petition Hearing Officer Recommendations- 6:26 PM

6I. BOE Approval of Mutual Agreements for Abatements over \$10,000- 6:26 PM

Motion to Approve the recommendations contained in the staff reports for Consent Items 6a through 6i, made by Councilmember Nguyen and seconded by Councilmember Leslie. Motion passes 10-0.

7. Action Items

7A. Public Hearing Software Definition Update for Sales Tax (SaaS) - 2nd Reading- 6:35 PM

Motion to Approve ordinance number 2234 Amending Chapter 3-04 of the Broomfield Municipal Code to clarify the treatment of Software as a Service, made by Councilmember Leslie and seconded by Councilmember Ward. Motion passes 10-0.

7B. Public Hearing Proposed Ordinance No. 2239 on Possible Charter Changes to Chapter III: Elections - 2nd Reading- 6:39 PM

Motion to Approve Ordinance No. 2239 submitting to a vote of the registered electors of the City and County of Broomfield at the coordinated election to be held on November 5, 2024, a proposed amendment to Chapter III of Broomfield Charter to modify its election provisions to reference Title 1 of the Colorado Revised Statutes, the Uniform Election Code, rather than

Colorado Municipal Election Law, made by Mayor Pro Tem Shaff and seconded by Councilmember Ward. Motion passes 10-0.

7C. Assessor Report on Status of 2024 Real and Personal Property Valuation- 9:17 PM

Motion to Approve Resolution 2024-82 BOE authorizing the Mayor to review and sign the 2024 Abstract of Assessment, made by Councilmember Leslie and seconded by Councilmember Marsh-Holschen. Motion passes 10-0.

7D. Proposed Ordinances for Five Charter Change Ballot Questions: Staff-Identified High Priority Items and Term Limits - First Reading - 7:00 PM

Motion to Approve ordinance No. 2243 on first reading and ordered published in full, and that a second reading and public hearing be scheduled for August 13, 2024, made by Councilmember Leslie and seconded by Councilmember Ward.

Motion to Amend ordinance No. 2243 made by Mayor Pro Tem Shaff and seconded Lim. Motion fails 4-6; Councilmembers Cohen, Delgadillo, Henkel, Marsh-Holschen, Nguyen, Ward opposed.

Motion to Approve ordinance No. 2243 on first reading and ordered published in full, and that a second reading and public hearing be scheduled for August 13, 2024, made by Councilmember Leslie and seconded by Councilmember Ward. Motion passes 6-4. Mayor Pro Tem Shaff and Councilmembers Lim, Anderson, and Leslie opposed.

Motion to Approve 2244 on first reading published on first reading and ordered published in full, and that a second reading and public hearing be scheduled for August 13, 2024, made by Councilmember Leslie and seconded by Councilmember Ward. Motion passes 10-0.

Motion to Approve 2245 be adopted on first reading and ordered published in full, and that a second reading and public hearing be scheduled for August 13, 2024 made by Mayor Pro Tem Shaff and seconded by Councilmember Nguyen. Motion passes 10-0.

Motion to Approve 2246 be adopted on first reading and ordered published in full, and that a second reading and public hearing be scheduled for August 13, 2024, made by Councilmember Ward and seconded by Councilmember Leslie. Motion passes 10-0.

Motion to Approve 2247 on first reading and ordered published in full, and that a second reading and public hearing be scheduled for August 13, 2024, made by Councilmember Leslie and seconded by Councilmember Ward. Motion passes 10-0.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

9:45 PM



IGAs with school districts for November 5, 2024 General Election

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Consent Items Item: 6G
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Correspondence](#)

Staff is seeking Council approval for legally required Intergovernmental Agreements (IGAs) with school districts within the City and County of Broomfield that desire to have a question on the ballot in the November 5, 2024 General Election.

Attachments

[Memo 2024 Election IGAs.pdf](#)

[Resolution 2024-80.pdf](#)

[2024 Adams 12 IGA Agreement.pdf](#)

[2024 St. Vrain Valley School District RE-1J IGA Agreement.pdf](#)

[2024 Weld RE-8 IGA Agreement.pdf](#)

Summary

[View Correspondence](#)

Staff is seeking Council approval for legally required Intergovernmental Agreements (IGAs) with school districts within the City and County of Broomfield that desire to have a question on the ballot in the November 5, 2024 General Election.

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

Notification of “intent to coordinate” has been received from Adams 12 Five Star Schools, and Weld County School District RE-8 with possible “intent to coordinate” from St. Vrain Valley School District RE-1J.

The statutory timeline and varied meeting schedules of the district boards prevent the Elections Division from being able to provide jurisdiction-signed IGAs for Council consideration and approval in a combined packet. To avoid numerous IGA agenda items:

- The noted school districts notified the Election Division of their intent to participate in the upcoming election ahead of the July 26, 2024 deadline set by C.R.S. §1-7-116(5).
- IGA’s have been issued to the districts and are due back to the Election Division by August 27, 2024, per C.R.S. §1-7-116(2).
- Ballot content certification is due September 6, 2024, per C.R.S. §1-5-203(3)(a).

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

Financial Considerations

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

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
Adams 12 Five Star Schools (29,238 current voter count)	\$43,857.00
Weld County School District RE-8 (16 current voter count)	\$200.00
St Vrain Valley School District RE1J (2,197 current voter count)	\$3296.00

Prior Council or Other Entity Actions

Council has approved intergovernmental agreements for election services each year.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2024-80 be adopted.

Alternatives

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

RESOLUTION NO. 2024-80

A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR ELECTION SERVICES BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND THE FOLLOWING SCHOOL DISTRICTS: ADAMS 12 FIVE STAR SCHOOLS, ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, AND WELD COUNTY SCHOOL DISTRICT RE-8.

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

Section 1.

Intergovernmental agreements by and between the City and County of Broomfield and Adams 12 Five Star Schools, St. Vrain Valley School District RE-1J, and Weld County School District RE-8 for election services are 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 intergovernmental agreements, in substantially the form attached hereto and the final form approved by the City and County Attorney's Office.

Section 3.

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

Approved on July 23, 2024.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

JFH

City and County Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

ADAMS 12 FIVE STAR SCHOOLS

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 5, 2024

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

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

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

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

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a the November 5, 2024, General Election; and

WHEREAS, such agreements are authorized by State law.

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

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

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

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

- A. **“Address Library Report”** means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.
- B. **“Coordinated Election Official”** (hereinafter **“CEO”**) shall mean the Clerk and Recorder who shall act as the **“coordinated election official,”** as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **“Colorado Election Code”** or **“Code”** means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **“Coordinated Election”** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.
- E. **“Contact Officer”** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.
- F. **“Designated Election Official”** (hereinafter **“DEO”**) means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.
- G. **“IGA”** or **“Agreement”** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.
- H. **“Jurisdiction”** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Adams 12 Five Star Schools.
- I. **“Logic and Accuracy Test”** means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.
- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO to eligible electors

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

- K. **“Post Election Audit”** means such audit as set forth substantially in the Colorado Election Code.
- L. **“Precinct”** means an area with established boundaries within a political jurisdiction used to establish election districts.
- M. **“Proposed Jurisdiction”** means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- N. **“SOS”** means the Colorado Secretary of State.
- O. **“SOS Election Calendar”** means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.
- P. **“TABOR”** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.
- Q. **“UOCAVA voters”** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

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

SECTION II.

2.1 JOINT RESPONSIBILITIES.

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

All parties shall:

- A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.
- B. Enforce all applicable provisions of the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.
- D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

- E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.
- F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.
- G. Send a certified list of registered voters to the Jurisdiction via secure transfer.
- H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:
 - 1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
 - 2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
 - 3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.
- J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com
- K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
 - 1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.
 - 2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

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

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

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

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

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

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

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

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

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

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

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

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

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

- S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.
- T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.
- U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.
- W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:
1. A registered voter list, including the names of eligible electors;
 2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.
- Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.
- AA. Post unofficial election results by ballot question after the polls close on Election Night at <https://www.coloradosos.gov> and regularly update the unofficial results as more eligible ballots are counted.
- BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.
- DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

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

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

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

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

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

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

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

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

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

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

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

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

- i. Remove from the list non-person entities and persons not living in the state of Colorado.
- ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.
- iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.
- iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

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

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

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

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

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

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

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

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
2. Prepare a financial summary for each ballot question or issue.
3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.
4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

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

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

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

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

**SECTION III.
CANCELLATION OF ELECTIONS**

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

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

**SECTION IV.
MISCELLANEOUS**

4.1 NOTICES.

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

City and County:	Penny Norman City and County of Broomfield Elections Division One DesCombes Dr Broomfield, Colorado 80020 Phone: (303) 464-5874 Fax: (303) 410-3815 Email: pnorman@broomfield.org
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Jurisdiction	Stephanie Hicks Designated Election Official Adams 12 Five Star Schools 1500 E. 128th Ave., Thornton, CO 80241 Entity Phone: 720-972-4144 Email: stephanie.m.hicks@adams12.org
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4.2 TERM OF AGREEMENT.

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

4.3 AMENDMENT.

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

4.4 INTEGRATION.

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

4.5 CONFLICT OF LAW.

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

4.6 TIME OF ESSENCE.

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

4.7 GOOD FAITH.

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

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

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

4.9 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

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

4.11 SEVERABILITY.

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

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2024 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2024.

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

Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

Office of the City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

NAME OF JURISDICTION

Adams 12 Five Star Schools

BY: _____

(Title) _____

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction

(Title)

Attachment A

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

CRS 1-7-116(2) - Tuesday, August 27, 2024

Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)

CRS 1-5-203(3)(a) - Friday, September 6, 2024

Last day for the designated election official of each political subdivision to certify the ballot order and content for the **2024 General Election**. Each DEO must also deliver the certification to the county clerk for the **2024 General Election**. (No later than 60 days before the election)

CRS 1-5-203(1) - Monday, September 9, 2024

Last day for the Secretary of State to deliver the certification of ballot order and content to each county for the **2024 General Election**. (No later than 57 days before the General Election)

Record a voicemail (720-660-5670) with the phonetic pronunciation of their name, title of the race, and jurisdiction for which they are running. - Monday, September 9, 2024

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 20, 2024

Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 21, 2024

Last day to transmit ballots and ballot materials to overseas military voters for the **2024 General Election**. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 23, 2024

Last day for the designated election official to deliver the full text of any required ballot issue notices to the county clerk. (No later than 43 days before the **2024 General Election**)

Logic and Accuracy Test (LAT) - Thursday, October 1, 2024 (Tentative)

Ballots mailed to voters - Tuesday, October 11, 2024

General Election - Tuesday, November 5, 2024

Risk Limiting Audit (RLA) - Tuesday, November 19, 2024 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 22, 2024 (Tentative)

Attachment B

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

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

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

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

YOUR SCHOOL DISTRICT NAME HERE

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

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

Attachment C

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

**Ballot Issue
Notice Example
Page**

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

[DISTRICT NAME]

Designated Election

Official: [Name]

[Title]

[Address]

[City, State, Zip]

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

Election Date: [Insert Election Date]

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

[Insert Question

Number] Ballot Title

and Text:

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

Information:

The below information is not required with your ballot certification on 9/06/24. It is required with your Ballot Issue Notice submission which is due on 9/20/24.

Fiscal Year Spending Information:

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

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

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

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

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

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

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

Information on Current Bonded Debt:

Principal amount:
[\$?,000,000]
Maximum annual repayment cost:
[\$?,000,000]
Total repayment cost:
[\$?,000,000]

Information on Proposed Bonded Debt:

Principal amount:
[\$?,000,000]
Maximum annual repayment cost:
[\$?,000,000] Total repayment cost:
[\$?,000,000]

Summary of written comments for the proposal:

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

Summary of written comments against the proposal:

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

Attachment D

IGA Attachment D - Expected Reimbursement Range

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

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	29,238	\$43,857.00	\$46,050
Aims Community College	16	\$200	\$200
Boulder Valley RE-2	23,823	\$35,735	\$37,521
27J Schools	0	\$0	\$0
Jeffco Public Schools	5,957	\$8,936	\$9,383
St. Vrain Valley School District RE-1J	2,197	\$3,296	\$3,450
Weld County School District RE-8	16	\$200	\$200

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

ST. VRAIN VALLEY SCHOOL DISTRICT
RE-1J

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 5, 2024

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and St. Vrain Valley School District RE-1J, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

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

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

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a the November 5, 2024 General Election; and

WHEREAS, such agreements are authorized by State law.

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

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

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

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

- A. **“Address Library Report”** means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.
- B. **“Coordinated Election Official”** (hereinafter **“CEO”**) shall mean the Clerk and Recorder who shall act as the **“coordinated election official,”** as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **“Colorado Election Code”** or **“Code”** means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **“Coordinated Election”** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.
- E. **“Contact Officer”** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.
- F. **“Designated Election Official”** (hereinafter **“DEO”**) means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.
- G. **“IGA”** or **“Agreement”** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.
- H. **“Jurisdiction”** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Adams 12 Five Star Schools.
- I. **“Logic and Accuracy Test”** means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.
- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO to eligible electors

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

- K. **“Post Election Audit”** means such audit as set forth substantially in the Colorado Election Code.
- L. **“Precinct”** means an area with established boundaries within a political jurisdiction used to establish election districts.
- M. **“Proposed Jurisdiction”** means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- N. **“SOS”** means the Colorado Secretary of State.
- O. **“SOS Election Calendar”** means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.
- P. **“TABOR”** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.
- Q. **“UOCAVA voters”** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

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

SECTION II.

2.1 JOINT RESPONSIBILITIES.

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

All parties shall:

- A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.
- B. Enforce all applicable provisions of the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.
- D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

- E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.
- F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.
- G. Send a certified list of registered voters to the Jurisdiction via secure transfer.
- H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:
 - 1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
 - 2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
 - 3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.
- J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com
- K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
 - 1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.
 - 2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

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

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

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

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

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

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

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

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

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

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

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

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

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

- S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.
- T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.
- U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.
- W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:
1. A registered voter list, including the names of eligible electors;
 2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.
- Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.
- AA. Post unofficial election results by ballot question after the polls close on Election Night at <https://www.coloradosos.gov> and regularly update the unofficial results as more eligible ballots are counted.
- BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.
- DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

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

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

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

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

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

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

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

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

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

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

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

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

- i. Remove from the list non-person entities and persons not living in the state of Colorado.
- ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.
- iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.
- iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

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

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

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

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

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

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

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

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
2. Prepare a financial summary for each ballot question or issue.
3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.
4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

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

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

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

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

**SECTION III.
CANCELLATION OF ELECTIONS**

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

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

**SECTION IV.
MISCELLANEOUS**

4.1 NOTICES.

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

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

Jurisdiction Greg Fieth
Designated Election Official
St Vrain Valley School District RE-1J
395 S Pratt Pkwy
Longmont, CO 80501
Entity Phone: 303-682-7203
Email: fieth_gregory@svvsd.org

4.2 TERM OF AGREEMENT.

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

4.3 AMENDMENT.

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

4.4 INTEGRATION.

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

4.5 CONFLICT OF LAW.

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

4.6 TIME OF ESSENCE.

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

4.7 GOOD FAITH.

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

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

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

4.9 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

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

4.11 SEVERABILITY.

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

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2024 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2024.

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

Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

Office of the City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

NAME OF JURISDICTION

St Vrain Valley School District RE-1J

BY: _____

(Title) _____

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction

(Title)

Attachment A

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

CRS 1-7-116(2) - Tuesday, August 27, 2024

Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)

CRS 1-5-203(3)(a) - Friday, September 6, 2024

Last day for the designated election official of each political subdivision to certify the ballot order and content for the **2024 General Election**. Each DEO must also deliver the certification to the county clerk for the **2024 General Election**. (No later than 60 days before the election)

CRS 1-5-203(1) - Monday, September 9, 2024

Last day for the Secretary of State to deliver the certification of ballot order and content to each county for the **2024 General Election**. (No later than 57 days before the General Election)

Record a voicemail (720-660-5670) with the phonetic pronunciation of their name, title of the race, and jurisdiction for which they are running. - Monday, September 9, 2024

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 20, 2024

Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 21, 2024

Last day to transmit ballots and ballot materials to overseas military voters for the **2024 General Election**. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 23, 2024

Last day for the designated election official to deliver the full text of any required ballot issue notices to the county clerk. (No later than 43 days before the **2024 General Election**)

Logic and Accuracy Test (LAT) - Thursday, October 1, 2024 (Tentative)

Ballots mailed to voters - Tuesday, October 11, 2024

General Election - Tuesday, November 5, 2024

Risk Limiting Audit (RLA) - Tuesday, November 19, 2024 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 22, 2024 (Tentative)

Attachment B

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

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

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

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

YOUR SCHOOL DISTRICT NAME HERE

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

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

Attachment C

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

**Ballot Issue
Notice Example
Page**

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

[DISTRICT NAME]

Designated Election

Official: [Name]

[Title]

[Address]

[City, State, Zip]

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

Election Date: [Insert Election Date]

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

[Insert Question

Number] Ballot Title

and Text:

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

Information:

The below information is not required with your ballot certification on 9/06/24. It is required with your Ballot Issue Notice submission which is due on 9/20/24.

Fiscal Year Spending Information:

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

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

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

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

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

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

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

Information on Current Bonded Debt:

Principal amount:
[\$?,000,000]
Maximum annual repayment cost:
[\$?,000,000]
Total repayment cost:
[\$?,000,000]

Information on Proposed Bonded Debt:

Principal amount:
[\$?,000,000]
Maximum annual repayment cost:
[\$?,000,000] Total repayment cost:
[\$?,000,000]

Summary of written comments for the proposal:

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

Summary of written comments against the proposal:

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

Attachment D

IGA Attachment D - Expected Reimbursement Range

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

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	29,238	\$43,857.00	\$46,050
Aims Community College	16	\$200	\$200
Boulder Valley RE-2	23,823	\$35,735	\$37,521
27J Schools	0	\$0	\$0
Jeffco Public Schools	5,957	\$8,936	\$9,383
St. Vrain Valley School District RE-1J	2,197	\$3,296	\$3,450
Weld County School District RE-8	16	\$200	\$200

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY AND COUNTY OF BROOMFIELD

AND

WELD COUNTY SCHOOL DISTRICT RE-8

REGARDING THE CONDUCT AND ADMINISTRATION OF

THE NOVEMBER 5, 2024

GENERAL ELECTION

PREPARED BY:

BROOMFIELD COUNTY CLERK AND RECORDER

ELECTIONS DIVISION

ONE DESCOMBES DRIVE

BROOMFIELD, COLORADO

80020

303-464-5857

THIS AGREEMENT is made by and between the City and County of Broomfield Council, on behalf of the Broomfield County Clerk and Recorder (hereinafter referred to as the "City and County") and Weld County School District RE-8, (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

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

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

WHEREAS, the City and County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a the November 5, 2024 General Election; and

WHEREAS, such agreements are authorized by State law.

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

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

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

Further, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS.

- A. **“Address Library Report”** means the address report from the Secretary of State's voter registration system that defines street addresses and precincts within the jurisdiction.
- B. **“Coordinated Election Official”** (hereinafter **“CEO”**) shall mean the Clerk and Recorder who shall act as the **“coordinated election official,”** as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **“Colorado Election Code”** or **“Code”** means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **“Coordinated Election”** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdiction.
- E. **“Contact Officer”** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder. The CEO designates Penny Norman, or her designee, (Phone: 303-325-1093; Email: pnorman@broomfield.org) as the contact person to act as the primary liaison between the CEO and the Jurisdiction.
- F. **“Designated Election Official”** (hereinafter **“DEO”**) means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.
- G. **“IGA”** or **“Agreement”** means this Intergovernmental Agreement between the City and County and the Jurisdiction for election coordination.
- H. **“Jurisdiction”** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the Adams 12 Five Star Schools.
- I. **“Logic and Accuracy Test”** means a test of all electronic and electromagnetic voting equipment to test mail, provisional, and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.
- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO to eligible electors

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

- K. **“Post Election Audit”** means such audit as set forth substantially in the Colorado Election Code.
- L. **“Precinct”** means an area with established boundaries within a political jurisdiction used to establish election districts.
- M. **“Proposed Jurisdiction”** means a jurisdiction that may be formed pursuant to this election that is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- N. **“SOS”** means the Colorado Secretary of State.
- O. **“SOS Election Calendar”** means the most recent election calendar as published on the SOS website located at www.coloradosos.gov.
- P. **“TABOR”** means a ballot issue that is governed by Article X, § 20 of the Colorado Constitution.
- Q. **“UOCAVA voters”** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.2 JURISDICTIONAL LIMITATION.

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

SECTION II.

2.1 JOINT RESPONSIBILITIES.

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

All parties shall:

- A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election unless superseded by other legal authority.
- B. Enforce all applicable provisions of the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline outlined in § 1-7- 116(2), C.R.S.
- D. Confirm they have sufficient funds available and appropriated in an approved budget to

pay their expenses for this election.

2.2 CITY AND COUNTY RESPONSIBILITIES.

The City and County shall perform the following duties:

- E. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.
- F. Maintain voter records and an address library for City and County of Broomfield voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and City and County of Broomfield cyber-security recommendations to protect confidential voter information.
- G. Send a certified list of registered voters to the Jurisdiction via secure transfer.
- H. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the City and County shall perform the following duties for the Address Library:
 - 1. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
 - 2. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
 - 3. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- I. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 120 days before the Election.
- J. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.votebroomfield.com
- K. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
 - 1. If the Jurisdiction is entirely contained within the City and County of Broomfield, the City and County has the authority to set the ballot measure order and number.
 - 2. If the Jurisdiction includes territory in more than one county, the City and County will coordinate with the other applicable counties for the purpose of determining the controlling

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

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

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

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

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

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

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

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

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

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

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

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

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

- S. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.
- T. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.
- U. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- V. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.
- W. Send letters to voters whose mail ballots are missing a signature, missing identification, or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- X. Maintain the following reports for all City and County of Broomfield eligible voters, and publish a public version (excluding confidential voters) on www.votebroomfield.com:
1. A registered voter list, including the names of eligible electors;
 2. A turnout list, including the names of eligible electors, precinct number, and date mail ballot was sent, and the date ballot was issued at a Voter Service and Polling Center.
- Y. Accept public inquiries by phone at 303-464-5857 and by email at electionsdivision@broomfield.org Respond to all correspondence and calls within the City and County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.
- AA. Post unofficial election results by ballot question after the polls close on Election Night at <https://www.coloradosos.gov> and regularly update the unofficial results as more eligible ballots are counted.
- BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.
- DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and

certificates which are to be created under the Code.

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

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

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

2.3 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

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

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

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

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

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

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

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

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

- i. Remove from the list non-person entities and persons not living in the state of Colorado.
- ii. Look up the remaining names using the Secretary of State SCORE lookup tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.
- iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.
- iv. Deliver to the City and County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment A. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields, in the following order: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

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

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

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

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

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

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

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

1. Receive the petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
2. Prepare a financial summary for each ballot question or issue.
3. Prepare a Microsoft Word document using the template provided by the City and County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements, and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment A.
4. Defend and resolve all challenges, as certified to the City and County, related to the candidates, ballot issues and/or ballot questions, or the TABOR Notice at the Jurisdiction's sole expense.

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

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

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

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

**SECTION III.
CANCELLATION OF ELECTIONS**

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

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

**SECTION IV.
MISCELLANEOUS**

4.1 NOTICES.

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

City and County:	Penny Norman City and County of Broomfield Elections Division One DesCombes Dr Broomfield, Colorado 80020 Phone: (303) 464-5874 Fax: (303) 410-3815 Email: pnorman@broomfield.org
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Jurisdiction	Debra Smith Designated Election Official Weld RE-8 200 S Fulton Ave Ft. Lupton, CO 80621 Entity Phone: 303-857-3203 Email: sdmith@weld8.org
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4.2 TERM OF AGREEMENT.

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

4.3 AMENDMENT.

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

4.4 INTEGRATION.

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

4.5 CONFLICT OF LAW.

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

4.6 TIME OF ESSENCE.

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

4.7 GOOD FAITH.

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

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

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

4.9 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

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

4.11 SEVERABILITY.

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

4.12 ATTACHMENTS.

The following attachments are incorporated herein by reference.

Attachment A - Key Election Dates (subject to change)

Attachment B - Sample Candidate Ballot Layout

Attachment C - Sample Issue Notice Example Page

Attachment D – 2024 Cost Estimate

END OF PAGE

CITY AND COUNTY OF BROOMFIELD

DATED this _____ day of _____, 2024.

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

Mayor Guyleen Castriotta
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

Office of the City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

NAME OF JURISDICTION

Weld County School District RE-8

BY: _____

(Title) _____

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction

(Title)

Attachment A

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

CRS 1-7-116(2) - Tuesday, August 27, 2024

Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)

CRS 1-5-203(3)(a) - Friday, September 6, 2024

Last day for the designated election official of each political subdivision to certify the ballot order and content for the **2024 General Election**. Each DEO must also deliver the certification to the county clerk for the **2024 General Election**. (No later than 60 days before the election)

CRS 1-5-203(1) - Monday, September 9, 2024

Last day for the Secretary of State to deliver the certification of ballot order and content to each county for the **2024 General Election**. (No later than 57 days before the General Election)

Record a voicemail (720-660-5670) with the phonetic pronunciation of their name, title of the race, and jurisdiction for which they are running. - Monday, September 9, 2024

Art. X, Sect. 20(3)(b)(v) and CRS 1-7-901(4) - Friday, September 20, 2024

Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)

CRS 1-8-3-110(1) - Saturday, September 21, 2024

Last day to transmit ballots and ballot materials to overseas military voters for the **2024 General Election**. (No later than 45 days before the election)

CRS 1-7-904 - Monday, September 23, 2024

Last day for the designated election official to deliver the full text of any required ballot issue notices to the county clerk. (No later than 43 days before the **2024 General Election**)

Logic and Accuracy Test (LAT) - Thursday, October 1, 2024 (Tentative)

Ballots mailed to voters - Tuesday, October 11, 2024

General Election - Tuesday, November 5, 2024

Risk Limiting Audit (RLA) - Tuesday, November 19, 2024 (Tentative)

Canvass Board and Final Certification of Election - Friday, November 22, 2024 (Tentative)

Attachment B

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

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE

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

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

YOUR SCHOOL DISTRICT NAME HERE

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

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

Attachment C

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

**Ballot Issue
Notice Example
Page**

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

[DISTRICT NAME]

Designated Election

Official: [Name]

[Title]

[Address]

[City, State, Zip]

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

Election Date: [Insert Election Date]

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

[Insert Question

Number] Ballot Title

and Text:

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

Information:

The below information is not required with your ballot certification on 9/06/24. It is required with your Ballot Issue Notice submission which is due on 9/20/24.

Fiscal Year Spending Information:

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

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

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

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

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

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

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

Information on Current Bonded Debt:

Principal amount:
[\$?,000,000]
Maximum annual repayment cost:
[\$?,000,000]
Total repayment cost:
[\$?,000,000]

Information on Proposed Bonded Debt:

Principal amount:
[\$?,000,000]
Maximum annual repayment cost:
[\$?,000,000] Total repayment cost:
[\$?,000,000]

Summary of written comments for the proposal:

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

Summary of written comments against the proposal:

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

Attachment D

IGA Attachment D - Expected Reimbursement Range

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

District Name	Current Active Voter Count	Minimum Reimbursement	Maximum Reimbursement
Adams 12 Five Star Schools	29,238	\$43,857.00	\$46,050
Aims Community College	16	\$200	\$200
Boulder Valley RE-2	23,823	\$35,735	\$37,521
27J Schools	0	\$0	\$0
Jeffco Public Schools	5,957	\$8,936	\$9,383
St. Vrain Valley School District RE-1J	2,197	\$3,296	\$3,450
Weld County School District RE-8	16	\$200	\$200



First Amendment to Agreement with Runbeck Elections Services, Inc.

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Consent Items Item: 6H
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Correspondence](#)

Proposed Resolution No. 2024-88 would approve an agreement with Runbeck Election Services, Inc. for Agilis ballot sorting system maintenance and support and election materials printing and mailing services for 2024.

Attachments

[Memo - First Amendment to Agreement with Runbeck Election Services, Inc.pdf](#)

[Resolution No. 2024-88.pdf](#)

[Runbeck Contract Second Amendment .pdf](#)

Summary

[View Correspondence](#)

Broomfield contracts for the preparation, printing, and delivery of mail ballots. Services provided by the vendor include printing and inserting all mail ballot packet materials (ballots, envelopes, voter instructions, and secrecy sleeves), addressing all envelopes, presorting for bulk mail, and delivery to the United States Postal Service.

Broomfield is responsible for mailing voters TABOR, new registration, change in registration, and failure to vote notices in each general election, as applicable. Broomfield also prints materials such as election judge training materials and forms.

An agreement was entered into on January 23, 2023 for election materials printing and was amended January 12, 2024 for an amount not to exceed \$199,500. These were executed by the City and County Manager per her authority for contracts under \$200,000 Proposed Resolution No. 2024-88 would approve a second amendment with Runbeck Election Services, Inc. for Agilis ballot sorting system maintenance and support and election materials printing and mailing services for 2024 in an amount not to exceed \$320,000. The Resolution also allows the City and County Manager, or designee, to renew the contract on an annual basis for up to three additional years following negotiations for price adjustments, subject to annual appropriations.

Runbeck Elections Services (Runbeck)

Since 1972, Runbeck has been a trusted partner to cities, counties, and states that require the highest level of election expertise, print integrity, and stability. Runbeck's experience with local and national clients reflects an understanding of the complexities of election laws throughout the nation. Runbeck partners with the following Colorado jurisdictions for the print and mail election materials: City of Colorado Springs, Douglas County, El Paso County, La Plata County, Mesa County, Montezuma County, Routt County, and Saguache County.

Runbeck's printing operations are situated in Phoenix, AZ in a "state-of-the-art, purpose-built" facility. They are a certified printer for Dominion Voting Systems, the tabulation system used by the City and County of Broomfield and throughout Colorado. Runbeck specializes in mail ballot packet printing, insertion, and mailing services, utilizing "post-insertion match" camera technology to ensure each voter receives the correct ballot. Runbeck owns redundant equipment as part of their contingency preparedness. In addition, Runbeck does not use subcontractors, requires appropriate security clearances for staff, and has excellent internal security.

Runbeck Printer Qualification

Runbeck is a Colorado ImageCast Qualified Printer for the Dominion Voting Systems that is being used at the City and County of Broomfield.

Colorado counties deliver mail ballot packets to each active eligible elector approximately three weeks prior to each general, primary, and coordinated election [1-7.5-107 (3)(a) C.R.S.]. The mail ballot packet includes the ballot, outgoing envelope, return envelope, secrecy sleeve, and voter instruction sheet [1-7.5-103 (5) C.R.S.]. Counties must also have additional stock for equipment testing, replacement ballots, duplicate ballots, and in-person voting [1-13.5-810 (2); 1-7-508; 1-7.5-107 (3)(d); 1-5-102.9 (3) C.R.S.]. In-person voting is offered at one or more voter service and polling centers (VSPCs) each election.

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 (2024 Proposed Budget)	\$50,000
02-14200-53170 (Professional Services - 2024 Approved Budget)	\$100,000
02-14200-53410 (Printing & Forms - 2024 Approved Budget)	\$180,000
Source and Uses of Funds Total	\$330,000
Agilis License and Maintenance Fees	
	-\$35,000
Agilis ASR License Fee	
	-\$15,000
Runbeck PO 24-000348	
	-\$199,500
Runbeck Professional Services	
	-\$45,000
Runbeck Printing & Forms	
	-\$24,700
Projected Balance	\$10,800

Prior Council or Other Entity Actions

December 10, 2019 Council adopted [Resolution No. 2019-62](#) Authorizing and Approving Runbeck Election Services for the Purchase of a Customized Agilis Ballot Sorting System

April 9, 2019 Council adopted [Resolution No 2019-99](#) Approving an Agreement with Runbeck Election Services, Inc. for Election Materials.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the second amendment the appropriate motion is...

That Resolution 2024-88 be adopted.

Alternatives

Do not approve the amendment and provide direction to staff.

RESOLUTION NO. 2024-88

A resolution approving Second Amendment to the Agreement between Broomfield and Runbeck Election Services for Agilis Ballot Sorting System Maintenance and Support and Election Materials Printing

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

Section 1.

The City Council hereby approves the Amendment Number Two, attached hereto, for the Agreement with Runbeck Election Services for Agilis ballot sorting system maintenance and support and election ballot printing and mail services.

Section 2.

The Mayor or Mayor Pro Tern is authorized to sign and the City & County Clerk to attest the Agreement, in form approved by the City & County Attorney.

Section 3.

The City and County Manager or a designee is authorized to renew the agreement for four additional one-year periods, subject to annual budget appropriation.

Section 4.

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

Approved on July 23, 2024

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

SECOND AMENDMENT TO THE AGREEMENT FOR RUNBECK SERVICES BETWEEN THE CITY AND
COUNTY OF BROOMFIELD AND RUNBECK ELECTION SERVICES

1. PARTIES. The parties to this Second Amendment (this “Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and Runbeck Election Services (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”
2. RECITALS. The Recitals to this Second Amendment are incorporated herein by this reference as though fully set forth in the body of this Second Amendment.
 - 2.1. The Parties entered into a service Agreement for Election Materials Printing and Agilis, dated January 23, 2023, and as subsequently amended (the “Agreement”).
 - 2.2. The Parties to this Second 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. Pricing for the goods and services shall be as established in Exhibit A. The not-to-exceed price for the term of the Agreement shall be \$320,000.
 - 3.2. 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. 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.
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 Second Amendment is executed by the Parties hereto in their respective names as of July 23, 2024.

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

Guyleen Castriotta, Mayor

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

Runbeck Election Services

By: _____

Name:

Address:

Exhibit A

PRICING

Exhibit B
CERTIFICATE OF INSURANCE



City of Broomfield

City Council Regular Meeting

Public Hearing - North Area Buried Water Tanks and Pump Station

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Action Items Item: 7A
Presented By	
Anna Bertanzetti	
Community Goals	

Overview

[View Correspondence](#) and visit BroomfieldVoice.com

The subject proposal includes the installation of three municipal water tanks as well as a pump station and associated facilities to be constructed to the south of the residential properties within Anthem Filing No 24 (Anthem Reserve). Two of the proposed tanks will be 135' diameter potable water tanks, while the remaining one will be a 154' diameter reuse tank. These structures are intended to provide necessary water to new and existing development in northern Broomfield, including during emergency situations.

Attachments

[North Area Tanks Fully Buried - Council Memo.pdf](#)

[Resolution 2024-68 North Area Water Tanks and Pump Station SDP-A.pdf](#)

Summary

[View Correspondence](#) and [BroomfieldVoice Page](#)

At a public hearing on [September 26, 2023](#) City Council reviewed a Site Development Plan for a proposed pump station and partially buried water tanks within Anthem Filing No. 24 (Anthem Reserve). City Council voted to table the proposal and provided direction at this meeting based on feedback from residents for staff to revise the plans to fully bury the tanks and bring back a revised proposal for the Council's consideration. The linked memorandum from this meeting includes relevant background information regarding the history of this project.

The subject revised proposal includes the installation of three fully buried municipal water tanks. The plans also include a pump station and associated facilities. All facilities are proposed to be constructed south of the residential properties within Anthem Filing No 24 (Anthem Reserve). Two of the proposed tanks will be 135' diameter potable water tanks, while the remaining one will be a 154' diameter reuse tank. These structures are intended to provide necessary potable water for maximum daily demands, peak hour demands and emergency fire flow to the area formerly known as Preble Creek Development (3,000-acre development now identified as Anthem and Baseline bounded by I-25 on the east, HWY 7 on the north, Boulder County/Broomfield County boundary on the west and 160th on the south), Wildgrass, Spruce Meadows and Westbrook Subdivisions along with new and existing developments in northern Broomfield. Two potable water tanks allow for redundancy if one of the tanks has to be taken offline without sacrificing fire protection in the area. The tanks will be designated "Tract E" for municipal infrastructure. The proposed tanks will be fully buried with an above-ground access hatch reaching approximately 6' in height. This will allow the tanks to be checked and cleaned as needed.

The pump station will include an additional parking area and emergency generators, both of which will be fenced off from public access. The pump station will be located within a designated Open Space; however, due to the size of the improved area (less than one acre), it will not trigger a change of use as outlined in the city charter.

In addition to the construction of the tanks and pump station, the proposal will include a reconstruction of existing trails and relocation of the seating/overlook area currently located within Tract E. The general overlook location will be to the north of the tanks, and the exact location will be coordinated with the Open Space and Trails Advisory Committee after grading for the tanks has been completed to allow for the best views and most appropriate placement. The subject proposal includes one variance request for a 7' high fence surrounding the tanks and pump station for security purposes. This request is necessary to ensure compliance with the Colorado Department of Public Health and Environment (CDPHE) Design Criteria for Potable Water Systems. Water Distribution tanks are considered "Protected Water Storage" by CDPHE. Protected Water Storage facilities must be protected by physical controls, fencing restricting access to all water works, detection devices for unauthorized physical intrusions, and human and vehicle access through controlled locations only.



View southwest from Overlook (buried Tanks)



View southwest from Overlook (partially buried Tanks)

Residents were allowed to provide feedback on the request at a neighborhood meeting on June 19, 2022. Some residents expressed concerns with the proposal at this meeting, including aesthetic concerns, relocation of the seating area, potential obstruction of views from residences, and impacts on property values. The staff has identified resident concerns as a key issue with the subject proposal, as some residents have provided communications to staff via email or on the Broomfield Voice webpage identifying concerns with the subject proposal.

Financial Considerations

The subject proposal has been budgeted for through Broomfield utility enterprise funds (water and reuse water funds). The cost analysis identifies that the cost for partially buried tanks is anticipated to be \$84.7 million plus 10% contingency (\$8.47 million) for a total project cost of \$93.17 million. In comparison, the cost of fully buried tanks will be approximately \$91.1 million plus 10% contingency (\$9.10 million) for a total project cost of \$100.2 million.

Note: Since the [Enterprise Utility Rate Review Council Memo](#) was finalized for the July 16, 2024 meeting, staff received updated design and construction cost estimates. The following table reflects the most current estimates.

Cost Analysis Buried vs Unburied Tanks		
Type	Partially Buried	Fully Buried
Estimate	100% Design GMP	100% Design ROM
Date	9/28/2023	3/11/2024
Cost	\$84,693,837	\$91,061,368
Contingency 10%	\$8,469,383	\$9,106,137
Total Tank Cost	\$93,163,220	\$100,167,505

Should the Council move forward with the fully buried design for the water tanks, the additional costs associated with this design will require further increases in the utility rates.

Prior Council or Other Entity Actions

[December 7, 1999](#) - Council approved the North Broomfield/I-25 Sub-Area Plan by Resolution No. 208-99.

[March 28, 2006](#) - Council approved the Anthem - West P.U.D. Plan by Resolution No. 2006-44

[April 26, 2016](#) - City Council Site Development Plan and Final Plat for Anthem Filing No. 24 by Resolution No. 2016-75

[July 13, 2021](#) - Council approved a consulting agreement with Burns & McDonnell for preliminary design services and feasibility report by Resolution No. 2021-126

[April 26, 2022](#) - Council approved an amendment to the consulting agreement with Burns & McDonnell for the Broomfield Tanks: Design Project by Resolution No. 2022-64

[October 25, 2022](#) - Council authorized funds in the 2023 Budget for the Broomfield Tank Projects (North Area Water - Tank and 3.2MG Reuse Tank Lowell/Sheridan) by Resolution No. 2022-114

[January 17, 2023](#) - City Council Study Session Request for Direction Regarding the Water and Reuse Tanks Project, specifically, tank(s) location and configuration (burial depth).

[September 26, 2023](#) - City Council reviewed a Site Development Plan for the proposed pump station and partially buried tanks. City Council voted to table the proposal and provided direction at this meeting for staff to revise the plans to fully bury the tanks and bring back a revised proposal for the Council's consideration.

[November 14, 2023](#) - City Council reviewed and approved a consulting agreement for Engineering Services with Burns & McDonnell, Inc. for the Redesign of the Broomfield Tanks Project

Boards and Commissions Prior Actions and Recommendations

On July 24, 2023, the Land Use Review Commission held a public hearing concerning the proposed site development plan. The Commission recommended denial of the proposed application by a vote of 7 to 0 with no conditions. This staff report outlines the concerns and recommendations identified by the Land Use Review Commission in detail.

Proposed Actions / Recommendations

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

That Resolution 2024-68 be adopted.

If the Council wishes to consider findings of denial, it is recommended...

That Council direct the City Attorney to draft findings in support of denial, and continue the application for a decision to a date certain.

Alternatives

If the Council desires to approve the partially buried application as presented at the public hearing on September 23, 2023, the appropriate motion is...

That Resolution 2024-68 be adopted with revisions to reference the Site Development Plan Amendment dated September 7, 2023, and revisions to the open space dedication to reflect .85 acres and \$73,100 for the payment to the Open Space Fund as required by the September 7, 2023 Site Development Plan Amendment.

Key Details

Key Issues Identified By Staff

Staff has identified one key issue with the subject proposal:

- Resident Concerns—Some residents have emailed or posted on the Broomfield Voice webpage to staff identifying concerns with the subject proposal. Concerns were also shared during the study session on January 17, 2023. These concerns include the potential loss of property value, diminished views from adjacent residences, relocation of the seating area, and disruption of existing views.

The staff has reviewed the residents' comments and worked to mitigate their concerns. The proposed tanks have been revised to show them fully buried with an above-ground entrance hatch, and the overlook seating area will be relocated to preserve the mountain views and the proposed tanks.

While several residents have identified that the developer/builder did not complete notices to buyers of a future tank as outlined within the subdivision improvement agreement per the Site Development Plan, this does not preclude the City from moving forward with a Site Development Plan Amendment.

Links to Application Materials

[Narrative](#)

[Site Development Plan Amendment](#)

[Color Plans](#)

[Sound Narrative](#)

Supplemental Documents on Broomfield Voice (note: these documents reference partially buried tanks)

- [Basis of Design Report](#)
- [Frequently Asked Questions](#)
- [Tank Selection Analysis](#)
- [NMFR Support Letter](#)

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Overview of Application

The City and County of Broomfield Public Works Department proposes development plans to install three buried water tanks and a pump station south of the Anthem Filing No. 24 (Anthem Reserve) Community. The proposed infrastructure is necessary to support new and existing development within the northern portion of the City and County of Broomfield. The location has been selected due to the elevation essential for tank operations and its proximity to current and future development. The tanks will provide reuse and potable water storage to residents and businesses located north of W 144th Ave and are vital to providing daily maximum; peak hourly and fire protection water to north Broomfield.

The proposed tanks will be fully buried with an above-ground access hatch that allows for cleaning and maintenance of the structures. The tanks are between 135' (potable tanks) and 154' (reuse tank) feet in diameter. The pump station will be approximately 9,010 square feet and approximately 30 feet in height at the lowest elevation point. The proposal includes the regulatory-required physical controls, fencing to restrict access to all water works, detection devices for unauthorized physical intrusions and human and vehicle access through controlled locations only. Additionally the proposal includes associated generators adjacent to the pump station and a relocation of the existing trail system and hilltop viewpoint.



Site Layout

Property Owner and Applicant

Property Owner / Applicant: City and County of Broomfield

Concept Review Plans

The proposal was not required to hold a concept review meeting with the City Council. The proposed improvements were discussed at a study session on [January 17, 2023](#). At this meeting, staff received direction from the City Council to move forward with the project in the location at Anthem Filing No. 24.

Background

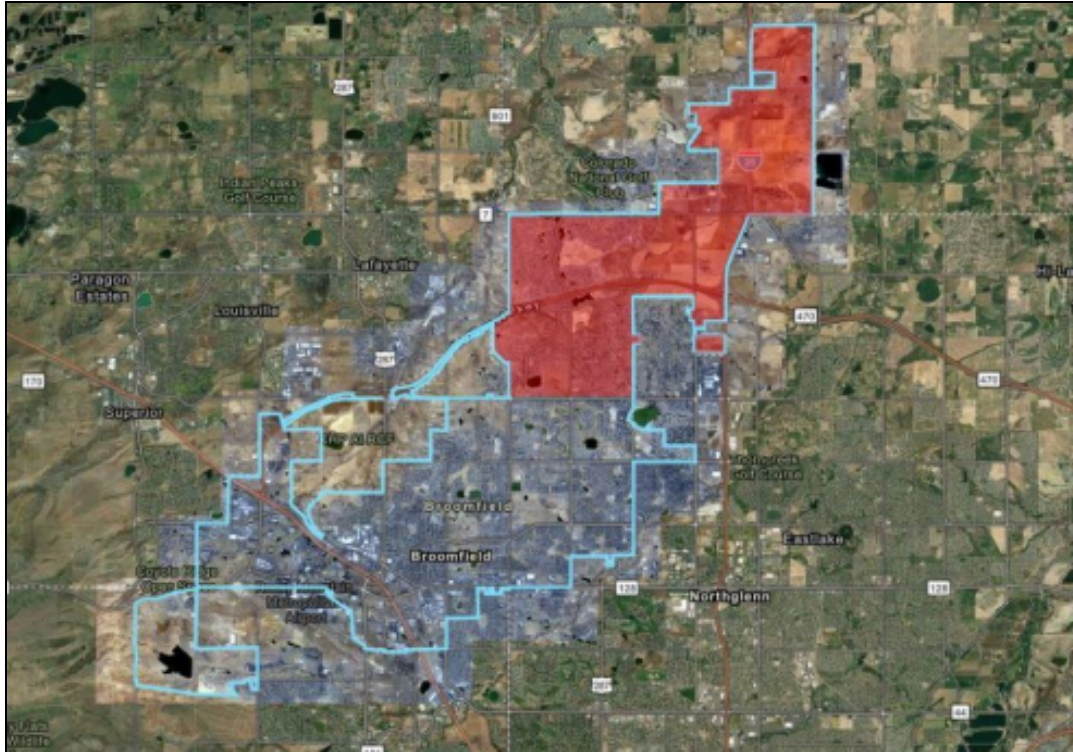
The September 26, 2023 memorandum includes detailed information regarding the relationship to the Broomfield Comprehensive Plan, Broomfield Goals and Policies, zoning, prior approved plans, and area context.

Current Application - Detailed Description and Staff Review

Description

The subject proposal is a site development plan amendment to allow for installing three buried water tanks (potable and reuse), a pump station, and associated parking and generators to the south of the Anthem Filing No. 24 Community. The proposed tanks will be between 135' (potable tanks) and 154' (reuse tank) feet in diameter. The pump station located southwest of the tanks will be approximately 9,010 square feet. The proposal will also include associated generators adjacent to the pump station and a relocation of the existing trail system and hilltop viewpoint.

The proposed infrastructure is necessary to support new and existing development within the northern portion of the City and County of Broomfield. The tanks will provide reuse and potable water storage to residents and businesses located north of W 144th Ave and are vital to providing fire protection to north Broomfield. The proposed location has been selected due to the elevation necessary for tank operations as well as its proximity to current and future development.



Location of Service Area

Background/Base Data

PROPERTY OWNERS/APPLICANT	City and County of Broomfield
PROPERTY LOCATION	Northeast Corner of Lowell Blvd and W 152nd St, South Anthem Filing No.24
PROPERTY SIZE	3.67 Acres - Tract E / 98.31 Acres - Tract B
CURRENT ZONING	PUD
PROPOSED ZONING	PUD
CURRENT LAND USES	Viewing Area / Open Space
PROPOSED LAND USES	Municipal Pump Station / Water Tanks
COMPREHENSIVE PLAN DESIGNATION	Open Lands

Land Use Summary

The following is a composite land use summary table for the project.

MUNICIPAL WATER TANKS - TRACT E		
Land Use Coverage	Approximate Acreage of Site Coverage	% Total
Tanks and Fenced Area	2.37 Acres	64.6%
Sidewalk / Drive Area	.04 Acres	1.1%
Open Area	1.26 Acres	34.3%
Total	3.67 Acres	100%

PUMP STATION - TRACT B		
Land Use Coverage	Approximate Acreage of Site Coverage	% Total
Building / Detention / Fenced Area (Change of Use)	.69 Acres	.7%
Streets/Alleys/Parking	.44 Acres	.5%
Open Area	97.20 Acres	98.8%
Total	98.3 Acres	100%

Site Layout

As previously discussed, the subject proposal includes three buried municipal water tanks, a pump station, and additional associated infrastructure. The image below highlights the location of the proposed improvements with the three tanks arranged in the designated Tract E and the pump station located in Tract B to the south of the existing parking lot. The tank and pump station area will be fenced in for security purposes.

The pump station will expand the existing parking lot to include two new spaces designated for employees or emergency services as necessary. The 9,010 sq ft pump station will require two electrical generators located south of the building to provide backup power in an emergency. These generators will be approximately 15' tall. Other various electrical boxes will be located around the site. Landscaping will be utilized to screen the pump station and generators from trail users.

The site plan will also redesign the existing trails in the area, most notably resulting in the trailhead access being relocated to the west side of the parking lot, and movement of the overlook seating area to the north of Tract E. 8' wide sidewalks have been included on each side of the parking lot to provide pedestrian access throughout the area.

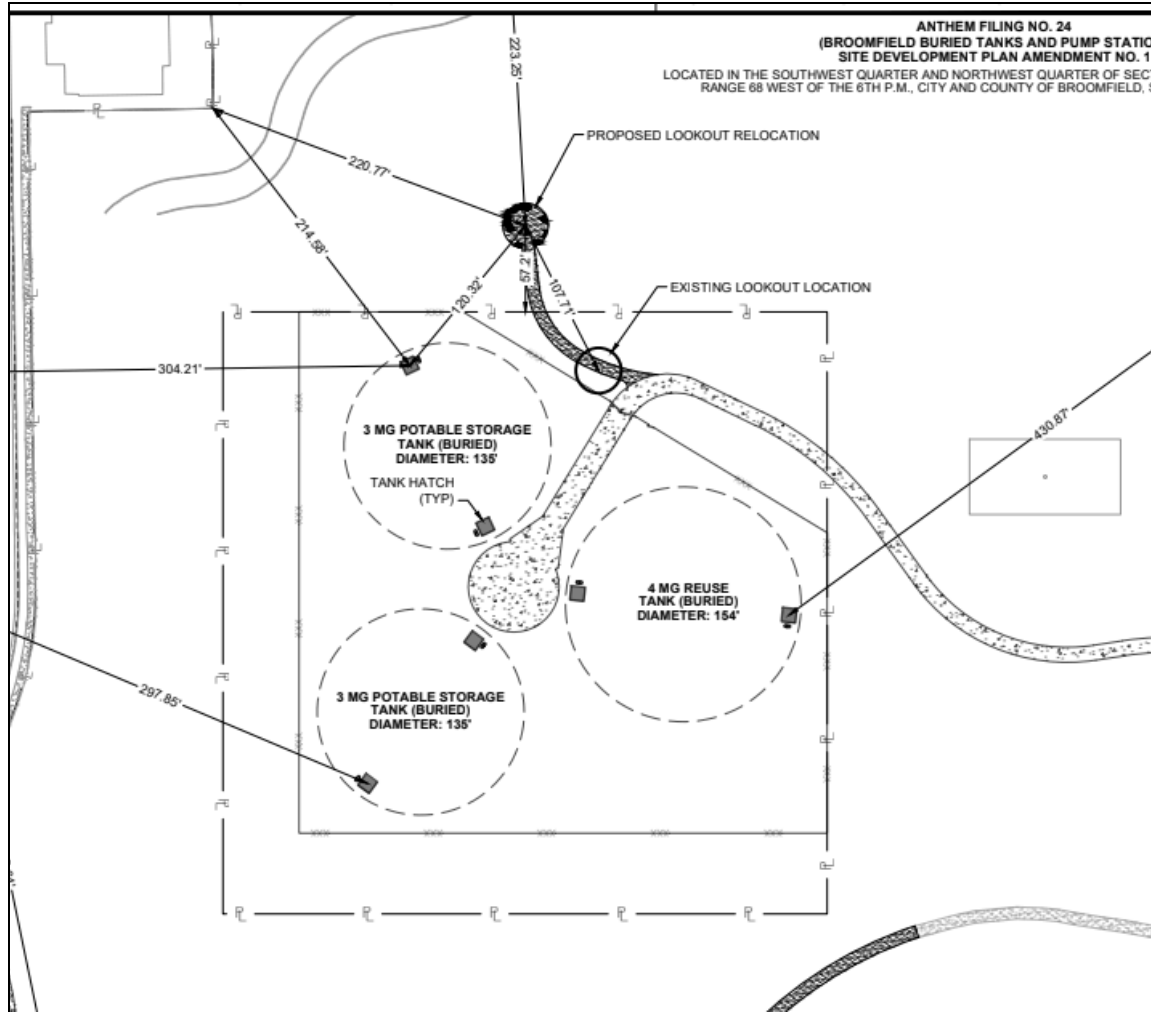
The 8' crusher fines trail will wrap around the pump station and head northeast, meeting the 10' concrete trail leading up to the tanks. The overlook seating area will be located north of the proposed tanks, and existing benches and furnishings will be relocated. The exact location of the seating area will be coordinated with the Open Space and Trails Advisory Committee and Open Space staff in the field after grading for the tanks, which will provide additional clarification on view corridors.

North Area Tanks (Fully Buried) and Pump Station
 Prepared By: Shelby Donohoe, Senior Planner



Site Plan - North is to Top

The project consultant provided a diagram outlining the distance from the proposed infrastructure to the existing residential properties within the Anthem community, as seen in the image below. This image can be viewed in greater detail in the provided Site Development Plan Amendment. The closest access hatch to a residential property will be approximately 214' from the property line.



Distance from Residential Property Lines to Above Ground Access Hatches

Use of City Open Space and Open Space Charter

While the water tanks will be constructed entirely within a designated municipal Tract E, the proposed pump station, associated parking, and generators will be located on Tract B, dedicated Open Space. The City and County of Broomfield Charter provides specific direction for construction within properties purchased with open space funds or dedicated as open space by a developer, which is how the City acquired this parcel.

The Charter outlines that changes involving less than one acre of land are exempt from the “change of use” requirements. The improvements located within Tract B are a total of .69 acres in size and do not trigger the change of use process described in the Charter. For parcels exempt from the change in use provision, the Charter requires just compensation to the Open Space Fund for the use of this land. The current value of undeveloped land in Broomfield is \$86,000 per acre. Applying the \$86,000 per acre to the .69 acres results in a payment to the Open Space Fund of \$59,340. The Council resolution approving this Site Development Plan Amendment includes approval of the payment of \$59,340 to the Open Space Fund for the use of the .69 acres of land as required by the Charter.

The Open Space and Trails Advisory Committee (OSTAC) reviewed the subject proposal on April 27, 2023. The committee asked questions and requested that staff coordinate the final location of the relocated overlook with OSTAC before construction. OSTAC also heard a brief update on the revised project plan on June 22, 2023.

The Parks, Recreation, and Senior Services advisory committee received a brief project update at the February 21, 2024, meeting. There were no comments at this meeting.

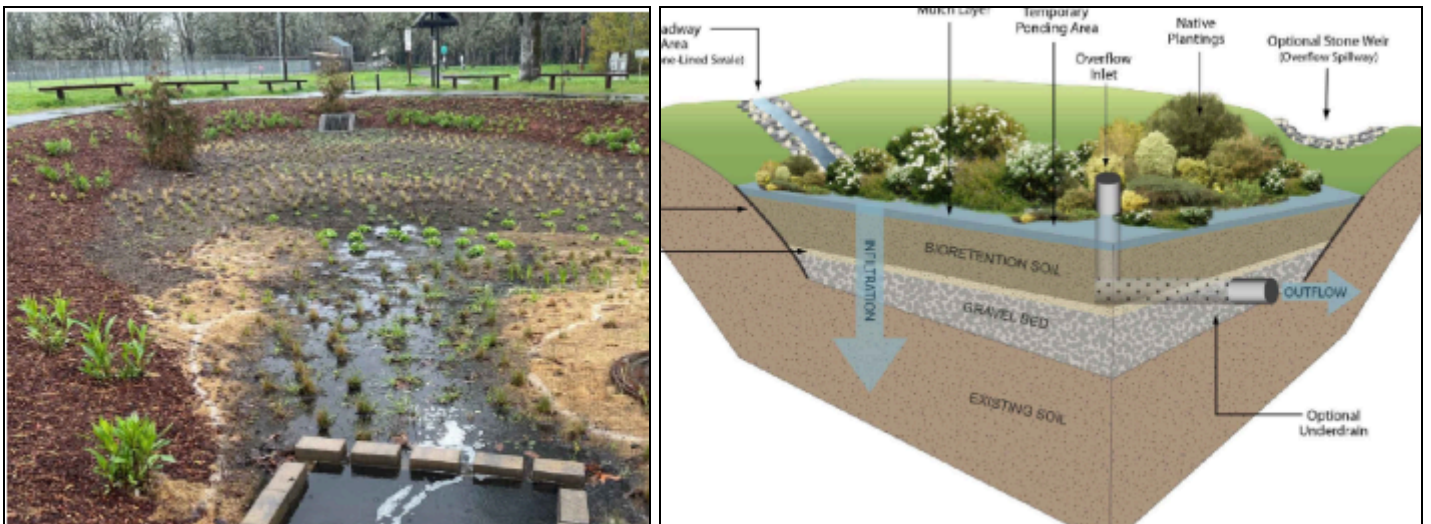
Vehicular Access, Circulation, and Parking

The trailhead parking lot located south of King Ct. will be expanded to provide access and parking for the pump station west of the open space. The new parking area will include two designated spaces servicing the station, which will be fenced with an access gate for city vehicles and emergency services. Staff is anticipating one maintenance visit to the station per day.

The project's main construction access will be Lowell Boulevard. Minor construction is expected on King Ct. for the reconstruction of the parking lot access and utility construction crossing King Ct.

Stormwater Detention

The site plan features one vegetated rain garden detention area to account for runoff associated with the new construction located west of the pump station. The pump station detention area has been included in the total impacted area within the open space Tract B for change of use calculations. No additional detention is required for the buried tanks.



Rain Garden Example Images

Variance

The subject proposal includes one variance to allow the installation of 7' fencing surrounding the water tanks and the pump station area. The City and County of Broomfield specify that fencing shall be a maximum of 6' in height; however, a height increase has been requested to allow for proper infrastructure security. The fencing will be a decorative metal style with angled tips.



Fence Design

Site Lighting

The site development plan includes a photometric plan that provides lighting levels and specifications. The proposed lighting will be motion-activated for night or evening repairs or during a security breach. The lighting will be fully cut off and directed downward to avoid light spills, and the photometric plans have shown that light spills should not impact adjacent homeowners. The following renderings illustrate the sites' appearance when motion-activated lighting is triggered. These lights will likely be triggered one at a time, and a situation where all the motion-activated lights activate at once would be in a rare emergency. The sensors detect an area of 50 ft. by 100 ft. with a time adjustment of 5 seconds to 12 minutes.



Pump Station and Tanks with Lighting Triggered - Elevated View above Lowell



Tanks with Lighting Triggered - View from Irving Court

Landscaping

The provided Site Development Plan includes a landscaping plan highlighting the locations of existing, new, and relocated planting materials. The plan identifies that a total of 47 existing trees will be impacted by the construction and associated site work related to the project, of which 30 are evergreen trees, and 17 are deciduous trees. Based on tree health, 43 trees are anticipated to be relocated. During construction, the contractor will work with the city forester to prioritize tree health. Staff will work alongside representatives from the Butterfly Pavilion during the restoration process to ensure the impacted area is returned to its natural state as much as possible.

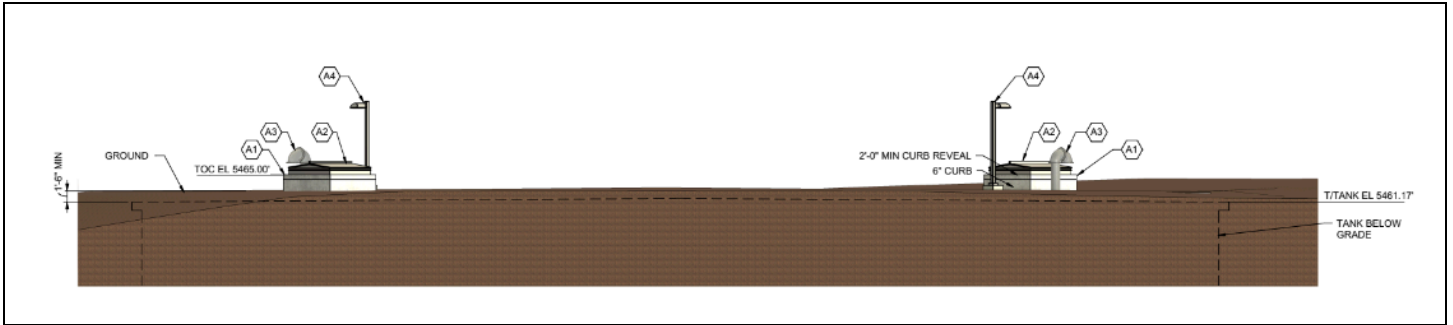
As shown in the landscaping plans, the transplanted trees will be located east of the parking area and to the Irving Ct cul-de-sac. Most of the new landscaping will be located adjacent to the pump station to provide screening of the station and generators to trail users.

The staff has explored the opportunity to relocate the existing landscaping adjacent to the tanks or install new landscaping. However, the open space area surrounding Tract E is not served by irrigation lines, and it is unlikely that any new or existing vegetation significant enough to provide a visual buffer for the fenced area would survive without irrigation.

Architecture and Visual Impact

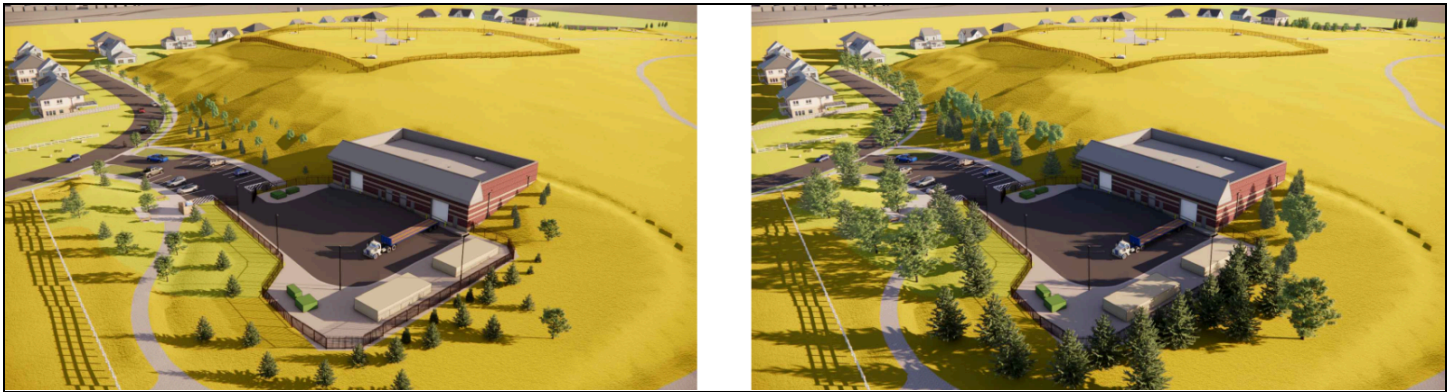
The proposed tanks have been redesigned to be located entirely below ground level. Each tank will have two access hatches that extend approximately 6' above grade. These access hatches are necessary for the maintenance and monitoring of the tanks when needed. The hatch areas will be neutral in color.

North Area Tanks (Fully Buried) and Pump Station
Prepared By: Shelby Donohoe, Senior Planner



Rendering of Below Ground Tank

The architecture of the proposed pump station is consistent with other municipal buildings and structures in the City and County of Broomfield. The primary building material will be a dark red brick with a dark bronze metal roofing, overhang, and light tan split face concrete masonry block bands to provide visual interest. Due to the grading and elevation of the area, a portion of this building will be underground. The building will be approximately 30 feet tall at the highest point (lowest elevation) and 121 ft. long.



Views of Pump Station - Immature Vegetation of Left, Mature Vegetation to Right

Two neutral-colored generators, approximately 15' in height and up to 47 ft. long, will be located outside and to the southeast of the pump station to provide power in emergencies.



Example Generator Image

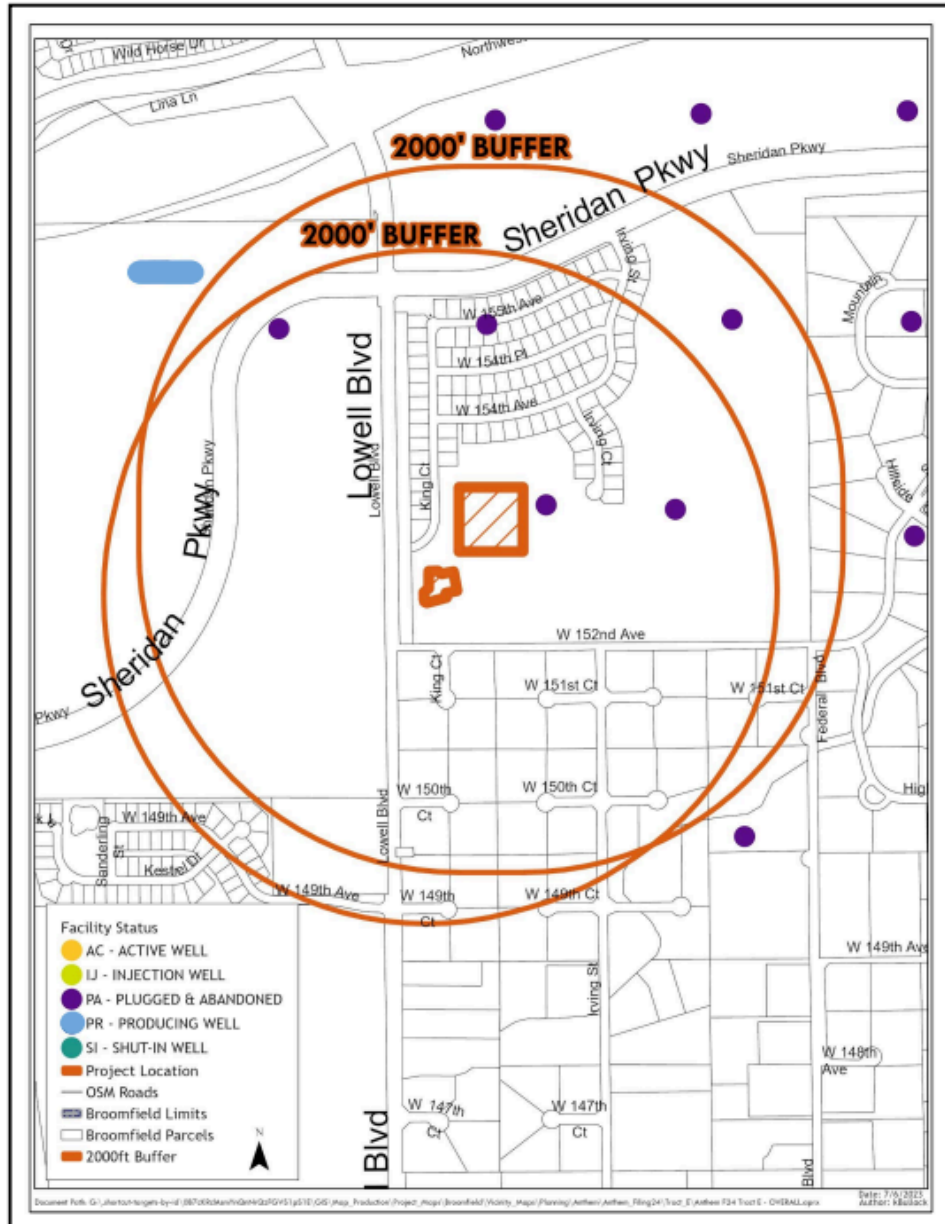
Audible Impacts

The project consultant has prepared a document addressing concerns about potential audible impacts from the tanks and pump station. The proposed pump station will be a double-walled structure to prevent any disturbance to the neighbors. Similarly, the generators will also be double-walled. They will only be used during emergencies when electricity is unavailable to the station and once a week for a brief 15-30 minute period for maintenance. This maintenance will take place during business hours.

The pump station and the tank site are equipped with alarms triggered during emergencies or unauthorized entrances. These alarm notifications have no audible component. They are sent to the Supervisory Control and Data Acquisition (SCADA) system to notify the City and County of Broomfield.

Oil and Gas

A plugged and abandoned well is approximately 170 feet from the designated Tract E intended for water tank use. This well is no longer in use and is not anticipated to cause any concerns with the proposed tanks or pump station.



In addition to the adjacent plugged and abandoned well, residents have raised concerns that fracking well bores through the area may cause problems with the proposed tanks. The wellbores in this area are located extremely deep in the earth, over one mile below the surface. Throughout the City and County of Broomfield and across Colorado and the country, homes, businesses, and infrastructure are constructed over the wellbores as the lines have no impact due to depth. Similarly, this project must be deeper into the earth to cause any concerns about the existing lines.

This project has been referred to the City and County’s oil and gas staff and the Colorado Energy and Carbon Management Commission (previously the Colorado Oil and Gas Conservation Commission) for review, and neither group has identified any concerns.

Wildlife and Environmental Study

As part of the site development plan, a biologist from Burns and McDonnell completed an environmental report. Additionally, a separate biologist from Smith Environmental was hired to complete a “20-Day Environmental Clearance Letter recently” (20-Day Letter), which is a secondary site visit typically done closer to the timeframe when construction-related work may begin. The 20-Day letter was completed to address on-site testing necessary for the project design.

The environmental report (available [at this link](#)) reviewed observations made at the site and provided recommendations to minimize impacts on wildlife and other natural resources in this area. It should be noted that as part of the latest 20-Day Letter work (available [at this link](#)) completed in July 2023 for additional geotechnical work that was completed, the biologist stated that they walked transects through the work area to look for nests specifically and did not find any.

During the Land Use Review Commission (LURC) hearing, some residents voiced concerns regarding the presence of Chihuahuan Meadowlarks in the area and the potential impact of the construction on these birds. Following the public hearing, staff contacted both biologists to discuss this concern. The biologist for Burns and McDonnell responded to the staff’s inquiry as follows:

Western meadowlark was listed as an observed species in my report and recommendations were provided to limit impacts to all migratory birds, including meadowlarks. Chihuahuan meadowlark is a new species that was split from the eastern meadowlark just last year in 2022. This species was discovered based on vocal analyses and genome sequencing to distinguish it from the eastern meadowlark. Eastern meadowlarks are not considered a Colorado species as their range does not extend to Colorado, however, some recent reports have made claims to see both the eastern and Chihuahuan meadowlark in Colorado (see report below). Still, these two species are very rare in Colorado. The bird we noted on site as a western meadowlark may have been a Chihuahuan meadowlark, though it would have been difficult to tell based on visual observation alone and one would need detailed audio and DNA analysis to be sure. Overall, the Chihuahuan meadowlark is not a listed species, so even if it is a Chihuahuan meadowlark and not a western meadowlark within the property, it would not have changed the results or recommendations provided in the report.

<https://cobirds.org/new-meadowlark-species-chihuahuan-meadowlark-includes-the-lilians-subspecies/>

Smith Environmental provided the following response:

“A staff member of Smith Environmental who is an environmental scientist with Smith Environmental and Engineering and a Certified Ecologist through the Ecological Society of America, conducted an investigation at the Broomfield tanks site east of Lowell Boulevard and south of Sheridan Parkway in the morning on July 21, 2023. Rebecca made note of all bird species observed on site (seen or heard), with the most common being a species of meadowlark. Additionally, Rebecca utilized the Merlin app (by The Cornell Lab), which allows users to record and identify bird calls. The only recorded bird call at the site was identified in the app as a Western Meadowlark. Because July occurs within the breeding season for many species, Rebecca walked transects through the entire disturbance area to look for active bird nests, which would need to be marked and protected until the nest is no longer active. No such nests were found, and no breeding behaviors were observed from birds in the area. For Western Meadowlarks, breeding activity in Colorado has been observed into early August, but most of the observations by late July are of fledged young, not active nests. Because the

species designation for the Chihuahuan Meadowlark is so new, SMITH is uncertain how breeding phenology may differ between these two species. It is possible, though unlikely, that nests have been established in the project area after the July 21 site investigation."

As required for all construction, another 20-Day Letter will be required based on a biologist's observations at the site within 20 days of the first day of construction. This is a standard part of Broomfield's development process to ensure there has been a recent survey of the site to verify if any conditions related to wildlife or environmental concerns have changed between the first visits and when construction is expected to begin. This future 20-Day Letter will be reviewed by staff, and recommendations found in the report will be followed.

Neighborhood Outreach and Communication

A neighborhood meeting was held virtually on June 29, 2022. The meeting is a required part of the development review process due to the need for a site development plan amendment. Approximately 29 people attended the meeting; a meeting summary is available [here](#). The meeting was intended to inform surrounding residents about the project and gather feedback. Staff received significant public comments during and after the meeting through the Broomfield Voice [project website](#) and via email.

Based on feedback from this neighborhood meeting, staff evaluated additional potential tank locations for review and feasibility. Based on the site evaluation results, the Anthem Filing No. 24 site was the preferred project location. This conclusion was presented to the City Council during a Study Session on [January 17, 2023](#). At this meeting, staff received direction from the City Council to move forward with the project in the preferred location and direction to proceed with partially buried tanks.

Public Notice

The City and County of Broomfield standard public notice requirements have been met for this case.

- At least ten days before the meeting, mail notices were sent to all property owners within 1,000 feet of the project boundaries.
- Sign(s) advertising the public hearing were posted on the property at least ten days before the meeting.
- Publication in the newspaper (Broomfield Enterprise) more than five days before the hearing.

A project website was created for this development on the BroomfieldVoice platform. Staff provided general information and shared submittal documents on this page throughout the technical review process. That website can be accessed [here](#).

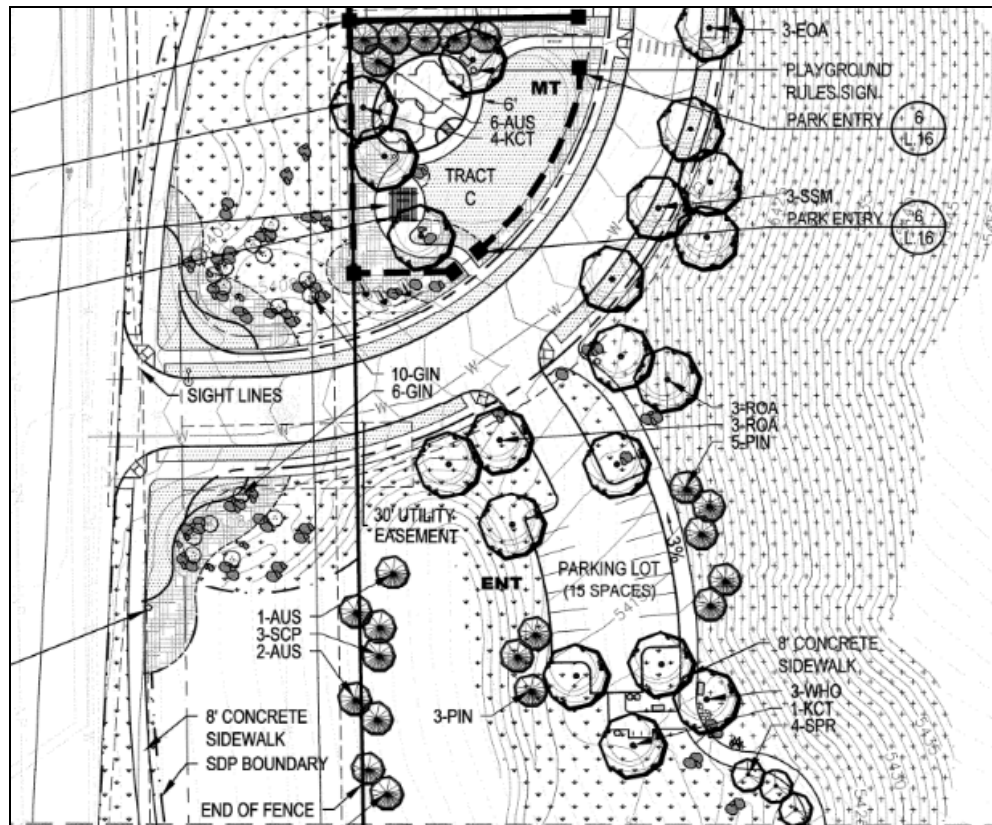
Land Use Review Commission

On July 24, 2023, the Land Use Review Commission held a public hearing concerning the proposed site development plan. The Commission recommended denial of the proposed application by a vote of 7 to 0 with no conditions. The concerns and recommendations identified by the Land Use Review Commission can be summarized below:

- Access point—The Land Use Review Commission has raised concerns about the access point to the future pump station being located off of King Ct. These concerns were primarily related to maintenance vehicles and pump station employees driving onto King Ct and increasing traffic within

the community. LURC recommended that staff explore redesigning the existing parking lot and pump station access to Lowell Blvd rather than King Ct.

Staff has discussed this opportunity with the City Traffic Engineer, who has advised against the relocation of the access to Lowell Blvd and has provided a [letter of explanation](#). In addition to the information in this letter, the new access point would need to be a right-in-right-out, which may not be ideal for maintenance vehicles or emergency services requiring access to the site. Additionally, the parking area was initially installed to allow residents access to the trails to the south and the Tract C pocket park to the north; moving access to the parking lot would make accessing this area more difficult.

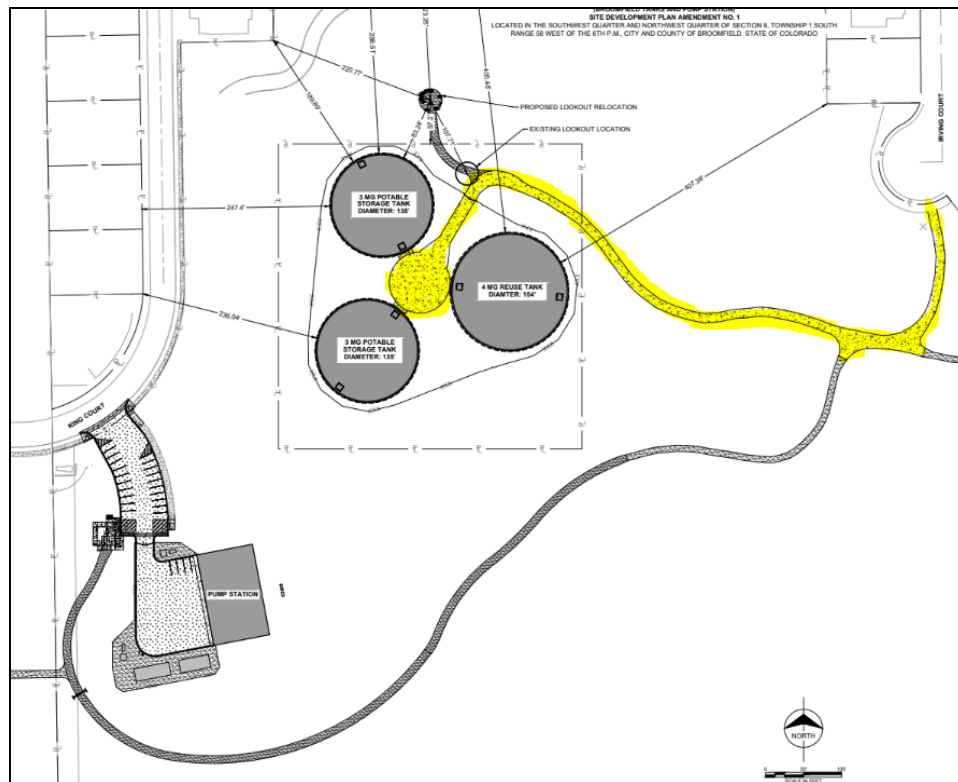


Original design of parking area from Anthem Filing No. 24 SDP

- **Alternative sites** - Land Use Review Commission members stated at the hearing that they felt staff did not thoroughly explore alternative sites for the proposal. The Capital Improvements Division, in coordination with Burns and McDonnell prepared an [alternative site analysis](#) which was presented to City Council on January 17, 2023. In this analysis, specific criteria were used to identify potential site/parcel locations, including:
 - Must have a ground elevation at or above 5350 ft, which is 100' lower than the existing, platted tank site in Anthem 24
 - Is 5 acres or larger
 - It is north of W. 144th Avenue (within [pressure zone III-N](#))
 - Limited conflicts with existing nearby utilities
 - The land is possible to acquire

Potential sites meeting those criteria were further reviewed for feasibility and suitability. Developed properties, including private properties and public parks, were removed from consideration, leaving four additional sites for an alternative analysis. Based on the site evaluation results, the original site was identified as the preferred project location, and the City Council directed staff to proceed with this location following the study session in January 2023.

- **Landscaping** - The Land Use Review Commission suggested that staff explore landscape screening of the proposed tank area. The staff has explored this option with the Open Space and Trails Division and the City Landscape Architect and identified concerns with this request. The area adjacent to the designated Tract E is City Open Space and does not have water and irrigation lines. Establishing landscape materials significant enough to provide screening to the tanks would require water and irrigation lines or frequent watering through water trucks. Without water, the landscaping would not survive. The Open Space area is also intended to be restored to a natural prairie environment. Screening material such as evergreens is inconsistent with species typically found in this habitat near the hilltop.
- **Tank Maintenance Pathway** - A paved concrete maintenance pathway is required for service vehicles to access the proposed tanks. The paved trail area is located east of the tanks, providing access from the Irving Ct cul-de-sac, which provides the most direct path to the designated Tract E. At the Land Use Review Commission hearing, it was suggested that staff explore paving and widening the portion of the trail to the south and west of the tanks, originating from the parking lot on King Ct. This is currently shown as an 8' wide crusher fines trail. This suggestion intended to eliminate maintenance vehicles accessing the site through Irving Ct, and directing all maintenance vehicles to the same point on King Ct.



Paved access road / trail in yellow, crusher fines trail in gray

The staff has reviewed this suggestion and determined that the paved trail area, as currently shown, will have less of an impact on the Open Space and allow a greater length of trail to remain crusher fines. This is the preferred option to accommodate trail users and maintain the character of the open space site. As discussed previously, tank maintenance vehicles are anticipated to visit the site once per day. They will typically use a standard pickup truck for these trips, which is not expected to disrupt the community.

- Fill-over area—During the public hearing, the Land Use Review Commission suggested that additional fill be relocated to the north of the tanks to provide a bermed area to allow for screening of the structures.

The plans have since been revised to show fully buried tanks; as such a berm will not be necessary for screening purposes.

City Council Hearing

On [September 26, 2023](#) City Council reviewed a Site Development Plan for proposed partially buried tanks and the pump station. The tanks at this hearing were approximately 8-11' above ground as shown in the image below. Some concerns were identified by residents at this hearing including property value impacts and impacts to the view planes from existing homes and the hilltop seating area. After this hearing City Council voted to table the proposal to allow staff and the project consultants to revise the proposal to bury the proposed tanks entirely.



Renderings - Partially Buried Tanks



Renderings - Buried Tanks

Staff Review of Key Issues

Staff has identified one key issue with the subject proposal:

- Resident Concerns—A number of residents have emailed staff, attended the Land Use Review Commission and neighborhood meeting, or posted on the Broomfield Voice webpage identifying concerns with the subject proposal. These concerns include the potential loss of property value, diminished views from adjacent residences, relocation of the existing seating area, and disruption of existing views.

The staff has reviewed the residents' comments and worked to mitigate their concerns. The proposed tanks have been revised to show them fully buried with an above-ground entrance hatch, and the overlook seating area will be relocated to preserve the mountain views and the proposed tanks.

While several residents have identified that the developer/builder did not complete notices to buyers of a future tank as outlined in the subdivision improvement agreement, this does not preclude the City from moving forward with a Site Development Plan Amendment.

Applicable Municipal Code Provisions

A public hearing is required. After the public hearing, the City Council reviews the application based on the following provisions of the Broomfield Municipal Code:

Site Development Plans and Site Development Plan Amendments

17-38-180 - Site development plan; hearing and notice; land use review commission.

The Land Use Review Commission shall hold a public hearing on the site development plan. Notice shall be given in accordance with the provisions of chapter 17-52, B.M.C.

17-38-190 - Site development plan; recommendation or decision; land use review commission.

- (A) Within thirty days of the conclusion of its public hearing, the land use review commission shall adopt a resolution to approve, approve with conditions, or deny the proposed site development plan, based on the applicable factors noted in section 17-38-220, B.M.C. Once the land use review commission issues a determination, the determination shall not be final, and no permits based upon the determination shall be issued, for 15 calendar days after the date of the determination, in order to allow time for the applicant to appeal, or for the city council to call-up the determination for further review, pursuant to section 17-38-195, B.M.C. If the decision is for conditional approval, the conditions under which the site development plan would be acceptable shall be set forth.
- (B) Notwithstanding the above, in such cases where an applicant is seeking approval of any of the following, either as a part of an application for a site development plan or in relation thereto, the final decision on the site development plan shall be made by the city council:
- (1) A site development plan for seven acres or greater;
 - (2) An urban renewal site plan for seven acres or greater;
 - (3) A use by special review that includes any oil and gas facilities or wireless communications facilities as an approved use; and
 - (4) A development agreement, reimbursement agreement, subdivision improvement agreement, or improvement agreement requiring a financial incentive or financial obligation to be paid by the city.
- (C) For any site development plan that requires final approval by the city council pursuant to subsection (B) herein, following a public hearing, the land use review commission shall adopt a resolution recommending approval, disapproval, or conditional approval of the site development plan, which shall be referred to the city council for final decision.

17-38-195 - Site development plan; appeal; call-up by city council.

- (A) Appeal.
- (1) The decision of the land use review commission to approve, approve with conditions, or deny a site development plan may be appealed to the city council by the applicant or other interested party. An appeal shall be filed in writing with the planning director not more than fifteen days after the action taken by the land use review commission. The appeal shall state all reasons for dissatisfaction with the action of the land use review commission.
 - (2) The city council shall hold a noticed public hearing on the appeal. The decision by the city council to approve or deny a site development plan shall be final and binding. The accepted appeal will be placed on the first possible public hearing agenda, to be determined and coordinated by the city clerk's office. City council shall hold a public hearing on the proposed site development plan application and approve, approve with conditions, or deny the proposed site development plan, based on the applicable approval criteria in section 17-38-220, B.M.C.
- (B) Call-up by city council.
- (1) At the same time a decision concerning the site development plan is provided to the applicant, the planning director shall forward to the city council a written statement including at a minimum the following:
 - (a) The location of the affected property
 - (b) A description of the proposed site development plan
 - (c) Summary of public comments submitted regarding the application

- (d) The basis for the land use review commission's decision
- (2) Upon receiving the planning director's statement, and no later than 15 calendar days after the date of the approval, a city councilmember may call-up the commission's decision for review before the city council.
 - (a) The city council shall review the commission's determination at a public hearing held as soon as practical after the commission's decision. Prior written notice of this hearing shall be provided to the applicant and the public pursuant to chapter 17-52, B.M.C.
 - (b) At the public hearing, the city council shall consider evidence related to the commission's decision, which may be presented by the city manager or designee, the applicant, or interested members of the public. The city council shall not be limited in their review to the subject of the call-up, but may review any aspect or component of the application that was called-up. Based upon this evidence, the city council may affirm the commission's decision, alter conditions, add new conditions, or reverse the commission's determination on any aspect of the site development plan application. No site development plan that is the subject of a call-up shall be recorded, and no permits based upon the site development plan shall be issued, until such time that a public hearing has been conducted by the city council and a final decision approving the site development plan has been made by the city council.

17-38-220 - Review standards.

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed site development plan meets the following standards:

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should include any common areas serving the site, and adequate provisions should be made for the ownership and maintenance of such areas.
- (J) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
- (K) The proposal should be consistent with the approved PUD plan.
- (L) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

17-38-230 - Modification.

- (A) The city manager or his or her designee may approve modifications to the site development plan if he or she determines the modifications are generally consistent with the approved PUD plan and site development plan. Such modifications are also restricted to the following categories and limits:

- (1) Floor area ratios, number and density of dwelling units, building coverage, and overall exterior dimensions may be decreased by any amount or may be increased by not more than 10%.

- (2) Minimum lot sizes and open area may be increased by any amount or may be decreased by not more than 10%.
 - (3) Parking and drive coverage may be changed by not more than 10%.
 - (4) Location, species, and size of new trees and shrubs, and location and type of turf, ground cover, planting areas, retaining and decorative walls, fences, and similar structures can be changed, provided that materials remain equivalent and locations remain appropriate.
 - (5) The grading plan may be changed, provided that the city engineer determines there is a sound engineering basis for such change.
 - (6) Other modifications may be made if, in the opinion of the city manager or his or her designee, they are minor in scope, will not have a detrimental effect on the neighborhood or the project, and satisfy the review standards of section 17-38-220.
- (B) Except as provided in subsection (A) of this section, any modification to an approved site development plan requires the same review by the land use review commission and the city council as the original site development plan.
- (C) At the discretion of the city manager or his or her designee, a formal or informal hearing may be conducted to assist in making findings relevant to modifications permitted by this section. All costs of notification and hearing shall be borne by the proponent of, or applicant for, the modification.

RESOLUTION NO. 2024-68

A Resolution approving the Anthem Filing No. 24 (Broomfield Buried Tanks and Pump Station) Site Development Plan Amendment and Use of Less than One Acre of City-Owned Open Space

Recitals

- A. The applicant, the City and County of Broomfield, submitted a development review application for a Site Development Plan Amendment for new water tanks and a pump station in Anthem Filing No. 24. The application also included consideration of a change in use of less than an acre of public Open Space land for water tanks, pump tanks and associated improvements.
- B. A public hearing was heard by the Land Use Review Commission on July 24, 2023, at which time the Land Use Review Commission by formal resolution recommended denial of the site development plan amendment for the partially buried water tanks.
- C. After proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by Council on September 26, 2023, at which time Council tabled the discussion and directed staff to revise the Site Development Plan documents to provide an option for fully buried tanks rather than the partially buried tanks presented at the hearing.
- D. After proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on August 13, 2024, to reconsider the Site Development Plan Amendment including an option with the tanks fully buried.

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

Section 1. Findings

Giving consideration to Broomfield Master Plan and the Broomfield Municipal Code, recommendations from the Land Use Review Commission, comments of public officials and agencies, and testimony and written comments of all interested parties, the City Council finds as follows:

- A. The proper posting, publication and public notice were provided as required by law for the hearings before the Land Use Review Commission and the City Council, and the Community Development case file is hereby incorporated into the record.
- B. That the hearing before the City Council was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested

parties were heard at those hearings.

SDP Findings:

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal mitigates potential negative impacts on nearby properties.
- E. The proposal maximizes potential positive impacts on nearby properties.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- G. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.
- H. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale.
- I. The land uses within the proposal are compatible with one another and with nearby properties.
- J. The proposal has been limited to less than an acre and is consistent with previous approvals which reduces the impacts on the adjacent open area.
- K. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- L. There is one requested variance to allow a 7 foot high fence, rather than a 6 foot fence, which deviation from the Broomfield Municipal Code is justified to maintain security of the tanks, pumps and safety of the City's water supply.
- M. The proposal is consistent with the approved PUD plan.

Change in Use - Exception for Less than 1 Acre

- N. Broomfield Charter Section 18.3(b)(3)(B) permits the use of City-owned open space when Council determines the use is for public roads and rights of way, utility lines or transmission devices, or changes involving less than one acre of land, and just compensation is paid by the City to the Open Space Fund.
- O. The proposal seeks to use less than one acre, specifically .69 acres, of dedicated City-owned open space within Anthem Filing No. 24 as shown in the Anthem Filing No. 24 (Broomfield Buried Tanks and Pump Station) Site Development Plan Amendment.

Section 2. Action

- A. On the basis of the above and pursuant to the provisions of Chapters 16-20 and 17-38 of the Broomfield Municipal Code, the Anthem Filing No. 24 (Broomfield Buried Tanks and Pump Station) Site Development Plan Amendment dated May 7, 2024 is hereby approved.
- B. The use of approximately .69 acres of dedicated City-owned open space within Anthem Filing No. 24, Tract B, for water tanks, pump stations, and associated improvements as shown on the Anthem Filing No. 24 (Broomfield Buried Tanks and Pump Station) Site Development Plan Amendment is hereby approved as an exception to the change in use process set forth in Section 18.3 of the Charter, and compensation in the amount of \$59,340 will be paid to the Open Space Fund concurrently with the recordation of the Site Development Plan Amendment dated May 7, 2024.

Section 3.

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

Approved on August 13, 2024.

The City and County of Broomfield,
Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

KKH

City and County Attorney



City of Broomfield

City Council Regular Meeting

The Bay Phase IV CM/GC Construction Agreement

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Action Items Item: 7B
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](https://www.broomfieldvoice.com)

The memo is requesting approval of a construction agreement with Pinkard Construction Company for The Bay Renovations Phase IV. In March 2024, Broomfield entered into a preconstruction contract with Pinkard following a competitive procurement process.

Attachments

[The Bay Phase IV CM_GC Construction Agreement Memo \(1\).pdf](#)

[Resolution 2024-90.pdf](#)

[Broomfield BayRenovation Phase IV - AIA A133 GMP Amendment signed by PCC + Exhibits B-K 6-24-24.pdf](#)

Summary

[View Correspondence](#)

The Bay Phase IV Renovation project includes the removal and replacement of the primary leisure pool, family slide, body slides, and slide plunge pool along with the addition of deck space, shade structures, and a new mechanical building. It will address noncompliance issues with current health and safety codes, ADA noncompliance, electrical issues, and additional maintenance and failure issues attributed to the age of the pool and systems, originally constructed in 1991.

The [Bay Aquatic Park Implementation Plan](#) was reviewed by Council at the May 29, 2012 Study Session. Previous improvements to The Bay include: Phase 1- Filter Replacement (2012), Phase II- Tot Pool Renovation and Sprayground (2014), and Phase III- Building Improvements (2017).

BHA Design, Inc. completed the design of the Phase IV construction documents in May 2024.

In November 2023, Broomfield issued a competitive Request for Qualifications/Proposals, open to all interested parties, seeking a contractor to serve as the Construction Manager/ General Contractor (CM/GC) for The Bay Phase IV Renovation project. Nine (9) contractor responses were received by the December 2023 deadline.

Contractor qualifications were reviewed by a multidisciplinary team consisting of Facilities, Recreation, and CIP staff. Pinkard Construction Co. was selected based on qualifications, previous experience, project approach, and fee. Pinkard's submitted fee was 3.5%. This fee is the agreed-upon profit percentage for the CM/GC; separately, they competitively bid all construction work.

The CM/GC agreement is a two-step process. Step one authorizes preconstruction services for the project. Preconstruction services include reviewing the design drawings, providing cost estimates, making recommendations to the design team to improve constructability and quality and for cost-saving measures, and competitively bidding the work to subcontractors.

On March 1, 2024, Broomfield entered into a CM/GC agreement for preconstruction services with Pinkard Construction Co., for \$20,127, which did not require Council authorization.

Step two includes approval of the Guaranteed Maximum Price (GMP), as Amendment One (1) to the CM/GC agreement for the actual construction scope of the project.

Proposed Resolution 2024-90 would authorize Amendment One (1) to the Construction Manager/General Contractor Agreement with Pinkard Construction Co., for The Bay Phase IV Renovation, in the amount of \$9,488,666.

If approved, the project's construction will begin immediately, with The Bay's final day of the 2024 season set for August 11, 2024. Construction will take approximately 11 months with the objective being to re-open The Bay for a partial 2025 season.

A neighborhood meeting scheduled for July 24th. Eleven additional meetings are scheduled for staff and the contractor to engage in-person with neighboring residents, including two in August scheduled around the start of construction.

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
The Bay Phase IV Renovation (21F0047) (CIP: 20-70080-55200)	\$10,245,604
The Bay Phase IV Renovation (21F0047) (SCTF: 24-70080-55200)	\$100,000
Irrigation Replacements- Citywide (0AZ0017) (OS & Parks: 22-70040-55200)	\$35,000
Construction Agreement - Pinkard Construction Co.	
	-\$9,488,666
Xcel Energy (utility relocation)	-\$18,753
Preconstruction Agreement - Pinkard Construction Co.	-\$20,127
Amended Design Consulting Agreement - BHA Design, Inc.	-\$485,450
Other Consulting Services (survey, geotech, environmental, etc.)	-\$40,745
Waterslide Restoration (2022) - Amusement Restoration Companies	-\$43,290
Design Agreement Contingency (BHA)	-\$48,545
Ancillary work, consulting services and contingency (fiber, environmental, materials testing, structural inspections, IT equipment, etc.)	-235,027
Projected Balance	\$0

Prior Council or Other Entity Actions

Council authorized funds in the [2024 Budget](#) for The Bay Phase IV Renovation Project.

On December 7, 2021 Council approved Resolution No. [2021-198](#) for the design of The Bay Phase IV.

On December 9, 2024 Council approved Resolution No. [2024-09](#) for a design contract amendment

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 2024-90 be adopted.

Alternatives

Do not proceed with the project. However, the noncompliance issues with current health and safety codes, ADA noncompliance, electrical issues, and additional maintenance and failure issues will remain and will need to be addressed so that the facility can remain an amenity and service to the community.

RESOLUTION NO. 2024-90

A Resolution Approving the Guaranteed Maximum Price Amendment to the Construction Management/General Contractor Agreement with Pinkard Construction Co. for The Bay Phase IV Renovation Project

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

Section 1.

The Guaranteed Maximum Price Amendment to the AIA Document A133 - 2019 Standard Form of Agreement by and between the City and County of Broomfield and Pinkard Construction Co. for The Bay Phase IV Renovation project in the amount of \$9,488,666 is hereby approved.

Section 2.

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

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

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

Approved on July 23, 2024

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney



AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 23rd day of July in the year 2024, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 1st day of March in the year 2024 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Broomfield Bay Renovation Phase IV
250 Spader Way
Broomfield, Colorado 80020

THE OWNER:
(Name, legal status, and address)

City and County of Broomfield, a Colorado municipal corporation and county
One DesCombes Drive
Broomfield, Colorado 80020

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Pinkard Construction Co.
9195 West 6th Avenue
Lakewood, Colorado 80215

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine million four hundred eighty eight thousand six hundred sixty six and 00/100 USD (\$

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

9,488,666.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See attached Exhibit C

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit D	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Exhibit D		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

Established as follows:

(Paragraphs deleted)

The date of commencement of the Work shall be the date upon which the Contractor has received a written notice to proceed, the final construction drawings and specifications with accepted value engineering and revisions incorporated as outlined in Paragraph 14.5.9 of the AIA A133 Agreement, full building permit, access to the site and execution of this GMP Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Three hundred twenty two (322) calendar days from the date of commencement of the Work

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit E

Section	Title	Date	Pages
See Exhibit E			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit E

Number	Title	Date
See Exhibit E		

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See attached Exhibit F	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See attached Exhibit G

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit B – AIA A133-2019 – Insurance & Bonds

Exhibit H – Summary of agreed upon revisions to previously executed AIA A133 / A201 GMP Agreement dated 3-1-24

Exhibit I – Construction Manager Hourly Labor Rate Schedule

Exhibit J – Construction Manager Owned Rental Equipment / Tool Rate Schedule

Exhibit K – City and County of Broomfield Supplemental Insurance Requirements

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants and design professionals, identified below:

N/A, Owner has retained entire Design Team of Record

This Amendment to the Agreement entered into as of the day and year as it appears on page one of this document.

CITY & COUNTY OF BROOMFIELD


PINKARD CONSTRUCTION CO.

OWNER (Signature)



CONSTRUCTION MANAGER (Signature)

(Printed name and title)



(Printed name and title)



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 23rd day of July in the year 2024
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)
Broomfield Bay Renovation Phase IV
250 Spader Way
Broomfield, Colorado 80020

THE OWNER:
(Name, legal status, and address)
City and County of Broomfield
One DesCombes Drive
Broomfield, Colorado 80020

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Pinkard Construction Co.
9195 West 6th Avenue
Lakewood, CO 80215

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER’S INSURANCE**
- B.3 CONSTRUCTION MANAGER’S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit and as supplemented by Exhibit K – City and County of Broomfield Insurance Requirements. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER’S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager’s request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Construction Manager’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as named insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
None	

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
Temporary Structures and Forms	\$250,000
Testing and Equipment Breakdowns	Included
Debris Removal	\$100,000
Expediting Expense	\$50,000

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Construction Manager shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Business Income or Rental Value due to an unexcused delay in Substantial Completion**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss and a resulting unexcused delay in substantial completion of the Project. This coverage shall be provided only upon Owner's written request and the additional cost of such coverage shall be at the Owner's sole expense. Owner shall provide to the Construction Manager and be solely responsible for selecting an adequate amount of loss of use, business interruption and delay in completion exposure valuation amount (including providing evidence satisfactory to the Construction Manager).
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner and Construction Manager for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan interest; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the

completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

\$1,000,000

§ B.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage
None

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, Lender(s) and Investor(s) as additional insureds for claims caused by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available and to the extent permitted by law, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million US dollars (\$ 1,000,000) each occurrence, Two Million US dollars (\$ 2,000,000) general aggregate, and Two Million US dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property but excluding the Work itself;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million US dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than Five hundred thousand US dollars (\$ 500,000) each accident, Five hundred thousand US dollars (\$ 500,000) each employee, and Five hundred thousand US dollars (\$ 500,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million US Dollars (\$ 1,000,000) per claim and One Million US Dollars (\$ 1,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million US Dollars (\$ 1,000,000) per claim and One Million US Dollars (\$ 1,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million US Dollars (\$ 3,000,000) per claim and Three Million US Dollars (\$ 3,000,000) in the aggregate.

§ B.3.2.11 Not Used

§ B.3.2.12 Not Used

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

Construction Manager

§ B.3.3.2.2 Railroad Protective Liability Insurance - Not Applicable

§ B.3.3.2.3 Asbestos Abatement Liability Insurance – Not Applicable

Init.

- § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella / Excess Liability	\$10,000,000

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full value of Contract
Performance Bond	Full value of Contract

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

None

Broomfield Bay Renovation Phase IV - CD

Exhibit C - GMP Estimate Summary

Tab #	Scope Description	Current Low Bidder Company	Base Bid with Accepted Alternates	Cost Per SF 48,680 GSF:	6/21/2024
01	General Conditions	Pinkard	\$ 562,724	\$ 11.56	
02	Project Support / Gen Req (Field)	Pinkard	\$ 242,719	\$ 4.99	
03	Survey	PCC/ Flatirons	\$ 81,571	\$ 1.68	
04	Demolition	Hillen	\$ 163,437	\$ 3.36	
05	Concrete Formwork	TCS (CD)	\$ 125,269	\$ 2.57	
06	Masonry	Scott's Masonry (CD)	\$ 168,224	\$ 3.46	
07	Steel	Hueber Industries (CD)	\$ 107,077	\$ 2.82	
08	Rough Carp & Framing	Estimate	\$ 8,706	\$ 0.18	
09	Waterproofing	Absolute Caulking Waterproofing (C	\$ 35,650	\$ 0.73	
10	Roofing	Stonebrook Exterior (CD)	\$ 102,762	\$ 2.41	
11	Sealants & Caulking	Absolute Caulking Waterproofing (C PCC Self Perform / Colorado	\$ 39,757	\$ 0.82	
12	Doors, Frames & Hardware	Doorways (CD)	\$ 55,031	\$ 1.13	
13	Painting & Wallcovering	Painting Plus (CD) Pennquick Specialties / PCC Self	\$ 21,844	\$ 0.45	
14	Division 10	Perform (CD)	\$ 30,132	\$ 0.62	
15	Swimming Pools	High Country Pools (CD)	\$ 3,959,388	\$ 82.13	
16	Fire Protection	Excluded	\$ 0	\$ 0.00	
17	General Mechanical	Murphy Co (CD)	\$ 268,657	\$ 5.52	
18	General Electrical	Duro Electric CD	\$ 488,426	\$ 10.31	
19	Earthwork	Dunrite Excavating (CD)	\$ 857,209	\$ 17.61	
20	Fence	Metro Fence Company (CD)	\$ 15,283	\$ 0.31	
21	Site Furnishings	Churchich Rec (CD)	\$ 279,502	\$ 5.74	
22	Retaining Walls, Non CIP	Eco Retaining Walls (CD)	\$ 53,538	\$ 1.10	
23	Landscaping	Designscapes Co (CD)	\$ 333,835	\$ 6.86	
24	Site Concrete	TCS (CD)	\$ 343,515	\$ 7.06	
25	Site Utilities	Dunrite Excavating (CD)	\$ 357,906	\$ 7.35	
SUB TOTAL			\$ 8,702,162	\$ 180.76	
	Weather Protection and Dewatering		\$ 100,000.00	\$ 2.05	Allowance
	Building Permits, Licenses & Fees				City of Broomfield
	Building Permit		\$ -	\$ -	By Owner
	Plan Review		\$ -	\$ -	By Owner
	Taxes		\$ -	\$ -	Exempt
	Contingencies				
	Contractor	2.00%	\$ 176,043	\$ 3.66	
	Insurance & Bonds				
	Liability Insurance	0.998%	\$ 94,697	\$ 1.97	
	Builders Risk Insurance	0.086%	\$ 8,185	\$ 0.17	Fire Resistive Construction
	Warranty Reserve	0.20%	\$ 18,977	\$ 0.39	
	Performance & Payment Bond	0.71%	\$ 67,729	\$ 1.41	
	Overhead and Profit	3.50%	\$ 320,873	\$ 6.66	
TOTAL			\$ 9,488,666	\$ 197.07	

CURRENT ESTIMATE	\$ 9,593,282
Accepted Changes	\$ (104,616)
ESTIMATE TOTAL WITH ACCEPTED ALTERNATES	\$ 9,488,666

**Exhibit D - Contract Alternates
TREND LOG**

6/21/2024

Item #	Description of Item	Proposed Total Cost	Status	Notes
01.0	Use Tile Tech paver pedestal system in lieu of Bison. No change in pavers.	\$ (5,779)	Rejected	
02.0	Custom Powdercoated Steel Railing with McNichols infill panels lieu of Viva Railings at Pool Filter Building	\$ (32,793)	Accepted	
03.0	Eliminate conduit for future tube and flume slide timing system.	\$ (16,670)	Rejected	
04.0	Stainless Steel Pool Gutters in lieu of CIP Tiled Gutters		Accepted	In GMP Pricing
05.0	Revised Lifeguard Chair Spec		Accepted	In GMP Pricing
06.0	Add Timer at Tube and Flume Slide	\$ 70,070	Rejected	
08.0	Provide FRP Pool Filter in lieu of Stainless Steel	\$ (29,645)	Accepted	Still called out as SS Filter vessel in drawings.
09.0	FRP Interior Pool Equipment Room @ 10'-0" H		Accepted	In GMP Pricing
10.0	Add for 5 Year Warranty on Schneider Switch Gear in lieu of Manufacturer	\$ 17,149	Rejected	MFR Standard Included in Base Bid
11.0	Extend custom cantilever shade sails column height to 23'-0".	\$ 1,779	Rejected	
12.0	Change cantilever shade sail columns from round to rectangular.	\$ 6,037	Rejected	
13.0	Powdercoat Site Railings.	\$ 10,459	Rejected	
14.0	Leave Existing North Sanitary Line In Place ILO Relocate.	\$ (19,404)	Pending	
15.0	Eliminate 2 ea 6' pits for irrigation meters and valves.	TBD	Rejected	
16.0	Raypak 2M BTU X-Therm Boilers ILO Lochinvar	\$ (66,836)	Pending	
17.0	Eliminate Winterizing Pool Cover	\$ (21,021)	Accepted	
18.0	Standard color Florida Tile NY2LA porcelain paver with adjustable Bison B4 pedestals in lieu of Tile Tech.	TBD	Rejected	
19.0	Provide 6 year warranty on pool Variable Frequency Drives	\$ 9,163	Accepted	
20.0	Utilize 4" C900 piping for water service in-lieu-of 2.5" copper.	\$ (15,341)	Pending	
21.0	Utilize 3" Fusion HDPE piping for water service in-lieu-of 2.5" copper.	\$ (7,501)	Rejected	
22.0	Feed score shack from new pool filter panels in-lieu-of new stand alone service.	\$ (14,639)	Accepted	
23.0	Westile Concrete Pavers and Hanover Pedestals in-lieu-of Tile Tech	\$ (15,680)	Accepted	

ALTERNATE TOTALS	\$ (130,654)
Pending - Adds	\$ -
Pending - Deducts	\$ (101,580)
Accepted	\$ (104,616)
Rejected	\$ 75,542

DISCLAIMER: It is understood that these opportunities to use alternate or different materials, equipment, methods, or systems may come with corresponding tradeoffs in quality (e.g. performance, aesthetics, maintenance, operations, or other material aspects of the design). Prior to acceptance, the Owner shall have the obligation to ensure that all cost adjustment proposals are independently evaluated by the Architect and other Design Professionals to determine whether they are acceptable for incorporation or use in the design and have been apprised of any associated risks. Upon acceptance, the Owner agrees to incorporate the changes into the Contract Documents prior to the commencement of construction.



Exhibit E - Plans & Specification List

Printed on Fri Jun 21, 2024 at 03:24 pm MDT

Job #: 1295 Broomfield Bay Aquatic Renovation Phase IV
 250 Spader Way
 Broomfield, Colorado 80020

Pinkard Construction Co.

Specifications Manuals:
 Bay Aquatic4_CD Project Manual_05.10.24
 Bay Aquatic4_Aquatics Specs Only_05.17.24

Construction Documents (05/10/24)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
L000	SHEET INDEX	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
L001	CCOB GENERAL CONST. NOTES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Civil					
C100	CIVIL COVER SHEET	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C101	GENERAL NOTES SHEET	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C102	EXISTING CONDITIONS & DEMOLITION PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C200	OVERALL GRADING AND UTILITY PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C201	DETAILED GRADING AND UTILITY PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C202	DETAILED GRADING AND UTILITY PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C301	INITIAL EROSION CONTROL PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C302	INTERIM EROSION CONTROL PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C303	FINAL EROSION CONTROL PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C304	EROSION CONTROL DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C305	EROSION CONTROL DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C306	EROSION CONTROL DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C307	EROSION CONTROL DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C308	EROSION CONTROL DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C309	EROSION CONTROL DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C500	OVERALL STORM UTILITY PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C501	PERIMETER DRAIN LAYOUT PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C502	PERIMETER DRAIN LAYOUT PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C503	STORM PLAN AND PROFILE	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C504	STORM PLAN AND PROFILE	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C511	SANITARY PLAN AND PROFILE	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C512	SANITARY PLAN AND PROFILE	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C600	WATER ONLY PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C700	HORIZONTAL CONTROL PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C800	SITE DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
C801	SITE DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Site Plan					
L100	OVERALL SITE PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
L101	SITE PLAN ENLARGEMENT - SOUTH	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
L102	SITE PLAN ENLARGEMENT - NORTH	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)



Pinkard Construction Co.

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L200	SITE DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
L201	SITE DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Structural					
S0.1	GENERAL INFORMATION	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S0.2	GENERAL INFORMATION	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S1.1	FOUNDATION PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S2.1	ROOF DECK FRAMING PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S2.2	ELEVATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S3.1	FOUNDATION DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S3.2	FOUNDATION DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S4.1	FRAMING DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
S6.1	MASONRY DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Architectural					
A0.1	ARCHITECTURAL GENERAL INFORMATION	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A0.2	UL ASSEMBLY DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A0.3	ARCHITECTURE SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A0.4	ARCHITECTURE SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A0.5	ARCHITECTURE SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A0.6	ARCHITECTURE SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A0.7	ARCHITECTURE SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A0.8	ARCHITECTURE SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A1.1	FLOOR PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A2.1	ROOF PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A2.2	ROOF DECK PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A3.1	EXTERIOR ELEVATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A4.1	BUILDING SECTIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A5.1	WALL SECTIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A5.2	DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A5.3	DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
A7.2	DOOR SCHEDULE, ELEVATIONS AND DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
LS1.1	LIFE SAFETY	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Mechanical					
M0.1	GENERAL INFORMATION	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
M0.2	MECHANICAL SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
M0.3	MECHANICAL SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
M1.1	FIRST FLOOR VENTILATION PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
M6.1	SCHEDULES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Plumbing					



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P0.1	GENERAL INFORMATION	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
P0.2	SPECIFICATIONS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
P1.1	FIRST FLOOR PLUMBING PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
P1.4	ROOF PLUMBING PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
P5.1	SITE PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
P6.1	SCHEDULES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Electrical					
E0.0	ELECTRICAL COVER SHEET	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E0.1	ELECTRICAL COVER SHEET	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E1.1	ELECTRICAL SITE PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E1.2	ELECTRICAL POWER PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E1.3	ELECTRICAL LIGHTING PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E2.1	ELECTRICAL ROOF POWER PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E6.0	ELECTRICAL ONE-LINE DIAGRAM	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E7.0	ELECTRICAL SCHEDULES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E7.1	ELECTRICAL SCHEDULES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E7.2	ELECTRICAL DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E8.0	ELECTRICAL LIGHTING SCHEDULES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
E8.1	LIGHTING CONTROL SCHEDULES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Technology					
T0.0	TECHNOLOGY COVER SHEET	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
T1.1	TECHNOLOGY SITE PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
T1.2	TECHNOLOGY FLOOR PLANS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
T7.0	TECHNOLOGY DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
T7.1	TECHNOLOGY DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
T7.2	TECHNOLOGY SCHEDULES	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
T7.3	TECHNOLOGY DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Landscape					
L300	LANDSCAPE PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Irrigation					
I100	IRRIGATION PLAN	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
I101	IRRIGATION DETAILS	0	05/10/2024	05/10/2024	Construction Documents (05/10/24)
Aquatics					
AQ.000	POOL REFERENCE PLAN	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.100	STRUCTURAL POOL GENERAL NOTES AND QUALITY ASSURANCE	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.101	STRUCTURAL POOL GENERAL NOTES AND QUALITY ASSURANCE	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.102	STRUCTURAL POOL PLAN	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.103	STRUCTURAL POOL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)



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Printed on Fri Jun 21, 2024 at 03:24 pm MDT

Job #: 1295 Broomfield Bay Aquatic Renovation Phase IV
 250 Spader Way
 Broomfield, Colorado 80020

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
AQ.104	STRUCTURAL POOL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.105	STRUCTURAL POOL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.200	LEISURE POOL PLAN	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.201	LEISURE POOL SECTIONS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.202	LEISURE POOL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.203	LEISURE POOL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.204	LEISURE POOL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.205	WATERSLIDE PLANS & DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.300	POOL LOCATION POINT PLAN	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.400	POOL PIPING NOTES & SCHEDULES	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.401	POOL SUCTION PIPING PLAN	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.402	POOL RETURN PIPING PLAN	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.500	POOL MECHANICAL NOTES & SCHEDULES	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.501	POOL MECHANICAL ROOM PLAN & SECTIONS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.502	SURGE TANK PLAN & SECTIONS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.503	POOL MECHANICAL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.504	POOL MECHANICAL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.505	POOL MECHANICAL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.506	POOL MECHANICAL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.507	POOL MECHANICAL DETAILS	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)
AQ.600	POOL SYSTEMS SCHEMATIC	0	05/17/2024	05/17/2024	Construction Documents (05/10/24)

Broomfield Bay Renovation Phase IV - CD

Exhibit F - Contract Allowances

Allowances

Weather Protection and Dewatering	\$100,000
Existing Rail Modification Allowance	\$3,850
Code Required Signage Allowance	\$5,720
Slide Tower and Bridge Foundations Allowance	\$190,000
Eye Wash & Emergency Shower Allowance	\$6,000
Score Shack Electrical Service Allowance	\$7,377
Filter Building Shade Sails Allowance	\$153,114

Broomfield Bay Renovation Phase IV - CD

Exhibit G - GMP Clarifications

00 Standard Requirements

- 1 The Geotechnical Investigation is for reference only and therefore not included as a contract document. Recommendations within this document are the responsibility of the design team and owner and to be included in the design at their discretion.
- 2 Alternates and Allowances:
 - a All alternates mentioned are inclusive of labor, material, equipment, hoisting, and applicable taxes unless otherwise noted.
 - b All allowances mentioned are inclusive of labor, material, equipment, hoisting, and applicable taxes unless otherwise noted.
 - c Any underrun or overrun of any allowances will be a change-order to the contract, either deductive or additive.
- 3 All costs are based on standard workdays, 8 hours per day, 5 days per week.
- 4 Unless otherwise noted in this document, all materials are included as selected from the manufacturer's standard colors.
- 5 Unless otherwise noted in this document, all material and workmanship warranties are included as the manufacturer's standard warranty.
- 6 Any alternates (i.e. value engineering, etc.), allowances as proposed for the project are included for cost parameters only. All appropriate approvals and any additional design (i.e. architect, engineers, building department, etc.) must be made before accepting and proceeding with.
- 7 Any architectural or engineering backgrounds for construction will be provided at no additional charge.
- 8 Costs for LEED certification are not included for this project.
- 9 Due to the volatility of the subcontractor and commodity market, we reserve the right to review the current pricing prior to date of contract, and adjust our price accordingly. However, this pricing is firm for 30 days.
- 10 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, epidemics, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.
- 11 Due to the current market conditions, lending requirements and construction start date, the final underwriting and costs of Builder's Risk Insurance will be determined just prior to the start of construction. Any cost difference will be either an additive or deductive change order to the contract.

01 General Conditions

- 1 Our proposal includes a construction start date of August, 12, 2024 with an executed contract, notice to proceed, full building permit and receipt of final construction documents.
 - a Schedule based on 10-working day approval timeframe on submittals.
 - b Schedule is based on a 5-working day RFI response time.
- 2 Our proposal includes a construction duration of 10.65 months.
 - a Schedule duration is based upon access roads and laydown areas being in place prior to date of commencement.
- 3 Utilities
 - a Assumed that services available at property line.
 - b Temporary utility service connections are excluded; By Owner.
 - c Assumed access to temporary electric and water services is available on site.
 - d Assumed that relocate of existing electrical services will be complete prior to date of commencement.
 - e Assumed that new permanent electrical services will be complete no later than February 3rd, 2025.
- 4 Weather Conditions
 - a An allowance of \$100,000 for weather protection to maintain the construction process and schedule due to weather conditions is included.
 - b Weather Days are excluded from project schedule.
 - c Any underrun or overrun of the Weather Protection Allowance will be a change-order to the contract, either deductive or additive.
- 5 No provisions whether shown or implied are included in this proposal for hazardous materials (as defined by OSHA and EPA).
- 6 Provisions for Davis Bacon or any other prevailing wage program are not included.
- 7 Pricing assumes project will be fully tax exempt.
- 8 Design fees are not included unless noted otherwise. (i.e. architectural, engineering, civil, mechanical, electrical, etc.)
- 9 Delegated Design is excluded, unless specifically identified as required.
- 10 All costs for testing and special inspections are specifically excluded unless noted otherwise. (i.e. soils, concrete, masonry, steel welds, etc.)
- 11 Soils testing and report costs are not included; by Owner.
- 12 An as-built survey for use in title work is not included. (Alta Survey)

04 Demolition

- 04.01 Assumes depth of existing slide caissons does not exceed 7 feet from current existing grade.
- 04.02 Excludes removal of trees South of existing fence, by owner.

05 Concrete Formwork

- 05.01 Epoxy coated reinforcing bars have been included at the pool deck per Keynote 2 on C700. No other epoxy coated reinforcing has been included.

06 Masonry

- 06.01 Includes precast copings and caps as manufactured by Reliance. Coloring to be manufacturers standard colors.
- 06.02 Includes colored mortar at CMU block per manufacturers standard colors.
- 06.03 Excludes any and all CMU block filler.
- 06.04 Below grade CMU included as standard grey block by Basalite.
- 06.05 Below grade CMU and interior CMU partitions included as standard grey block.
- 06.06 Excludes any epoxy coated reinforcing at CMU masonry.
- 06.07 Includes CMU primary color as Sunset Red, split face, and accent color as #102 ground face by Best Block per Blue Beam Session response.

07 Steel

- 07.01 Site railings have been included as surface mounted, with exposed galvanized finish.
- 07.02 Site railings have been included per details on L200. No vertical pickets have been included at any site railings.
- 07.03 No site railings have been included at new MSE retaining walls.
- 07.04 No railings have been included at sandstone steps.
- 07.05 No provisions have been included for architecturally exposed structural steel.
- 07.06 An allowance of \$3,850 has been included for removing and re-setting the existing railing at the NW ramp per L102.
- 07.07 Rooftop guardrail at pool filter building has been included per trend log item 2 as a custom powdercoated steel railing with McNichols infill panels. This is in-lieu-of the Viva Railings system.

09 Waterproofing

- 09.01 Excludes any under slab rigid insulation.
- 09.02 Excludes waterproofing on exterior face of CMU, included on interior side per detail 1/A5.1.
- 09.03 Includes bituminous dampproofing on the exterior face of below grade foundations walls from base of wall to finished grade only.
- 09.04 Includes pricing for 16 GA steel Z Girts at the interior CMU and rigid insulation.

10 Roofing

- 10.01 TPO Membrane Roofing included as Johns Manville 60 mils, fully adhered using solvent-based adhesive, 2 layers of 2.6" poly iso fully adhered using 2-part low rise adhesive.
- 10.02 Excludes any gutters or downspouts at the pool equipment building.
- 10.03 Excludes any ELD and/or ILD roof testing.
- 10.04 Per trend log item 23, pedestal pavers at the pool filter building rooftop have been included as Westile Concrete Pavers with Hanover Pedestals, in-lieu-of Tile Tech. Westile Concrete Pavers to be in manufacturer's standard colors.

11 Sealants & Caulking

- 11.01 All site sealants, including pool gutters to concrete, included as Dow Silicone 890.

12 Doors, Frames & Hardware

- 12.01 Excludes electrified hardware/strike at mechanical room door 101 per sheet T1.2.
- 12.02 Excludes any card readers, by owner.
- 12.03 Includes door 104-1 as a 3'-0" leaf paired with a 2'-0" leaf.

13 Painting & Wallcovering

- 13.01 Painting of steel column and beam within the pool filter building included as pre-catalyzed water based epoxy.

14 Division 10

- 14.01 Includes 1 each fire extinguisher with bracket mount per quantities on LS1.1.
- 14.02 Includes allowance of \$5,720 for code required signage.
- 14.03 No costs have been included for update of any existing signage.
- 14.04 Includes FRP as embossed Marlite product.

15 Swimming Pools

- 15.01 Cost of water for filling pool for testing and final fill after plaster is excluded, by owner.
- 15.02 Pool to be constructed via shotcrete and form and pour methods.
- 15.03 An allowance of \$190,000 is included for 30 total slide tower and pedestrian bridge caissons, pending final design.
- 15.04 Caulking at plaster to stainless steel gutter to be completed after pool winterization, following first season of operation.
- 15.05 No epoxy coated reinforcing has been included for the pool scopes of work.
- 15.06 A 2 year workmanship warranty has been included on the pool shell, piping, and tile finishes.
- 15.07 Warranty on variable frequency drives included as manufacturer's standard 1 year warranty.
- 15.08 Warranty on filter tank included as manufacturer's standard 10 year warranty.
- 15.09 Warranty on Color LED Pool lights included as manufacturer's standard 1 year warranty.
- 15.10 Warranty against cracking for the pool cementitious finish is predicated upon pool remaining filled with water year round.
- 15.11 Warranty on winter pool cover is included as manufacturer's standard 3 year warranty.
- 15.12 Excludes swimming pool care, maintenance, or cleaning after one week past plaster completion.
- 15.13 Per trend log item 8, pool filter F1 has been included as an FRP filter by Aquify. This is in-lieu-of the stainless steel filter by Neptune Benson.
- 15.14 Per trend log item 17, no costs have been included for any pool covers.
- 15.15 Per trend log item 19, a 6 year manufacturer warranty has been included on the pool pump variable frequency drives.

16 Fire Protection

- 16.01 No costs have been included for any fire suppression systems.

17 General Mechanical

- 17.01 Includes allowance of \$6,000 for eye wash and emergency shower station(s) as no specifications are provided.

18 General Electrical

- 18.01 No costs have been included for fire alarm.
- 18.02 Includes raceways and backboxes only for telecom, low voltage, audio-video, security, and access controls systems. Devices and cabling are excluded, by owner.
- 18.03 Key Note 8 on E1.1 is excluded. Existing irrigation controls within existing score shack will be powered from the new score shack service.
- 18.04 An allowance of \$7,377 is included for providing electrical to the existing ball field score shack. This service is assumed to be provided off of the new LP panel in the new pool filter building. No new service, panels, meters, or transformers have been included for this scope.
- 18.05 Excludes 5 year warranty on electrical distribution. Standard manufacturer warranty included.

19 Earthwork

- 19.01 Maximum over-excavation at pool shell is not to exceed 3'-4" from bottom of new shell.
- 19.02 Subgrade beneath pool shell to consist of 3'-4" total of Class 6 and filter material. Filter material to be a minimum of 4" depth with a maximum of 19" depth.
- 19.03 Structural fill, where applicable, is assumed as reconditioned on-site soils.
- 19.04 No costs have been included for any asphalt repair or replacement within parking lots or roads.
- 19.05 Any cost to maintain access road will be covered through the weather protection allowance.
- 19.06 Final establishment of disturbed areas outside of limits of construction to be completed with drill seed and straw mulch. No hydromulching or tackifier has been included in these areas.

20 Fence

- 20.01 Excludes any privacy fence screening fabric.
- 20.02 Excludes electrical grounding of fencing.

21 Site Furnishings

- 21.01 The only site furnishings that have been included are the Type 1 and Type 2 shade sails, as well as the cantilever shade structure at the pool filter building.
- 21.02 An allowance of \$153,114 is included for the cantilevered shade sails and associated footings at the pool filter building.
- 21.03 Cantilever shade sails are included as USA Shade manufacturer.

22 Retaining Walls, Non CIP

- 22.01 Excludes any and all perimeter, under drain, and/or french drain systems behind retaining walls.
- 22.02 Includes MSE retaining wall block as Regal Pro Block.

23 Landscaping

- 23.01 No costs have been included for any additional new trees beyond what is shown on plan.
- 23.02 Excludes installation of any new irrigation controllers or modification of any existing controllers.
- 23.03 Excludes 3" water meter for POC #2, to be by owner.
- 23.04 For POC #2, assumes existing ductile iron piping and shut off valve are to remain in place and no additional taps are required.

24 Site Concrete

- 24.01 Site concrete included as standard uncolored concrete.
- 24.02 Flatwork finish included as medium broom.
- 24.03 No special or architectural finishes have been included for site concrete.
- 24.04 Epoxy coated reinforcing bars have been included at the pool deck per Keynote 2 on C700. No other epoxy coated reinforcing has been included.
- 24.05 No vapor barriers or vapor retarders have been included under any site concrete elements.
- 24.06 Vapor retarder beneath stairs per detail 8/S3.1 has been excluded.
- 24.07 Concrete mow bands included as 6" depth.

25 Site Utilities

- 25.01 No provisions have been included for relocating any existing public utilities or unknown private utilities.
- 25.02 Swing check valve at 4" underdrain to trench drain outfall, per detail 10 on C801, is excluded. An inline check valve, prior to connection to trench drain outfall, has been included.
- 25.03 Domestic copper service line is included as straight pipe with soldered fittings in-lieu-of jointless rolled pipe. Jointless pipe is not possible with 2.5" copper.
- 25.04 Grating at ACO trench drains is included as ACO 451D/453D perforated stainless steel grates.
- 25.05 Grating at ACO trench drain catch basins is included as ACO 865Q/866Q perforated stainless steel grates.
- 25.06 Perimeter drain and under drain perforated piping included as 2 hole in-lieu of the 3 hole pipe.

Exhibit H - Broomfield Bay Phase 4 AIA A133-2019 GMP Amendment

The following revisions to the previously executed AIA A133-2019 and AIA A201-2017 GMP Agreement as mutually agreed upon by Construction Manager and Owner are hereby incorporated as follows:

AIA A133-2019

- Article 1.1.14 – Revise from TBD to N/A
- Article 6.1.4 – Insert: Subcontractor total mark-up shall be 10% Overhead + 5% Profit = 15% total.
- Article 6.1.6 – Revise from TBD to added wording as follows: The Construction Manager acknowledges that time is of the essence and that timely Substantial Completion of the entire Work is of critical importance to the Owner. The parties agree that if the Construction Manager fails to achieve Substantial Completion as may be adjusted by approved change orders, 322 calendar days from the established Date of Commencement of the Work as defined in Article 3.1 above, the Owner will incur significant damages. The parties further agree and acknowledge that agreement now on liquidated damages for untimely completion is in the interest of both parties. Accordingly, if the Contractor fails to achieve Substantial Completion of the entire Work 322 calendar days from the Date of Commencement as defined in this Agreement, then the Owner shall receive as liquidated damages and not as a penalty, a decrease in the Contract Sum as follows:

In relation to the Substantial Completion Date as may be adjusted by approved change orders:

\$0.00 / day for first 7 days,
\$1,500.00 / day for days 8 thru 14, and
\$1,000/day for day 15 and on.

No further liquidated damages shall be charged by the Owner to the Construction Manager after accrual of \$100,000 in total liquidated damages. This in no way limits the Owner's right to pursue further damages as allowed under this Agreement. Days, as it relates to the calculation of Liquidated Damages, are calendar days

- Article 7.2.2.1 – Exhibit I is attached that contains Construction Manager's hourly billable rate schedule.
- Article 7.5.2 – Exhibit J is attached that contains Construction Manager's Owned Rental Equipment / Tool Billable rate schedule.
- Article 11.1.8.1.1 – Revise from None to Insurance and Bond premiums.
- Article 11.1.8.2 – Revise from TBD to None.
- Article 11.1.8.3 – Revise from TBD to added wording that states: Will be in accordance with A133 Section 14.5 – Section 1 titled Final Payment under the Additional Provisions required by Colorado Law.
- Article 13.2.3 – Revise from TBD to added wording that states: In case of such termination for the Owner's convenience, the Contractor, as Contractor's sole and exclusive remedy, be paid for (i) the Work properly executed in accordance with the Contract Documents prior to the effective date of termination, as measured by the Guaranteed Maximum Price, and (ii) the direct, actual, and unavoidable (by exercising

reasonable care) out of pocket costs incurred by Contractor in terminating the Work, including the cost of canceling subcontracts and purchase orders not assumed by Owner and other such out-of-pocket costs incurred by Contractor to third parties with respect to termination of this Contract. If Owner terminates this Agreement after commencement of construction and Contractor has fully mobilized, Owner will also pay Contractor two percent (2.00%) of the remaining balance of the Guaranteed Maximum Price, in addition to the other reimbursable costs as outlined in this Section. The Owner shall not be responsible for damages or expenses other than those expressly provided in this subsection and specifically shall not be responsible for any lost profits, consequential damages, or reimbursement for overhead or general conditions on the Work not performed. The amounts owing by Owner to Contractor pursuant to this Subsection shall be as specified in Contractor's final Application for payment approved by Owner.

- Article 14.5.1 – Delete this Subsection in its entirety.

AIA A201 – 2017

- Article 15.1.6.2.1 – Pinkard has included a total of ten (10) anticipated weather delay days in the Project Schedule.

Broomfield Bay Renovation Phase IV
Broomfield , CO



Exhibit I to AIA A133-2019 GMP Amendment
LABOR AND INDIRECT RATES

LABOR RATES

June 24, 2024

<u>POSITION</u>		2024	2025	2026	2027
Construction Manager	***	153	159	165	172
Sr. Project Manager	**	133	138	144	150
Sr. Project Superintendent	***	133	138	144	150
Sr. Preconstruction Manager		133	138	144	150
Field Safety Manager	***	110	115	119	124
Project Manager	***	118	122	127	132
Project Superintendent	**	118	122	127	132
Preconstruction Manager		118	122	127	132
Equipment Manager	***	95	95	95	99
MEP Coordinator		94	97	101	105
Integrated Services Coordinator		94	97	101	105
Surveyor	****	94	97	101	105
Assistant Project Manager		94	97	101	105
Assistant Superintendent	***	94	97	101	105
Assistant Preconstruction Mgr		94	97	101	105
Project Estimator		83	86	90	93
Field Superintendent		83	87	90	94
Project Engineer - Senior		83	87	90	94
Project Engineer - Rotation		80	83	87	90
Intern Engineer		46	48	49	51
Project Administrator		61	64	66	69
Project Accountant		61	64	66	69
Yard Driver	*	46	48	49	51
Carpenter Foremen	*	72	75	78	81
Carpenter	*	60	62	65	67
Laborer Foreman	*	47	49	51	53
Laborer	*	36	37	39	40
Carpenter Foremen - Overtime	*	95	99	103	107
Carpenter - Overtime	*	80	83	87	90
Laborer Foreman - Overtime	*	60	63	65	68
Laborer - Overtime	*	46	48	49	51
Carpenter Foremen - Doubletime	*	124	129	134	139
Carpenter - Doubletime	*	103	107	111	115
Laborer Foreman - Doubletime	*	79	82	85	89
Laborer - Doubletime	*	57	59	62	64

plus INDIRECT RATES

Technology Charge	\$5/hr	Positions Excluded *
Vehicle Charge	\$10/hr*** or \$5/hr**	Noted Positions ** or ***
Technology/Equipment/Vehicle Charge	\$49.33/hr	Surveyor ****

Labor cost rates include base salary and payroll burdens to include payroll taxes, workers compensation insurance, medical, vision, dental, life, disability, retirement and paid time off. All rates are subject to increase annually.

Technology Charge includes hardware, software subscription or support, internet, data for all devices cell phone, tablets and personal computers. Includes jobsite office technology. Does not include overhead technology.

Vehicle Charge includes all rental, maintenance and fuel costs. No additional vehicle expenses are charged to projects.

The information contained in this document, and any attachments thereto, is considered confidential commercial, financial and trade secret information. This information is protected from disclosure under Colorado law including, but not limited to, exemptions provided under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq.



Broomfield Bay Renovation Phase IV
Exhibit J to AIA A133-2019 GMP Amendment
Contractor Owned Equipment - Rental Rate Schedule

6/24/2024

Rental Item Description	Hourly	Daily Rate (Starts at 8 hours)	Effective Daily Rate per Hour (Basis: 8 hours)	Weekly Rate (Starts at 25 hours)	Effective Weekly Rate per Hour (Basis: 40 hours)	Monthly Rate (Starts at 121 hours)	Effective Monthly Rate per Hour (Basis: 160 hours)
Air Compressor 1-124CFM	\$14.61	\$116.91	\$14.61	\$365.47	\$9.14	\$901.25	\$5.63
Air Compressor 125-249CFM	\$19.86	\$158.90	\$19.86	\$469.10	\$11.73	\$1,120.90	\$7.01
Air Conditioner, 12K BTU	\$1.59	\$12.72	\$1.59	\$38.16	\$0.95	\$114.48	\$0.72
Air Impact Wrench, Under 1"	\$6.33	\$50.60	\$6.33	\$130.90	\$3.27	\$313.51	\$1.96
Air Jack Hammer, 30lb	\$7.00	\$55.97	\$7.00	\$173.86	\$4.35	\$407.25	\$2.55
Air Jack Hammer, 90lb	\$9.08	\$72.64	\$9.08	\$229.82	\$5.75	\$545.38	\$3.41
Air Nailer Coil	\$4.80	\$38.37	\$4.80	\$153.49	\$3.84	\$345.35	\$2.16
Air Nailer Cordless	\$4.80	\$38.37	\$4.80	\$153.49	\$3.84	\$345.35	\$2.16
Air Nailer Finish	\$4.80	\$38.37	\$4.80	\$153.49	\$3.84	\$345.35	\$2.16
Air Nailer Framing	\$4.80	\$38.37	\$4.80	\$153.49	\$3.84	\$345.35	\$2.16
Air Nailer Stapler	\$4.80	\$38.37	\$4.80	\$153.49	\$3.84	\$345.35	\$2.16
Air Nailer Teco	\$4.80	\$38.37	\$4.80	\$153.49	\$3.84	\$345.35	\$2.16
Air Texture Hopper	\$2.52	\$20.18	\$2.52	\$80.56	\$2.01	\$243.80	\$1.52
Airless Sprayer	\$9.01	\$72.08	\$9.01	\$256.52	\$6.41	\$657.20	\$4.11
All Terrain Vehicle	\$19.88	\$159.00	\$19.88	\$355.10	\$8.88	\$809.84	\$5.06
Banding Machine	\$2.12	\$16.96	\$2.12	\$48.76	\$1.22	\$96.47	\$0.60
Barrier Lifting Device, Big Sandy	\$2.92	\$23.32	\$71.02	\$212.00	\$5.30	\$595.72	\$3.72
Batter Board System	\$0.40	\$3.22	\$0.40	\$14.84	\$0.37	\$63.60	\$0.40
Bi-pod	\$1.06	\$8.48	\$1.06	\$20.35	\$0.51	\$53.00	\$0.33
Bridle, 2-leg 3/4"x20'	\$2.12	\$16.96	\$2.12	\$49.82	\$1.25	\$148.40	\$0.93
Bridle, 4-leg 3/4"x20'	\$3.18	\$25.44	\$3.18	\$74.20	\$1.86	\$222.60	\$1.39
Buliders Level	\$5.83	\$46.64	\$5.83	\$124.02	\$3.10	\$369.95	\$2.31
Caddy, Fuel	\$2.39	\$19.08	\$2.39	\$37.31	\$0.93	\$84.80	\$0.53
Camera, Inspection	\$2.65	\$21.20	\$2.65	\$53.00	\$1.33	\$159.00	\$0.99
Camera, Site Time Lapse	\$4.11	\$32.86	\$4.11	\$97.52	\$2.44	\$291.50	\$1.82
Camera, Thermal	\$2.65	\$21.20	\$2.65	\$53.00	\$1.33	\$159.00	\$0.99
Carpet Puller	\$0.33	\$2.65	\$0.33	\$5.33	\$0.13	\$15.91	\$0.10
Cart, Drywall	\$2.79	\$22.30	\$2.79	\$83.74	\$2.09	\$217.31	\$1.36
Cart, Tool	\$0.93	\$7.46	\$0.93	\$25.44	\$0.64	\$76.32	\$0.48
Cart, Trash	\$2.79	\$22.30	\$2.79	\$62.54	\$1.56	\$200.35	\$1.25
Caulk Gun	\$1.59	\$12.72	\$1.59	\$38.16	\$0.95	\$113.43	\$0.71
Chain Hoist (All)	\$4.24	\$33.92	\$4.24	\$78.44	\$1.96	\$221.55	\$1.38
Chain Saw (All)	\$9.33	\$74.63	\$9.33	\$247.65	\$6.19	\$671.70	\$4.20
Compactor Plate 95kg	\$13.61	\$108.91	\$13.61	\$368.52	\$9.21	\$995.38	\$6.22
Compactor Rammer	\$14.56	\$116.51	\$14.56	\$367.66	\$9.19	\$925.62	\$5.79
Con X Box / Office 20'	\$0.40	\$3.22	\$0.40	\$16.11	\$0.40	\$68.98	\$0.43
Concrete Bucket 1 cy	\$11.07	\$88.59	\$11.07	\$241.61	\$6.04	\$633.93	\$3.96
Concrete Bucket 2 cy	\$15.10	\$120.80	\$15.10	\$356.66	\$8.92	\$930.76	\$5.82
Concrete Bucket 3 cy	\$17.69	\$141.51	\$17.69	\$441.80	\$11.04	\$846.78	\$5.29
Concrete Bull Float	\$2.52	\$20.18	\$2.52	\$52.15	\$1.30	\$157.95	\$0.99
Concrete Floor Planer Push	\$22.40	\$179.18	\$22.40	\$716.56	\$17.91	\$2,149.68	\$13.44
Concrete Fresno Trowel 36"	\$2.52	\$20.18	\$2.52	\$52.15	\$1.30	\$157.95	\$0.99
Concrete HC Vibrator System	\$8.39	\$67.15	\$8.39	\$194.73	\$4.87	\$473.89	\$2.96
Concrete Knee Boards	\$1.33	\$10.60	\$1.33	\$19.08	\$0.48	\$53.00	\$0.33
Concrete Maturity Meter	\$5.30	\$42.40	\$5.30	\$95.40	\$2.39	\$265.00	\$1.66
Concrete Misc. Bars	\$1.33	\$10.60	\$1.33	\$19.08	\$0.48	\$53.00	\$0.33
Concrete Rebar Bender	\$7.82	\$62.58	\$7.82	\$213.27	\$5.33	\$568.16	\$3.55
Concrete Vibrator Screed	\$12.06	\$96.50	\$12.06	\$296.80	\$7.42	\$660.39	\$4.13
Concrete Vibrators	\$9.00	\$71.96	\$9.00	\$234.15	\$5.85	\$596.23	\$3.73



Broomfield Bay Renovation Phase IV
Exhibit J to AIA A133-2019 GMP Amendment
Contractor Owned Equipment - Rental Rate Schedule

6/24/2024

Rental Item Description	Hourly	Daily Rate (Starts at 8 hours)	Effective Daily Rate per Hour (Basis: 8 hours)	Weekly Rate (Starts at 25 hours)	Effective Weekly Rate per Hour (Basis: 40 hours)	Monthly Rate (Starts at 121 hours)	Effective Monthly Rate per Hour (Basis: 160 hours)
Concrete Washout Pan	\$3.98	\$31.80	\$3.98	\$95.40	\$2.39	\$275.60	\$1.72
ConcreteBuggyPowerRideOn16-23	\$19.03	\$152.25	\$19.03	\$497.98	\$12.45	\$1,209.54	\$7.56
Containment Tank	\$0.67	\$5.34	\$0.67	\$16.11	\$0.40	\$47.71	\$0.30
Copier / Scanner / Fax Comb	\$1.99	\$15.94	\$1.99	\$68.90	\$1.72	\$280.91	\$1.76
Crane Material Basket	\$6.67	\$53.35	\$6.67	\$161.17	\$4.03	\$483.51	\$3.02
Crane Pallet Fork	\$3.98	\$31.80	\$3.98	\$79.71	\$1.99	\$206.71	\$1.29
Data Collector	\$8.62	\$68.94	\$8.62	\$185.71	\$4.64	\$530.00	\$3.31
Debris Chute System	\$5.30	\$42.40	\$5.30	\$212.00	\$5.30	\$848.00	\$5.30
Dehumidifier	\$7.82	\$62.58	\$7.82	\$264.15	\$6.60	\$804.55	\$5.03
Digital Theodolite	\$2.12	\$16.96	\$2.12	\$100.91	\$2.52	\$524.71	\$3.28
Dolly, 2 Wheel	\$2.39	\$19.08	\$2.39	\$76.32	\$1.91	\$228.96	\$1.43
Dolly, Appliance	\$2.39	\$19.08	\$2.39	\$76.32	\$1.91	\$228.96	\$1.43
Door Mortising Lock Kit	\$1.59	\$12.72	\$1.59	\$38.16	\$0.95	\$114.48	\$0.72
Door Planer	\$2.92	\$23.40	\$2.92	\$93.28	\$2.33	\$279.84	\$1.75
Doorway Safety Anchor	\$1.33	\$10.60	\$1.33	\$31.80	\$0.80	\$95.40	\$0.60
Dremel	\$0.67	\$5.34	\$0.67	\$26.71	\$0.67	\$53.00	\$0.33
Drill 1/2"	\$3.02	\$24.14	\$3.02	\$68.20	\$1.71	\$166.82	\$1.04
Drill 3/8"	\$3.02	\$24.14	\$3.02	\$68.20	\$1.71	\$166.82	\$1.04
Drill Magnetic	\$10.34	\$82.68	\$10.34	\$163.24	\$4.08	\$435.67	\$2.72
Drill, 1/2" Right Angle	\$3.02	\$24.14	\$3.02	\$68.20	\$1.71	\$166.82	\$1.04
Drill, Cordless	\$2.90	\$23.24	\$2.90	\$85.97	\$2.15	\$254.40	\$1.59
Drill, Cordless Impact	\$2.90	\$23.24	\$2.90	\$85.97	\$2.15	\$254.40	\$1.59
Drill, Hammer	\$8.46	\$67.69	\$8.46	\$241.58	\$6.04	\$682.75	\$4.27
Duct, Flagro	\$1.63	\$13.00	\$38.00	\$113.00	\$2.83	\$317.53	\$1.98
Dust Extractor	\$0.13	\$1.06	\$0.13	\$5.30	\$0.13	\$15.91	\$0.10
Dust Shroud, Drill	\$0.80	\$6.36	\$0.80	\$16.96	\$0.42	\$49.83	\$0.31
Epoxy Gun, Cordless	\$3.18	\$25.44	\$3.18	\$53.00	\$1.33	\$131.44	\$0.82
Fan 24" - 30"	\$5.17	\$41.34	\$5.17	\$118.72	\$2.97	\$328.60	\$2.05
Fan 32" - 40"	\$5.17	\$41.34	\$5.17	\$118.72	\$2.97	\$328.60	\$2.05
Fan 42" - 48"	\$5.17	\$41.34	\$5.17	\$118.72	\$2.97	\$328.60	\$2.05
Fan, Carpet	\$5.17	\$41.34	\$5.17	\$118.72	\$2.97	\$328.60	\$2.05
Fan, Confined Space	\$5.17	\$41.34	\$5.17	\$118.72	\$2.97	\$328.60	\$2.05
Fiberglass Rods	\$1.20	\$9.58	\$1.20	\$18.23	\$0.46	\$41.35	\$0.26
Forklift 10000#	\$96.66	\$773.24	\$96.66	\$2,080.40	\$52.01	\$4,741.01	\$29.63
Forklift 5000#	\$56.75	\$454.00	\$56.75	\$1,137.27	\$28.43	\$2,590.07	\$16.19
Forklift 6000#	\$66.18	\$529.41	\$66.18	\$1,330.87	\$33.27	\$3,029.73	\$18.94
Forklift 9000#	\$73.92	\$591.34	\$73.92	\$1,501.61	\$37.54	\$3,244.97	\$20.28
Forklift Bucket	\$7.09	\$56.75	\$7.09	\$161.17	\$4.03	\$482.39	\$3.01
Forklift Extensions, 6'	\$1.59	\$12.72	\$1.59	\$30.95	\$0.77	\$73.15	\$0.46
Forklift Extensions, 9'	\$3.05	\$24.38	\$3.05	\$71.02	\$1.78	\$212.00	\$1.33
Forklift Platform	\$9.01	\$72.08	\$9.01	\$312.91	\$7.82	\$557.56	\$3.48
Forklift Truss Broom	\$11.21	\$89.67	\$11.21	\$183.87	\$4.60	\$353.00	\$2.21
Fuel Tank w/Pump 250 Gal	\$5.75	\$46.00	\$138.00	\$414.00	\$10.35	\$1,163.34	\$7.27
Gang Box	\$1.99	\$15.94	\$1.99	\$40.28	\$1.01	\$108.12	\$0.68
Gangbox, Field Office	\$3.58	\$28.66	\$3.58	\$84.80	\$2.12	\$254.40	\$1.59
Gas Hose	\$0.83	\$6.61	\$0.83	\$33.07	\$0.83	\$131.44	\$0.82
Gas Monitor	\$3.32	\$26.54	\$3.32	\$79.71	\$1.99	\$265.00	\$1.66
Generator 20-100 KW	\$37.74	\$301.91	\$37.74	\$760.45	\$19.01	\$1,820.54	\$11.38
Generator 7500 Watt	\$14.45	\$115.58	\$14.45	\$365.91	\$9.15	\$929.63	\$5.81



Broomfield Bay Renovation Phase IV
Exhibit J to AIA A133-2019 GMP Amendment
Contractor Owned Equipment - Rental Rate Schedule

6/24/2024

Rental Item Description	Hourly	Daily Rate (Starts at 8 hours)	Effective Daily Rate per Hour (Basis: 8 hours)	Weekly Rate (Starts at 25 hours)	Effective Weekly Rate per Hour (Basis: 40 hours)	Monthly Rate (Starts at 121 hours)	Effective Monthly Rate per Hour (Basis: 160 hours)
Glass Suction Cup Handles	\$0.53	\$4.24	\$0.53	\$20.35	\$0.51	\$47.71	\$0.30
Gound Heater 3000	\$153.22	\$1,225.77	\$153.22	\$3,569.64	\$89.24	\$9,745.98	\$60.91
Grease Gun 20V	\$2.12	\$16.96	\$2.12	\$51.94	\$1.30	\$156.88	\$0.98
Grinder 4 1/2"	\$3.57	\$28.55	\$3.57	\$95.90	\$2.40	\$272.87	\$1.71
Grinder- Floor	\$23.64	\$189.14	\$23.64	\$539.42	\$13.49	\$1,394.43	\$8.72
Grinder Large (All)	\$2.79	\$22.30	\$2.79	\$42.40	\$1.06	\$111.31	\$0.70
Grout Pumps	\$12.59	\$100.74	\$12.59	\$397.71	\$9.94	\$1,054.71	\$6.59
Guardrail, Manhole	\$1.06	\$8.48	\$1.06	\$25.44	\$0.64	\$74.18	\$0.46
Hand Metal Sheer	\$3.32	\$26.54	\$3.32	\$63.60	\$1.59	\$159.00	\$0.99
Heat Gun (All)	\$0.80	\$6.36	\$0.80	\$16.11	\$0.40	\$31.80	\$0.20
Heater 10kw Portable Electric	\$11.00	\$87.98	\$11.00	\$242.74	\$6.07	\$581.95	\$3.64
Heater Diesel Forced Air	\$17.76	\$142.04	\$109.40	\$1,282.60	\$32.07	\$3,604.11	\$22.53
Heater Dry Air System	\$35.47	\$283.75	\$35.47	\$1,362.00	\$34.05	\$5,675.00	\$35.47
Heater, 400,000 BTU, FAir LPG	\$15.23	\$121.86	\$15.23	\$340.15	\$8.50	\$864.68	\$5.40
Hepacart	\$40.41	\$323.30	\$768.50	\$1,706.60	\$42.67	\$4,795.55	\$29.97
Horiz. Lifeline 60' w/turnbkl.	\$1.73	\$13.82	\$1.73	\$40.28	\$1.01	\$121.91	\$0.76
Hydrant Meter	\$0.93	\$7.46	\$0.93	\$21.20	\$0.53	\$63.60	\$0.40
Hydraulic Excavator Mini Ex	\$41.43	\$331.42	\$41.43	\$1,031.72	\$25.79	\$2,469.76	\$15.44
Impact Wrench 1/2"	\$4.10	\$32.82	\$4.10	\$91.90	\$2.30	\$225.38	\$1.41
Jack	\$2.25	\$18.02	\$2.25	\$49.82	\$1.25	\$126.14	\$0.79
Jack Hammer, Electric (All)	\$14.44	\$115.50	\$14.44	\$425.06	\$10.63	\$1,184.69	\$7.40
Job Radio	\$1.99	\$15.94	\$1.99	\$50.88	\$1.27	\$148.40	\$0.93
Jointer, Plate	\$2.12	\$16.96	\$2.12	\$40.28	\$1.01	\$112.36	\$0.70
Ladder Ext 12' - 20'	\$3.58	\$28.66	\$3.58	\$88.19	\$2.20	\$270.31	\$1.69
Ladder Ext 21' - 31'	\$4.11	\$32.86	\$4.11	\$109.18	\$2.73	\$327.55	\$2.05
Ladder Ext 32' - 48'	\$7.03	\$56.22	\$7.03	\$168.75	\$4.22	\$524.71	\$3.28
Ladder Lock	\$2.92	\$23.32	\$2.92	\$47.91	\$1.20	\$116.60	\$0.73
Ladder Step 10' - 14'	\$3.32	\$26.54	\$3.32	\$86.07	\$2.15	\$259.71	\$1.62
Ladder Step 6 - 8'	\$2.79	\$22.30	\$2.79	\$68.90	\$1.72	\$210.95	\$1.32
Ladder, Rolling Stair 12'-6"	\$7.03	\$56.22	\$7.03	\$168.75	\$4.22	\$524.71	\$3.28
Laser, Measure	\$0.40	\$3.22	\$0.40	\$10.60	\$0.27	\$32.87	\$0.21
Laser, PLS 5	\$1.99	\$15.94	\$1.99	\$47.91	\$1.20	\$143.11	\$0.89
Laser, Rotary	\$10.21	\$81.66	\$10.21	\$206.91	\$5.17	\$611.63	\$3.82
Leaf Blower	\$8.26	\$66.05	\$8.26	\$202.42	\$5.06	\$547.59	\$3.42
Lifeline, Cable, 30', ZOR&TB	\$1.59	\$12.72	\$1.59	\$38.16	\$0.95	\$114.48	\$0.72
Lifeline, Cable, 60', ZOR&TB	\$1.73	\$13.82	\$1.73	\$40.28	\$1.01	\$121.91	\$0.76
Lift & Tow	\$6.10	\$48.76	\$6.10	\$122.11	\$3.05	\$270.31	\$1.69
Lift 27' Scissor	\$29.14	\$233.09	\$29.14	\$510.81	\$12.77	\$1,056.19	\$6.60
Lift 45' Knuckle Boom	\$59.86	\$478.87	\$59.86	\$1,193.33	\$29.83	\$2,670.46	\$16.69
Lift, Aerial SP Articulate 50'	\$69.52	\$556.15	\$69.52	\$1,181.54	\$29.54	\$2,546.94	\$15.92
Lift, Aerial SP Articulate 60'	\$85.50	\$683.97	\$85.50	\$1,684.42	\$42.11	\$3,662.13	\$22.89
Lift, Aerial SP Articulate 70'	\$87.68	\$701.43	\$87.68	\$1,576.52	\$39.41	\$3,520.77	\$22.00
Lift, Aerial SP Articulate 80'	\$142.44	\$1,139.54	\$142.44	\$2,901.06	\$72.53	\$6,277.69	\$39.24
Lifting Device, Symons	\$0.20	\$1.61	\$0.20	\$5.30	\$0.13	\$15.91	\$0.10
Light Tower Tripods	\$4.51	\$36.04	\$4.51	\$98.58	\$2.46	\$258.64	\$1.62
Lock, Container Door	\$0.53	\$4.24	\$0.53	\$13.78	\$0.34	\$42.40	\$0.27
Mag. Locator	\$2.92	\$23.32	\$2.92	\$69.96	\$1.75	\$209.88	\$1.31
Magnet, Roller	\$0.33	\$2.63	\$0.33	\$7.63	\$0.19	\$21.20	\$0.13
Manometer	\$3.51	\$26.54	\$3.51	\$79.71	\$1.99	\$265.00	\$1.66



Broomfield Bay Renovation Phase IV
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Contractor Owned Equipment - Rental Rate Schedule

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Rental Item Description	Hourly	Daily Rate (Starts at 8 hours)	Effective Daily Rate per Hour (Basis: 8 hours)	Weekly Rate (Starts at 25 hours)	Effective Weekly Rate per Hour (Basis: 40 hours)	Monthly Rate (Starts at 121 hours)	Effective Monthly Rate per Hour (Basis: 160 hours)
Mil Gauge	\$5.30	\$42.40	\$5.30	\$95.40	\$2.39	\$265.00	\$1.66
Moisture Meter	\$0.53	\$4.24	\$0.53	\$15.90	\$0.40	\$90.10	\$0.56
Monitor, Touchscreen W/Laptop	\$3.98	\$31.80	\$3.98	\$96.46	\$2.41	\$291.51	\$1.82
Mower	\$3.05	\$24.42	\$3.05	\$57.24	\$1.43	\$182.32	\$1.14
Multitool	\$2.12	\$16.96	\$2.12	\$50.88	\$1.27	\$152.64	\$0.95
Nailer, Powder Actuated(All)	\$4.51	\$36.04	\$4.51	\$105.15	\$2.63	\$243.80	\$1.52
Nailer, Slide	\$1.33	\$10.60	\$1.33	\$19.08	\$0.48	\$53.00	\$0.33
Negative Air Machine	\$6.63	\$53.00	\$6.63	\$305.28	\$7.63	\$687.95	\$4.30
Office Furniture	\$0.64	\$5.09	\$0.64	\$25.44	\$0.64	\$95.38	\$0.60
Office Trailer Security System	\$0.96	\$7.72	\$0.96	\$38.58	\$0.96	\$153.71	\$0.96
Pallet Jack	\$6.76	\$54.06	\$6.76	\$126.14	\$3.15	\$367.83	\$2.30
Parapet Safety Anchor	\$1.33	\$10.60	\$1.33	\$31.80	\$0.80	\$95.40	\$0.60
Peanut Prisms	\$1.33	\$10.60	\$1.33	\$27.56	\$0.69	\$76.32	\$0.48
Pencil Rod Tensioner	\$0.33	\$2.65	\$0.33	\$7.42	\$0.19	\$21.20	\$0.13
Picking Beam (All)	\$3.32	\$26.54	\$3.32	\$69.11	\$1.73	\$159.00	\$0.99
Pocket Weatherman	\$1.00	\$7.97	\$1.00	\$39.86	\$1.00	\$159.00	\$0.99
Power Distr. Box	\$7.82	\$62.58	\$7.82	\$168.75	\$4.22	\$434.60	\$2.72
Power Supply	\$0.93	\$7.46	\$0.93	\$23.32	\$0.58	\$68.91	\$0.43
Power Washer	\$11.13	\$89.02	\$11.13	\$327.42	\$8.19	\$870.75	\$5.44
Prisms Pole	\$1.06	\$8.48	\$1.06	\$20.35	\$0.51	\$53.00	\$0.33
Projector and Screen	\$16.96	\$135.68	\$16.96	\$259.91	\$6.50	\$519.40	\$3.25
Pump Submersible Trash 2"	\$6.53	\$52.24	\$6.53	\$165.24	\$4.13	\$456.28	\$2.85
Pump Sump 3/4"	\$2.79	\$22.30	\$2.79	\$58.51	\$1.46	\$179.15	\$1.12
Pump, Well, 20GPM	\$6.53	\$52.24	\$6.53	\$165.24	\$4.13	\$456.28	\$2.85
Refrigerator	\$0.20	\$1.61	\$0.20	\$7.63	\$0.19	\$31.80	\$0.20
Retractable Lanyard (All)	\$2.79	\$22.30	\$2.79	\$44.52	\$1.11	\$106.00	\$0.66
Road Plate 5'x10'	\$38.43	\$307.40	\$38.43	\$349.80	\$8.75	\$943.40	\$5.90
Robotics Station	\$39.75	\$318.00	\$39.75	\$1,590.00	\$39.75	\$6,360.00	\$39.75
Roller Stand	\$0.67	\$5.34	\$0.67	\$12.72	\$0.32	\$26.51	\$0.17
Roof Top Anchor	\$1.99	\$15.94	\$1.99	\$42.40	\$1.06	\$127.20	\$0.80
Router (All)	\$1.59	\$12.72	\$1.59	\$33.92	\$0.85	\$101.76	\$0.64
Router, Laminate	\$1.59	\$12.72	\$1.59	\$33.92	\$0.85	\$101.76	\$0.64
Safety Gas Meters	\$0.53	\$4.24	\$0.53	\$15.90	\$0.40	\$90.11	\$0.56
Sand Blaster	\$15.90	\$127.20	\$15.90	\$296.80	\$7.42	\$742.00	\$4.64
Sander, Belt (All)	\$2.39	\$19.08	\$2.39	\$61.48	\$1.54	\$162.18	\$1.01
Sander, Dustless	\$2.92	\$23.32	\$2.92	\$69.96	\$1.75	\$196.11	\$1.23
Sander, Floor	\$8.22	\$65.72	\$8.22	\$262.88	\$6.57	\$788.64	\$4.93
Sander, Palm	\$2.52	\$20.18	\$2.52	\$39.43	\$0.99	\$103.88	\$0.65
Saw, circular cordless	\$3.92	\$31.32	\$3.92	\$107.41	\$2.69	\$287.55	\$1.80
Saw, Circular Saw 7 1/4"	\$3.92	\$31.32	\$3.92	\$107.41	\$2.69	\$287.55	\$1.80
Saw, Compound Miter 12"	\$6.94	\$55.49	\$6.94	\$181.41	\$4.54	\$504.75	\$3.15
Saw, Concrete Soft Cut	\$16.91	\$135.32	\$16.91	\$417.23	\$10.43	\$1,086.64	\$6.79
Saw, Cut Off 14"	\$10.96	\$87.72	\$10.96	\$295.48	\$7.39	\$790.63	\$4.94
Saw, Demo Gas 14"	\$10.96	\$87.72	\$10.96	\$295.48	\$7.39	\$790.63	\$4.94
Saw, Demo, Elec, 14"	\$10.96	\$87.72	\$10.96	\$295.48	\$7.39	\$790.63	\$4.94
Saw, Hole Saw Kit	\$2.87	\$22.95	\$2.87	\$83.75	\$2.09	\$237.48	\$1.48
Saw, Jig (All)	\$2.87	\$22.95	\$2.87	\$83.75	\$2.09	\$237.48	\$1.48
Saw, Miter Saw Table	\$1.23	\$9.81	\$29.68	\$87.98	\$2.20	\$247.22	\$1.55
Saw, Miter10"	\$5.20	\$41.62	\$5.20	\$149.40	\$3.73	\$426.85	\$2.67



Broomfield Bay Renovation Phase IV
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Contractor Owned Equipment - Rental Rate Schedule

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Rental Item Description	Hourly	Daily Rate (Starts at 8 hours)	Effective Daily Rate per Hour (Basis: 8 hours)	Weekly Rate (Starts at 25 hours)	Effective Weekly Rate per Hour (Basis: 40 hours)	Monthly Rate (Starts at 121 hours)	Effective Monthly Rate per Hour (Basis: 160 hours)
Saw, Portable Band	\$5.04	\$40.28	\$5.04	\$88.19	\$2.20	\$225.79	\$1.41
Saw, Reciprocating (All)	\$2.87	\$22.95	\$2.87	\$83.75	\$2.09	\$237.48	\$1.48
Saw, Table 10"	\$7.30	\$58.37	\$7.30	\$211.05	\$5.28	\$587.12	\$3.67
Scaffold, Stabilizer, Pair 5x7	\$0.80	\$6.36	\$0.80	\$20.35	\$0.51	\$61.48	\$0.38
Scaffold/Guardrail Baker	\$0.80	\$6.36	\$0.80	\$10.60	\$0.27	\$15.91	\$0.10
Scaffolding Bakers	\$5.30	\$42.40	\$5.30	\$79.71	\$1.99	\$164.31	\$1.03
Scaffolding Outriggers - Baker	\$0.80	\$6.36	\$0.80	\$8.48	\$0.21	\$15.91	\$0.10
Scanner / Detector	\$1.33	\$10.60	\$1.33	\$26.71	\$0.67	\$79.51	\$0.50
Screed, 12'-6"-16'	\$0.93	\$7.46	\$0.93	\$21.20	\$0.53	\$62.55	\$0.39
Screed, 8'-12'	\$0.53	\$4.24	\$0.53	\$11.87	\$0.30	\$36.04	\$0.23
Screw Gun	\$2.65	\$21.20	\$2.65	\$69.11	\$1.73	\$204.59	\$1.28
Shipping Container 20'	\$0.43	\$3.45	\$0.43	\$17.25	\$0.43	\$73.78	\$0.46
Shipping Container 40'	\$0.80	\$6.36	\$0.80	\$29.68	\$0.74	\$127.20	\$0.80
Skid Steer	\$36.99	\$295.89	\$36.99	\$891.03	\$22.28	\$2,194.76	\$13.72
Skid Steer Auger Attachment	\$14.35	\$114.83	\$14.35	\$341.10	\$8.53	\$839.83	\$5.25
Skid Steer Auger Bits	\$6.23	\$49.86	\$6.23	\$109.39	\$2.73	\$240.63	\$1.50
Skid Steer Bits / Extension	\$6.23	\$49.86	\$6.23	\$109.39	\$2.73	\$240.63	\$1.50
Skidsteer Forks	\$5.26	\$42.04	\$5.26	\$102.15	\$2.55	\$593.61	\$3.71
Skidsteer Scarifier	\$12.46	\$99.64	\$12.46	\$286.20	\$7.16	\$798.19	\$4.99
Skidsteer, Broom	\$22.42	\$179.33	\$22.42	\$447.19	\$11.18	\$1,075.98	\$6.72
Skidsteer, Bucket	\$8.23	\$65.83	\$8.23	\$196.36	\$4.91	\$589.07	\$3.68
Snow Blower	\$4.64	\$37.10	\$106.00	\$318.00	\$7.95	\$893.58	\$5.58
Sockets / Tap & Die (All)	\$1.20	\$9.58	\$1.20	\$26.71	\$0.67	\$68.91	\$0.43
Sprayer, Backpack	\$0.80	\$6.36	\$0.80	\$19.08	\$0.48	\$58.31	\$0.36
Steel Banding Kit	\$1.46	\$11.70	\$1.46	\$27.56	\$0.69	\$79.51	\$0.50
Stilts	\$1.33	\$10.60	\$1.33	\$33.92	\$0.85	\$100.71	\$0.63
Stud Finder	\$0.13	\$1.06	\$0.13	\$5.30	\$0.13	\$15.91	\$0.10
'T' Post Driver	\$0.27	\$2.12	\$0.27	\$10.60	\$0.27	\$31.80	\$0.20
Temperature Gun	\$0.67	\$5.34	\$0.67	\$16.11	\$0.40	\$47.71	\$0.30
Temporary Wall Panels/lf	\$0.07	\$0.56	\$1.67	\$5.00	\$0.13	\$14.05	\$0.09
Tool Accessory	\$0.66	\$5.30	\$0.66	\$15.90	\$0.40	\$45.58	\$0.28
Torch Cutting Set	\$6.23	\$49.86	\$6.23	\$141.19	\$3.53	\$318.00	\$1.99
Total Station	\$23.19	\$185.54	\$23.19	\$487.60	\$12.19	\$1,351.51	\$8.45
TR Trailer Storage Van	\$0.93	\$7.46	\$0.93	\$44.52	\$1.11	\$190.80	\$1.19
Traffic Sign Stand	\$1.33	\$10.60	\$1.33	\$19.08	\$0.48	\$42.40	\$0.27
Trailer Furniture	\$0.21	\$1.67	\$0.21	\$8.40	\$0.21	\$33.56	\$0.21
Trailer, Office Double Wide	\$7.95	\$63.60	\$7.95	\$296.80	\$7.42	\$1,272.00	\$7.95
Trailer, Office Single Wide	\$4.11	\$32.90	\$4.11	\$148.40	\$3.71	\$636.00	\$3.98
Trailer, Utility	\$7.56	\$60.46	\$7.56	\$164.51	\$4.11	\$460.04	\$2.88
Trash Dumpster	\$4.24	\$33.92	\$4.24	\$90.31	\$2.26	\$222.60	\$1.39
Trash Hopper, Crane	\$6.23	\$49.86	\$6.23	\$150.52	\$3.76	\$451.56	\$2.82
Tribrach	\$2.39	\$19.08	\$2.39	\$50.88	\$1.27	\$127.20	\$0.80
Tri-pod Legs	\$0.80	\$6.36	\$0.80	\$12.72	\$0.32	\$38.16	\$0.24
Type III Barricade	\$1.06	\$8.48	\$1.06	\$26.71	\$0.67	\$79.51	\$0.50
Vacuum System	\$4.24	\$33.92	\$4.24	\$92.43	\$2.31	\$253.35	\$1.58
Vacuum, 20VWet/Dry	\$0.93	\$7.42	\$0.93	\$21.20	\$0.53	\$63.60	\$0.40
Vacuum, Hepa, Wet/Dry	\$4.11	\$32.86	\$4.11	\$109.18	\$2.73	\$250.16	\$1.56
Vacuum, Upright	\$4.24	\$33.93	\$4.24	\$92.91	\$2.32	\$253.35	\$1.58
Vehicle Strobe Light	\$0.67	\$5.34	\$0.67	\$12.72	\$0.32	\$27.56	\$0.17



Broomfield Bay Renovation Phase IV
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Vehicle Tracking Grate 7'-6"	\$1.20	\$9.58	\$1.20	\$42.40	\$1.06	\$159.00	\$0.99
Weed Whacker	\$6.09	\$48.69	\$6.09	\$196.84	\$4.92	\$532.31	\$3.33
Welder, Small	\$7.96	\$63.66	\$7.96	\$200.22	\$5.01	\$527.77	\$3.30
Wheelbarrow	\$1.20	\$9.58	\$1.20	\$20.35	\$0.51	\$45.59	\$0.28
Winch (All)	\$12.06	\$96.50	\$12.06	\$243.80	\$6.10	\$614.80	\$3.84
Wood Deck Cart	\$1.99	\$15.94	\$1.99	\$38.16	\$0.95	\$95.40	\$0.60
Work Platform	\$1.59	\$12.72	\$1.59	\$25.44	\$0.64	\$50.88	\$0.32



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Rental Item Description	Hourly	Daily Rate (Starts at 8 hours)	Effective Daily Rate per Hour (Basis: 8 hours)	Weekly Rate (Starts at 25 hours)	Effective Weekly Rate per Hour (Basis: 40 hours)	Monthly Rate (Starts at 121 hours)	Effective Monthly Rate per Hour (Basis: 160 hours)
** The Rental Items below are rented on a per Unit basis							
Air Hose, 1"x50'	EA	\$53.00					
Aluminum Beams LF	EA	\$0.80					
Blow Pipe	EA	\$60.00					
Brace, Cross, 7'	EA	\$1.33					
Brace, Diagonal, 7'	EA	\$4.45					
Bull Float Poles	EA	\$8.00					
Camlocks EA	EA	\$0.27					
Caster, 8"	EA	\$4.66					
Channelizer Barrels/Delineators	EA	\$47.70					
Clamp-on Handrail Bracket	EA	\$6.36					
Concrete Barriers EA	EA	\$42.40					
Concrete Bollard 2'x2'x3'	EA	\$19.08					
Concrete Panels SF	SF	\$1.33					
Curb Forms LF, 12"	LF	\$15.90					
Curb Forms LF, 6"	LF	\$19.08					
Distribution Cable, 50'	EA	\$172.79					
Ellis Post Shores EA	EA	\$15.90					
Ellis Waler Clamp EA	EA	\$0.58					
End Frame 5'x6'-7"	EA	\$5.06					
Form Scaffold Brackets EA	EA	\$5.30					
Frame, End, 5'x5'	EA	\$2.76					
Frames, Walkthrough	EA	\$2.76					
Guardrail Stanchions	EA	\$6.36					
Guardrail Swing Gate 5'x4'-7"	EA	\$10.40					
Guardrail, 5'	EA	\$12.72					
Guardrail, 7'	EA	\$12.72					
Hose, Flagro 12"x25'	EA	\$255.00					
Hose, Flagro 20"x25'	EA	\$318.00					
Jack Hammer Chisel	EA	\$45.59					
Jack Hammer Point	EA	\$45.59					
Jack, 4"x4" Post	EA	\$10.60					
Jack, Leveling	EA	\$1.22					
Ladder Frame 5'x6'-7"	EA	\$7.43					
Long Bolts EA	EA	\$0.16					
Parapet Grabber Handrail Post	EA	\$17.60					
Pin, Coupling	EA	\$0.43					
Pin, Gravity	EA	\$0.05					
Plank EA, 12'	EA	\$6.89					
Plank EA, 16'	EA	\$7.95					
Plank, Aluminum, 7'	EA	\$12.72					
Plank, EA, 8'	EA	\$5.30					
Post, Guardrail	EA	\$12.72					
Rebar Cage Hanger	EA	\$10.07					
Road Concrete Barriers/Jersey Barriers	EA	\$53.00					
Road Traffic Cones	EA	\$15.26					
Road Traffic Delineators	EA	\$15.27					
Rod Clamp	EA	\$0.27					
Roof Flag Stanchion	EA	\$127.20					



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Shear Wall Brackets EA	EA	\$5.30					
Slab Grabber Handrail Posts EA	EA	\$6.36					
Steel Adjustable Shores EA	EA	\$4.77					
Steel Plates, 6'x10'x1/4"	EA	\$84.80					
Steel Stakes, 12"	EA	\$0.37					
Steel Stakes, 18"	EA	\$0.37					
Steel Stakes, 24"	EA	\$0.42					
Steel Stakes, 30"	EA	\$0.48					
Steel Stakes, 36"	EA	\$0.58					
Steel Stakes, 48"	EA	\$0.80					
Stiffback Clamp EA, 2 x 4	EA	\$0.74					
Stiffback Clamp EA, 2 x 6	EA	\$0.85					
Strongback Hook EA	EA	\$0.80					
Tilt Wall Braces	EA	\$15.90					
Turnbuckles EA	EA	\$1.59					
Wedge Bolts EA	EA	\$0.53					
** Delivery Rates							
Under 35 Miles	EA	\$145					
Over 35 Miles	EA	\$290					

Exhibit K to AIA A133-2019 GMP Amendment Exhibit A

CITY and COUNTY of BROOMFIELD SUPPLEMENTAL INSURANCE REQUIREMENTS

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A- VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor 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.
6. 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.
7. Certificates – Contractor 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
8. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
9. 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.
10. 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.
11. 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.

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

Minimum Insurance Requirements		
COVERAGES AND LIMITS OF INSURANCE		Required
1.	<p>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.</p> <p>Note: For contracts involving vendor/contractor contact with minors or at risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p>	<ul style="list-style-type: none"> ● \$1,000,000 Each occurrence ● \$2,000,000 General Aggregate (Per Project) ● 1,000,000 Personal and Advertising Injury ● \$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)
2.	<p>Automobile Liability Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</p>	<ul style="list-style-type: none"> ● \$1,000,000 combined single limit ● If hazardous materials are transported, an MCS 90 form shall be included on the policy
3.	<p>Workers' Compensation Worker's Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws for all employees to be engaged in work at the site and, in case of any such work sublet, the contractor/vendor shall require the Subcontractor(s) similarly to provide such insurance. The insurance shall provide a waiver of subrogation in favor of the City and County of Broomfield.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> ● \$100,000 Each Accident ● \$100,000 Each Employee by Disease ● \$500,000 Disease Aggregate
4.	<p>Environmental Liability Insurance Contractor/Vendor will purchase an environmental liability policy covering bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from contractor/vendors operations and completed operations.</p>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> ● \$1,000,000 Each Occurrence/Aggregate
5.	<p>Professional Liability Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following: Coverages:</p> <ul style="list-style-type: none"> ● Limited Contractual Liability ● If coverage is Claims Made, a retroactive date prior to the inception of the work ● If coverage is Claims Made, similar cover must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> ● \$1,000,000 Per Claim/Aggregate
6.	<p>Builders' Risk/Installation Floater Contractor will purchase and maintain builders' risk insurance on the entire project until final payment has been made. Such coverage will be written on the completed value basis, and cover the full insurable replacement cost thereof. Coverages:</p> <ul style="list-style-type: none"> ● "All risk" of physical loss, including flood and earthquake ● Transit 	<ul style="list-style-type: none"> ● Total Limits for the full cost of replacement ● Any deductible will be the Contractor's sole responsibility but will be reimbursed under the GMP as Cost of Work.

	<ul style="list-style-type: none"> ● Off-site storage ● Loss resulting from faulty workmanship or faulty materials or error in design ● Waiver of subrogation ● Permission to occupy ● No coinsurance clause ● Include interests of Owner, Contractor and subcontractor of any tier in the work 	
7.	<p>Excess Liability Coverage</p> <ul style="list-style-type: none"> ● Policy shall provide liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability. 	<ul style="list-style-type: none"> ● Limits of at least: \$10,000,000
	<p>Additional Insured - The following shall be named an Additional Insured:</p> <p>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 and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations)</p> <p>Certificate Holder is: City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 certificates@broomfield.org</p>	

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



Public Hearing HUD Annual Action Plan

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Action Items Item: 7C
Presented By	
Jeff Romine, Economist & Director	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

The proposed 2024 Annual Action Plan is the fifth and last program year of the 5-year Consolidated Plan that was approved by City and County of Broomfield on May 26, 2020, and will continue providing low-and-moderate income residents with programs and resources identified in the HUD [Consolidated Plan](#), utilizing Community Development Block Grant (CDBG) funds from HUD. The CDBG entitlement grant provides annual grants on a formula basis to cities and counties to develop viable urban communities by providing decent housing, suitable living environments, and expansion of economic opportunities for low-and-moderate-income residents. HUD identifies national objectives, activities, and eligible uses of the funds.

Attachments

[Memo 7-23-24 HUD AAP.pdf](#)

[Resolution 2024-97.pdf](#)

Summary

[View Correspondence](#)

The proposed 2024 Annual Action Plan is the fifth and last program year of the 5-year Consolidated Plan that was approved by the City and County of Broomfield on May 26, 2020, and will continue providing low-and-moderate income residents with programs and resources identified in the HUD [Consolidated Plan](#), utilizing Community Development Block Grant (CDBG) funds from HUD.

The CDBG entitlement grant provides annual grants on a formula basis to cities and counties to develop viable urban communities by supporting decent housing, suitable living environments, and expansion of economic opportunities for low-and-moderate-income residents. HUD identifies national objectives, activities, and eligible uses of the funds.

The proposed [2024 HUD Annual Action Plan](#) identifies work actions to be undertaken, supported with HUD funding, based upon community needs and priorities. The needs and priorities are identified in a number of ways, including public comment, program utilization, and demand.

The proposed [2024 HUD Annual Action Plan](#) details how the following activities support multiple goals listed in the HUD Consolidated Plan, and aligns directly with City Council priorities:

- **Affordable Housing:** preserve existing affordable housing through the homeowner rehabilitation program; support local nonprofit and community organizations to provide housing and other supportive services to low- to moderate-income residents.
- **Economic Vitality:** support Broomfield small businesses to sustain and expand by providing new job opportunities for low- to moderate-income residents, by providing additional funding to the Enhanced Broomfield small business program and to the Broomfield Micro Grant program;
- **Sustainability:** assist 20 homeowners with health, safety, and energy efficiency repairs through the homeowner rehabilitation program. The improvements include energy-efficient furnaces, water heaters, weatherization, and upgrade efficiencies. Additionally, funds are used to provide accessibility features to homes owned by seniors and disabled individuals to improve their mobility and quality of life; assist 4 homeowners with the Paint-a-thon program, providing outdoor minor repairs and exterior paint to households that qualify for the program;
- **Creative Economy:** assist small businesses and organizations in the creative industries, who are focused on growing employment, enterprise opportunities, and self-sufficiency. These opportunities benefit creatives, makers, learners and doers in Broomfield
- **Diversity, Equity, Access, and Inclusion:** Support anti-displacement activities such as the homeowner rehabilitation program, the creation of new job opportunities in Broomfield, and additional funding for local community organizations to provide services to impacted and disproportionately affected residents, business owners, and the labor force.

[Annual Goals and Objectives:](#) Outlined in the Broomfield's 2024 HUD Annual Action Plan provides details on proposed uses of funds.

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
HUD Community Development Block Grant Funds (CDBG) Annual Allocation (G24HA05)	\$ 269,135.00
HUD CDBG Prior Year Resources (Rollover grant funds)	\$ 239,857.36
HUD CDBG Estimated Program Income for 2024	\$ 220,000.00
	\$ 728,992.36
Homeownership Programs	\$250,000
Community Investment Programs	\$350,165.36
Economic Development Programs	\$75,000
Program Administration	\$53,827.00
Projected Balance	\$ 0

Prior Council or Other Entity Actions

On May 26, 2020, Council approved [Resolution 2020-137](#), authorizing the submission of the 2020-2024 Broomfield Consolidated Plan and 2020 Action Plan for HOME and CDBG funds.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve and authorize submission of the proposed City and County’s 2024 Annual Action Plan to the US Department of Housing and Urban Development.

That Resolution 2024-97 be adopted.

Alternatives

Do not accept the Plan as written or modify it as desired and directed by Council.

RESOLUTION NO. 2024-97

A resolution to approve the 2024 Annual Action Plan for the US Department of Housing and Urban Development

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

Section 1.

City Council hereby approves the 2024 HUD Annual Action Plan and authorizes the submission of the 2024 Annual Action Plan to the US Department of Housing and Urban Development (HUD) for the City and County of Broomfield in accordance with 24 CFR Part 58.

Section 2.

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

Approved on July 23, 2024.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney



City of Broomfield

City Council Regular Meeting

Public Hearing - Rezoning Process Changes and Application Expiration Ordinance - 2nd Reading

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Action Items Item: 7D
Presented By	
Anna Bertanzetti	
Community Goals	

Overview

[View Correspondence](#) and visit BroomfieldVoice.com

Staff is bringing forth an ordinance which proposes to amend the Broomfield Municipal Code to add new sections to Titles 16 and 17 related to inactive development applications, and to amend Section 17-48 of the Broomfield Municipal Code to add a requirement for a pre-submittal neighborhood meeting and review criteria for rezoning requests. On May 28, 2024, staff presented proposed Ordinance No. 2232 for first reading, and Council approved the ordinance on first reading and scheduled a public hearing and second reading.

Proposed Ordinance No. 2232 if adopted on second reading would approve the proposed changes to Titles 16 and 17 of the Broomfield Municipal Code.

Attachments

[Ordinance No. 2232 2nd Reading Council Memo.pdf](#)

[Ordinance No. 2232 Inactive Applications and Rezoning Changes Second Reading.pdf](#)

Summary

[View Correspondence](#) and visit [BroomfieldVoice.com](https://www.broomfieldvoice.com)

Staff is bringing forth an ordinance which proposes to amend the Broomfield Municipal Code to add new sections to Titles 16 and 17 related to inactive development applications, and to amend Section 17-48 of the Broomfield Municipal Code to add a requirement for a pre-submittal neighborhood meeting and review criteria for rezoning requests.

In August 2020, City Council adopted Ordinance No. 2127 which amended Titles 16 and 17 of the Broomfield Municipal Code including the addition of a requirement for neighborhood meetings prior to the submittal of a formal development application for Final Plats, Uses by Special Review, new Planned Unit Development (PUD) Plans, Amendments to PUD Plans, Site Development Plans and Site Development Plan Amendments.

At the time of adoption of Ordinance No. 2127, Broomfield was not receiving many standalone rezoning applications. Typically projects which were requesting to rezone a property were rezoning to PUD and had a companion PUD Plan which required a neighborhood meeting.

Since 2022, Broomfield has been taking a systematic approach to update the City's development review process tools. These updates have included changes to Broomfield's non-PUD zone districts either through amendments to modernize existing zone districts or through the creation of entirely new zone districts to encourage new non-PUD development.

As a result of these ongoing efforts to modernize Broomfield's zoning options, and the success of the neighborhood meeting requirement for various other applications, an expansion to require neighborhood meetings for rezoning applications is being proposed. During the two prior study sessions staff also proposed to add review criteria for both the Land Use Review Commission and City Council when considering rezoning requests. The Broomfield Municipal Code currently does not identify any criteria for approval or denial of rezoning requests. The proposed amendments will identify a review standard for future rezonings.

Additionally, in recent years Broomfield has seen more development applications move slowly through the planning process. With the regular updates to Standards and Specifications and the Building Code as well as the ongoing systematic approach to modernizing development tools including code requirements, these projects which go inactive for long periods of time are failing to keep up with changes to requirements.

As such, Proposed Ordinance No. 2232 proposes to add new sections of code to Titles 16 and 17 of the Broomfield Municipal Code to create a 180-day limit of inactivity of projects prior to their being deemed void and closed. The proposal also includes an opportunity for applicants to ask for extensions to this time limit of an additional 180 days.

On [May 28, 2024](#), staff presented proposed Ordinance No. 2232 for first reading, and council approved the ordinance on first reading and scheduled a public hearing and second reading.

Proposed Ordinance No. 2232 if adopted on second reading would approve the proposed changes to Titles 16 and 17 of the Broomfield Municipal Code.

Financial Considerations

Ordinance No. 2232 proposes to establish regulations related to development application expirations due to inactivity from applicants. The proposed regulations would deem development applications to be withdrawn if they go inactive for 180 days or have not been provided extension. If a project is deemed to be withdrawn it would mean that the applicant would need to submit a new development application and pay new application fees associated with their development proposal.

Prior Council or Other Entity Actions

[August 11, 2020](#) - City Council adopted Ordinance No. 2127 which amended the public notice requirements for public hearings and established the requirement of neighborhood meetings prior to application submittal for specific planning applications.

[August 15, 2023](#) - City Council held a study session and request for direction related to modifications to the rezoning process, adding new transit oriented development and mixed use zone districts and adding a new administrative development plan process to the Broomfield Municipal Code.

[March 19, 2024](#) - City Council held a second study session related to modifications to the rezoning process and adding a new transit oriented development and two new mixed use zone districts to the Broomfield Municipal Code.

[May 28, 2024](#) - City Council approved Ordinance No. 2232 on first reading, and scheduled a public hearing and second reading.

Board and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Based on the above, is recommended that, if Council wishes to approve the ordinance it is recommended:

That Ordinance No. 2232 be adopted on second reading and be published by title.

Alternatives

Do not adopt Ordinance No. 2232 on second reading.

Project Website

<http://www.broomfieldvoice.com/ordinance2232>

Public Comment

[Correspondence Folder](#)

How to Submit Public Comments on this Proposal

Email directly to planning@broomfield.org

Staff Memorandum from the First Reading

The staff memorandum from the first reading of Ordinance No. 2230 on [May 28, 2024](#) includes a detailed discussion of the proposed zoning changes.

Public Engagement

A [Broomfield Voice page](#) has been created and provides information regarding the proposed amendments included in this proposed ordinance. The Broomfield Voice platform will allow for feedback on the proposed amendments to the Broomfield Municipal Code, and community engagement is encouraged. Comments received will be gathered and summarized to provide feedback as part of the public hearing process. Additional public comments can be provided during the public hearing.

Ordinance No. 2232

Proposed Ordinance No. 2232 amends Chapters 16-02, 17-04 and 17-48 of the Broomfield Municipal Code. If approved on second reading, proposed Ordinance No. 2232 will be published by title, and will become effective 7 days after publication.

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

ORDINANCE NO. 2232

An Ordinance adding Sections 16-04-040 Inactive Applications, Section 17-02-085 Inactive Applications, and amending Section 17-48-020 Procedure for Rezoning in the Broomfield Municipal Code

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

Section 1.

Chapter 16-04-040 Inactive Applications, is added to the Broomfield Municipal Code as follows:

16-04-040 - Inactive Applications.

- (A) *Generally.* It is understood that applications for development approval as required by Title 16 of the Broomfield Municipal Code will be diligently pursued by the applicant. This section is intended to close such applications that become stale due to inaction by the applicant.
- (B) *Closing of Inactive Applications.* When an action by the applicant is required for further processing of an application (for example, if revisions are requested after agency referrals), the application shall become void and be deemed closed 180 days after the date that the action is requested if the applicant either fails to take action or fails to request an extension of time pursuant to subsection C below.
- (C) *Extension of Time.* The Director of Community Development may extend the expiration of an application by up to 180 additional days for good cause upon written request of the applicant before the end of the period set out in subsection B above.

Section 2.

Chapter 17-02-085 Inactive Applications, is added to the Broomfield Municipal Code as follows:

17-02-085 - Inactive Applications.

- (A) *Generally.* It is understood that applications for development approval as required by Title 17 of the Broomfield Municipal Code will be diligently pursued by the applicant. This section is intended to close such applications that become stale due to inaction by the applicant.
- (B) *Closing of Inactive Applications.* When an action by the applicant is required for further processing of an application (for example, if revisions are requested after agency referrals), the application shall become void and be deemed closed 180

days after the date that the action is requested if the applicant either fails to take action or fails to request an extension of time pursuant to subsection C below.

- (C) *Extension of Time.* The Director of Community Development may extend the expiration of an application by up to 180 additional days for good cause upon written request of the applicant before the end of the period set out in subsection B above.

Section 3.

Chapter 17-48-020 Procedure for rezoning of the Broomfield Municipal Code is amended with the following language:

17-48-020 Procedure for rezoning.

- (A) The owner of any property may apply to the land use review commission for rezoning of his or her property. The applicant shall pay an application fee of \$650.00 for rezoning ten acres or more of land and \$250.00 for rezoning less than ten acres of land.
- (B) The city manager is authorized to apply to the land use review commission for rezoning of any property within the city.
- (1) The city manager shall notify the owner or owners of any property subject to the application for rezoning that a hearing on the rezoning application will be held before the land use review commission and before the city council.
 - (2) The city manager's notification to the owner or owners shall set forth the reasons for the rezoning application.
 - (3) Notification to the owner or owners by the city manager shall be by personal service or by certified mail not less than thirty days prior to the public hearing before the land use review commission.
- (C) The land use review commission shall hold a public hearing on the application. Notice shall be given in accordance with the provisions of chapter 17-52, B.M.C. Following the hearing, the land use review commission shall make recommendations to the city council concerning the application.
- (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. An ordinance may impose conditions on rezoning.
- (E) Prior to any official submittal of a rezoning, the applicant shall hold a neighborhood meeting. Notice for such neighborhood meetings shall be done consistent with Section 17-52, B.M.C. The neighborhood meeting provides the applicant and surrounding property owners an opportunity to review preliminary requests. The meeting should solicit input and exchange information about the

proposal. The applicant shall record attendance on a sign-in sheet and shall create a summary of the meeting discussion which shall be submitted with the formal application.

(F) The recommendation of the land use review commission and decision of the city council for rezoning requests shall consider the applicant's proposed rezoning request based upon the following criteria:

- (1) The proposal is in (i) general conformance with applicable land use plans including but not limited to the Broomfield Comprehensive Plan and, sub area plans, or (ii) there has been substantial change in the character of the area to support the rezoning action, or (iii) the official zoning classification is in error.
- (2) The proposal is compatible with existing and allowable land uses in the surrounding area.
- (3) The proposal's effect upon the health, safety, and welfare of the residents and landowners in the surrounding areas.
- (4) The proposal is an opportunity or an appropriate site, at an appropriate location, for the particular type of land use or development proposed and will help the city achieve a balance of land use, tax base, or housing types consistent with the city's overall planning and economic development goals.

Section 5.

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

Introduced and approved after first reading on May 28, 2024, and ordered published in full.

Introduced a second time and approved on July 23, 2024, and further ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

City and County Attorney

NCR



City of Broomfield

City Council Regular Meeting

Public Hearing - Family Child Care Ordinance 2nd Reading

Meeting	Agenda Group
Tuesday, July 23, 2024, 6:00 PM	Action Items Item: 7E
Presented By	
Anna Bertanzetti	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#) and visit [BroomfieldVoice.com](https://www.broomfieldvoice.com)

The State of Colorado now requires local governing authorities to treat all family child care homes, including those caring for up to twelve (12) children under the age of eighteen (18) as a residential use. To bring the Broomfield Municipal Code into compliance with this legislation, staff proposes amending the code and, for clarity, cleaning up the vocabulary used in the code to describe these facilities. The ordinance also includes the removal of a restriction on the proximity of Adult Day Care Homes from existing approved adult daycare facilities or residential assisted living facilities - a change that was suggested by City Council at the March 19 study session.

Attachments

[Family Child Care Homes Ordinance - 2nd Reading Memo.pdf](#)

[Family Child Care Home Ordinance No. 2233.pdf](#)

Summary

[View Correspondence](#) and visit BroomfieldVoice.com

Introduction

At the March 19 2024 Council Study Session, staff introduced the proposed Family Child Care Homes ordinance to bring Broomfield’s existing code into compliance with a change in State of Colorado law. On May 28, 2024, staff presented proposed Ordinance No. 2233 on first reading. This memorandum proposes the Family Child Care code amendment for consideration at a public hearing and on second reading. The proposed ordinance remains as proposed at first reading.

In 2021, the State of Colorado passed [HB21-1222](#) regarding the regulation of family child care homes to expand opportunities to access child care in family child care homes. The new legislation noted “Colorado has a shortage of licensed, safe, and affordable child care options, while at the same time there is a growing need for child care in order to bolster the economy and allow parents to work.” The new legislation requires that local governing authorities treat family child care homes as a residential use.

The Broomfield Municipal Code (BMC) currently allows family child care homes caring for up to eight (8) children as a home occupation. In requiring that local governing authorities treat family child care homes as a residential use, the state requires municipalities to allow all types of family child care homes licensed by the state, and these include large family child care homes that care for up to twelve (12) children.

The proposed Family Child Care Homes ordinance is to bring Broomfield’s zoning code into compliance with state regulations by allowing up to 12 children in a family child care home as a home occupation. Additional revisions are also proposed to clean up the code details related to family child care homes.

Since the intent of the code update is to comply with state regulations, staff proposes for the code amendments to comply with state law. In response to a Council suggestion at the March 19 study session, the proposed ordinance includes the removal of a restriction on the proximity of Adult Day Care Homes from existing approved adult daycare facilities or residential assisted living facilities.

The staff report for the first reading of the proposed ordinance included an error and listed the second reading date as July 9th. That was incorrect and should have read July 23rd, which is the date that was published in the newspaper.

Financial Considerations

Staff is proposing modifications to sections of the Broomfield Municipal Code. These proposed modifications are not expected to affect any city and county revenues or expenses.

Prior Council Actions

On September 11, 2001, City Council passed Ordinance No. 1590 adding child care homes as a home occupation to the Broomfield Municipal Code, modifying the definition of a child day care facility, and addressing large child care homes be classified as a type of child day care facility.

On October 25, 2005, City Council passed Ordinance No. 1817, which added adult daycare homes as a home occupation and established the current set of regulations.

On September 12, 2017, City Council passed Ordinance No. 2051, which included a modification to off-street parking requirements for home occupations, including Family Child Care Homes.

On [March 19, 2024](#), a study session was held with City Council on the proposed ordinance. Staff received direction to move forward with the proposed ordinance.

On [May 28, 2024](#), City Council approved Ordinance No. 2233 on the City Council consent agenda for first reading, and scheduled a public hearing and second reading. City Council did not approve any amendments to the ordinance at this meeting.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Based on the above, it is recommended that, if Council wishes to approve the ordinance it is recommended:

That Ordinance No. 2233 be adopted on second and final reading and ordered published by title.

Alternatives

Do not adopt Ordinance No. 2233.

Staff Memorandum from the First Reading

The staff memorandum from the first reading of Ordinance No. 2233 on [May 28, 2024](#) includes a detailed discussion of the proposed ordinance.

Changes made between First and Second Reading

There were no amendments made to the proposed Ordinance No. 2233 on first reading that required any changes.

Stakeholder and Public Outreach

The Planning Division has published a [webpage dedicated to the proposed ordinance on the BroomfieldVoice platform](#). A notice of the code amendment was placed in the Community Update. The ordinance will also be noticed in accordance with standard public notice requirements for an ordinance including a posting in the local newspaper.

Ordinance No. 2233

Proposed Ordinance No. 2233 amends Chapter 5-36-120, Setback requirements, Chapter 9-56-040, Measurement, Chapter 15-03-020, Adoption of building codes, Chapter 15-04-101, Amendments to the International Building Code, Chapter 17-04, Definitions, Chapter 17-24, I-1 Limited Industrial District, Chapter 17-26, I-2 General Industrial District, and Chapter 17-32-020, Home Occupations of the Broomfield Municipal Code. If approved on second reading, proposed Ordinance No. 2233 will be published by title, and will become effective 7 days after publication.

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

ORDINANCE NO. 2233

An ordinance amendment the Broomfield Municipal Code to Allow Family Child Care Homes

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

Section 1.

Chapter 5-36, Sexually Oriented Businesses, of the Broomfield Municipal Code is amended as follows:

5-36-120 - Setback requirements.

- (A) No sexually oriented businesses may operate within 1,500 feet of any of the following, whether within or without the city limits:
 - (1) Any church;
 - (2) Any school meeting all requirements of the compulsory education laws of the state;
 - (3) Any boundary of any residentially zoned or used property;
 - (4) ~~Any day care facility~~**Any child day care facility**, as defined in section 17-04-080, B.M.C.;
 - (5) Any public park or open space adjacent to any residential district;
 - (6) Any preschool; or
 - (7) Any other sexually oriented business.
- (B) ...
- (C) For purposes of this section, the one-thousand-five-hundred-foot separation measurement shall be made in a straight line without regard to intervening structures or objects from the nearest portion of the building or structure used as part of the premises where the sexually oriented business is conducted to the nearest property line of another sexually oriented business, church, school, public park, residentially zoned or used property, or **child day care facility**.

Section 2.

Chapter 9-56, Restricting the Residency of a Sexually Violent Predator, of the Broomfield Municipal Code is amended as follows:

9-56-040 - Measurement.

For the purpose of determining the minimum distance separation required herein, the measurement shall be made by following a straight line from the outer property line of the property on which the park, playground, public or private school, ~~licensed day care center,~~ **child day care facility, family child care home,** recreation center, library, retail shopping mall, or public swimming pool is located to the nearest point of the permanent or temporary residence structure.

Section 3.

Chapter 15-03, Building Codes: Adoption and Administration, of the Broomfield Municipal Code is amended as follows:

15-03-020 - Adoption of building codes.

....

- (1) ...
- (2) The "International Residential Code for One- and Two-Family Dwellings," 2021 Edition (IRC), published by the International Code Council, Inc., and in particular Chapters 2 through 10 and 12 through 32, and Appendix H - Patio Covers, Appendix P - Sizing of Water Piping System. The provisions of the International Residential Code for One- and Two-Family Dwellings as amended shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above-grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.

EXCEPTIONS: The following shall be permitted to be constructed in accordance with this code where provided with a residential fire sprinkler system complying with section 2904:

- (A) Live/work units located in townhomes and complying with the requirements of Section 419 of the International Building Code.
- (B) Owner-occupied lodging houses with five or fewer guestrooms.
- (C) A care facility with eight or fewer persons receiving custodial care within a dwelling unit.
- (D) A care facility with five or fewer persons receiving medical care within a dwelling unit.
- ~~(E) A care facility with eight or fewer persons receiving care within a single family dwelling.~~

ADDITIONAL EXCEPTION: The following shall be permitted to be constructed in accordance with this code:

- (E) A care facility with twelve or fewer persons, including children 2 ½ years and younger, receiving care within a single family dwelling.

Section 4.

Chapter 15-04, International Building Code, of the Broomfield Municipal Code is amended as follows:

15-04-101 - Amendments to the International Building Code.

- (A) ...
- (B) Section 305.2.3 is amended to read as follows:
 - 305.2.3 ~~Six~~ **Twelve** or fewer children in a dwelling unit. A facility such as above within a dwelling unit and having ~~six~~ **twelve** or fewer children, **including children 2 ½ years and younger**, receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 5.

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

...

17-04-018 - Adult day care home.

Adult day care home means a residential household in which care is provided for not more than five persons over the age of eighteen for less than sixteen hours per day, on a regular weekly basis.

...

17-04-080 - Child day care facility.

Child day care facility means a facility not located in a residence, by whatever name known, which provides less than twenty-four-hour care of five or more children under the age of sixteen years, and not related to the owner, operator, or manager thereof, whether such facility is operated with or without compensation for such care, and with or without stated educational purposes. ~~Child day care facility shall also apply to large child care homes, where licensed care is provided for nine to twelve children.~~ The term shall not apply to classes maintained in connection with any public, private, or parochial school system of at least six grades, nor to family child care homes, as defined in section ~~17-32-020~~ **17-04-132**. The facility shall be licensed by the State and shall comply with all applicable regulations promulgated by the Colorado Department of ~~Human Services~~ **Early Childhood Human Services**, as well as all local zoning and building codes.

...

17-04-132 - Family child care home.

Family child care home means a residential household that operates as a facility for child care in which care is provided for two to twelve children under the age of eighteen, who are not related to the head of such household, for less than twenty-four hours, on a regular basis.

...

17-04-245 Large family child care home.

Large family child care home shall mean a family child care home that provides care for seven to twelve children.

...

17-04-312 - Preschool.

Preschool means a school providing pre-elementary educational services on a scheduled basis to children through kindergarten. For the purposes of this definition, preschools are those facilities that maintain an affiliation with a public, private, or parochial school system of at least six grades. Said affiliation shall include the provision of educational services to children by the preschool as a part of an integrated program offered through the school system. A ~~child day care facility~~ ~~day-care center~~ is not a preschool.

Section 6.

Chapter 17-24 - I-1 Limited Industrial District of the Broomfield Municipal Code is amended as follows:

...

17-24-020 - Permitted uses; by right.

The following uses are permitted by right in the I-1 district, provided that all dust, fumes, odors, smoke, vapor, noise, lights, glare, and vibrations are confined to the lot on which the use is located:

- (A) ...
- (B) Institutional, public and service uses, limited to the following:
 - (1) Churches and church facilities;
 - (2) Day-care facilities including child day care facilities;

Section 7.

Chapter 17-26 - I-2 General Industrial District of the Broomfield Municipal Code is amended as follows:

...

17-26-020 - Permitted uses; by right.

The following uses are permitted by right in the I-2 district, provided that they are conducted in a manner which confines all dust, fumes, odors, refuse matter, smoke, vapor, noise, lights, glare, and vibrations within the boundaries of the I-2 district in which they are located:

(A) Office and commercial uses permitted by right in the I-1 district (section 17-24-020, B.M.C.), except for day-care facilities, **including child day care facilities**, and also permitting the following:

(B)

...

17-26-030 - Permitted uses; by special review.

The following uses are permitted by special review in the I-2 district:

(A) ...

(B) Institutional, public, and service uses, limited to the following:

(1) Day-care facilities, **including child day care facilities**;

Section 8.

Chapter 17-32 - Accessory Buildings and Uses of the Broomfield Municipal Code is amended as follows:

17-32-020 - Home Occupations.

...

(D) Family child care homes, as defined below, shall be allowed as home occupations, subject to the following regulations, except that family child care homes are not subject to the requirements of sections 17-32-020(C)(1) or ~~17-32-020(C)(3)~~, B.M.C., **but shall comply with the following:**

~~(1) Family child care homes are those residential households in which care is provided for two or more children under the age of thirteen not related to each other or children from more than one family for less than twenty-four hours, on a regular weekly basis.~~

- ~~(2)~~ — **(1)** Family child care homes must be licensed by the state and comply with all state regulations promulgated by the Colorado Department of **Early Childhood Human Services**, and all local zoning and building regulations.
- ~~(3)~~ — **(2)** Family child care homes may care for no more than **twelve** ~~eight~~ children total, including ~~the any~~ children of the provider **under twelve years of age**, and in no event more than ~~six children not attending full-day school, including the children of the caretaker,~~ at any one time.
- ~~(4)~~ — **(3)** Rear yard storage of playground equipment, swing sets, toys, and other items associated with outdoor activity related to a family child care home is allowed.
- ~~(5)~~ — **(4)** No more than two motor vehicles associated with patrons or employees of ~~the immediately adjacent large~~ family child care home may be parked at any time ~~on the~~ **at each** dwelling unit site or on the street, other than fifteen minutes or less for the purpose of loading or unloading property or passengers.
 - (5) Immediately adjacent large family child care homes shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes, and shall not change the character of the area.**

(E) Adult daycare homes, as defined ~~below in section 17-04-018~~, shall be allowed as home occupations, subject to the following requirements:

- ~~(1)~~ — ~~Adult daycare homes are those residential households in which care is provided for not more than five persons over the age of thirteen for less than sixteen hours per day, on a regular weekly basis;~~
- ~~(2)~~ — **(1)** Adult day care homes shall comply with all applicable state, federal and local laws and regulations, including local zoning, building and fire regulations;
- ~~(3)~~ — **(2)** Adult daycare homes shall obtain all necessary licenses and certifications as required by the state;
- ~~(4)~~ — **(3)** Adult daycare homes may only operate after approval from the city council following a public hearing. The city council shall consider the request and shall make a final decision of approval, of approval with conditions or of denial. Along with the other factors set forth in this section, city council shall consider the relation of the requested uses to the character of the surrounding neighborhood, the proposed hours of operation, any proposed expansion or remodeling of the residence, and the desirability and need for such a use in the specific area of the community at the public hearing prior to making its final decision. Notice of such public hearing shall be given in accordance with chapter 17-52, B.M.C.;
- ~~(5)~~ — **(4)** Adult daycare homes may have not more than two motor vehicles associated with patrons or employees other than residents of the adult daycare home parked at any time on the dwelling unit site or on the

- street frontage of such dwelling unit, other than fifteen minutes or less for the purpose of loading or unloading property or passengers;
- ~~(6)~~—(5) At least 100 square feet of finished interior space, as defined in subsection 17-04-202(C), B.M.C., for each resident and care recipient; and
 - ~~(7)~~—~~Adult daycare homes shall not be located within 1,500 feet of an existing approved adult daycare facility or residential assisted living facility for persons sixty years of age or older.~~

Section 9.

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

Introduced and approved after first reading on May 28, 2024, and ordered published in full.

Introduced a second time and approved on July 23, 2024, and further ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney