
1: Meeting Commencement

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

2: Petitions and Communications

- 2A. Arts, History and Cultural Council Update
Arts, History and Cultural Council annual presentation to the City Council. The Arts, History and Cultural Council (AHCC) is responsible for acting as a Cultural Council for SCFD grantmaking activities, and as an advisory body for Arts and History Division programs and Art in Public Places projects.

3: Councilmember Reports

4: Public Comment

5: Reports

6: Consent Items

- 6A. Approval of Minutes
Approval of minutes from the June 4, 2024 and June 11, 2024 Regular City Council Meetings.
- 6B. IGA with Adams 12 School District
 - Resolution No. 2024-55
- 6C. PDRC Roof Restoration
 - Resolution No. 2024-56 An agreement with Empire Roofing and additionally authorize a Purchase Order with EDP Renewables
- 6D. Construction Agreement for Quail Creek Restroom Rebuild
 - Resolution 2024-86 Approving a Construction Agreement with Summit Partners, Ltd., for the Quail Creek Restroom Rebuild
- 6E. Change Order with Diamond Contracting for Whistlepig Well Line Relocation
 - Resolution 2024-78 Approving a Change Order with Diamond Contracting for the Whistlepig Well Line Relocation
- 6F. Associate Judge Appointment
A resolution appointing Judge Linda Cooke as an Associate Municipal Judge
 - Resolution 2024-81 appointing Judge Linda Cooke as an Associate Municipal Judge
- 6G. BSS - Social Services Expenditures 2024 Q1
This report provides information on human services programs along with the related revenue and expenditures for the period in question.
 - Resolution No. 2024-83-BSS
- 6H. BOE Approval of Abatement Petition Hearing Officer Recommendations
Approval of Abatement Petition Hearing Officer Recommendations
 - Resolution No. 2024-92-BOE A resolution approving Hearing Officer recommendations on Abatement Petitions

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

Approval of Mutual Agreements for Abatements over \$10,000

— Resolution 2024-89-BOE A resolution approving Mutual Agreements on Abatements over \$10,000

7: Action Items

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

Modernize our definition of software by explicitly incorporating Software as a Service (SaaS).

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

Ordinance 2239 passed on first reading and is now presented to Council on second reading for a public hearing.

— Ordinance 2239 - Ballot Question Chapter III - Elections

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

Council's consideration on first reading of five ordinances containing five separate ballot questions for the November 2024 ballot.

— Ordinance 2243 - Ballot Question Section 4.3: Term Limits

— Ordinance 2244 - Ballot Question Section 6.4 - Rezone by Resolution

— Ordinance 2245 - Ballot Question Section 6.9 - Publication of Ordinances on Website

— Ordinance 2246 - Ballot Question Chapter IX - Personnel Merit System

— Ordinance 2247 - Ballot Question Chapter X - Legal and Judiciary

7D. Assessor Report on Status of 2024 Real and Personal Property Valuation

— Resolution 2024-82-BOE A resolution authorizing the Mayor to review and sign the 2024 Abstract of Assessment

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.





City of Broomfield

City Council Regular Meeting

Approval of Minutes

Approval of minutes from the June 4, 2024 and June 11, 2024 Regular City Council Meetings.

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Consent Items Item: 6A
Community Goals	

Summary

Approval of minutes from the June 4, 2024 and June 11, 2024 Regular City Council Meetings.

Attachments

[Minutes from June 4 Regular Council Meeting.pdf](#)

[Minutes from June 11 Regular Council Meeting.pdf](#)

Minutes for the City Council Regular Meeting

One Descombes Dr, Broomfield, CO 80020

June 4, 2024, 6:01 PM - June 4, 2024, 7:46 PM

Recess was called at 6:18 PM and reconvened at 6:25 PM.

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

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

Also Present:

- **Jennifer Hoffman**, City and County Manager
- **Abby Yellman**, Deputy City and County Manager
- **Nancy Rodgers**, City and County Attorney
- **Michelle Parker**, Deputy City and County Clerk
- 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. Police Department Presentation- 6:02 PM

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

Councilmember Nguyen motioned to Approve the recommendations contained in the Staff Reports for Consent Items 6a and 6b, seconded by Councilmember Marsh-Holschen. Motion passes 10-0.

6A. IGA for MAT Grant Funding- 6:52 PM

6B. Agreement with ConvergeOne for 911 Phone System Support & Maint- 6:52 PM

7. Action Items

7A. Public Hearing - The Bay and BCC Rezoning from PUD to PROL District 2nd Reading- 6:54 PM

Public Hearing was opened at 6:54 PM and closed at 6:59 PM

Councilmember Leslie motioned to approve Ordinance No. 2230 on second and final reading and ordered published by title, seconded by Councilmember Henkel. Motion passes 10-0.

7B. Business Support Update & Two Project Agreements 1st Reading- 6:59 PM

Councilmember Leslie motioned to Approve Ordinance No. 2237 on first reading and ordered published in full, and scheduled for second reading and public hearing June 11, 2024, seconded by Councilmember Ward. Motion passes 10-0.

8. Mayor and Councilmember Requests for Future Action

8A. Addition of Conduct and Decorum Rules for Public Meetings- 7:40 PM

9. Adjournment

Minutes for the City Council Regular Meeting

One Descombes Dr, Broomfield, CO 80020

June 11, 2024, 6:01 PM - June 11, 2024, 9:54 PM

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

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

Not Present:

- **Austin Ward**, Ward 2

Also Present:

- **Jennifer Hoffman**, City and County Manager
- **Abby Yellman**, Deputy City and County Manager
- **Don Davis**, Deputy City and County Manager
- **Nancy Rodgers**, City and County Attorney
- **Patrick 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. Proclamation Declaring June 12, 2024 as Bal Swan Children's Center Day in Broomfield- 6:02 PM

2B. Advisory Committee on Environmental Sustainability (ACES) Presentation- 6:12 PM

2C. Great American Picnic Presentation- 6:25 PM

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

6A. Approval of Minutes- 6:37 PM

6B. CDOT IGA & Local Agency Match IGA for CO7 Priority 1A - 6:37 PM

6C. Resolution 2024-54 - SCFD Funding Allocations for the 2024/2025 Funding Cycle- 6:37 PM

6D. Resolution 2024-85, Establishing Conduct and Decorum Rules for Public Meetings- 6:37 PM

Motion to Approve the recommendations contained in the staff reports for Consent Items 6a through 6d, made by Councilmember Leslie and seconded by Councilmember Nguyen. Motion passes 9-0.

7. Action Items

7A. Public Hearing - Drought Response Plan Third Reading- 6:41 PM

Motion to Approve Ordinance No. 2219 on third reading and publish by title, made by Councilmember Marsh-Holschen and seconded by Councilmember Leslie. Motion passes 9-0.

7B. PH -Business Support Update & Project Agreements 2nd Reading- 6:54 PM

Motion to Approve Ordinance No. 2237 on second reading and publish by title, made by Councilmember Leslie and seconded by Councilmember Delgadillo. Motion passes 9-0.

7C. Proposed Ordinances 2238 and 2239 on Ballot Questions to Amend the Charter - First Reading- 9:16 PM

Motion to Approve Ordinance No. 2238 on first reading, ordered published in full, and public hearing set for July 9, 2024, made by Councilmember Cohen and seconded by Councilmember

Delgadillo.

Motion to Amend Ordinance No. 2238 to remove the term limits provisions from the ballot question and direct staff to make term limits a separate ballot question made by Councilmember Cohen, seconded by Councilmember Nguyen. Motion passes 6-3.

Motion to Amend the Cohen Amendment to to exclude the Mayor's four year term of office from the repeal and re-enactment, made by Councilmember Marsh-Holschen and seconded by Councilmember Delgadillo. Motion passes 6-3.

Motion to Approve Ordinance No. 2238, as Amended, made by Councilmember Cohen and seconded by Councilmember Delgadillo. Motion fails 4-5.

Motion to Approve Ordinance 2239 on first reading, ordered published in full, and public hearing set for July 9, 2024 made by Councilmember Leslie and seconded by Councilmember Marsh-Holschen. Motion passes 9-0.

7D. 2024 Colorado General Assembly Legislative Summary- 9:22 PM

8. Mayor and Councilmember Requests for Future Action

8A. Mayor Castriotta - Request for Future Action Regarding Broomfield City Council's Consideration of Adopting a Flag Policy- 9:50 PM

9. Adjournment



City of Broomfield

City Council Regular Meeting

IGA with Adams 12 School District

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Consent Items Item: 6B
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

The City and County of Broomfield's (Broomfield) Municipal Separate Storm and Sewer System (MS4) permit requires the following six minimum control measures to be implemented: Public Education and Outreach; Public Involvement/Participation; Illicit Discharge Detection and Elimination; Construction Site Stormwater Runoff Control; Post-Construction Stormwater Management related to new development and redevelopment; and Pollution Prevention/Good Housekeeping for Municipal Operations.

The Adams 12 School District must also implement a Non-Standard MS4 permit. Adams 12's Non-Standard MS4 permit has the same six minimum control measures as Broomfield's that must be implemented.

The Adams 12 School District is proposing an Intergovernmental Agreement (IGA) with Broomfield so that Broomfield's Stormwater Program can assist the Adams 12 School District in implementing the Construction Site Stormwater Runoff Control, and Post-Construction Stormwater management of their Non-Standard MS4 Permit.

Attachments

[Memo for IGA with Adams 12 School District.pdf](#)

[Resolution No. 2024-55.pdf](#)

[Adams 12-CCB MS4 IGA \[05-For Signature\] - A12 Signed \(1\).pdf](#)

Summary

[View Correspondence](#)

In 2003 CDPHE issued the City and County of Broomfield (Broomfield) a [Municipal Separate Storm Sewer System \(MS4\) permit](#). The MS4 permit requires the following six minimum control measures to be implemented:

1. Public Education and Outreach;
2. Public Involvement/Participation;
3. Illicit Discharge Detection and Elimination;
4. Construction Site Stormwater Runoff Control;
5. Post-Construction Stormwater Management related to new development and redevelopment; and
6. Pollution Prevention/Good Housekeeping for Municipal Operations.

The Adams 12 School District has approached Broomfield proposing an Intergovernmental Agreement (IGA) with the City and County of Broomfield for the purpose of assisting the Adams 12 School District in implementing the Construction Site Stormwater Runoff Control, and Post-Construction Stormwater management of their Non-Standard MS4 Permit. Adams 12 School District currently has 3 basins in Broomfield. Two basins are located at Legacy High School, and one basin is located at Coyote Ridge Middle School.

Adams 12, currently has similar IGA's with Northglenn, Westminster, Adams County, Thornton, and Federal Heights.

Impact to Broomfield Stormwater Program (IGA Summary):

The IGA requires Broomfield's Stormwater Program to implement the following:

- Construction projects disturbing equal to or greater than 1.0 acre, within Broomfield's MS4 Permit jurisdiction and as described in the MS4 permit, specifically including review and approval of construction site stormwater management plans (CSWMPs), issuance of construction stormwater permits, associated construction-related inspection, auditing activities, and enforcement of non-compliance of the construction stormwater permit requirements.
- Post-construction program activities as described in the MS4 permit, including, but not limited to: review and approval of post-construction stormwater control measure requirements contained within final drainage reports or other applicable documents; and associated post-construction inspection and auditing activities, as assisted by Adams 12.

To conduct annual inspections of these basins and to submit a report to the Adams 12 School District, it is estimated that it will take approximately 3 hours annually.

The Adams 12 School District 5-year plan, currently has no construction projects planned within Broomfield's MS4 permit jurisdiction, that will require Broomfield's Stormwater program to implement the Construction permit requirements. Future construction site requirements duties would account for an additional 4 staff hours per month during the construction period and would include:

- Stormwater Management Plan review
- Pre-construction meeting: 2 hours
- Inspections (Routine, Post storm, Compliance)

Adams 12 School District Responsibilities:

The Adams 12 School District must implement their Non-Standard MS4 permit as issued by CDPHE. These requirements include the same six minimum control measures as Broomfield's that must be implemented. Any required maintenance of the basins would be the responsibility of the Adams 12 School District.

Broomfield will not support any of Adams 12 School District's non-standard permit requirements related to public education and outreach, illicit discharge detection and elimination, pollution prevention/good housekeeping for Adams 12's operations, or other sections of Adams 12's non-standard permit requirements.

Based on the benefits to Broomfield's overall stormwater management and water quality as well as the minimum hours required (3 hours) to assist the Adams 12 School District, we recommend that Broomfield implement this IGA with the Adams 12 School District.

Financial Considerations

The impact to Broomfield staffing and resources are minimal (approximately 3 hours annually), no additional funding is requested or required with this IGA request.

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2024-55 be adopted.

Alternatives

Broomfield Stormwater Department will not implement the proposed IGA, and Adams 12 will be responsible for implementing the requirements.

RESOLUTION NO. 2024-55

A resolution approving an Intergovernmental Agreement with the Adams 12 Five Star Schools for the Non-Standard Municipal Separate Storm and Sewer System (MS4) permit.

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

Section 1.

The Intergovernmental Agreement attached between the City and County of Broomfield and Adams 12 Five Star Schools is approved.

Section 2. The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the agreement, in form approved by the City and County Attorney

Section 3. This resolution is effective upon its approval by the City Council.

Approved on July 9, 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

**INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF COLORADO DISCHARGE PERMIT SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM - STORMWATER PHASE II PERMIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF COLORADO DISCHARGE PERMIT SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM STORMWATER PHASE II PERMIT SERVICES ("Agreement") is made and entered into and effective the ____ day of _____ 20____ by and between ADAMS 12 FIVE STAR SCHOOLS, a school district in the City and County of Broomfield, Colorado ("Adams 12"), and the CITY AND COUNTY OF BROOMFIELD, COLORADO, a Colorado home rule municipality ("City"), and provides as follows:

RECITALS:

WHEREAS, Colorado law, through the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.) allows the City to accept responsibility for compliance with State Stormwater Phase II permits and procedures; and

WHEREAS, the City desires to provide consolidated Colorado Discharge Permit System (CDPS), Municipal Separate Stormwater System (MS4), and related stormwater permitting services to Adams 12 within its jurisdictional boundaries that are necessary for compliance with CDPS MS4 Phase II regulations; and

WHEREAS, all of the areas subject to CDPS MS4 Phase II discharge permitting are within the jurisdictional boundaries of the City; and

WHEREAS, Adams 12 has placed a high priority on functional stormwater management and stormwater quality and is desirous of entering into this Agreement with the City to obtain consolidated CDPS MS4 Phase II discharge permit ("MS4 permit") services; and

NOW, THEREFORE, in consideration of the recitals, terms, conditions, and promises contained in this Agreement, Adams 12 and the City agree as follows:

1. Geographic Area Applicability. This Agreement will only apply to the geographical area as shown on the maps, attached hereto and incorporated herein as Exhibit B, or as otherwise amended and agreed upon by both parties, in accordance with MS4 permit requirements.
2. Duties of the City. The City shall provide partial CDPS MS4 permit services on behalf of Adams 12 upon terms and conditions hereinafter set forth. The City will provide for Adams 12 the services stated in the scope of work attached hereto and incorporated herein as Exhibit A. On the effective date of the CDPS MS4 permit issued to Adams 12 by Colorado Department of Public Health and Environment (CDPHE), the City shall exercise partial responsibility for the administration and management of CDPS MS4 program compliance for Adams 12 as an entity covered under the MS4 permit. The City and Adams 12 agree they have mutual and individual obligations under the Agreement to initiate and perform enforcement activities in order to maintain compliance with the CDPS MS4 permit provisions.
3. Duties of Adams 12.
 - A. Adams 12 agrees to reasonably assist the City with the performance of the City's duties as described in Exhibit A of this Agreement and as listed in this subparagraph:

- i. Authorize the City to issue a Notice of Violation (NOV) to a stormwater construction permit holder and/or property owner for violation of the City's enforcement response plan, as may be amended from time to time, and/or Colorado law concerning CDPS MS4 permit requirements, pursuant to the City's duties under Sections A.iii., A.iv., and A.v. of Exhibit A.
 - B. Adams 12 agrees to reasonably provide current and historic documentation, including permit program descriptions, municipal operation plans, runoff control plans and annual reports, current resolutions, current construction and post-construction permit files, and other technical data necessary to the City in performance of this Agreement.
 - C. Adams 12 shall inform the City, and provide a duplicate copy of, any permit related correspondence with regulatory agencies which may affect the City's performance of its duties under Section 1 of this Agreement.
 - D. Adams 12 agrees to take no intentional actions or perform any activity that can reasonably be foreseen to jeopardize the compliance status of the City's MS4 permit with CDPHE.
 - i. Adams 12 agrees that if the City is found to be in violation of the City's CDPS MS4 permit, and the violation can be attributed to an action on the part of Adams 12, then Adams 12 shall be liable for any associated fee, fine, compliance order, or penalty incurred by the City and shall assist the City in addressing, mitigating, and responding to the violation.
 - ii. The City and Adams 12 acknowledge that the City retains liability for findings by CDPHE of non-compliance against the CDPS MS4 permit currently held by the City (COR090054), and any associated fee, fine, compliance order, or penalty charged thereto.
 - E. Adams 12 agrees to notify the City for any spills which originate within Adams 12's geographical area as shown on Exhibit B. Adams 12 shall be responsible for cleanup and remediation, and the City shall work in consultation with Adams 12. In the event Adams 12 requires support in spill cleanup and remediation from the City, Adams 12 shall be responsible for the expenses incurred by the City and/or the City's contractor(s) in the cleanup and remediation for all areas impacted by the spill.
4. Term. The City and Adams 12 agree that their respective duties under this Agreement shall commence on the effective date, and continue for a period concurrent with the term of the City's CDPS MS4 permit, subject to the following:
- A. Either party may initiate a review and negotiated modification of this Agreement on a yearly basis, beginning no sooner than October 1st of each calendar year, to take effect January 1st of the subsequent year. Amendments or modifications of this Agreement shall require a written agreement executed by the parties hereto.
 - B. Notwithstanding any provision herein contained, either party may terminate the Agreement without cause upon written notification of intent to terminate to the remaining party One Hundred Twenty (120) calendar days in advance of such termination date. Upon receipt of a notice of intent to terminate, both parties are individually responsible for informing the State of Colorado of the future change in permit coverage. Upon termination or expiration of this Agreement, the City shall immediately cease service work, and deliver to Adams 12 all documents, papers, calculations, notes, reports, drawings, or other technical papers prepared by or provided to the City under the terms of this Agreement.
 - C. The expenditure of public funds by either party hereto shall be subject to the requirement of rates.

5. Fee for Service. For the services provided by the City pursuant to this Agreement, Adams 12 shall pay according to the rates listed in Exhibit C, attached hereto and incorporated herein. The rates may be adjusted from time to time by written agreement of the parties.
6. Relationship between Parties. The City is contracted only for the purpose and to the extent set forth in this Agreement, and its relationship to Adams 12 shall be that of an independent contractor.
7. Assumption of Risk and Governmental Immunity. The parties to this Agreement agree that each party shall bear responsibility for its own negligence and neither shall be responsible for indemnifying the other pertaining to the subject matter of this Agreement. Nothing herein shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act (CGIA) as it now exists, or as it may be hereafter amended, as pertains to limits on liability by governmental entities for claims or injuries to persons or property. Liability for damages for activities conducted by either party pursuant to this Agreement shall be controlled and limited in accordance with the CGIA.
8. Assignment. Neither party shall assign such party's rights or interest under this Agreement without the prior written consent of the other.
9. Entire Agreement. This Agreement shall constitute the entire agreement between Adams 12 and the City. Any prior understanding or representation of any kind preceding the effective date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
10. Amendment. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party.
11. Non-Waiver. The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
12. Standard of Care. The City shall fully and faithfully perform the work required under this Agreement in accordance with the appropriate standards of care, skill, training, diligence, and judgment provided by contractors who perform work of a similar nature to the work described in this Agreement.
13. Dispute Resolution. Disputes arising under, out of, or related to this Agreement or the work which is the subject of this Agreement shall be first addressed by informal means by and among technical staff and management of the parties to the Agreement. If informal means are unsuccessful, disputes shall be mediated using an independent third party. If both informal means and mediation are unsuccessful, the parties expressly reserve the right to pursue any other remedy available pursuant to Colorado law. The parties hereto agree that attempts at informal resolution through mediation shall be a precondition to other action being taken.
14. Venue. This Agreement is formed in accordance with laws of the State of Colorado and venue for any action hereunder shall be in the Broomfield County district court.
15. Cooperation with Adams 12. In providing services in regards to the subject matter of this Agreement, the technical staff of the City shall work cooperatively and in good faith with Adams 12.

16. Agreement Provisions Severable. If any of the provisions of this Agreement are deemed to be invalid or unenforceable, such provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provisions are deemed invalid because of its scope, this provision shall be deemed valid to the extent of the scope permitted by law.
17. Annual Appropriation. Any financial obligation of the parties set forth in this Agreement are subject to annual appropriations.

CITY & COUNTY OF BROOMFIELD

ADAMS 12 FIVE STAR SCHOOLS

Mayor

Molly Brant
Chief Operating Officer

ATTEST:

City Clerk

[Signature]
Adams 12 Five Star Schools

APPROVED AS TO LEGAL FORM:

Geoff Mills
Environmental Services Manager

City Attorney's Office

[Signature]
Adams 12 Five Star Schools

EXHIBIT A
SCOPE OF WORK

- A. Beginning on the effective date, subject to the specific terms of this Agreement, the City shall budget for, administer, coordinate, and perform the following program elements shown as minimum control measures identified below.
- i. Construction program activities as described in the CDPS MS4 permit, specifically including review and approval of construction site stormwater management plans (CSWMPs), issuance of construction stormwater permits, and associated construction related inspection and auditing activities, as assisted by Adams 12.
 - ii. Adams 12 will identify the City as an external review agency for Adams 12's project which are subject to the City's CSWMP review and stormwater construction permit activities.
 - iii. The City will require projects disturbing equal to or greater than 1.0 acre within the City's MS4 permit jurisdiction to be subject to the City's CSWMP review and stormwater construction permit provisions, as assisted by Adams 12.
 - iv. Post-construction program activities as described in the CDPS MS4 permit, including, but not limited to: review and approval of post-construction stormwater control measure requirements contained within final drainage reports or other applicable documents; and associated post-construction inspection and auditing activities, as assisted by Adams 12.
 - v. The City shall work directly to advise Adams 12 of sites that require stormwater construction permits and post-construction stormwater control measures to maintain sites in compliance with stormwater quality requirements contained within the CDPS MS4 permit. Adams 12 will be required to be the responsible official for the CDPS MS4 permit. If continued non-compliance or blatant disregard of stormwater requirements is documented by the City, or work is being done without appropriate approvals and permits and enforcement actions are necessary, then it shall be the City's responsibility to initiate enforcement actions pursuant to the authority granted to the City's staff as described under Section 3, Paragraph A of the Agreement. Upon initiation of enforcement activities, the City shall provide documentation, field support, testimony, or other support as needed, for legal actions initiated by the City.
 - vi. The City will not provide support for any of Adams 12's non-standard permit requirements related to public education and outreach, illicit discharge detection and elimination, and pollution prevention/good housekeeping for Adams 12's operations, or other sections of Adams 12's non-standard permit not specified above.
- B. The City shall inform Adams 12 of any permit related correspondence with regulatory agencies which may affect Adams 12's operations or Adams 12's performance of its duties pursuant to this Agreement and provide Adams 12 a duplicate copy.
- C. The City shall diligently maintain the CDPS MS4 permit consistent with State of Colorado regulations and approval criteria to ensure continued coverage of Adams 12 as an entity covered under said permit.
- i. The City shall administer, maintain, prepare annual reports for, and renew the City's CDPS MS4 permit. Adams 12 will be required to maintain individual annual reporting requirements for the non-standard permit.
 - ii. The City and Adams 12 shall each be individually responsible for any permit requirements should they arise during the term of this Agreement from total maximum daily load assessments for waterways within the City limits.

- iii. Per CDPHE guidance, Adams 12 shall be responsible for all permit recordkeeping requirements as they pertain directly to the non-standard permit, COR070000, even if some of the recordkeeping should duplicate the City's efforts.
 - iv. The City shall provide Adams 12 the City's documentation for Adams 12 facilities on an annual basis. This documentation will be provided to Adams 12 by January 31 of the following year of the reporting period.
- D. Each party will designate a representative (determined by each party) to be a point of contact between the City and Adams 12 to facilitate communication between the parties regarding technical items, emergency matters, permit compliance issues, and other required items in order to assist the City in performing its duties identified in the Agreement.

City designated representative:

First Point of Contact: Public Works Director and/or his/her designee

Second Point of Contact: Wastewater Treatment Plant

Adams 12 designated representative:

First Point of Contact: Environmental Services Manager

Second Point of Contact: Chief Operating Officer

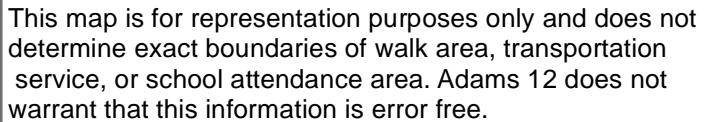
EXHIBIT B
GEOGRAPHIC AREA APPLICABILITY
(Insert Map)

Exhibit B -

Adams 12 Five Star Schools Facilities Located Within the City and County of Broomfield

No.	MS4 Portion - School/Facility Name	Address	City	Zip Code
B01	Centennial Elementary School	13200 Westlake Dr	Broomfield	80020
B02	Coyote Ridge Elementary School	13770 Broadlands Dr	Broomfield	80023
B03	Legacy High School	2701 W 136th Ave	Broomfield	80023
B04	Meridian Elementary School	14256 McKay Park Cir	Broomfield	80023
B05	Mountain View Elementary School	12401 Perry St	Broomfield	80020
B06	Thunder Vista P-8	3461 Preble Creek Pkwy	Broomfield	80023
B07	Westlake Middle School	2800 W 135th Ave	Broomfield	80020

Schools and Neighborhoods Map



1 Arapahoe Ridge ES	C-6	13 Malley Drive ES	E-8
2 Centennial ES	B-6	14 McElwain ES	E-11
3 Cherry Drive ES	G-8	15 Meridian ES	B-4
4 Coronado Hills ES	E-11	16 Mountain View ES	B-6
5 Cotton Creek ES	A-8	17 North Mor ES	D-10
6 Coyote Ridge ES	A-5	18 North Star ES	D-11
7 Eagleview ES	G-5	19 Prairie Hills ES	F-5
8 Federal Heights ES	C-10	20 Riverdale ES	G-8
9 Glacier Peak ES	G-7	21 Rocky Mountain ES	B-5
10 Hillcrest ES	C-9	22 Silver Creek ES	F-3
11 Hunters Glen ES	E-5	23 Skyview ES	G-7
12 Leroy Drive ES	E-8	24 Stellar ES	F-6

27 Thornton ES E-10
28 Westview ES C-8
29 Woodglen ES F-7

P8 Schools (P-8)

1 Thunder Vista P8 B-2

Middle Schools

1 Century MS E-6
2 Northglenn MS E-8
3 Rocky Top MS E-4
4 Shadow Ridge MS C-6

Middle Schools

- 1 Century MS E-6
- 2 Northglenn MS E-8
- 3 Rocky Top MS E-4
- 4 Shadow Ridge MS G-6

1 Horizon HS G-5
2 Legacy HS B-5
3 Mountain Range HS D-6
4 Northglenn HS D-9
5 Thornton HS D-10

1 Future Forward at Bollman D-10
2 Future Forward at Washington S

1 Crossroads D-8
2 Futures Center
(Pathways, Independence Academy) D-7
3 Vantage Point/Vista View D-8

1 Hulstrom K-8 E-7
2 The Studio School K-5 D-8
3 STEM Launch K-8 C-10
4 STEM Magnet Lab K-8 E-7

1 Prospect Ridge Academy C-2
2 Stargate School F-6
3 The New America School E-10
4 Westgate Community School F-6

- 1 Aquatic Center **G-5**
- 2 Consolidated Services Center
(Transportation/Outside Services) **E-6**
- 3 ECE Center School **D-10**
- 4 Educational Support Center **E-6**
- 5 Five Star Stadium and Annex **E-10**
- 6 Huron Office Building (HOB) **D-9**
- 7 North Stadium **D-6**
- 8 Student/Family Resource Center **D-9**

Centennial ES



W 132ND AVE

W 132ND CIR

Adams 12 Five Star Schools
7.9 Acres

Softball Field #1
1.088 Acres

Softball Field #2

W 132ND CT

WESTLAKE DR

GROVE WAY

City and County
of Broomfield

Front Range

Coyote Ridge ES



Legacy HS



Meridian ES

MCKAY PARK DR

LAKE VIEW LN

MADISON LN

LAKE VISTA DR

Adams 12 Five Star Schools

MCKAY PARK CIR

FAIRWIND LN

City and County
of Broomfield

PARK COVE WAY

Mountain View ES



Adams 12 Five Star Schools

Baseball Field

City and County of Broomfield

City and County of Broomfield

FERN AVE

ARLINGTON AVE

FOREST VIEW ST

HAWTHORNE DR

W 123RD DR

RIVERA ST

WHIPPOORWILL ST

PERRY ST

MARIA CIR

W 124TH AVE

W 123RD DR

PERRY ST

DEERFIELD WAY

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Thunder Vista P-8

City of
Broomfield
3.0 Acres

Adams 12 Five Star Schools
12.9 Acres

PREBLE CREEK PKWY

PIKES PEAK DR

ANTORA PEAK DR

HARVARD PL

HARVARD PL

Westlake MS

Multi-Purpose Field

Softball Fields

Football/Track

Adams 12 Five Star Schools

City and County of Broomfield

EXHIBIT C
FEE RATE TABLE

SERVICE	FEE
Engineering Review (e.g. Drainage Reports, Civil Drawings, SWMPs, and O&M Manuals)	Based on current City Development Review Process fee schedule
Construction Inspections	No associated fee(s) for Construction Inspections; Construction inspection fees are included in the City's MS4 program as of the date of this Agreement
Post-Construction Inspections	No associated fee(s) for Post-Construction Inspections; Post-Construction inspection fees are included in the City's MS4 program as of the date of this Agreement
Maintenance of Permanent Stormwater Structures	Adams 12 Responsible for all maintenance costs on Permanent Stormwater Structures located on Adams 12 properties
Illicit Discharges	City and/or City's Contractor(s) expenses ¹
Enforcement	<p>Enforcement Fines – fines for enforcement will be issued per City's current Enforcement Response Plan</p> <p>Enforcement Fees – there are no City fees associated with enforcement; Adams 12 and/or their contractors shall be responsible for all fees in response to an enforcement action</p>

Notes:

- 1 Adams 12 agrees to notify the City for any spills which originate within Adams 12's geographical area as shown on Exhibit B. Adams 12 shall be responsible for cleanup and remediation, and the City shall work in consultation with Adams 12. In the event Adams 12 requires support in spill cleanup and remediation from the City, Adams 12 shall be responsible for the expenses incurred by the City and/or the City's contractor(s) in the cleanup and remediation for all areas impacted by the spill.



City of Broomfield

City Council Regular Meeting

PDRC Roof Restoration

Meeting	Agenda Group	
Tuesday, July 9, 2024, 6:00 PM	Consent Items	Item: 6C
Presented By		
Ken Rutt, Director of Public Works		
Community Goals		

Overview

[View Correspondence](#)

The Facility Services Division of the Public Works Department manages the maintenance and repair of Broomfield facilities and buildings, including the six types of roof systems across the ten roofs at the Paul Derda Center (PDRC). The existing roof was installed in 2003 as part of the construction of the building. There are solar power facilities operated by EDP Renewables on the roof. In January 2022, The Bodis Group, Inc., a roof consulting firm, completed an inspection of the roof at PDRC. The inspection revealed signs of weathering and moderate patchwork damage throughout; roof restoration was recommended. In August 2023, staff contracted with Bodis Group Inc., for the preparation of a roof project plan and schematics to be used in the bid posting, pre-construction, and construction management related to the roof restoration. On April 24, 2024, an Invitation for Bid (#24-IFB-PW-006) was published through the Rocky Mountain E-Purchasing System (BidNet). Nine vendors attended the mandatory pre-submittal meeting on May 6, 2024, and four vendors submitted proposals by the May 17, 2024, deadline. Empire Roofing was selected for the PDRC roof restoration project. Proposed Resolution No. 2024-56 would approve an agreement with Empire Roofing and additionally authorize a Purchase Order with EDP Renewables in the amount of \$229,990 for the removal and replacement of the solar array.

Attachments

[Memo - PDRC Roof Restoration.pdf](#)

[Resolution No. 2024-56.pdf](#)

[Empire Roofing & Sheet Metal INC - Construction Agreement for 24-IFB-PW-006 - Roof Replacement Paul Derda Rec Center \(VSigned\).pdf](#)

Summary

[View Correspondence](#)

The Facility Services Division of the Public Works Department manages the maintenance and repair of Broomfield facilities and buildings. The existing roof at the Paul Derda Recreation Center (PDRC) was installed in 2003 as part of the construction of the building.

In January 2022, The Bodis Group, Inc., a roof consulting firm, completed an inspection of the roof at PDRC. The inspection revealed signs of weathering and moderate patchwork damage throughout; roof restoration was recommended. In August 2023, staff contracted with Bodis Group Inc., for the preparation of a roof project plan and schematics to be used in the bid posting, pre-construction, and construction management related to the roof restoration.

On April 24, 2024, an Invitation for Bid (#24-IFB-PW-006) was published through the Rocky Mountain E-Purchasing System (BidNet). Nine vendors attended the mandatory pre-submittal meeting on May 6, 2024, and four vendors submitted proposals by the May 17, 2024, deadline: Colorado Moisture Control, CRW, INC, Douglass Colony, and Empire Roofing. The bids ranged from \$940,347 to \$1,297,869.

Empire Roofing was selected for the PDRC roof restoration project. Empire Roofing's bid demonstrated gold-standard workmanship and significant and recent experience with similar projects, and they gave the second lowest pricing. References confirmed Empire Roofing's decision-making skills, project timeliness, and meeting budgets on previous projects.

The vendor with the lowest price stipulated that they could only guarantee the bid pricing if materials shipped by August 30, 2024. Given the need to coordinate with another vendor for removal of the PDRC solar panels, the desire to minimize storage time for roofing materials, the volatility of the roofing materials market, and the vendor listed 32 price exclusions to the base price, the budget impacts could be substantial and were not quantifiable. The vendor did not provide a margin for what the price increase could/would be after August 30, 2024.

From a sustainability lens, the contractor will be reusing as much of the current insulation as possible that is not wet or damaged. The roof section that has the ballasted river rock will be removed and reused by the Broomfield Parks Division, as they have on other re-roof projects. The existing EPDM membrane will be recycled if feasible.

Located on the roof of the PDRC is an existing solar system managed by EDP Renewables. This rooftop system must be taken down by EDP Renewables and reinstalled when the roof restoration is complete. The cost for removal and reinstallation will be \$229,990 with an additional expected cost of approximately \$3,500 in operating funds for the lost solar production for the duration of the roof restoration project.

Proposed Resolution No. 2024-56 would authorize and approve an agreement with Empire Roofing for the amount of \$1,114,140 as well as potential change orders not to exceed \$44,566 or approximately four (4%) of the contract amount. The agreement provides labor, materials, and supplies to resurface the ten roofs at PDRC.

Proposed Resolution No. 2024-56 would additionally authorize and approve a Purchase Order with EDP Renewables in the amount of \$229,990 for the removal and replacement of the solar array.

If Proposed Resolution No. 2024-56 is approved, work is expected to begin in Fall 2024 and be completed by the end of the year. PDRC will remain open during this project with minimal impact to patrons.

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
Fund 1 (20-70011-55200 23S0013) PDRC Roof Replacement	\$1,950,000
Expense 1 Roof Consultant	-\$9,950
Expense 2 Solar Panel Removal, Reinstallation, and Lost Production	-\$233,490
Expense 3 Chosen Vendor Empire Roofing & Sheet Metal Inc.	-\$1,114,140
Projected Balance	\$592,420

Prior Council or Other Entity Actions

Council adopted [Resolution No. 2023-134](#) approving the budget for fiscal year 2024, which included requested CIP projects.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the contract the appropriate motion is...
That Resolution 2024-56 be adopted.

Alternatives

Do not proceed with the contract or Paul Derda Recreation Center roof restoration.

RESOLUTION NO. 2024-56

A resolution approving an agreement with Empire Roofing and Sheet Metal Inc. and authorizing specific expenditures for roof restoration at Paul Derda Recreation Center (PDRC).

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

Section 1.

The agreement by and between the City and County of Broomfield and Empire Roofing & Sheet Metal Inc. attached hereto, in amount not to exceed \$1,114,140 for the roof restoration at Paul Derda Recreation Center (PDRC), is approved.

Section 2.

The City and County Manager or a designee is authorized to approve change orders in an aggregate amount not to exceed \$44,566 or approximately four (4%) of the contract amount.

Section 3.

The existing vendor, EDP Renewables, for the rooftop solar array will be used to temporarily remove and reinstall the existing solar panels to complete the roof restoration project. This resolution authorizes and approves a Purchase Order for EDP Renewables for removal and reinstallation services in an amount not to exceed \$229,990.

Section 4.

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 5.

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

Approved on July 9, 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

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND EMPIRE ROOFING AND SHEET METAL INC. FOR THE PAUL DERDA RECREATION CENTER ROOF
REPLACEMENT PROJECT

1. PARTIES. The parties to this Construction Agreement for the Paul Derda Rec Center Roof Replacement (this "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Empire Roofing and Sheet Metal Inc. (the "Contractor"), collectively, the "Parties," or individually, a "Party."
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City is seeking construction services for the replacement of the roof at the Paul Derda Recreation Center located at 13201 Lowell Blvd, Broomfield, CO 80020 (the "Project"), and completed a competitive selection process by Invitation for Bid 24-IFB-PW-006 ("IFB").
 - 2.2. The City has engaged Bodis Group Inc. (the "Consultant" or "BGI"), as a consultant to prepare the plans and specifications for the completion of these services and otherwise determine that the Work has been completed in accordance with the plans.
 - 2.3. The Contractor's response to the above referenced IFB was determined to be of best value, responsible, responsive bidder to the City for the procurement of the services requested.
 - 2.4. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Work. The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter "Work") described in the Project Specifications attached hereto as Exhibit A and incorporated by this reference.
 - 3.2. Contract Documents. The Contract Documents shall consist of the following:
 - 3.2.1. This Agreement; and
 - 3.2.2. The Project Specifications and Drawings attached hereto as Exhibit A and Exhibit B;

- 3.2.3. The Contractor's Bid dated May, 20, 2024, attached hereto as Exhibit C;
and
- 3.2.4. The General Conditions attached hereto as Exhibit D; and
- 3.2.5. Any change orders and contract amendments, as applicable; and
- 3.2.6. The Insurance Requirements attached hereto as Exhibit E,

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

- 3.3. Use of Premises. Portions of the site beyond areas on which the Work is indicated are not to be disturbed without prior approval of the City Representative. The Contractor shall conform to site rules and regulations at all times during the performance of the Work. In prosecuting the Work, the Contractor shall take all reasonable measures to minimize the impact of the Work on the City's operations, Work may be performed during the City's regularly scheduled business hours; however, the Contractor may work non-standard working hours with prior notification and approval of the City.
- 3.4. Access and Inspection. The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.
- 3.5. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City

may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.

- 3.6. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
- 3.7. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.
- 3.8. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and review of the Contract Documents.
 - 3.8.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as either:
 - 3.8.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or
 - 3.8.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.
 - 3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the

conditions remain undisturbed until the City has the opportunity to investigate.

- 3.9. Coordination with Consultant. Both the Contractor and the Consultant shall be given direction by the City, or the City's designated and authorized representative(s) as more particularly described below. The relationship between the Contractor and the Consultant is intended to be cooperative and proactive, with both participating on the same team with the City. The Contractor covenants with the City to utilize the Contractor's best skills, efforts, and judgment and to fully cooperate with the Consultant in furthering the interest of the City regarding the Work. Further, the Contractor covenants to furnish comprehensive and efficient business administration, construction management and superintendence and to use its best efforts to complete the Work in the best, most expeditious and most economical manner consistent with the interests of the City. The Contract Documents shall not be deemed to create any contractual relationship between the Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on a project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the City, the Consultant or Contractor which does not otherwise exist without regard to the Contract Documents.
- 3.10. Noise Abatement. At all times through performance this Agreement, the Contractor shall be familiar with and comply with all local noise ordinances in the performance of the Work. The Contractor shall not conduct the Work in excess of the permissible decibel levels provided by local noise ordinances. The Contractor shall provide the City Representative with prior notice of any work that may result in such excessive noise levels. The City shall consider surrounding neighbors and City customers in determining permissible time and conduct of any work that may be in excess of local noise ordinances.
4. Completion Date. Within ten (10) calendar days of receipt of executed Agreement, the Contractor shall provide the City acceptable bonds, if applicable, and certificates of insurance. A Notice to Proceed will be issued upon City approval of the bonding and insurance. The Contractor shall perform no Work until the City Representative issues a Notice to Proceed.

The Contractor shall begin the Work on or before the fifteenth (15th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences (the "Start Date"). The Contractor shall complete the Work and fulfill all of its other obligations within Sixty-Four (64)

calendar days of the Start Date (the “Completion Date”). The time between the Start Date and the Completion Date shall be known as the “Contract Time.”

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

5. CONTRACTOR’S PROJECT SCHEDULE. The Contractor shall submit a completion schedule for the Work (the “Project Schedule”) beginning with receipt of the signed Agreement and concluding with Project Completion prior to the commencement of the Work and shall coordinate on a daily basis with the City’s project manager. The Project Schedule shall include all lead time for the order and delivery of equipment for the Work as more particularly described in the Specifications attached hereto as Exhibit A. Schedule updating shall be done on a weekly basis, or more often as necessary (each a “Schedule Update”). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor’s Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor’s ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor’s Project Schedule.
6. UNUSUALLY SEVERE WEATHER CONDITIONS.
 - 6.1. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates “Normal” weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were “unusually severe,” would not have been reasonably anticipated, and that such conditions adversely affected the Contractor’s Work and thus required additional time to complete the Work.
 - 6.2. The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for

the geographic location of the project.

ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
7	5	4	3	3	2	2	2	2	3	3	7	43 day

- 6.3. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgement of the notice to proceed and continuing throughout the Agreement on a monthly basis, actual adverse weather days and the impact of adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted); however, non-standard work hours will be required as specified in the Statement of Work and as shown on the Project Schedule. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.
- 6.4. An actual adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the City Representative in writing if work cannot proceed on a given date, within two calendar days of that date. The City will use the above written notification in determining the number of calendar days for which Work was delayed during each month.
- 6.5. At the end of each month if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule a change order will be executed which increases the Contract Time.
- 6.6. The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the City shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.

7. REVIEW AND INTERPRETATION. The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Consultant and the City any error, inconsistency, or omission that may be discovered and shall obtain specific written instructions from the Consultant and the City before proceeding with the Work. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved drawings, specifications, instructions, shop drawings, product data, or samples for such portion of the Work. If the Contractor or any of its subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules, or regulations, in any respect, the Contractor shall promptly notify the Consultant and the City in writing, and any necessary changes shall be accomplished by appropriate change order or other means of resolution.

If the Contractor or any of its subcontractors of any tier perform any work with knowledge or reason to know that it is contrary to such laws, statute, building codes, ordinances, rules, or regulations, and does not notify the Consultant and the City as required in this Section, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable to such Work.

If labor, materials or equipment although not described by the drawings or specifications, is required to successfully complete the Work and can reasonably be inferred by competent contractors by virtue of common knowledge or customary practice in the construction industry from the Contract Documents as being necessary to produce the intended result, the Contractor shall perform that work or provide the materials or equipment as if they were specified at no additional cost.

The Contractor, before commencing work, shall verify all governing dimensions, and shall examine all adjoining work on which its Work is in any way dependent. No disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless written notice of the same has been filed by the Contractor and agreed to in writing by the Consultant and the City Representative before the Contractor begins any part of the affected Work.

8. PRICE AND PAYMENT. The City shall pay the Contractor for performance of the Work an amount not to exceed \$1,114,140.00 (the "Contract Price") based upon the unit prices set forth on Contractor's Bid attached hereto as Exhibit C and in accordance with the following schedule:

- 8.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall

retain five percent (5%) of the amount due to the Contractor (the “Retained Amount”) until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.

- 8.2. The City shall retain the Retained Amount until Final Acceptance (as defined in Final Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the “Final Payment”). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.
- 8.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City’s right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.
- 8.4. Change Orders. The Contractor will do nothing to cause the Contract Price to increase without prior execution of a change order by the City. The City will issue no change order requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement. Except as provided below and as provided in C.R.S. 24-91-103.6, the City shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein. In the event (i) the City requires additional compensable work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor has submitted to the City an estimate of the cost for the additional compensable work, then the City shall reimburse the

Contractor for the costs associated with such additional work on a periodic basis in accordance with the terms of this Agreement.

9. FINAL INSPECTION AND FINAL PAYMENT.

9.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the City's receipt of the Letter of Completion, the City Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Agreement and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the City within ten (10) calendar days after receipt of the Punchlist. If any Punchlist item cannot be corrected within ten (10) calendar days, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension"). The Request for Extension must be received by the City Representative within seven (7) calendar days of the Contractor's receipt of the Punchlist and shall include the Contractor's justification for the request and a schedule for completion of the Punchlist item. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

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

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

- 10.1. The Contractor has familiarized itself with the nature and extent of the Agreement, Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The Contractor acknowledges an obligation to comply with all applicable laws, including the Broomfield Municipal Code, to respect property rights by working within the defined work limits or designated staging areas, and to work within the prescribed work hours. The Contractor acknowledges that use of air compression brakes ("jake brakes") within City limits is prohibited, unless otherwise posted by the City Traffic Engineer.
- 10.2. Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.
- 10.3. Contractor has given the City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement and exhibits incorporated therein and the written resolution thereof by the City is acceptable to the Contractor.
11. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
- 5.1 The City designates the Facility Services Manager as the authorized representative of the City under this Agreement. Email address is dboss@broomfield.org.
- 5.2 The Contractor designates Jack Dailey as the authorized representative of the Contractor under this Agreement. Email address is jack@empireroofing.com.

If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above

with a copy to citycountyattorney@broomfield.org.

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

12. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

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

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

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

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

12.3.2. "No-Fault Delay" is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the City or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.

12.3.3. "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City's Representative.

12.3.4. "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.

12.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is

attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.

- 12.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- 12.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- 12.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.
13. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without

limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.

14. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$800 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.
15. PERFORMANCE AND PAYMENT BONDS. In accordance with C.R.S. §38-26-105, if the Contract Price exceeds \$50,000, the Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
16. COLORADO LABOR. If the Contract Price exceed \$500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the

several classifications of skilled and common labor to perform the work under this Agreement in accordance with the provisions of C.R.S. §8-17-101 et seq.

17. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
18. **INDEMNIFICATION.** The Contractor expressly agrees to indemnify, defend and hold harmless the City, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Contractor, its officers, employees, subcontractors or agents in connection with the performance of the services pursuant to this Agreement. Except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the City hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the City, or its agents and employees. This indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102(8), as amended from time to time. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.
19. **INSURANCE.** To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit E. Current proof of such insurance is attached at Exhibit E, incorporated by this reference. However, proof of insurance attached as Exhibit E shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
20. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

21. WARRANTY.

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

21.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the "Warranty Work"). In the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension of Warranty Work"). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor's receipt of the Warranty Work and shall include the Contractor's justification for the request and a schedule for completion of the Warranty.

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

hereto.

23. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
24. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
25. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
26. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
27. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
28. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
29. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.

30. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
31. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
32. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
33. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
34. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
35. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
36. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
37. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or

unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

38. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
39. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
40. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
41. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
42. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
43. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon

any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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

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

Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

Empire Roofing and Sheet Metal, Inc.,
a Colorado Corporation


By: _____
Nate Hewson, Operating Unit President
Address: 14101 E. 33rd Place Suite F, Aurora CO
80011

EXHIBIT A
PROJECT SPECIFICATIONS

[See attached.](#)

EXHIBIT B
PROJECT DRAWINGS

[See attached.](#)

EXHIBIT C
CONTRACTOR'S BID

[See attached](#)

EXHIBIT D
GENERAL CONDITIONS

[See attached.](#)

EXHIBIT E
INSURANCE REQUIREMENTS

[See attached](#)

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including
GL/Auto/WC and Riggers**

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

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

Insurance Requirements - GL/Auto/WC		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	Commercial General Liability <ul style="list-style-type: none"> 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>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>	Minimum Limits: <ul style="list-style-type: none"> \$1,000,000 Each Occurrence \$2,000,000 General Aggregate (Per project aggregate for construction contracts) \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)
2.	Automobile Liability <ul style="list-style-type: none"> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos). 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 each accident combined single limit. If hazardous materials are transported, an MCS 90 form shall be included on the policy.
3.	Workers' Compensation <ul style="list-style-type: none"> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. <p>Employer's Liability with:</p> <p>Note: This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</p>	Employer's Liability with Minimum Limits: <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate
4.	Excess/Umbrella Liability	Minimum Limit: <ul style="list-style-type: none"> \$2M each occurrence \$2M aggregate
5.	Riggers Liability <ul style="list-style-type: none"> Policy must include deletion of any overloading exclusion. 	Minimum Limit: <ul style="list-style-type: none"> \$1M or replacement value of property on hook
<p>Additional Insured - The following shall be named an Additional Insured: The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p>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



City of Broomfield

City Council Regular Meeting

Construction Agreement for Quail Creek Restroom Rebuild

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Consent Items Item: 6D
Presented By	
Brian Graham, CIP Manager	
Community Goals	

Overview

[View Correspondence](#)

The memo is requesting approval of a construction agreement with Summit Partners, Ltd. (Summit), for the Quail Creek Park Restroom Rebuild. In September 2023, Broomfield completed a competitive selection process by Request for Proposal for the design and construction of the project, and Summit submitted the highest-scoring and lowest cost proposal.

Attachments

[Construction Agreement with Summit Partners_Quail Creek Restroom Building Replacement.pdf](#)
[Resolution 2024-86.pdf](#)
[Summit Partners Construction Agreement Vendor Signed.pdf](#)

Summary

[View Correspondence](#)

The project will remove and replace the existing restroom building in Quail Creek Park, located east of Zuni Street at 2300 West 138th Avenue. The prefabricated, waterless facility was constructed on a concrete pad and includes two stalls with vault toilets. The new building will be larger and situated in the same location.



At the time the existing in-ground vault facility was constructed, the surrounding neighborhoods were underdeveloped. Limited funding was available, and water and sanitary sewer mains were not yet installed in West 138th Avenue. Without running water, the facility does not provide the level of service Broomfield residents expect from park amenities. The facility poses health and safety concerns, and the pits below the vaulted toilets must be serviced multiple times a year. With the development of properties surrounding the park, there has been a substantial increase in park patrons. Recreational sports programs utilize the baseball field and the open grass field within the park. By providing a more adequate facility, staff believe patron satisfaction levels will increase and vandalism rates will decrease. If the facility is not upgraded, Broomfield will continue to receive resident complaints about the inadequate restrooms in this popular park where water and sewer service is available.

The existing facility will be replaced with a heated restroom building that is 24 feet long by 14 feet wide. The new building will have insulated concrete block walls with an exposed split-faced masonry exterior, a structural foundation, and a metal roof. It will resemble the restroom facility recently installed in Bronco Park in the Westlake subdivision.



The building will have two accessible, unisex stalls with motion-activated water basins, flush toilets, hand dryers, and a wall-mounted bottle filler. Also included will be steel grab bars, baby-changing stations, feminine products disposal receptacles, interior and exterior lighting, exhaust fans, floor drains, a mop sink, an exterior hose bib, steel doors with automated locks, and roof downspouts.

A request for proposals for design and construction to remove and replace the restroom facility was issued in September 2023. Three proposals were received by the October 10, 2023, deadline, and Summit Partners, Ltd.(Summit), submitted the highest-scoring and lowest cost proposal. On October 30, 2023, Broomfield entered into a consulting agreement with Summit, and they completed the building design in May 2024.

Proposed Resolution No. 2024-86 would authorize an agreement with Summit for \$350,739 for the construction of the Quail Creek Park restroom building.

If the agreement is approved on July 9, 2024, a construction start date will be negotiated with the contractor, and construction is expected to be complete by October 31, 2024.

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
Species Conservation Trust Fund (SCTF) 20L0034 (24-70080-55200) Quail Creek Park Restroom Rebuild	\$469,750
Fund 22 20L0034 (22-70080-55200) Quail Creek Park Restroom Rebuild	\$100,000

Sources and Uses of Funds	Amount
Design (Summit Partners)	-53,150
Restroom Building Construction (Summit Partners)	-\$350,739
Water and Sanitary Sewer Service Construction (Estimated, By Others)	-\$108,512
Construction Contingency (10%)	-\$45,925
Total Use of Funds	\$558,326
Projected Balance	\$11,424

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2024-86 be adopted.

Alternatives

Decide not to proceed with the project.

RESOLUTION NO. 2024-86

A Resolution Approving a Construction Agreement with Summit Partners, Ltd., for the Quail Creek Park Restroom Rebuild

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

Section 1.

The construction agreement by and between the City and County of Broomfield and Summit Partners, Ltd., for the Quail Creek Park Restroom Rebuild in the amount not to exceed \$350,739, is approved.

Section 2.

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

Section 3.

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

Section 4.

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

Approved on July 9, 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

CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND SUMMIT PARTNERS, LTD., FOR QUAIL CREEK PARK RESTROOM REBUILD

1. PARTIES. The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Summit Partners, Ltd. (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City, seeking construction services for Quail Creek Park Restroom Rebuild completed a competitive selection process by Request for Proposal issued on September 20, 2023 (“RFP”).
 - 2.2. The Contractor’s response to the above-referenced RFP was determined to be of best value to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Work. The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work attached hereto as Exhibit A and incorporated by this reference.
 - 3.1.1. Intentionally left blank.
 - 3.1.2. Intentionally left blank.
 - 3.2. Contract Documents. The Contract Documents shall consist of the following:
 - 3.2.1. This Agreement; and
 - 3.2.2. The Scope of Work, an excerpt of the Contractor’s Cost Proposal dated October 10, 2024, attached hereto as Exhibit A; and
 - 3.2.3. The RFP; and
 - 3.2.4. The General Conditions included in the RFP; and
 - 3.2.5. Any change orders and contract amendments, as applicable; and
 - 3.2.6. The Insurance Requirements attached hereto as Exhibit B,

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

- 3.3. Access and Inspection. The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.
- 3.4. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.
- 3.5. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
- 3.6. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with

utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by a utility.

3.7. Intentionally left blank.

3.8. Intentionally left blank.

3.9. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.

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

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

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

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

3.10.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the

conditions remain undisturbed until the City has the opportunity to investigate.

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

~~The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed.~~ The Notice to Proceed will stipulate the date on which the contract time count commences (the "Start Date"). The Contractor shall complete the Work and fulfill all of its other obligations within ninety (90) calendar days of the Start Date (the "Completion Date"). The time between the Start Date and the Completion Date shall be known as the "Contract Time."

Will mutually agree on start date after funding is completed

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

5. CONTRACTOR'S PROJECT SCHEDULE. The Contractor shall submit a completion schedule for the Work (the "Project Schedule") beginning with receipt of the signed Agreement and concluding with Project Completion prior to the commencement of the Work and shall coordinate on a daily basis with the City's project manager. The Project Schedule shall include all lead time for the order and delivery of equipment for the Work. Schedule updating shall be done on a weekly basis, or more often as necessary (each a "Schedule Update"). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.
6. Intentionally left blank.
7. UNUSUALLY SEVERE WEATHER CONDITIONS.

7.1. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work is a reasonable

time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates “Normal” weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were “unusually severe,” would not have been reasonably anticipated, and that such conditions adversely affected the Contractor’s Work and thus required additional time to complete the Work.

- 7.2. The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project.

ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
7	5	4	3	3	2	2	2	2	3	3	7	43 day

- 7.3. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgement of the notice to proceed and continuing throughout the Agreement on a monthly basis, actual adverse weather days and the impact of adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted); however, non-standard work hours will be required as specified in the Statement of Work and as shown on the Project Schedule. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.
- 7.4. An actual adverse weather day must prevent Work for 50 percent or more of the Contractor’s workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the City Representative in writing if work cannot proceed on a given date, within two calendar days of that date. The City will use the above written notification in determining the number of calendar days for which Work was delayed during each month.

- 7.5. At the end of each month if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule a change order will be executed which increases the Contract Time.
- 7.6. The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the City shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.
8. PRICE AND PAYMENT. The City shall pay the Contractor for performance of the Work an amount not to exceed \$350,739 (the "Contract Price") based upon the unit prices set forth on Contractor's Cost Proposal attached hereto as Exhibit A and in accordance with the following schedule:
- 8.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.
- 8.2. The City shall retain the Retained Amount until Final Acceptance (as defined in Final Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the "Final Payment"). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.
- 8.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay

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

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

9. Intentionally left blank.

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

10. FINAL INSPECTION AND FINAL PAYMENT.

- 10.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the City's receipt of the Letter of Completion, the City Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Agreement and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the City within ten (10) calendar days after receipt of the Punchlist. If any Punchlist item cannot be corrected within ten (10) calendar days, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension"). The Request for Extension must be received by the City Representative within seven (7) calendar days of the Contractor's receipt of the Punchlist and shall include the Contractor's justification for the request and a schedule for completion of the Punchlist item. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.
- 10.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Payment shall not be made until the City Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The City shall condition publication and final settlement upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and final settlement shall be made in full.
11. CONTRACTOR'S REPRESENTATIONS. In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
- 11.1. The Contractor has familiarized itself with the nature and extent of the Agreement, Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The Contractor acknowledges an obligation to comply with all applicable laws, including the Broomfield Municipal Code, to respect property rights by working within the defined work limits or designated staging areas, and to work within the prescribed work

hours. The Contractor acknowledges that use of air compression brakes ("jake brakes") within City limits is prohibited, unless otherwise posted by the City Traffic Engineer.

- 11.2. Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.
- 11.3. Contractor has given the City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement and exhibits incorporated therein and the written resolution thereof by the City is acceptable to the Contractor.
12. Intentionally left blank.
13. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
 - 5.1 The City designates Kathryn Langdon as the authorized representative of the City under this Agreement. Email address is klangdon@broomfield.org.
 - 5.2 The Contractor designates Zach Zigich as the authorized representative of the Contractor under this Agreement. Email address is zzigich@summitpartners.build.

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

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

14. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

- 14.1. Remedy. If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this Section.
- 14.2. Time Extensions. Evaluation of all time extension requests shall be based upon the latest updated project schedule submitted to the City by the Contractor.
- 14.3. Definitions. The following words shall have the meaning set forth below:
- 14.3.1. "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.
- 14.3.2. "No-Fault Delay" is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the City or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.
- 14.3.3. "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City's Representative.
- 14.3.4. "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.
- 14.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.
- 14.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay

costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.

- 14.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- 14.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.
15. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with

any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.

16. ~~LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$500 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.~~
17. PERFORMANCE AND PAYMENT BONDS. In accordance with C.R.S. §38-26-105, if the Contract Price exceeds \$50,000, the Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
18. COLORADO LABOR. If the Contract Price exceed \$500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the several classifications of skilled and common labor to perform the work under this Agreement in accordance with the provisions of C.R.S. §8-17-101 et seq.
19. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
20. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and

expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Contractor, its officers, employees, subcontractors or agents in connection with the performance of the services pursuant to this Agreement. Except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the City hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the City, or its agents and employees. This indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102(8), as amended from time to time. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.

21. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit B. Current proof of such insurance is attached at Exhibit B, incorporated by this reference. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
22. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.
23. WARRANTY.
 - 23.1. Warranty Period. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of ¹2 years, commencing on the date of final acceptance of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall

promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The above guarantee does not limit any claims that the City may otherwise have against the Contractor.

- 23.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the "Warranty Work"). In the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension of Warranty Work"). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor's receipt of the Warranty Work and shall include the Contractor's justification for the request and a schedule for completion of the Warranty.
24. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
25. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
26. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

27. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
28. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
29. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
30. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
31. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
32. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
33. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
34. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit

from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.

35. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
36. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
37. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
38. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
39. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
40. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
41. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
42. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law,

ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.

43. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
44. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
45. 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.
46. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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


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

City and County Manager
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:
Summit Partners, Ltd.



Name: Zach Zigich, Principal
Address: 102 E 1st Street, Suite 250
Loveland, CO, 80537

EXHIBIT A
SCOPE OF WORK

The Scope of Work is as described in the revised proposal dated October 10, 2024, and summarized below/in the attached pages:

EXHIBIT A



PROJECT PROPOSAL

Quail Creek Park Restroom Replacement Rev. 1

Project # 23058

February 16th, 2024
(Revised)



PROJECT UNDERSTANDING

Summit Partners is proposing design / build services for a restroom building replacement at Quail Creek Park (located at 2300 West 138th Avenue) which includes demolition of the current facility as well as the design and construction of the new building.

SCOPE OF WORK

DESIGN SERVICES – Contracted

- ~~1. Architectural Services~~
- ~~2. Structural Engineering~~
- ~~3. Mechanical, Electrical, Plumbing~~
- ~~4. Geotechnical (as needed)~~
- ~~5. Civil Engineering/Landscaping~~

DIVISION 1 – GENERAL CONDITIONS

1. Project site management services:
 - a. Part-Time Project Manager
 - b. Full-Time Project Superintendent
2. Construction facilities and equipment:
 - a. Portable toilets
 - b. Dumpsters and trash removal
3. Insurance:
 - a. General Liability
4. Performance Bond
5. Final building cleaning

DIVISION 1 – 3rd PARTY TESTING and SURVEYING

1. 3rd Party testing and special inspections for the project to be handled by the City and County of Broomfield
2. Construction surveying for the following:
 - a. Building corners, elevations and gridlines for new building
 - b. Grading and site concrete staking

DIVISION 2 – DEMOLITION

1. Demo, remove and disposed of existing restroom
 - a. Cap and safe off all existing utilities
 - b. Pump out (2) existing 1,500 gallon tanks and remove and dispose of them

DIVISION 2 – SITEWORK

1. Erosion Control
2. Earthwork
 - a. Excavation and backfill for building foundation
 - b. Hardscape prep for sidewalk
 - c. Over-Ex per soils report
2. Site concrete

- a. 3' sidewalk around the entire perimeter new restroom facility
- 3. Utilities
 - a. Water – Assumed to be within 5' of new restroom location
 - b. Sanitary Sewer – Assumed to be within 5' of new restroom location
- 4. Landscaping and irrigation
 - a. Infill old restroom location with new grass to match existing
 - b. Extend existing drip irrigation to new grass areas
 - c. Patch/fix any existing irrigation when installing new restroom

DIVISION 3 – BUILDING CONCRETE

- 1. Furnish and install footing and foundations for new CMU structure
- 2. Furnish and install 4" slab on grade with wire mesh reinforcing

DIVISION 4 – MASONRY

- ~~1. Supply and install Split face CMU structural for new restroom walls~~
- 2. Furnish and install 12" insulated block at perimeter and nominal 8"x8"x16" CMU partial wall at interior walls

DIVISION 5 – METAL

- 1. N/A

DIVISION 6 – WOOD AND CARPENTRY

- 1. N/A

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

- 1. Furnish and install R-30 rigid insulation on top of roof Sheathing
- 2. Furnish and install R-10 rigid insulation below SOG
- 3. Furnish and install Spray Foam Insulation at roof to wall transition

DIVISION 8 – DOORS AND WINDOWS

- 1. Furnish and install (3) exterior steel doors and frames with following hardware;
 - a. Altronix DPT-724A Times
 - b. Schlage PS902 Power Supply
 - c. Schlage ND96J EU RHO 626 24V
 - d. LFIC Primus Core keyed to R3
 - e. IVES 5BB1 TW4 Thru wire hinge
- 2. Furnish windows per rendering

DIVISION 9 – FINISHES

- 1. Paint steel doors and frames
- 2. Paint split face CMU with vandalism coating inside and out
- ~~3. Furnish and install metal studs and drywall at utility closet~~ Drywall at ceiling only
- 4. Furnish and install epoxy floors – Add option

DIVISION 10 – SPECIALTIES

1. Furnish and install bathroom partitions and accessories
 - ~~a. Handicap stalls automated~~
 - ~~b. Standard stalls~~
 - c. Breakproof mirrors
 - d. Grab bars
 - e. Baby changing stations
 - ~~f. Toilet paper dispensers~~
 - g. Feminine product dispensers
 - h. Furnish and install mop and broom holder

DIVISION 11 – EQUIPMENT

1. N/A

DIVISION 12 – FURNISHING

1. N/A

DIVISION 13 – SPECIAL CONSTRUCTION

1. Furnish and install metal roofing system with insulation to meet code requirements

DIVISION 14 – CONVEYING SYSTEMS

1. N/A

DIVISION 15 – PLUMBING

1. Furnish and install water and sewer hook ups for new plumbing
2. Furnish and install all plumbing fixtures (~~3~~ 2 toilets, 4 urinal, 2 sinks, and a utility sink)
3. (3) Floor drains
4. (2) hose bibbs
5. Furnish and install hot water heater
6. Bottle filling station

DIVISION 15 – FIRE SPRINKLER

1. N/A

DIVISION 15 – HVAC

- ~~1. Furnish and install new heating and ventilation systems for new restrooms, so they will not freeze and can remain operational through the winter season.~~
2. Furnish and install 2 new exhaust fans

DIVISION 16 – ELECTRICAL

1. ~~Provide new service panel (assumes power is 5' outside building)~~
2. Furnish and install new electric heating for 2 restrooms and utility closet so they will not freeze and can remain operational through the winter season.
3. Provide all equipment hook ups
4. Furnish and install new interior and exterior LED lighting
5. ~~Replace 50-amp main break in existing pedestal panel with 100amp ****assumes Xcel wire size coming to panel is correct (not labeled)*****~~
6. Directional core from existing pedestal to new restroom location
7. Furnish and install new 60-amp 2-pole breaker in existing panel, 100-amp fused disconnect at new restroom and new Panel B1

Project Cost

City of Broomfield, Quail Creek Restroom Replacement, Broomfield, CO

DIV. 1 Design & Engineering	\$ -
DIV. 1 3rd Party Testing, Inspections & Survey	\$ 5,130
DIV. 1 Gen. Conditions	\$ 39,600
DIV. 1 Temporary Facilities & Controls	\$ 5,990
DIV. 1 Permits & Fees	\$ -
DIV. 1 Insurance	\$ 13,261
DIV. 2 Demolition	\$ 36,173
DIV. 2 Earthwork	\$ 15,249
DIV. 2 Utilities	\$ -
DIV. 2 Asphalt Paving	\$ -
DIV. 2 Site Concrete	\$ 4,878
DIV. 2 Fencing	\$ 9,000
DIV. 2 Landscaping & Irrigation	\$ -
DIV. 3 Concrete	\$ 16,954
DIV. 4 Masonry	\$ 48,759
DIV. 5 Metals	\$ -
DIV. 6 Wood & Plastics	\$ -
DIV. 7 Thermal & Moisture Protection	\$ 12,101
DIV. 8 Door & Window	\$ 20,227
DIV. 9 Finishes	\$ 9,720
DIV. 10 Specialties	\$ 6,195
DIV. 11 Equipment	\$ -
DIV. 12 Furnishings	\$ -
DIV. 13 Special Construction	\$ 21,603
DIV. 14 Conv. Sys.	\$ -
DIV. 15 Fire Sprinkler	\$ -
DIV. 15 Plumbing	\$ 47,279
DIV. 15 HVAC	\$ 6,305
DIV. 15 Refrigeration	\$ -
DIV. 16 Electrical	\$ 28,765
DIV. 16 Low Voltage	\$ -
Total - Construction Cost:	\$ 347,189
Add Epoxy floors (from following page):	\$ 3,550
TOTAL CONSTRUCTION COST:	\$ 350,739

Continued

Scope Increase from Original Proposal (Included Above)

Increase in block switching to insulated	\$ 25,359
R-10 Rigid itch below slab	\$ 1,384
R-30 Rigid itch above roof	\$ 6,280
Spray Foam Insulation at roof to wall transition	\$ 2,500
Increase in electrical	\$ 18,673
Drains under sidewalk	\$ 2,200
Over-ex at building due to soils report	\$ 1,950
Total - Breakout Costs:	\$ 56,396

Option Costs (Excluded From Above Price)

Landscaping (includes demo for new building \$6,930)	\$ 17,063
Epoxy floors	\$ 3,550
Deduct to use our doors sub	\$ (4,800)

SPECIFIC EXCLUSIONS

1. Construction specific permits
 - a. Multi-phase permitting fees
 - b. Road impact fees
 - c. Building fee schedule
 - d. Meter fees
 - e. Municipal administration fees
 - f. Municipal impact fees
 - g. Water/sewer/gas tap fees
 - h. Document review fees
 - i. Utility service and impact fees
 - j. Any other such fees assessed by a municipality
2. Builder's Risk Insurance
3. Municipal impact fees, tap fees, document review fees and any other such fees assessed by a municipality.
4. Third Party Testing & Special Inspections for shop and/or field
5. Consequential & Liquidated Damages
6. Temporary Power & Water
 - a. The following temporary utility services shall be included upon request:
 - i. Power: Cost Plus 10%
 - ii. Water: Cost Plus 10%
 - b. The following temporary generator power shall be included upon request:
 - i. Generator: \$1,050 / MO
 1. Fuel: \$950 / MO
7. Dewatering
8. Winter Conditions
 - a. The following winter conditions shall be included upon request:
 - i. General Labor: \$50 / MHR
 - ii. Concrete Blankets: \$10 EA / DY
 - iii. Ground Thaw Machine: \$12,000 / MO
 1. Fuel: \$5,000 / MO
 - iv. Building Heaters: Cost Plus 10%
9. Setting & Installation of Owner Furnished Equipment
10. Anything not specifically listed as included within the aforementioned scope.

ASSUMPTIONS & CLARIFICATIONS

1. Due to the volatility within the Construction Market, this proposal remains valid for 30 days, at which time Summit reserves the right to reevaluate total project costs.
2. Summit bid this project per the drawings and has not verified for code compliance. Summit assumes the Architect of Record has provided drawings and specifications which meet all applicable codes.
3. The drawings may represent an incomplete set of bid documents. Upon receipt of a complete set, Summit reserves the right to re-price and reschedule.
4. Summit is a non-union contractor. This proposal does not include union and/or prevailing wage requirements which could impact the price.
5. This proposal assumes that Summit will be contracted directly with Owner and is not subjected to any terms between other parties.
6. Final contract terms and conditions shall be subject to further negotiation.

7. Summit assumes "standard working hours" as follows: Monday – Friday, ten (10) hours per day which fall between 6:00am – 5:00pm, for a total of 50 hours per week. Any nonstandard hours shall be subject to additional cost.
8. The price quotation is based on normal working conditions. Excessive inclement weather, including wind gusts in excess of 25 mph, which restricts the progress of the contract will necessitate an extension of the completion date and an addition to the costs associated with any delays and extensions.
9. Adequate and accessible lay-down and staging area is provided.
10. 200 Amp / 230 Volt single phase power shall be available for duration of construction.
11. Construction Site is free of any excessive debris, environmental contaminants, subsurface conditions (including, but not limited to: boulders larger than 12", shallow bedrock that impedes shallow foundations and utilities, groundwater and/or high water table, etc.) that would require further mitigation beyond what is described above within the scope of work.
12. Unrestricted access to the Construction Site.

END OF SCOPE OF WORK

EXHIBIT B INSURANCE REQUIREMENTS

CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including Pollution Liability

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

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

Insurance Requirements - Including Pollution Liability		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	Commercial General Liability <ul style="list-style-type: none"> 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>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>	Minimum Limits: <ul style="list-style-type: none"> \$1,000,000 Each Occurrence \$2,000,000 General Aggregate (Per project aggregate for construction contracts) \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)
2.	Automobile Liability <ul style="list-style-type: none"> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos). 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 each accident combined single limit. If hazardous materials are transported, an MCS 90 form shall be included on the policy.
3.	Workers' Compensation <ul style="list-style-type: none"> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. <p>Note: This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</p>	Employer's Liability with Minimum Limits: <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate
4.	Environmental Liability Insurance <ul style="list-style-type: none"> 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. 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 Each Occurrence/Aggregate
<p>Additional Insured - The following shall be named an Additional Insured: 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, Pollution Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p>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



Change Order with Diamond Contracting for Whistlepig Well Line Relocation

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Consent Items Item: 6E
Presented By	
Katie Allen	
Community Goals	

Overview

[View Correspondence](#)

The memo is requesting approval of a change order with Diamond Contracting to perform additional utility locating and coordinate with Xcel Energy to realign and re-bore the Whistlepig well line. Once under construction, it was determined the design alignment conflicted with a mislocated million-volt electrical line owned and operated by Xcel Energy.

Attachments

[Change Order with Diamond Contracting.pdf](#)

[Resolution 2024-78.pdf](#)

[Diamond Contracting_Change Order 1 - Whistlepig.pdf](#)

Summary

[View Correspondence](#)

The Whistlepig subdivision has a 4-inch well water line that extends from their well across Aspen Street to fill irrigation ponds on the property. The well line had to be relocated with the recent widening of Dillon Road. Although the contractor for the Dillon Road/West 144th Avenue improvements installed the line as directed, the Whistlepig representatives had concerns about the revised placement of the well line. These included access to the pipe alignment within a utility easement outside the street right-of-way and the risk of freezing due to the shallow depths across Aspen Street and in certain locations where overlot grading operations occurred for the new Aspen Creek subdivision filing. Broomfield staff met with the Whistlepig representatives and committed to rebuilding the well line. The Dillon Rd./W. 144th Avenue Improvements budget has sufficient remaining funds for the work.



The project was bid in early 2024, and Diamond Contracting Corp. (Diamond) was the low bidder in the amount of \$199,792. During construction, a million-volt electrical line owned and operated by Xcel Energy was mislocated and conflicted with the new well line design alignment. Diamond was directed to perform additional utility locating and coordinate with Xcel Energy representatives to realign and re-bore the well line. The additional work was \$30,209 for a total contract price of \$230,001. The total cost of the work exceeds \$200,000, which requires City Council approval. All work on the project is complete.

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
CIP Fund 17M0020 (20-70090-55200) Dillon Road/W. 144th Ave Improvements	\$1,008,315
Design with Muller Engineering	-45,300
Whistlepig Well Line Construction (Diamond Contracting)	-\$199,792
Change Order #1	\$30,209
Projected Balance	\$733,014

Prior Council or Other Entity Actions

On February 21, 2024 the City and County Manager approved an agreement with Diamond Contracting Corporation for the Whistlepig Well Line Relocation.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the change order, the appropriate motion is...

That Resolution 2024-78 be adopted.

Alternatives

N/A

RESOLUTION NO. 2024-78

A resolution approving a Change Order to the Construction Agreement by and between the City and County of Broomfield and Diamond Contracting, Inc. for the construction of the Whistlepig Well Line

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

Section 1.

The change order attached hereto by and between the City and County of Broomfield and Diamond Contracting, Inc., in the amount of \$30,209 for the construction of the Whistlepig Well Line is hereby approved, which brings the total expenditures under the construction agreement to \$230,001.

Section 2.

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

Section 3.

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

Approved on July 9, 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

City & County of Broomfield
CHANGE ORDER ONE

Project: Whistlepig Well Line Relocation
Contractor: Diamond Contracting Corp.
Purchase Order No.: 24-000504


Once horizontal direct drilling (HDD) operations were underway for the new well line, the contractor discovered a direct conflict with a million-volt electric line owned and operated by Xcel Energy (Xcel) within the Dillon Rd right-of-way. Xcel had mislocated the electric line by approximately 10 horizontal feet, and it was found to be located directly under the designed HDD pipe alignment for 200+ linear feet. The HDD equipment was stopped inches short of hitting the electric line. Diamond and their boring subcontractor were directed to perform additional utility potholing and coordinate onsite with Xcel representatives to realign and redrill the new well line. All work on the project is complete.

These changes result in the following adjustment of Contract Price.

<u>Original Contract Price</u>	\$199,792
Estimated Contract Price Prior to this Change Order	\$199,792
Estimated In/Decrease Resulting from this Change Order	\$ 30,209
Current Contract Price Including this Change Order	\$230,001


This Change Order constitutes full and final settlement for all costs and time associated with the work described herein. Costs are defined to include all direct and indirect labor costs related to and/or occasioned by the work described herein; all material and equipment costs related thereto; any and all impact costs related to and/or occasioned by the performance of this work; as well as all taxes, insurance, bonds and profit. All other terms and conditions of this agreement remain in full force and effect.

The above changes are directed by:
City and County of Broomfield:

 Digitally signed by Katie Allen
DN: cn=US, e=kallen@broomfield.org,
ou=City and County of Broomfield,
ou=Community Development,
cn=Katie Allen
Date: 2024.05.17 13:25:44-06'00'

Katie Allen Date
City and County Engineer

The above changes are approved by:

 Digitally signed by Kathryn Langdon
DN: cn=Kathryn Langdon, o=City and County of
Broomfield, ou=Community Development,
email=kberghal@broomfield.org, c=US
Date: 2024.05.17 10:36:42 -06'00'

Kathryn Langdon Date
CIP Project Manager

The Change Order amount is approved by:
City and County of Broomfield:

 5-17-2024

Diamond Contracting Corp Date
Contractor

Deputy Director of Finance Date

Mayor Date

Approved as to Form:

City and County Attorney Date



Associate Judge Appointment

A resolution appointing Judge Linda Cooke as an Associate Municipal Judge

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Consent Items Item: 6F
Presented By	
Judge Amy Bockman	
Community Goals	

Overview

[View Correspondence](#)

A resolution appointing Judge Linda Cooke as an Associate Municipal Judge

Attachments

- [Memo for Appointment of Judge Cooke as an Associate Municipal Judge.pdf](#)
- [Resolution 2024-81- Associate Municipal Judge - Linda Cooke.pdf](#)
- [Judge Cooke Resume.pdf](#)

Summary

[View Correspondence](#)

Pursuant to Section 2-28-060 of Broomfield's Municipal Code allows for City Council to appoint one or more deputy or associate municipal judges as it deems necessary. Council has appointed five individuals to serve as associate municipal judges, at the rate of \$90/hour. The current terms of the appointed associate municipal judges expired in March 2025. Associate municipal judges cover the court when Judge Bockman is unavailable. The associate judges' ability to cover is dependent on their own schedules, as some have law practices, other business commitments, or judicial appointments in other jurisdictions.

Judge Bockman has requested the appointment of Judge Linda Cooke as an additional municipal judge for a term starting the date of this resolution and expiring March 31, 2025, similar to the other appointed municipal judges. Judge Cooke served for 22 years as the presiding municipal judge for the City of Boulder.

Financial Considerations

N/A. Appointing an additional judge only increases the number of available judges to cover when Judge Bockman is unavailable. There is no direct financial impact from this appointment alone.

Prior Council or Other Entity Actions

Council appoints/reappoints municipal judges each year. The most recent appointment/reappointment is:

[Resolution 2024-30](#) reappointing Judge Davis, Judge Goodbee, Judge Tingle, and Judge Glowinsky, and appointing Judge Quick.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to appoint Judge Cooke, the appropriate motion is...
That Resolution 2024-81 be adopted.

Alternatives

Do not appoint Judge Cooke.

RESOLUTION NO. 2024-81

A resolution appointing Judge Linda Cooke as an Associate Municipal Judge

Recitals.

Whereas, pursuant to Section 2-28-060 of the Broomfield Municipal Code provides that the City Council may appoint additional municipal judges from time to time as may be needed to transact the business of the court or to preside in the absence, sickness, or inability of the presiding municipal judge; and

Whereas, it is prudent to have multiple individuals available to preside over municipal court or a specific case in the event of absence, sickness, conflict, or inability of the presiding municipal judge or other associate judges to serve; and

Whereas, Council has previously appointed five associate judges, whose terms expire on March 31, 2025, and whose rate has been set at \$90.00/hour; and

Whereas, Judge Bockman, as presiding municipal judge, has requested the appointment of one new municipal judge, Linda Cooke; and

Whereas, City Council has reviewed the qualifications and experience of Linda Cook and believes she is fit and capable of serving as an associate municipal judge.

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

Section 1.

Judge Linda Cooke is hereby appointed to serve as an associate municipal judge for a term commencing on the date of this resolution and ending on March 31, 2025. Her term may be renewed and extended by Council.

Section 2.

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

Approved on July 9, 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

COOKE, LINDA

OBJECTIVE To serve as an Associate/Relief Judge in Municipal Court

PROFESSIONAL ACHIEVEMENTS

PRESIDING JUDGE, BOULDER MUNICIPAL COURT, 2002-2023

Presided over criminal arraignments, hearings, court trials, and jury trials
Conducted civil hearings – e.g., rental licensing, marijuana licensing
Established and revised policies and procedures

FEDERAL COMMUNITY COURT GRANT RECIPIENT

Authored successful grant application for Dept. of Justice grant
Played primary role in implementing problem-solving, alternative sanctions
Partnered with area homeless service providers to achieve grant goals

SOLUTIONS FOR YOUNG ADULT OFFENDERS

Established Restorative Justice Program in collaboration with CU Boulder
Implemented evidence-based screening and treatment for young adults with
substance-use related violations
Developed Community Living Class Curriculum

WORK HISTORY

RELIEF JUDGE, BOULDER MUNICIPAL COURT

August 2023 – current; May 2001 – August 2002

PRESIDING JUDGE, BOULDER MUNICIPAL COURT

August 2002 – June 2023

APPELLATE ATTORNEY, OFFICE OF THE ALTERNATE DEFENSE COUNSEL

1997 – 2002

VARIOUS ROLES, 20TH J.D. JUVENILE JUSTICE SB94 GRANT PROGRAM

1995 – 1997

PUBLIC DEFENDER, BOULDER, FT. COLLINS & APPELLATE OFFICES

1986 – 1995

LAW CLERK, COLORADO SUPREME COURT, JUSTICE NEIGHBORS

1985 – 1986

EDUCATION & CERTIFICATIONS

ADMITTED TO THE FOLLOWING COURTS:

State of Colorado, 1985
United States Supreme Court
United States District Court for the District of Colorado

J.D., UNIVERSITY OF COLORADO SCHOOL OF LAW

Member, Law Review
Scholarship Recipient

REFERENCES

HON. JEFF CAHN

Presiding Judge, Boulder Municipal Court

Presiding Judge, Frederick and Edgewater Municipal Courts

C: 303-499-8882; CahnJ02@bouldercolorado.gov

DE'VON KISSICK-KELLY

Court Administrator, Boulder Municipal Court

C: 317-695-1502; KissickKellyD@bouldercolorado.gov



City of Broomfield

City Council Regular Meeting

BSS - Social Services Expenditures 2024 Q1

This report provides information on human services programs along with the related revenue and expenditures for the period in question.

Meeting	Agenda Group	
Tuesday, July 9, 2024, 6:00 PM	Consent Items	Item: 6G
Presented By		
Dan Casey		
Community Goals		
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community		

Overview

[View Correspondence](#) and visit BroomfieldVoice.com (link to project page OR remove if not applicable)

Resolution No. 2024-83-BSS acknowledges review of expenditures and electronic benefit transfers for the period January 1 to March 31, 2024. The attached memo provides the Board of Social Services financial and statistical information related to trends in human services programs that Broomfield operates on behalf of the State of Colorado. In the first quarter of 2024 the Broomfield Department of Human Services saw a decline in the number of overall estimated unduplicated households and individuals served as compared to the same time frame in 2023. This decrease was attributable primarily to the decrease in Medicaid household served as not all Medicaid households that were locked in throughout the pandemic remained eligible for the program at redetermination. Other Human Services program areas such as Food Assistance/SNAP, Child Care Assistance Program and Child Welfare saw increases in households and individuals served in the first quarter of 2024 as compared to the first quarter of 2023.

Attachments

[Memo for Electronic Benefit Transfers for 1st Quarter 2024.pdf](#)
[Resolution No 2024-83-BSS.pdf](#)

Summary

[View Correspondence](#)

Each quarter, Human Services staff report to the Board of Social Services financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for 2023 with specific emphasis on activity in the first quarter of 2024. DHS administers the following programs on behalf of the State of Colorado:

1. Colorado Works/Temporary Assistance to Needy Families (TANF)
2. Food Assistance - Supplemental Nutrition Assistance Program (SNAP)
3. Health First Colorado (Medicaid)
4. Colorado Child Care Assistance Program (CCCAP)
5. Adult Financial Programs
6. Child Support Services
7. Child Welfare
8. Adult Protective Services

In addition, DHS staff report benefit payments and unduplicated households served for Broomfield residents who participate in the Low Income Energy Assistance Program (LEAP). Administrative functions during the LEAP season are now handled by Goodwill.

TRENDS IN HUMAN SERVICES PROGRAMS

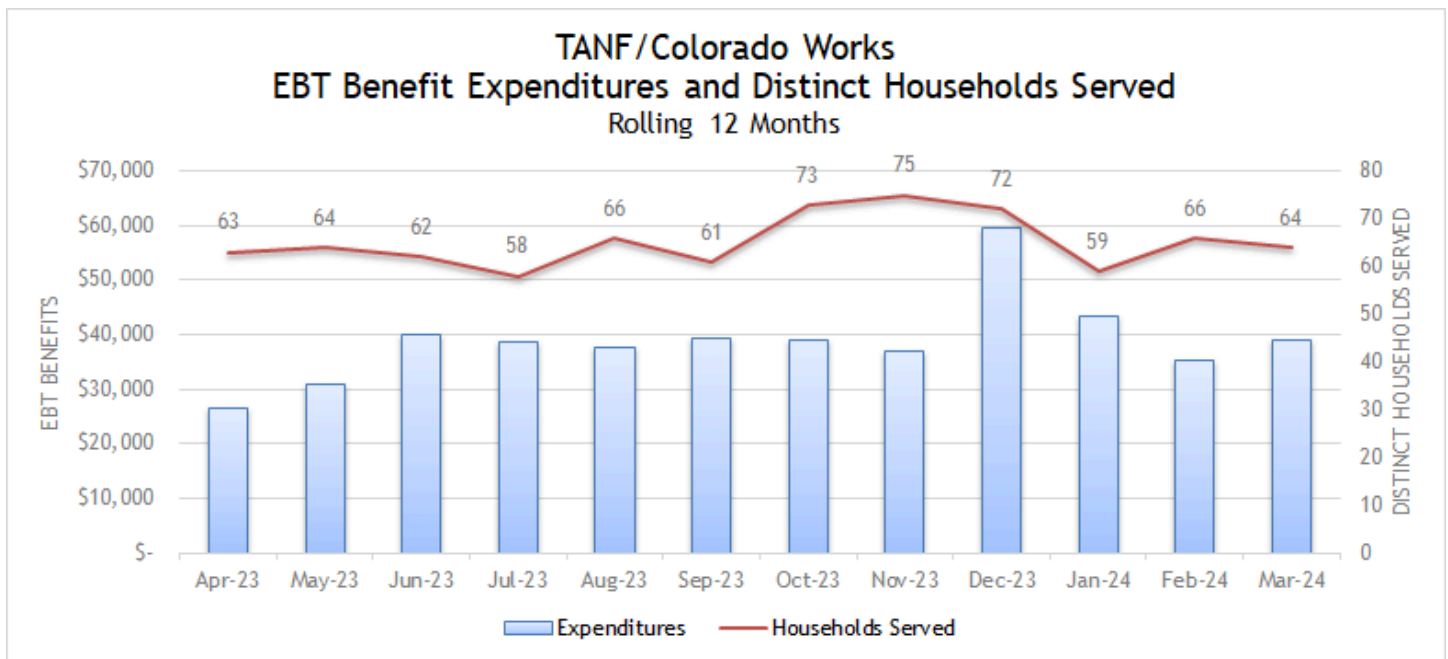
DHS provides assistance to Broomfield families to meet their daily needs with human services benefits including food and medical benefits, cash assistance through the CO Works/TANF program, child care assistance, unemployment and job search assistance, health and wellness resources, and rent and housing support. Please note this report contains information on clients served and electronic benefit transfer expenditures over multiple timeframes: 1) 1st quarter 2024 activity; 2) rolling 12 months; and 3) activity for nine months of state fiscal year 2023/2024 (SFY 23/24).

Colorado Works (a/k/a TANF)

As one of human services' most flexible funding sources, CO Works/TANF funding is available to Human Services case managers to assist eligible low-income families meet a variety of basic needs. Human Services staff closely monitor CO Works/TANF clients' cases providing access to needed goods and services and assisting clients to become self-sufficient by finding sustainable employment. Table A provides a look at the number of distinct households served monthly and the EBT cash benefits provided for a rolling 12-month period, April 2023 through March 2024. With many pandemic supports diminishing throughout 2023, DHS staff saw increases in households served in the CO Works/TANF program. In the first three months of 2024, DHS staff served 83 unduplicated households with \$117,292 in cash benefits. This compares to serving 68 unduplicated households in the first quarter of 2023 with \$99,400 in cash benefits.

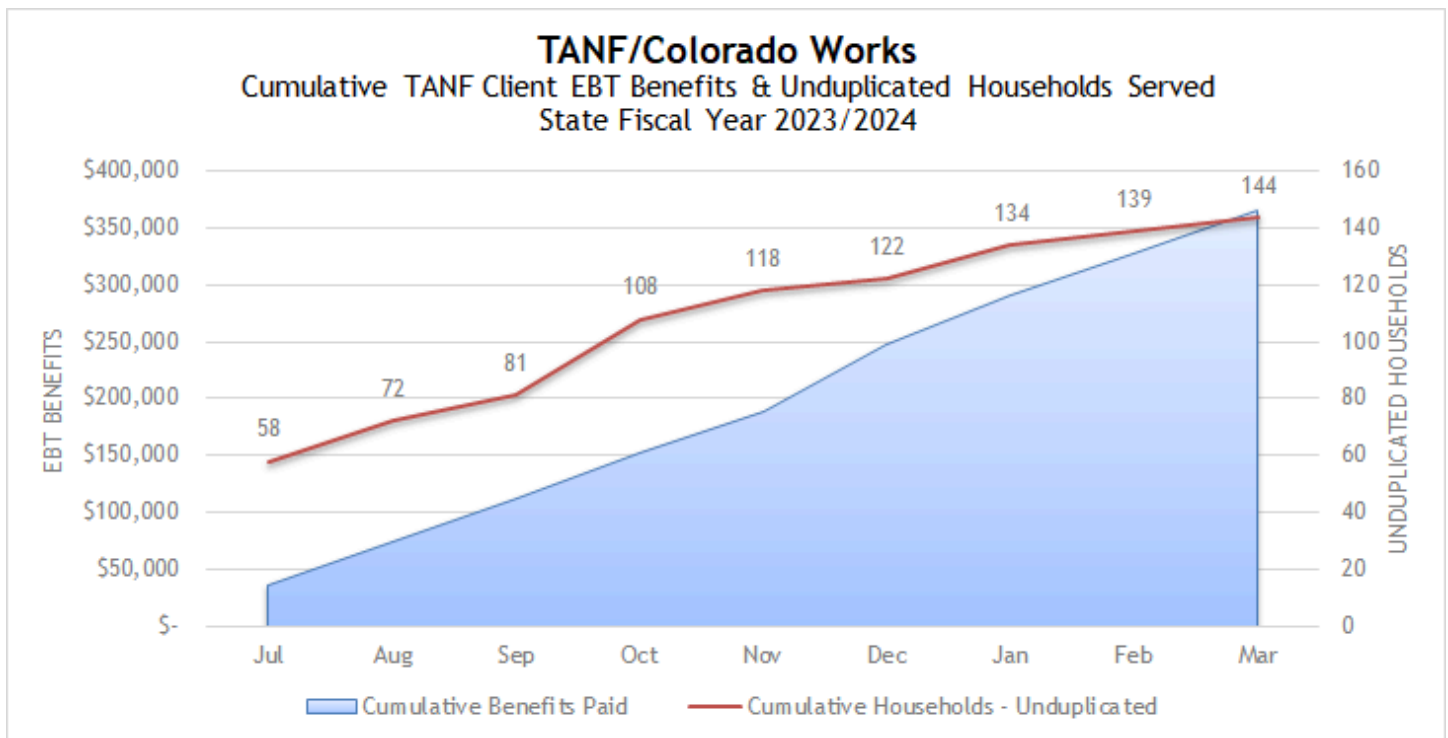
Table B illustrates the progression of TANF/CO Works unduplicated households served and cumulative cash benefits paid in the first nine months of SFY 23/24. DHS served 144 unduplicated CO Works/TANF households with a total of \$368,220 of cash benefits and supportive services. DHS received an allocation of \$748,762 for SFY 23/24 and the preliminary allocation for SFY 24/25 is anticipated to be \$777,069, a 3.78% increase. DHS staff anticipate spending the full allocation in SFY 23/24.

Table A



Sources: CO Financial Management System, CO Benefits Management System

Table B



Sources: CO Financial Management System, CO Benefits Management System

[House Bill 22-1259](#) (HB22-1259) modified the CO Works/TANF program by increasing basic cash assistance grants and loosening participant work requirements dramatically impacted statewide county TANF reserves in the prior state fiscal year. A rule change requiring a 10% cost of living adjustment for basic cash assistance is projected to cost Broomfield approximately \$30,000 for SFY 23/24. County and state representatives continue to discuss the long-term impacts of HB22-1259 on the CO Works/TANF program, county and state long-term TANF reserves, and impacts to childcare and child welfare programs in Colorado.

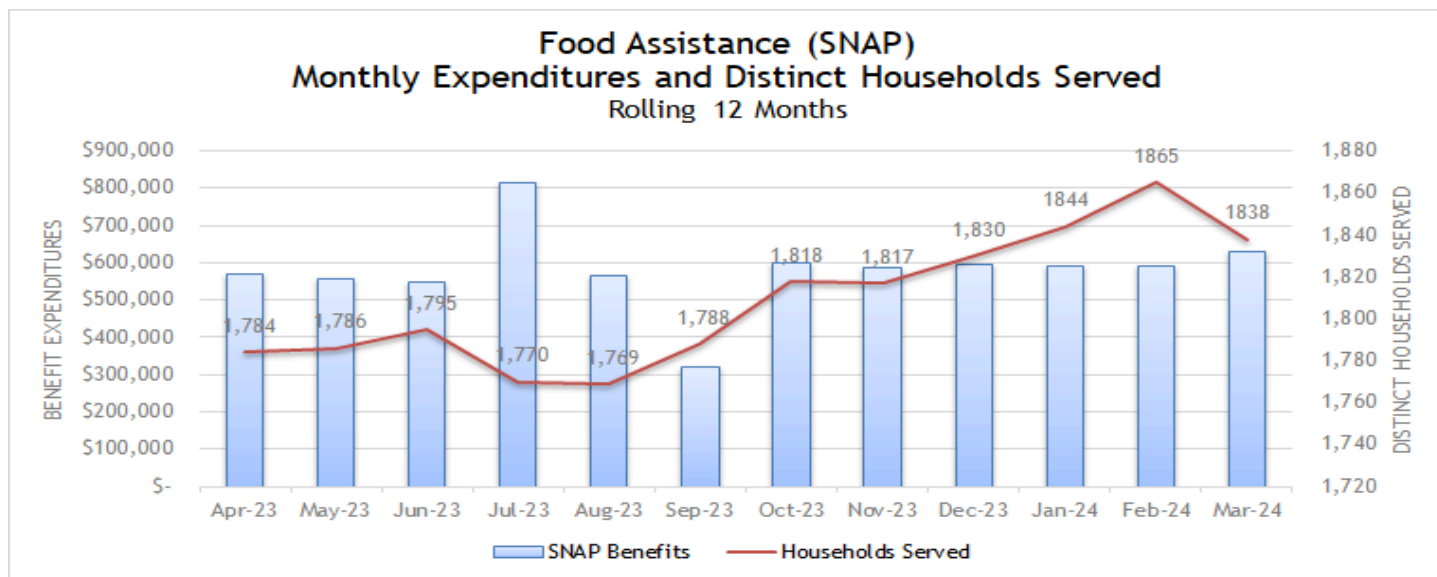
State American Rescue Plan Act (ARPA) funding will be available to supplement the CO Works/TANF program for changes required by HB22-1259 through June 2024. Broomfield DHS was awarded \$60,713 of SB22-1259 ARPA funding in SFY 23/24 to help TANF households avoid the cliff effect of losing benefits as their household incomes increase.

Food Assistance (SNAP)

Broomfield continues to see increases in the number of Food Assistance/SNAP households although the trend has slowed. As a result of the [COVID-19 federal waiver](#) ending on February 24, 2023, SNAP benefits paid to eligible Broomfield households began declining in March 2023 returning to per-household pre-pandemic levels. School-aged children attending participating schools at the end of the 22/23 school year continued to receive [Pandemic EBT benefits](#) (P-EBT) in the summer of 2023.

Table C below illustrates the monthly benefit payments and distinct households served for a rolling 12-month period, April 2023 to March 2024. The increase in July 2023 expenditures to \$814,033 includes the final pandemic EBT benefits paid to school-aged children for the summer of 2023.

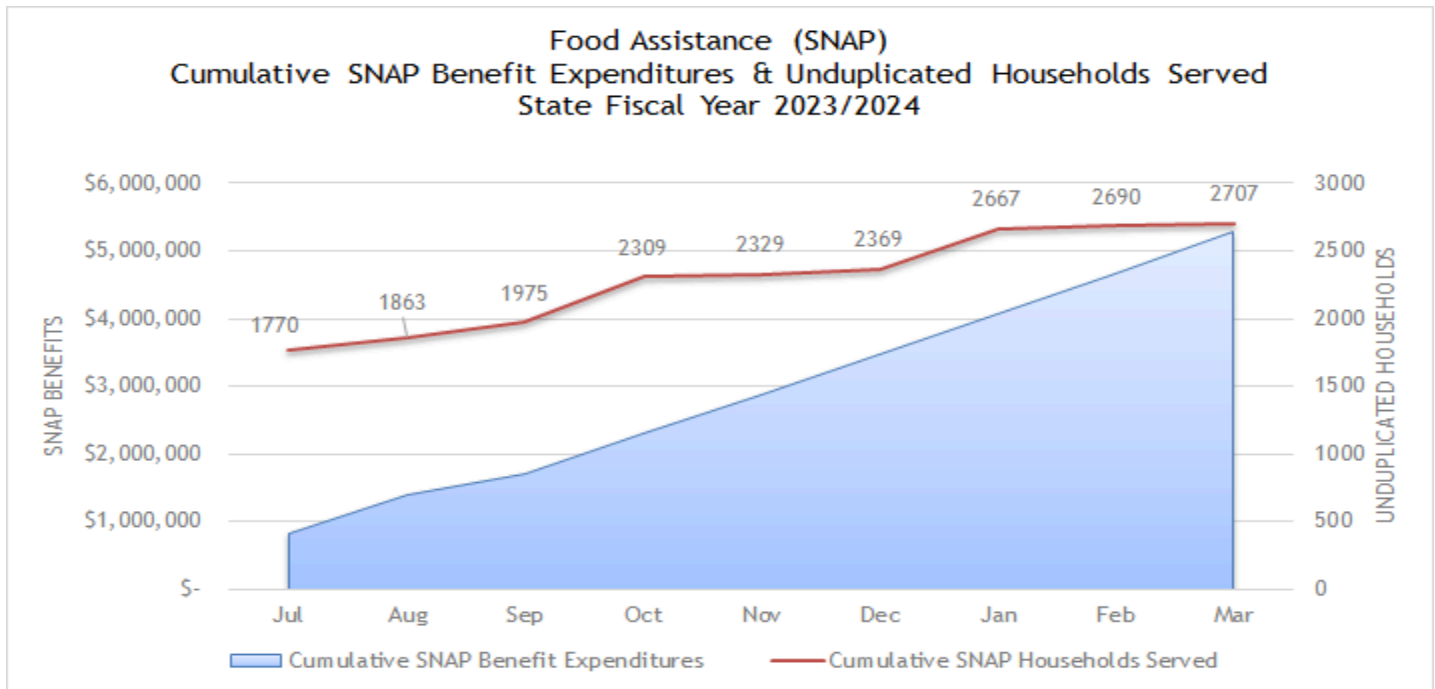
Table C



Sources: CO Financial Management System, CO Benefits Management System

Table D reflects cumulative SNAP benefits issued in relation to the unduplicated households served for the nine months of SFY 23/24. While continuing to increase, unduplicated households served began to level off in the first quarter of 2024. DHS saw a 6.46% increase in the number of unduplicated households served in the first quarter of 2024 serving 2,043 unduplicated households; this compares to serving 1,919 unduplicated households in the first three months of 2023. Cumulative SNAP benefits issued to Broomfield residents for the first nine months of SFY 23/24 totaled \$5,290,602, a significant decrease from the \$7,953,545 of SNAP benefits issued to Broomfield residents in the first nine months of SFY 22/23.

Table D



Sources: CO Financial Management System, CO Benefits Management System

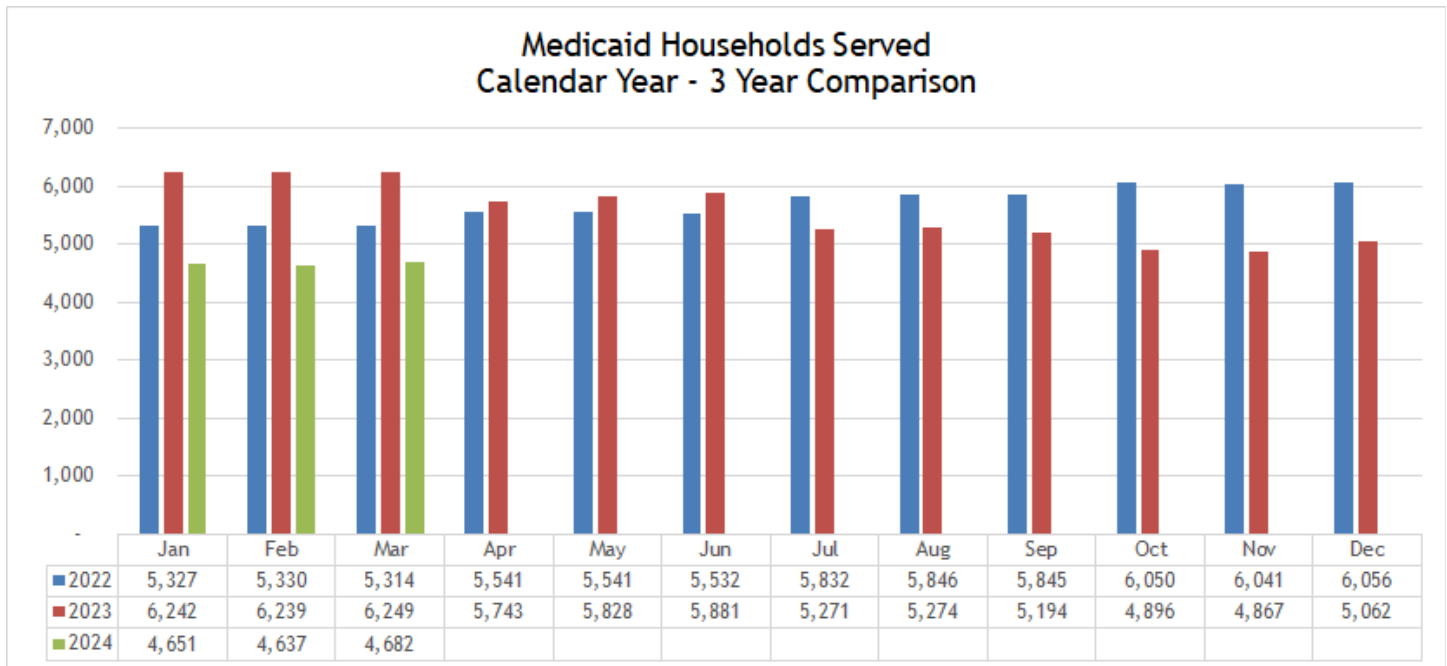
Health First Colorado (Medicaid)

As the Public Health Emergency (PHE) Unwind nears a close in April 2024, the Department of Health Care Policy and Financing (HCPF) expects a decrease in qualifying Medicaid clients closer to pre-pandemic norms. Medicaid clients are allowed a 90-day reconsideration period to turn in required paperwork for renewal. Medicaid clients who still qualify for the program may leverage the 90-day reconsideration period well into 2024.

DHS staff have worked tirelessly to determine continuing eligibility for the vast number of Medicaid clients that were “locked-in” to medical coverage during the PHE. As anticipated, not all Medicaid clients qualified for the program upon redetermination of their eligibility. DHS staff served 5,146 unduplicated Medicaid households in the first quarter of 2024 as compared to serving 6,278 unduplicated households in the first quarter of 2023, an 18.03% decrease. With the 90-day reconsideration period, DHS staff will continue the high level of redetermination work throughout the summer. HCPF set aside funding in the past two state fiscal years to assist with overtime and hiring of temporary staff to meet the increased workload. Counties have utilized less of this funding than anticipated in the current fiscal year, thus, the Joint Budget Committee (JBC) has approved a portion of this funding to roll over to SFY 24/25.

Table E below illustrates the monthly caseload for the past three calendar years. Notable in the table, eligible Medicaid households began to decline after the public health emergency ended and some existing Medicaid households did not meet eligibility requirements to continue in the program.

Table E



Source: CO Benefits Management System

County Administration is the funding source that supports the salaries and benefits of DHS staff that determine eligibility for Food Assistance/SNAP, Medicaid, and other adult programs. In alignment with [Senate Bill 22-235](#) (SB22-235), a workload study was completed which analyzed the processing time for eligibility applications, redeterminations, and case changes. A secondary requirement of SB22-235 requires the state department to have an outside consultant determine the amount of money necessary to fund the administration of public assistance programs in each county and develop a county administration funding model for SFY 25/26.

North Highland was hired as the consultant to determine the required funding to support county eligibility activities to meet federal and state guidelines. Through an iterative process consulting with state and county partners, North Highland's most recent iteration of the funding model indicates that an additional \$39 million over SFY 23/24 county administration funding is needed to adequately fund eligibility activities across the state. Throughout the next year, state departments will work with the Joint Budget Committee to educate them on human services eligibility programs and the need for increased funding. This process is uniquely timely as the State of Colorado is out of federal compliance in the SNAP program due to a backlog of applications and not enough staff to process them; this has become a serious problem for many Colorado counties including Broomfield. In addition, the PHE unwind has put added pressure on county eligibility staff to redetermine eligibility for Medicaid clients.

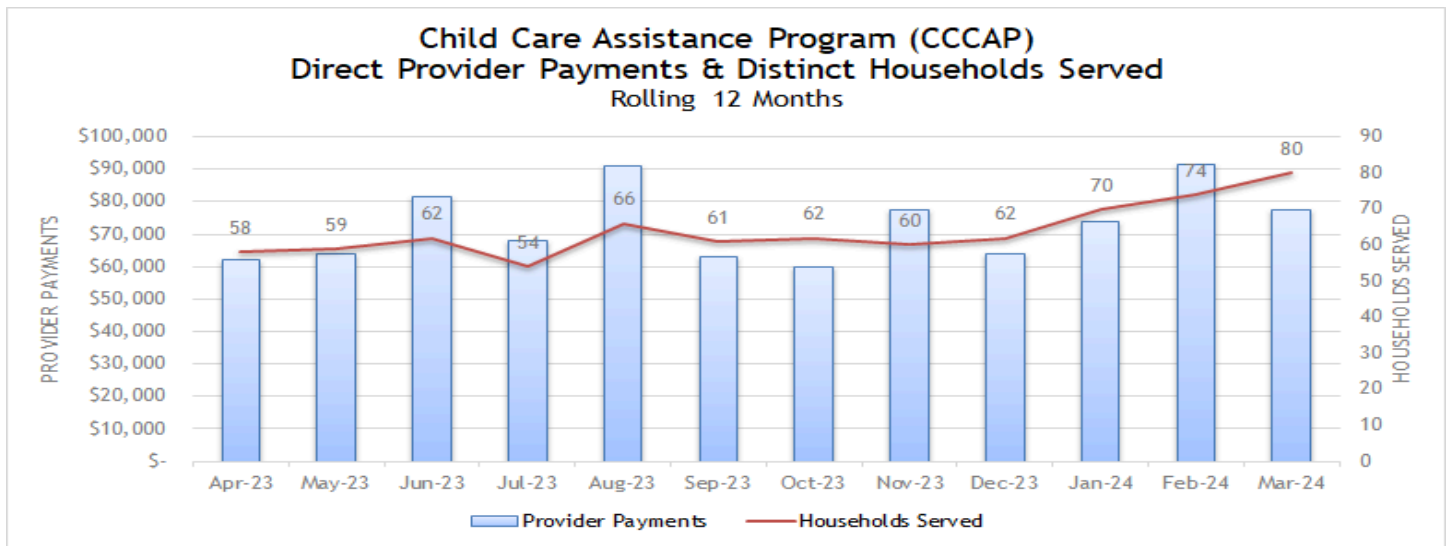
DHS reported in the 4th Quarter 2023 EBT memo to the Board the increase in households served in Food Assistance and Medicaid over a 10-year period. To recap, DHS staff served 1,497 unique Food Assistance/SNAP households in 2013 compared to serving 2,905 unique Food Assistance/SNAP households in 2023, a 94.05% increase over 10 years. Similarly, DHS staff served 1,765 unique Medicaid households throughout 2013; the Department served 7,665 unique Medicaid households throughout 2023, a 334.28% increase in 10 years. Although DHS has received increased county administration funding as the number of clients served has increased, it is currently inadequate to support all the eligibility requirements.

CO Child Care Assistance Program (CCCAP)

Table F illustrates that Broomfield households accessing daycare has begun to grow at a more rapid pace than in previous periods. In the first quarter of 2024, DHS staff served 86 unduplicated households with 133 unduplicated Broomfield children receiving care. In the first quarter of 2023, DHS staff served 62 unduplicated households with 100 children receiving care. This represents a 38.71% increase in CCCAP households served and a 33.00% increase in children served by the CCCAP program in the first three months of 2024 as compared to the same time period in 2023.

Current projections suggest the Department will spend \$800,600 of its base CCCAP allocation of \$859,973 in SFY 23/24. After some adjustments by the CO Department of Early Childhood (CDEC), Broomfield retained \$235,336 of stimulus funds from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act) for SFY 23/24. DHS staff project the Department will utilize \$200,000 of the CRRSA Act funding in SFY 23/24. CRRSA Act funding will be available to supplement the CCCAP program through September 2024.

Table F



Sources: CO Financial Management System, Child Care Automated Tracking System

Child Welfare

DHS' Child Adult and Family Services (CAFS) staff continue their work to enhance the use of prevention services to assist families at risk of entering the child welfare system. CAFS staff applied for and received two Family First grants through the Colorado Department of Human Services. The first round of grant funding of \$100,000 will continue until September 30, 2024. CAFS staff collaborates closely with Broomfield FISH, guiding families encountering challenges ranging from mental health, youth in conflict, and intellectual/developmental disabilities to parenting challenges and employment hurdles. With this grant funding, FISH personnel guide families through community-based resources, equipping them to fulfill their basic needs. The approach is not just about addressing immediate needs but also examining underlying causes of familial struggles, effectively averting potential involvement in the child welfare system.

Building on the success of this CAFS/FISH collaboration, CAFS staff applied for a second Family First grant and have received notice of the intent to award the requested funds. DHS requested \$175,000. With this second round of funding, CAFS staff will implement a multidisciplinary team (MDT) to bring together a diverse group of community organizations, share resources, and focus on children and families who are struggling with basic needs such as food, shelter, and clothing. The MDT will consist of DHS CAFS, Self Sufficiency, and Workforce staff. Broomfield FISH will continue to be an important MDT partner along with incorporating the [Collaborative Management Program](#) team and a variety of community partners to include A Precious Child, Joyful Journeys, SPAN, faith-based partners, and school districts. This grant can also be used to provide tangible goods and financial relief to families in crisis.

DHS staff await the final determination of their child welfare block allocation for SFY 24/25. Prior to releasing county allocations, state staff are working to incorporate appropriations from two child welfare bills that passed the Colorado legislature in the most recent legislative session. [Senate Bill 24-008](#) (SB24-008), Concerning Increasing Support for Kinship Foster Care Homes, will provide emergency assistance for goods needed for a child's basic care, including beds, clothing, and transportation as well as limited rental/housing assistance for up to a sixty days. In addition, kinship foster care homes will now be eligible for financial reimbursement at the same rate as foster care homes.

[House Bill 24-1038](#) (SB24-1038), Concerning Addressing the High-Acuity Crisis for Children and Youth in Need of Residential Care, will create a diverse leadership team with representatives from multiple state agencies, county partners, and families with lived experience in children's behavioral health services. The leadership team will develop and implement a plan to increase access to treatment foster care and develop training for residential child care providers to adequately treat children and youth with complex mental health and behavioral needs. Both bills have the potential to increase Broomfield's foster care and congregate care costs in the future; however, the general assembly anticipates that CDHS will receive federal funding to implement SB24-008 and CDHS and HCPF will receive federal funding to implement SB24-1038 in SFY 24-25.

1st QUARTER 2024 IN SUMMARY

For the first time in many years, DHS saw a decrease in overall estimated unduplicated households served in the first quarter of 2024. In the first quarter of 2024, DHS served 7,090 estimated unduplicated households as compared to serving 7,930 households in the first three months of 2023, a 10.59% decrease. The decrease is largely attributable to the 18.03% decrease in Medicaid households served during the quarter as not all Medicaid households continued to be eligible for the program once the public health emergency ended. The Medicaid statistics discussed earlier only report households that are currently eligible and do not include Medicaid households that were locked-in and determined by DHS eligibility staff to no longer be eligible for the program. Conversely, DHS staff saw increases in households served in CO Works/TANF, Food Assistance, the Child Care Assistance Program, and Child Welfare.

Financial Considerations

As shown in the sources and uses of funds summary below, DHS shows an overall decline in both its sources and uses of funds for the first quarter of 2024 as compared to the first quarter of 2023. DHS total sources of funds totalled \$3,065,325 in the first quarter, an 8.63% decrease as compared to the same time period in 2023; DHS total uses of funds totalled \$3,055,501 in the first quarter, a decrease of 12.85% compared to the same time period in 2023. The largest driver of both sources and uses of funds in the first quarter of 2023 was the increase in Food Assistance/SNAP benefits paid to families which included both max allotments and P-EBT benefits paid to children. Following the end of the federal waiver, Food Assistance/SNAP benefits returned to per-household pre-pandemic levels. Both actual sources and uses of funds are well within budgeted amounts for 2024.

Table G

CITY AND COUNTY OF BROOMFIELD
HUMAN SERVICES - SOURCES AND USES OF FUNDS BY PROGRAM

Sources and Uses of Funds	Actual Q1 Jan - Mar 2023	Actual Q1 Jan - Mar 2024	% Change	Original Budget 2024	Amended Budget 2024
Beginning Balance	\$ 4,129,391	\$ 4,695,006	13.70%	\$ 1,430,666	\$ 1,430,666
TOTAL HUMAN SERVICES					
Sources of Funds					
State & Federal Reimbursements	\$ 447,776	\$ 567,461	26.73%	\$ 3,615,221	\$ 4,795,585
State & Federal Share of Electronic Benefit Transfers (EBT's)	2,075,761	1,647,833	-20.62%	12,650,438	12,452,160
Other Revenues & Taxes	831,290	850,031	2.25%	2,347,304	2,544,897
Total Sources of Funds	\$ 3,354,827	\$ 3,065,325	-8.63%	\$ 18,612,963	\$ 19,792,643
Uses of Funds					
State & Federal Share of Electronic Benefit Transfers (EBT's)	\$ 2,074,205	\$ 1,647,694	-20.56%	\$ 12,679,756	\$ 12,481,478
County Share of Electronic Benefit Transfers (EBT's)	49,611	51,807	4.43%	353,184	302,222
Operations	1,382,261	1,356,000	-1.90%	6,188,546	7,663,514
Total Uses of Funds	\$ 3,506,078	\$ 3,055,501	-12.85%	\$ 19,221,486	\$ 20,447,214
Balance - TOTAL HUMAN SERVICES	\$ (151,250)	\$ 9,824	-106.50%	\$ (608,523)	\$ (654,571)
Ending Balance	\$ 3,978,140	\$ 4,704,830	18.27%	\$ 822,143	\$ 776,095

REVENUES AND EXPENSES THAT FLOW THROUGH THE STATE ARE ONE MONTH IN ARREARS

Prior Council or Other Entity Actions

The Board of Social Services reviews quarterly human services expenditures.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Board desires to acknowledge the review of social services' expenditures for the period January 1 to March 31, 2024, as presented, the appropriate motion is...

That Resolution 2024-83-BSS be adopted.

Alternatives

As desired by the Board.

RESOLUTION NO. 2024-83-BSS

A Resolution Acknowledging Review of Expenditures and Electronic Benefit Transfers for
January, February And March 2024

Be it resolved by the Board of Social Services of the City and County of Broomfield, Colorado:

Section 1.

The Board of Social Services hereby acknowledges the review of expenditures from the social services fund from January 1, 2024 through March 31, 2024 summarized in Table G, incorporated into the attached memorandum.

Section 2.

This resolution is effective upon its approval by the Board of Social Services.

Approved on July 9, 2024

BOARD OF SOCIAL SERVICES OF THE CITY AND
COUNTY OF BROOMFIELD, COLORADO

Chair

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BOE Approval of Abatement Petition Hearing Officer Recommendations

Approval of Abatement Petition Hearing Officer Recommendations

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Consent Items Item: 6H
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Correspondence](#)

Approval of Abatement Petition Hearing Officer Recommendations

Attachments

- [BOE Memo - Approval of Hearing Officer Recommendations for Abatements.pdf](#)
- [Resolution 2024-92-BOE - Approval of hearing officer recommendations for Abatement Requests.pdf](#)

Summary

[View Correspondence](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve the recommendations of hearing officers relating to various abatement petitions.

The taxpayers identified below have filed abatement petitions alleging that their property has been overvalued or that their tax levy is illegal. Council appointed hearing officers with experience in property valuations and abatements on May 28, 2024. The hearing officers conducted a hearing with the petitioners June 11, 2024, June 12, 2024, June 18, 2024 and June 21, 2024 and are making the recommendations described below to Council.

Abatements can be received at any time throughout the year, but the deadline for filing is the first working day in January within two years of the date the taxes were levied. As a result, Broomfield tends to see most abatements filed in late December to early January each year. Pursuant to C.R.S. §39-1-113(1.7), every abatement or refund petition shall be acted upon within six months of the date of filing of the petition.

The hearing officers are recommending **denial** in the following petitions:

- a. Petitioner Schedule No.: [BLUE FEDERAL CREDIT UNION R8867036](#)
- b. Petitioner Schedule No.: [KANE BRANDON M AND MANDY A R1076520](#)
- c. Petitioner Schedule No.: [NGUYEN THAOPHUONG LE R2404288](#)
- d. Petitioner Schedule No.: [VOLESKY KEITH, CARTER TAMYRA L R8873330](#)
- e. Petitioner Schedule No.: [NOVONA INVESTMENTS LLC R8867648](#)
- f. Petitioner Schedule No.: [120 MAIN LLC R1112240](#)
- g. Petitioner Schedule No.: [AUTOZONE PARTS INC R8867376](#)
- h. Petitioner Schedule No.: [LUMBER SALISBURY LLC R8874094](#)

The hearing officers are recommending **approval in part** in the following petitions:

- i. Petitioner Schedule No.: [JAMISON AMANDA, SHERRILL JONATHAN R8871872](#)
- j. Petitioner Schedule No.: [SHAVER GARY D, SHAVER PATRICIA L R0021913](#)

Financial Considerations

While there is a financial implication to Broomfield with the adjustment of property valuations, the valuation of property is handled at the individual property level. The hearing officers are well versed in property valuation and will look at each property individually to determine the actual value of the taxable property based on Colorado statutes by using the appropriate valuation method - the cost approach, sales comparison (market) approach or income approach. The findings presented represent the individual assessment of each property, and not the overall impact to Broomfield's finances.

Prior Council or Other Entity Actions

On February 13, 2024, Council approved [Ordinance 2225](#) transferring the Board of Equalization (BOE) duties from a separate resident board to Council.

On May 28, 2024, Council approved [Resolution No. 2024-41-BOE](#) confirming the appointment of existing hearing officers, appointing a new hearing officer and two new arbitrators.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Staff recommends Council approve the recommendations of the hearing officers in the above referenced abatement petitions. To do so, the appropriate motion is...

That Resolution 2024-89-BOE be adopted.

Alternatives

Do not adopt Resolution 2024-89-BOE. This is not advised and will result in Broomfield not meeting its statutory deadlines for these petitions. Council's role is to review and formalize the recommendations of its hearing officer. It is not an appeal of the hearing officer's recommendation. Should Council find any errors or dispute a finding of a hearing officer recommendation, please bring the item to the attention of the City and County Attorney prior to the meeting for guidance.

The City and County Attorney's Office recommends that Council adopt the hearing officer recommendations as a final action of the Board of Equalization. The taxpayers will be notified of the decision and will have an opportunity to appeal this decision if they are dissatisfied.

RESOLUTION NO. 2024-92-BOE

A resolution approving Hearing Officer recommendations on Abatement Petitions

Recitals.

Whereas, City Council sits as the Broomfield Board of Equalization; and

Whereas, pursuant to C.R.S. §39-1-113 and 39-10-114, City Council appointed independent referees, or hearing officers, experienced in property valuation to conduct hearings on behalf of Broomfield's board of equalization and submit final recommendations to Council for approval; and

Whereas, the petitioners identified below have submitted petitions for abatements or refunds for taxes alleging taxes have been levied erroneously or illegally, whether due to erroneous valuation for assessment, irregularity in levying, clerical error, or overvaluation and the petitioners have submitted evidence of the proposed value for the subject property;

Whereas, on June 11, 2024, June 12, 2024, June 18, 2024 and June 21, 2024, hearings were conducted on the valuation of the properties at issue; and

Whereas, the hearing officers' made findings and recommendations detailed below to Council.

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

Section 1.

The findings and recommendations of the hearing officer on attached Exhibit A are hereby adopted by Council, and based on those recommendations, Council hereby **denies** the petitions listed in Exhibit A.

Section 2.

The findings and recommendations of the hearing officer on attached Exhibit B are hereby adopted by Council, and based on those recommendations, Council hereby **approves in part** the petitions listed in Exhibit B.

Section 3.

The findings and recommendations of the hearing officer on attached Exhibit C are hereby adopted by Council, and based on those recommendations, Council hereby **approves** the petitions listed in Exhibit C.

Section 4.

Council hereby authorizes the Clerk or the Deputy Clerk to make minor administrative modifications to any hearing officer recommendation to correct any calculation error or other similar mistake prior the Clerk's notification to the property owner and or their representative, in a form approved by the City and County Attorney.

Section 5.

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

Approved on July 9, 2024

Board of Equalization

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

Exhibit A
Resolution 2024-92-BOE
Hearing Officer Recommendations of Denial

- a. Petitioner Schedule No.: [BLUE FEDERAL CREDIT UNION R8867036](#)
- b. Petitioner Schedule No.: [KANE BRANDON M AND MANDY A R1076520](#)
- c. Petitioner Schedule No.: [NGUYEN THAOPHUONG LE R2404288](#)
- d. Petitioner Schedule No.: [VOLESKY KEITH, CARTER TAMYRA L R8873330](#)
- e. Petitioner Schedule No.: [NOVONA INVESTMENTS LLC R8867648](#)
- f. Petitioner Schedule No.: [120 MAIN LLC R1112240](#)
- g. Petitioner Schedule No.: [AUTOZONE PARTS INC R8867376](#)
- h. Petitioner Schedule No.: [LUMBER SALISBURY LLC R8874094](#)

Exhibit B
Resolution 2024-92-BOE
Hearing Officer Recommendations of Approval in Part

1. Petitioner Schedule No.: [JAMISON AMANDA, SHERRILL JONATHAN R8871872](#)
2. Petitioner Schedule No.: [SHAVER GARY D, SHAVER PATRICIA L R0021913](#)



BOE Approval of Mutual Agreements for Abatements over \$10,000

Approval of Mutual Agreements for Abatements over \$10,000

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Consent Items Item: 6I
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Correspondence](#)

Approval of Mutual Agreements for Abatements over \$10,000

Attachments

- [BOE Memo - Approval of mutual agreements for abatements over \\$10,000.pdf](#)
- [Resolution 2024-89-BOE - Approval of Mutual Agreements on abatements.pdf](#)

Summary

[View Correspondence](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve the mutual agreements for abatement/refund of property taxes recommended by the Assessor and agreed upon between the Assessor and the petitioners outlined below.

The taxpayers identified below have filed abatement petitions alleging that their property has been overvalued or that their tax levy is levied erroneously. The Assessor recommends approval of these mutual agreements resolving the petitions in the amounts indicated.

If the abatement appeals are approved by Council, the Treasurer’s Office will calculate interest owed and send payment to the taxpayer. The Property Tax Administrator must approve all refunds in excess of \$10,000.00. Upon approval of this resolution, the abatements will be sent to the Property Tax Administrator for further review in accordance with C.R.S §39-2-116. If unsatisfied with Council’s action, a taxpayer may appeal further to the State Board of Assessment Appeals.

In addition, the resolution approving the mutual agreements recommended in this report also includes a policy confirmation from City Council that the Assessor is authorized to review petitions for abatement or refund and settle by written mutual agreement any such petitions in an amount of ten thousand dollars or less per tract, parcel, lot of land, or per schedule of personal property pursuant to C.R.S. §39-1-113(1.5). This has been a long standing practice with the Broomfield Board of Equalization to streamline abatements. Historically, the Board of Equalization has only approved mutual agreements in excess of \$10,000. Confirming this policy by resolution provides for efficiencies and allows tax abatements and refunds to be acted upon in a timely manner. Per state law, all abatements or refunds filed shall be acted upon within six months of the date of the filing of the petition. If this policy were not in place, then all abatement petitions, no matter the dollar value, would be brought to Council, sitting as the Board of Equalization for approval.

Financial Considerations

Petitioner	Taxes Abated/Refunded
DENVER BF PROPERTY LLC R1144339	\$46,367.02

Rationale: Adjusted to the 2022 stipulated value so both tax years (2021 and 2022) have the same value.

UNIVERSITY OF COLORADO HEALTH AUTHORITY R8867037	\$132,713.12
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Rationale: The property is leased to a tax-exempt entity and qualifies for the tax exemption.

Total	\$179,080.14
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Prior Council or Board Of Equalization Actions

On February 13, 2024, Council approved [Ordinance 2225](#) transferring the Board of Equalization (BOE) duties from a separate resident board to Council.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the recommendations of the Assessor and approve the mutual agreements, whose terms are agreed upon by the Assessor and the property owner, the appropriate motion is...

That Resolution 2024-89-BOE be adopted.

Alternatives

Council could deny the abatements and reject the mutual agreements, in which case the petitioners are likely to file for further appeals to the State Board of Assessment Appeals.

RESOLUTION NO. 2024-89-BOE

A resolution approving Mutual Agreements on Abatements over \$10,000

Recitals.

Whereas, City Council sits as the Broomfield Board of Equalization; and

Whereas, pursuant to C.R.S. §39-1-113 and 39-10-114, City Council has considered the recommendations of the Assessor relating to the petitions for abatement or refund as submitted by the taxpayers identified below.

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

Section 1.

The findings and mutual agreement between the petitioners and Assessor over \$10,000 listed below are hereby approved:

1. Petitioner Schedule No.: [DENVER BF PROPERTY LLC R1144339](#)
2. Petitioner Schedule No.: [UNIVERSITY OF COLORADO HEALTH AUTHORITY R8867037](#);

and if the mutual agreements are approved by the Property Tax Administrator, the Treasurer is directed to the abatement of taxes pro rata for all levies applicable to such property, or, in the case of a refund, refund of taxes pro rata by all jurisdictions receiving payment thereof in accordance with state law.

Section 2.

Pursuant to C.R.S. §39-1-113, Council authorizes the assessor to review petitions for abatement or refund and settle by written mutual agreement any such petition for abatement or refund in an amount of ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. This authorization is perpetual until revoked by Council.

Section 3.

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

Approved on July 9, 2024

Board of Equalization

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney



Public Hearing Software Definition Update for Sales Tax (SaaS) - 2nd Reading

Modernize our definition of software by explicitly incorporating Software as a Service (SaaS).

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Action Items Item: 7A
Presented By	
Graham Clark, Deputy Director of Finance	
Community Goals	

Overview

[View Correspondence](#)

These proposed amendments to the Broomfield Municipal Code aim to modernize our definition of software by explicitly incorporating Software as a Service (SaaS). This update is prompted by technological advancements and the widespread adoption of SaaS, ensuring our code accurately reflects the evolving landscape of software delivery models. For clarity, Broomfield has been taxing software, and software as a service under the current code through our municipal home rule authority, and as such this is not a tax policy change. Rather these code revisions are clarifications to provide a comprehensive understanding of software, accommodating the current industry trends and innovations. The code changes match the Colorado Municipal League definitions for software as a service, which standardized the definition and aligns with the definitions used by other local municipalities.

Attachments

[Software as a Service \(SaaS\).pdf](#)

[Ordinance No. 2234.pdf](#)

Summary

[View Correspondence](#)

These proposed amendments to the Broomfield Municipal Code aim to modernize our definition of software by explicitly incorporating Software as a Service (SaaS). This update is prompted by technological advancements and the widespread adoption of SaaS, ensuring our code accurately reflects the evolving landscape of software delivery models.

For clarity, the City has been taxing software, and software as a service under the current code through our municipal home rule authority, and as such this is not a tax policy change. Rather these code revisions are clarifications to provide a comprehensive understanding of software, accommodating the current industry trends and innovations.

The code changes match the Colorado Municipal League definitions for software as a service, which standardized the definition and aligns with the definitions used by other local municipalities.

Financial Considerations

The proposed code revisions are revenue neutral and not intended to change any of the existing tax collection policies.

Prior Council or Other Entity Actions

February 28, 2023 - Council approved [Ordinance No. 2207](#) amending [Chapter 3-04](#) relating to remote sales (i.e. internet sales).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Council desires to proceed with the changes to the Code it is recommended that:

- That Ordinance 2234 be adopted on second reading and further ordered published.

Alternatives

- Make no changes to the Broomfield Municipal Code.
- Make changes to the Broomfield Municipal Code as directed by City Council.

Additional Details

As a home rule entity, Broomfield has the authority to govern the imposition and collection of city and county sales and use taxes independently. The regulations governing these taxes are outlined in the Broomfield Municipal Code (BMC) Chapters 3-04, Sales Tax, and 3-08, Use Tax. In Colorado, there are approximately 70 home rule municipalities, each one establishing the regulations for setting the sales and use tax rates, the base that the rates are applied to, how those taxes are collected, and how remittances of the tax are audited.

The proposed changes to the Broomfield Municipal Code aim to clarify the taxation of Software as a Service (SaaS) to reflect technological advancements and maintain consistency with other Colorado home rule municipalities.

To illustrate how technology has advanced over time, consider tax preparation software like TurboTax. Ten years ago, if a Broomfield taxpayer wanted to complete their taxes they would typically go to a local retailer such as BestBuy or Walmart and purchase a box containing a number of disks, or more recently CDs, with the tax software. The person would pay for their sales tax when they purchased the software at the store and then proceed home to load the software onto a computer to complete their tax return. Now, with the advances in technology, many people skip the step of going to the store to purchase the software, and instead people access the software on the internet (or the cloud) and complete their taxes on-line while still paying for the software services. Staff views this transaction of completing your taxes with software on the internet the same as when a person used to go to the store and physically purchase the software, now one simply skips one step in the process. As a result, staff has consistently indicated to businesses and taxpayers that these types of services are subject to tax within Broomfield.

Background

- **Historical Context:** Since 2018, following recommendations from a task force including the Colorado Municipal League, Broomfield has adopted standardized definitions for more efficient local tax collection. These facilitate easier filing, reporting, and remittance for businesses through tools like the Sales & Use Tax Software (SUTS) system. Make no changes to the Broomfield Municipal Code.
- **Recent Developments:** In 2023, additional definitions were integrated to support the use of SUTS, allowing businesses to manage sales tax obligations across jurisdictions more effectively. Make changes to the Broomfield Municipal Code as directed by City Council.

Current Challenges

- **Historical Context:** Despite ongoing efforts, there remains confusion among business owners regarding SaaS taxation. Historically, software was taxed as tangible personal property, but the digital nature of SaaS has complicated this classification.
- **State vs. Local Tax Policy:** The State of Colorado generally exempts SaaS from taxation, contrasting with Broomfield's approach and leading to misunderstandings among taxpayers.

Proposed Clarifications

- **New Definitions:** To eliminate ambiguity, we propose adding definitions for 'software as a service,' 'software license fee,' 'software maintenance agreement,' and 'software program.' These terms will align with those used by other local jurisdictions and the Colorado Municipal League.
- **Taxation Consistency:** The amendments will affirm that SaaS continues to be taxable in Broomfield, consistent with past practices. This approach counters the state's stance and aligns with the expectations for local tax collection.

Conclusion

The proposed amendments are designed to update and clarify the Broomfield Municipal Code without altering existing tax collection policies. They aim to reduce confusion and ensure that SaaS is appropriately taxed, reflecting both technological progress and our commitment to clear, transparent governance.

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

ORDINANCE NO. 2234

An ordinance amending Chapter 3-04 of the Broomfield Municipal Code to clarify the treatment of Software as a Service

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

Section 1.

Chapter 3-04-070 - Definitions, of the Broomfield Municipal Code is amended as follows:

3-04-070 - Definitions.

As used in this chapter, unless the context clearly indicates otherwise, certain words, terms, and phrases are defined as follows:

- ~~(OO) Software or computer software means and includes any computer software in machine readable or human readable form, including, but not limited to, software contained on cards, tapes, discs, coding sheets, or other medium and including follow up maintenance provided with software purchase. Software includes downloaded software because such programs or data have a physical existence upon the device once downloaded, and software that has been modified, so long as the price of the modifications does not exceed 50% of the price of the unmodified software and excluding software created specifically for the user. For purposes of this definition, modification means actual programming specific to the customer, and the price of modifications shall not include training, installation or customer support but shall be limited to the actual programming or creation thereof specific to the customer.~~
- (OO) *Software as a service*** means software that is rented, leased or subscribed to from a provider and used at the consumer's location, including, but not limited to, applications, systems or programs.
- (PP) *Software license fee*** means a fee charged for the right to use, access, or maintain software programs.
- (QQ) *Software maintenance agreement*** means an agreement, typically with a software provider, that may include (1) provisions to maintain the right to use the software; (2) provisions for software upgrades including code updates, version updates, code fix modifications, enhancements, and added

or new functional capabilities loaded into existing software; or (3) technical support.

- (RR) *Software program* means a sequence of instructions that can be measured, interpreted and executed by an electronic device (e.g. a computer, tablets, smart phones) regardless of the means by which it is accessed (e.g. downloaded) or the medium of conveyance. Software program includes: (1) custom software program, which is a software program prepared to the special order or specifications of a single customer; (2) pre-written software program, which is a software program prepared for sale or license to multiple users, and not to the special order or specifications of a single customer. Pre-written software is commonly referred to as “canned,” “off-the-shelf (“COTS”),” “mass produced” or “standardized;” (3) modified software, which means pre-written software that is altered or enhanced by someone other than the purchaser to create a program for a particular user; and (4) the generic term “software;” “software application,” as well as “updates,” “upgrades,” “patches,” “user exits,” and any items which add or extend functionality to existing software programs.

- (SS) ~~(PP)~~ *Tangible personal property* means personal property . . .

Note: All of the corresponding amendments within Section 3-04-070 are updated to reflect the new lettering with the addition of the new amendments such that the amendments are in alphabetical order.

Section 2.

Chapter 3-04-090 - Property and services taxed, of the Broomfield Municipal Code is amended as follows:

3-04-090 - Property and services taxed.

There is levied and there shall be collected and paid a tax in the amount stated in section 3-04-020 as follows:

- (A) On the purchase price paid or charged upon all sales, leases, and rentals of tangible personal property at retail, unless specifically exempted in section 3-04-100 of this chapter.
- . . .
- (J) Upon the purchase price for digital products, software programs, software as a service, software license fees, and software maintenance agreements; except, that, custom software programs and modified software so long as

the price of the modifications exceeds 50% of the price of the unmodified software shall not be taxable.

Section 4.

If any provision of this ordinance, or the application of such provision to any person or circumstance, is held to be unconstitutional, then the remainder of this ordinance, and the application of the provisions of such to any person or circumstance, shall not be affected thereby.

Section 5.

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 9, 2024, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



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

Ordinance 2239 passed on first reading and is now presented to Council on second reading for a public hearing.

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Action Items Item: 7B
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

Overview

[View Correspondence](#)

At the May 21, 2024 study session, Council gave direction to staff to also prepare a ballot question specific to the recommended changes in "Chapter III, Elections" that would change the referenced state law governing elections from the Colorado Municipal Election Code (Title 31) to the Uniform Election Code (Title I), except as stated in the Charter or in the Code. Proposed Ordinance 2239 contains the Chapter III ballot question. Ordinance 2239 passed on first reading and is now presented to Council on second reading for a public hearing.

Attachments

[Final Proposed Ordinance 2239 Ballot Question \(Elections\) Second Reading .pdf](#)

[Ordinance 2239 - Ballot Question Chapter III - Elections.pdf](#)

Summary

[View Correspondence](#)

Broomfield became a City and County in November 2001, but the [Home Rule Charter](#) has been in effect since 1974. Home rule charters detail the structure and powers of a local government. The Charter has been [amended ten \(10\) times](#) in its history. Each time, the Charter amendment was specific to a certain issue or topic. Broomfield had not undertaken a full review of the Charter since it went into effect in 1974.

On September 27, 2022, City Council established the Charter Review Committee (CRC) to review the Broomfield Charter and make recommendations to Council regarding any needed changes. On March 7, 2023, Council appointed seven members to the CRC. The CRC held 13 meetings, conducting public outreach, and had two town halls between April 3 and November 6, 2023. The CRC presented its recommendations and final report to Council on November 14, 2023.

During April, May and June 2024, Council held Study Sessions for the purpose of reviewing and discussing the CRC's recommendations for changes to Broomfield's Charter, as well as other possible changes suggested by Council members.

At the June 11, 2024 meeting Council considered two ballot questions ordinances on first reading:
Ordinance 2238 - a full Charter replacement reflecting all changes
Ordinance 2239 - a question specific to a change to Chapter III: Elections

Ordinance 2238 failed on first reading and is no longer being considered. Ordinance 2239 passed on first reading and is now presented to Council on second reading for a public hearing.

Chapter III, Elections Ballot Question - Ordinance 2239

At the May 21, 2024 study session, Council gave direction to staff to also prepare a ballot question specific to the changes in Chapter III, Elections that would change the applicable state law governing elections from the Colorado Municipal Election Code (Article 10, Title 31) to the Uniform Election Code (Title 1). This provision has not been changed since 1974 and was not changed when Broomfield became a city and a county in 2001. This change was a priority for staff, particularly the City Clerk and City and County Attorney's office, who frequently were challenged with interpreting differing requirements of the Municipal Election Code as it applied to a consolidated city and county like Broomfield. Proposed Ordinance 2239 contains the Chapter III ballot question.

Background on Broomfield's Charter and the CRC, Ballot Question Process, and Proposed Changes

The background on Broomfield's Charter, the Charter Review Committee, the CRC's recommendations, and Councilmembers' proposed changes to the Charter can be found in the staff memo for the [April 16, 2024](#) Study Session.

Process for Approving a Ballot Question

Charter amendments are permitted by Broomfield's Constitutional Amendment and Section 18.6 of the Charter, which references state statute. Specifically, Broomfield is permitted to "make, amend, add to, or replace its charter..." Colo. Const. Art. XX, Section 10. This permits the City Council to adopt ordinances

with the proposed amendments and ballot titles to be submitted to the voters. Ballot questions can be referred to the voters via an ordinance adopted by the governing body. C.R.S. 31-2-210. All ordinances must be confined to a single subject. See Charter, Section 6.2. “Single subject” means the subject matter has to be “necessarily and properly connected rather than disconnected or incongruous” and not create a situation where there are two distinct purposes. *Hayes v. Spalding*, 2016 CO 24, 1 (Colo. 2016). There can be more than one ballot question put on the ballot. If provisions of two or more proposed amendments adopted or approved at the same election conflict, the amendment receiving the highest affirmative vote shall become effective.

Restriction on Government Support for Ballot Questions

After the ballot question is approved, government funds and resources may not be used in either supporting or opposing the ballot question. Elected officials may use personal time and funds to take positions on ballot issues. Complete copies of the proposed Charter showing all changes will be made available at the City and County Clerk’s office and on the Broomfield website along with other informational materials.

Financial Considerations

For Ordinance 2239, staff does not believe the change will have a direct financial impact on Broomfield operations or the financial impact is more in the terms of staff and Council time and cannot be easily quantified.

Prior Council or Other Entity Actions

[September 27, 2022 Resolution No. 2022-106](#): Council establishes the Charter Review Committee.

[March 7, 2023](#): Council appointed the CRC members.

[April 16, 2024](#), [May 7, 2024](#), and [May 21, 2024](#): Council study sessions to discuss the recommended changes and timing of such changes.

[June 11, 2024](#): Council approved first reading of Ordinance 2239

Boards and Commissions Prior Actions and Recommendations

[November 14, 2023](#): The CRC presented its final report and recommendation to Council.

Proposed Actions / Recommendations

If Council desires to proceed with the ballot question regarding Chapter III, Elections, the appropriate motion is...

That Ordinance 2239 be approved on second reading and published by title.

Alternatives

Do not approve the proposed ballot question.

Ordinance 2239 - Different Between the Title 31, Municipal Election Code and Title 1, the Uniform Election Code

The details of [Title I](#) and [Title 31](#) can both be found on the Secretary of State's website.

As to recalls, per the current Charter, the Colorado Constitution controls and Council is permitted to establish further recall procedures by ordinance. The current Charter states:

Any election official or elected officer of the City may be recalled at any time after 90 days in office by the electors entitled to vote for a successor of such incumbent through the procedure in the manner provided for in Article XXI of the State Constitution. Consistent with the Constitution and this Charter, the Council may provide by ordinance for further recall procedures.

The below chart lists the differences between the Constitution, Title I and Title 31 as to recalls:

Requirement	CCOB Charter	Constitution Art. XXI (state officers; controls if conflict w/ Title I)	Title I (state and county) <i>CRS 1-12-101 et seq</i>	Title 31 (municipal) <i>CRS 31-4-501 et seq</i>
Timing	90 days	At any time	6 months	6 months
Petition signed by # of registered electors		25% of entire vote cast in last election for the same position.	25% of entire vote cast at the last preceding election for all candidates for office which incumbent sought to be recalled.	25% of entire vote cast in last election for the same position.
Signature details		Signature, date of signing, place of residence and street number.	Signature, printed name, address, and date of signature, done in pen.	Signature, printed name, address, and date of signature, done in pen.
Length of general statement for recall		No more than 200 words.	No more than 200 words.	No more than 200 words.
Description of the content of statement for recall		Ground or grounds for which recall is sought; intended for information of the electors.	Ground(s) on which the recall is sought; shall not include any profane or false statements.	Ground(s) on which the recall is sought. intended for information of the electors.
Judge of the statement		The registered electors shall be the sole and exclusive judge of the legality, reasonableness and sufficiency of such grounds assigned for such recall..."	The registered electors are the sole and exclusive judges of the legality, reasonableness, and sufficiency of the ground or grounds assigned for the recall.	The electors are the sole and exclusive judges of the legality, reasonableness, and sufficiency of the grounds assigned for recall.
Statement open for review?		No. "Said ground or grounds shall not be open to review"	The ground or grounds are not open to review.	The grounds are not open to review.

Form of Petition		Full and accurate copy of the title and text of petition	<ul style="list-style-type: none"> • One petition per position. • Set Warnings required to be printed. • General statement • Cost estimate • List of 3 person "committee" that represents all matters affecting the petition 	<ul style="list-style-type: none"> • One petition per position. • Set Warnings required to be printed. • General statement • List of 3-5 person "committee" that represents all matters affecting the petition
Oath of circulator		Person circulating such sheet must make an oath on the sheet that the signatures are genuine and a false oath shall be perjury.	Sworn affidavit of the circulator required	Sworn affidavit of the circulator required
Sufficiency determination		All petitions shall be deemed sufficient if it appears to be signed by the requisite number of signers unless a protest is filed.	Designated election official (CCOB - clerk) has 28 days to determine whether the petition appears sufficient or insufficient - insufficient? It goes back to petition committee; sufficient?	Designated election official must determine sufficiency within 5 business days after the petition is filed.
Protest		A registered elector can file a protest within 15 days after the petition is filed setting forth the grounds for the protest.	15 days from sufficient determination to file protest	15 days from sufficient determination to file protest
Protest Hearing		Protest is mailed and hearing set at a time between 5 days and 10 days after mailing	Protest is mailed and hearing set at a time between 5 days and 10 days after mailing	Conducting within 30 days after the petition is filed.
Protest burden			On the party filing the protest	
Restriction on recall petitions			After one recall petition and election, no further petition may be filed against the same officer during their term unless the petition equals 50% of votes case	After one recall petition and election, no further petition may be filed against the same officer during their term unless the petition equals 50% of votes case
Nearing election			No recall petition can be circulated or filed against an elected whose office is up within 6 months.	No recall petition can be circulated or filed against an elected whose office is up within 6 months.
Cost of election recall			If the incumbent is not recalled, the governing body via resolution	

			approves repayment from the general fund ... money to the incumbent which the incumbent actually expended on the recall. Cap of \$0.40/eligible elector and max of \$10k	
Date of Election				If a regular election is to be held within 180 days from the date of the petition, the special election is held as part of the regular election.
Filling Vacancy		There shall also be printed the names of those persons who have been nominated as candidates to succeed the person sought to be recalled; a person must vote for recall for their vote for the other candidate to be valid. The person being recalled can't be the alternative candidate		

ORDINANCE NO. 2239

An ordinance 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 by Title 1 of the Colorado Revised Statutes, the Uniform Election Code, rather than Colorado Municipal Election Law

Recitals.

WHEREAS, Broomfield became a City and County in November 2001, but the Home Rule Charter has been in effect since 1974. Home rule charters detail the structure and powers of a local government; and

WHEREAS, the Charter has been amended ten (10) times in its history. Each time, the Charter amendment was specific to a certain issue or topic; and

WHEREAS, Broomfield became a city and county in 2001 and, other than Denver, is the only consolidated city and county in the state; and

WHEREAS, as a city and county, Broomfield's clerk is required to fulfill all duties of a county clerk, including all responsibilities for special district, school district, state elections, national elections, and other authorized elections, in addition to Broomfield's local elections; and

WHEREAS, although changes were made to the Charter following Broomfield becoming a city and county, no change has been made to Chapter III of the Charter, which govern elections; and

WHEREAS, Chapter III of the Charter states that elections are governed by the Colorado Municipal Election Law, which is in Article 10 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, Title 1 of the Colorado Revised Statutes is the Uniform Election Code of 1992, and applies to all general, primary, congressional vacancy, school district, special district, ballot issue, and other authorized elections, and "applies to any municipal election conducted as part of a coordinated election *except to the extent that this code conflicts with a specific charter provision.*" Section 1-1-102 of the Colorado Revised Statutes (emphasis added); and

WHEREAS, the Charter Review Committee recommended and staff strongly supported amending the Charter so that all elections in Broomfield would be governed by Title 1, except as otherwise provided in Charter or as Council prescribed by ordinance; and

WHEREAS, this change was a priority for staff, particularly the City Clerk and City and County Attorney's office, who frequently were challenged with interpreting differing requirements of the Municipal Election Code as it applied to a consolidated city and county like Broomfield; and

WHEREAS, related to this amendment, the Charter Review Committee recommended and staff strongly supported amending the Charter so that the term "municipal elections" would be changed to "coordinated elections" to acknowledge that the clerk conducts an election on behalf of Broomfield and at least one other political subdivision on the same day in November. Nothing would change the ability for Broomfield to call a special election.

NOW THEREFORE, be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

The following proposed changes to Chapter III of the Broomfield Charter show in **bold underline** and deleted language shown in ~~strike through~~ below, changing the governing law for elections from Colorado Municipal Election Law to Title 1, shall be submitted to the registered electors of the City as "Proposed Charter Amendment No. 1B" at the November 2024 election:

CHAPTER III ELECTIONS

Section 3.1 Laws Governing Elections.

~~Special and general municipal~~ **All** elections shall be governed by **Title 1 of the Colorado Revised Statutes** ~~the Colorado Municipal Election Law~~ as now existing or hereafter amended or modified, except as otherwise provided in this Charter or as Council may prescribe by ordinance. The Council may by ordinance establish the method for the registration of electors; the number, qualifications and compensation for election judges and clerks; and the boundaries of election precincts. The Council may by ordinance establish an election commission with such powers, duties, terms and qualifications as provided by ordinance.

Section 3.2 ~~Municipal~~ Coordinated and Special Elections.

A ~~general municipal~~ coordinated election shall be held on the first Tuesday in November of each odd-numbered year. Any special ~~municipal~~ election may be called by resolution or ordinance of the Council at least sixty (60) days in advance of such election. The resolution or ordinance calling a special ~~municipal~~ election shall set forth the purpose or purposes of such election. ~~Polling places for all municipal elections shall be open from 7:00 A.M. to 7:00 P.M. on election day.~~

Section 3.3 Precincts.

~~The election precincts of the City shall remain as they existed on the effective date of this Charter until altered by the Council as hereinafter provided.~~ The Council shall by resolution from time to time establish convenient election precincts in accordance with this Charter and statutes.

Section 3.4 Nonpartisan Elections.

All ~~municipal~~ elections for Broomfield shall be nonpartisan. No candidate for any ~~municipal~~ Broomfield elected office shall run under a party label of any kind.

Section 3.5 Recall.

Any election official or elected officer of the City and County may be recalled ~~at any time after 90 days in office~~ by the electors entitled to vote for a successor of such incumbent through the procedure in the manner provided for by Title I of the Colorado Revised Statutes as now existing or hereafter amended or modified, except as otherwise provided in this Charter or as Council may prescribe by ordinance. ~~in Article XXI of the State Constitution. Consistent with the Constitution and this Charter, the Council may provide by ordinance for further recall procedures.~~

Section 3. Ballot Question.

The following ballot title and question shall be placed on the ballot of the November 5, 2024 election for the City and County of Broomfield for consideration by the registered electors:

Proposed Charter Amendment No. 1B (Governing Elections)

Shall Chapter III of the City and County of Broomfield Home Rule Charter be amended to change the law governing elections from Colorado Municipal Election Code to Title 1 (the Uniform Election Code), except as set forth in Charter or Code, and change the term “municipal elections” to “coordinated elections” throughout the Charter in recognition of Broomfield’s status as a city and a county?

_____ Yes/For
_____ No/Against

Section 4. Publication.

Publication of this ordinance in full after final approval constitutes publication of notice of an election upon the proposed amendment pursuant to Section 31-2-210(4) of the Colorado Revised Statutes.

Section 5. Severability.

If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. Effective Date

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

Introduced and approved after first reading on June 11, 2024, and ordered published in full.

Introduced a second time and approved on July 9, 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



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

Council's consideration on first reading of five ordinances containing five separate ballot questions for the November 2024 ballot.

Meeting	Agenda Group
Tuesday, July 9, 2024, 6:00 PM	Action Items Item: 7C
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

Overview

[View Correspondence](#)

Following the discussion during the June 18, 2024 study session, Council directed staff to prepare five additional ballot question ordinances. Those questions are being considered on July 9, 2024 during first reading, and cover the following topics: term limits, rezoning by resolution, publication of ordinances, the Personnel Merit System, and legal and Broomfield's judiciary.

Attachments

[Final Proposed Ordinances for Potential Charter Changes High Priority and Term Limits - First Reading .pdf](#)

[Ordinance 2243 - Ballot Question Section 4.3 - Term Limits .pdf](#)

[Ordinance 2244 - Ballot Question Section 6.4 - Rezone by Resolution .pdf](#)

[Ordinance 2245 - Ballot Question Section 6.9 - Publication of Ordinances on Website.pdf](#)

[Ordinance 2246 - Ballot Question Chapter IX - Personnel Merit System.pdf](#)

[Ordinance 2247 - Ballot Question Chapter X - Legal and Judiciary.pdf](#)

Summary

[View Correspondence](#)

On June 11, 2024, Council considered two Charter change ballot questions ordinances. One of those changes was a full repeal and replacement ballot question encompassing all proposed changes to the Charter. After hearing public comment from residents that bundling Charter changes was not preferred and considering (and ultimately rejecting) the repeal and replace ballot question, Council held a study session on June 18, 2024, to consider presenting other specific Charter change ballot questions to the voters in the November 2024 election. Following the discussion during the June 18, 2024 study session, Council directed staff to prepare five additional ballot question ordinances. Those questions are being considered in separate ordinances for first reading on July 9, 2024. If approved, each ordinance would come back to Council for a second reading and final vote.

- (1) Ordinance 2243: Chapter IV, Section 4.3: Terms of Office - Mayor and Councilmembers
CRC recommendation

Adds term limits for elected officials to be 3 consecutive terms (Note: term limits are not currently in Charter; Broomfield follows state law: 2 terms for 4-year elected terms and 3 terms for 2-year elected terms).

- (2) Ordinance 2244: Chapter VI - Legislation, Section 6.4: Rezone by Resolution
CRC Recommendation; Staff Priority

Revises the language in the Charter to require that land use rezones for a specific property (not a multiple property development) to be approved by resolution, not ordinance.

- (3) Ordinance 2245: Chapter VI - Legislation, Section 6.9: Publication of Ordinances on Website
CRC Recommendation; Staff Priority

Modifies the publication requirement of ordinances so that ordinances are required to be published on the City and County website rather than a newspaper; ordinances can be published in a newspaper upon Council's direction.

- (4) Ordinance 2246: Chapter IX - Personnel Merit System
CRC Recommendation; Staff Priority

This ballot question seeks specific updates to Chapter IX applicable to Broomfield's employees.

A Personnel Merit System (PMS) remains required by the Charter.

Clarifies who is included/excluded in the PMS: includes all Broomfield employees except all department heads, the Chief of Police (new), the deputy/assistant city (new) and county managers, elected officers, Council appointees, temporary employees (new), boards and commission members, and special inquiry contractors

Clarifies language to require the Personnel Merit System provide non-probationary employees a right to administratively appeal any disciplinary action

Removes reference to the Personnel Merit Commission from Charter (note: The Commission still remains in Code and is an active Commission.)

(5) Ordinance 2247: Chapter X - Legal and Judiciary
CRC Recommendation; Staff Priority

This ballot question seeks specific updates to Chapter X to match current operations:

City and County Attorney

Broadens the language to recognize that the City and County Attorney employs staff in addition to attorneys, such as the Risk Manager and paralegals.

Specifies that special counsel works under the direction of the City and County Attorney, who serves at the pleasure of Council

Municipal Court

Revises this section so that the Presiding Judge shall be the “department head” for the Court and will hire and supervise associate judges and such staff as needed by the Court.

Modifies the requirements for removal of a judge to reference the Colorado Code of Judicial Conduct.

Process for Approving a Ballot Question

Charter amendments are permitted by Broomfield’s Constitutional Amendment and Section 18.6 of the Charter, which references state statute. Specifically, Broomfield is permitted to “make, amend, add to, or replace its charter...” Colo. Const. Art. XX, Section 10. This permits the City Council to adopt ordinances with the proposed amendments and ballot titles to be submitted to the voters. Ballot questions can be referred to the voters via an ordinance adopted by the governing body. C.R.S. 31-2-210. All ordinances must be confined to a single subject. See Charter, Section 6.2. “Single subject” means the subject matter has to be “necessarily and properly connected rather than disconnected or incongruous” and not create a situation where there are two distinct purposes. *Hayes v. Spalding*, 2016 CO 24, 1 (Colo. 2016). There can be more than one ballot question put on the ballot. If provisions of two or more proposed amendments adopted or approved at the same election conflict, the amendment receiving the highest affirmative vote shall become effective.

Restriction on Government Support for Ballot Questions

After the ballot question is approved, government funds and resources may not be used in either supporting or opposing the ballot question. Elected officials may use personal time and funds to take positions on ballot issues. Complete copies of the proposed Charter showing all changes will be made available at the City and County Clerk’s office and on the Broomfield website along with other informational materials.

Financial Considerations

Some of the proposed changes to the Charter, if approved by the voters, will have a specific financial impact. Those impacts are listed below.

Section 6.9 Permitting the publication of approved ordinances on Broomfield’s website instead of in a local newspaper is expected to save approximately \$20,000 annually.

For the other proposed changes, staff does not believe the change will have a financial impact on Broomfield operations or the financial impact is more in the terms of staff and Council time and cannot be easily quantified (e.g. adoption of job duties and job descriptions for the Mayor and Council).

Prior Council or Other Entity Actions

[September 27, 2022 Resolution No. 2022-106](#): Council establishes the Charter Review Committee.

[March 7, 2023](#): Council appointed the CRC members.

[April 16, 2024](#), [May 7, 2024](#), and [May 21, 2024](#): Council study sessions to discuss the recommended changes and timing of such changes.

[June 11, 2024](#): Council’s consideration on first reading of a repeal and replace ballot question ordinance ([Proposed Ord. No. 2238](#)) and a Chapter III/elections ballot question ordinance ([Proposed Ord. No. 2239](#)). The repeal and replacement ballot question ordinance failed on first reading.

[June 18, 2024](#): Council study session to discuss potential additional Charter changes to put on the ballot.

Boards and Commissions Prior Actions and Recommendations

[November 14, 2023](#): The CRC presented its final report and recommendation to Council.

Proposed Actions / Recommendations

If Council desires to proceed with the ballot questions, the appropriate motion for each ordinance is:

That Ordinance [*number*] be approved on first reading and published in full, and that a second reading and public hearing take place on August 13, 2024.

Alternatives

Do not approve the proposed ballot question(s), and/or other direction as provided by Council. Any ballot questions must be approved no later than the August 13, 2024 Council meeting to meet state deadlines for the 2024 election.

Background

History: Broomfield became a City and County in November 2001, but the [Home Rule Charter](#) has been in effect since 1974. Home rule charters detail the structure and powers of a local government. The Charter has been [amended ten \(10\) times](#) in its history. Each time, the Charter amendment was specific to a certain issue or topic. Broomfield had not undertaken a full review of the Charter since it went into effect in 1974.

Charter Review Committee: On September 27, 2022, City Council established the Charter Review Committee (CRC) to review the Broomfield Charter and make recommendations to Council regarding any needed changes. The CRC presented its recommendations and final report to Council on November 14, 2023. The background on Broomfield's Charter, the Charter Review Committee, the CRC's recommendations, and Councilmembers' proposed changes to the Charter can be found in the staff memo for the [April 16, 2024](#) Study Session.

Council Study Sessions: During April and May 2024, Council held three Study Sessions for the purpose of reviewing and discussing the CRC's recommendations for changes to Broomfield's Charter, as well as other possible changes suggested by Council members. For the May 21, 2024 study session, staff had prepared a [chart with each potential Charter change](#) for Council to use to rank the priority of each. There are also notes about staff priorities. At these meetings, there was consensus from Council on moving forward with almost all of the Charter Review Committee's recommendations, and some of the Council's proposed changes to the Charter.

Prior Council Direction: At the May 21, 2024 study session, Council gave direction to staff to prepare an ordinance with one ballot question for a full Charter replacement and direction to also prepare a ballot question specific to the changes in Chapter III. After the full Charter replacement question failed, Council held a study session on June 18, 2024. Council directed staff to prepare five additional questions that included the term limits change recommended by the Charter Review Committee and those that were marked as a high priority for staff.

Prior Council Votes: On June 11, 2024, Council considered a repeal and replace ballot question ordinance (Proposed Ord. No. 2238) and a Chapter III/elections ballot question ordinance (Proposed Ord. No. 2239) on first reading. The repeal and replacement ballot question ordinance failed on first reading. The Chapter III election ballot question ordinance was approved on first reading and will be voted on during second reading and public hearing on July 9, 2024.

ORDINANCE NO. 2243

An ordinance 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 IV, Section 4.3 of the Broomfield Charter to Set Term Limits for Elected Officials

Recitals.

WHEREAS, Broomfield became a City and County in November 2001, but the Home Rule Charter has been in effect since 1974. Home rule charters detail the structure and powers of a local government; and

WHEREAS, City Council established a Charter Review Committee to do a comprehensive review of and recommend changes to the Charter; and

WHEREAS, Section 4.3 of the Charter governs the terms of office for Mayor and councilmembers, with the Mayor having a 2-year term and councilmembers having 4-year staggered terms; and

WHEREAS, while the length of terms is set forth in the Charter, there is no provision in the Charter regarding term limits, therefore Broomfield has followed state law which provides for three (3) terms for 2-year elected terms and two (2) terms for 4-year elected terms; and

WHEREAS, currently, the Mayor is limited to three 2-year terms for six years total and councilmembers are limited to two 4-year terms for eight years total; and

WHEREAS, the Charter Review Committee recommended that Broomfield establish its own term limits in Charter and set those limits at three consecutive partial or full terms in office for all elected officials; and

WHEREAS, if approved, this change would establish a Charter-requirement that a mayor is limited to three terms for a total of six years, if elected by the voters, and councilmembers would be limited to three terms for a total of twelve years, if elected by the voters; and

WHEREAS, Charter amendments are permitted by Broomfield's Constitutional Amendment and Section 18.6 of the Charter, and may be referred to the voters via an ordinance adopted by Council.

NOW THEREFORE, be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

Subject to the approval of the registered electors of the City and County of Broomfield, Chapter IV, Section 4.3 of the Broomfield Charter shall be amended with the addition shown in **bold underline** below, establishing term limits for elected officials, which ballot question shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1C” at the November 2024 election:

CHAPTER IV - COUNCIL AND MAYOR

Section 4.3 Terms of Office - Mayor and Councilmembers.

- (a) The terms of office of the councilmembers, including the Mayor, hereafter to be elected in accordance with the provisions of this Charter, shall commence on their taking the oath of office at the ensuing organizational meeting of the City Council held after the election in the year elected and shall continue during the term for which they shall have been elected until their successors shall have been elected and duly qualified.
- (b) On the first Tuesday after the first Monday in November, in the year 1977, the first regular municipal election shall be held under the provisions of this Charter amendment, at which time a Mayor shall be elected from the City at large for a two (2) year term and shall be elected every two years thereafter; and two (2) councilmembers shall be elected from each of the five (5) wards of the City as follows: the candidate receiving the highest number of votes within each ward shall be elected for a four (4) year term and the candidate receiving the next highest number of votes within said ward shall be elected for two (2) year term. Thereafter, each councilmember shall be elected for a four year term.
- (c) **No Mayor or Councilmember shall serve more than three consecutive partial or full terms in office. For the purpose of this Section 4.3, the offices of mayor and councilmember are different offices, a partial term means at least 50% of the regular term, and terms are considered consecutive unless they are at least four years apart.**

Section 3. Ballot Question.

The following ballot title and question shall be placed on the ballot of the November 5, 2024 election for the City and County of Broomfield for consideration by the registered electors:

Proposed Charter Amendment No. 1C (Term Limits)

Shall Section 4.3 of the Broomfield Home Rule Charter be amended to limit a mayor and limit a councilmember to no more than three consecutive terms of office, provided the voters of Broomfield choose to reelect that person?

_____ Yes/For
_____ No/Against

Section 4. Ballot Numbering.

It is Council's intent that the numbers for the Broomfield ballot questions (currently proposed to be 1B through 1G) be as low as possible. In the event that one or more proposed ballot question ordinances are not be approved, Council authorizes staff to modify the ballot number stated above so that the Broomfield Charter change ballot questions are sequential and with the lowest numbers possible.

Section 5. Publication.

Publication of this ordinance in full after final approval constitutes publication of notice of an election upon the proposed amendment pursuant to Section 31-2-210(4) of the Colorado Revised Statutes.

Section 6. Severability.

If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date

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

Introduced and approved after first reading on July 9, 2024, and ordered published in full.

Introduced a second time and approved on August 13, 2024, and further ordered published in full.

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

ORDINANCE NO. 2244

An ordinance 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 VI, Section 6.4 of Broomfield Charter to Permit Rezones by Resolution.

Recitals.

WHEREAS, Broomfield became a City and County in November 2001, but the Home Rule Charter has been in effect since 1974. Home rule charters detail the structure and powers of a local government; and

WHEREAS, City Council established a Charter Review Committee to do a comprehensive review of and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended and staff strongly supported amending the Charter so that rezones for a specific property could be approved by resolution instead of ordinance; and

WHEREAS, this change was a priority for staff because there can be confusion when a land use application is being considered by Council and other related document approvals, such as site development plan amendments or comprehensive plan amendments, can be approved by resolution at one Council meeting, but a rezone must be approved by ordinance at two Council meetings; and

WHEREAS, the public still has ample opportunity to participate in the land use application process, including online engagement, the Land Use Revision Commission public meeting, and/or at the public meeting held by Council; and

WHEREAS, Charter amendments are permitted by Broomfield's Constitutional Amendment and Section 18.6 of the Charter, and may be referred to the voters via an ordinance adopted by Council.

NOW THEREFORE, be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

Subject to the approval of the registered electors of the City and County of Broomfield, Chapter VI, Section 6.4 of the Broomfield Charter shall be amended as shown in **bold underline**, permitting rezoning by resolution at a public meeting, which ballot question shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1D” at the November 2024 election:

CHAPTER VI LEGISLATION

Section 6.4 Action by Ordinance Required.

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

Section 3. Ballot Question.

The following ballot title and question shall be placed on the ballot of the November 5, 2024 election for the City and County of Broomfield for consideration by the registered electors:

Proposed Charter Amendment No. 1D (Rezoning Specific Properties by Resolution)

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

_____ Yes/For
_____ No/Against

Section 4. Ballot Numbering.

It is Council’s intent that the numbers for the Broomfield ballot questions (currently proposed to be 1B through 1G) be as low as possible. In the event that one or more proposed ballot question ordinances are not be approved, Council authorizes staff to modify the ballot number stated above so that the Broomfield Charter change ballot questions are sequential and with the lowest numbers possible.

Section 5. Publication.

Publication of this ordinance in full after final approval constitutes publication of notice of an election upon the proposed amendment pursuant to Section 31-2-210(4) of the Colorado Revised Statutes.

Section 6. Severability.

If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date

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

Introduced and approved after first reading on July 9, 2024, and ordered published in full.

Introduced a second time and approved on August 13, 2024, and further ordered published in full.

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

ORDINANCE NO. 2245

An ordinance 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 VI, Section 6.9 of Broomfield Charter Permitting Publication of Ordinances on the Broomfield Website

Recitals.

WHEREAS, Broomfield became a City and County in November 2001, but the Home Rule Charter has been in effect since 1974. Home rule charters detail the structure and powers of a local government; and

WHEREAS, City Council established a Charter Review Committee to do a comprehensive review of and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended and staff strongly supported amending the Charter so that ordinances are required to be published on the City and County website rather than a newspaper; and

WHEREAS, the proposed change permits ordinances to be published in a newspaper by title upon Council's direction; and

WHEREAS, this change was a priority for staff because of the cost associated with publication in the newspaper as well as a recognition of the use of the website as one of the main sources of information dissemination by the City and County of Broomfield to the community; and

WHEREAS, Charter amendments are permitted by Broomfield's Constitutional Amendment and Section 18.6 of the Charter, and may be referred to the voters via an ordinance adopted by Council.

NOW THEREFORE, be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

Subject to the approval of the registered electors of the City and County of Broomfield, Chapter VI, Section 6.9 of the Broomfield Charter shall be amended as shown in **bold underline**, and deleted language shown in ~~strike through~~ below, permitting publication of ordinances on the City and County of Broomfield website, which ballot question shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1E” at the November 2024 election:

CHAPTER VI LEGISLATION

Section 6.9 Publication of Ordinances.

Pursuant to requirements for publication of ordinances as provided elsewhere in this Charter, ~~said~~ ordinances shall be published **on the City and County’s website, and may also, in the City Council’s discretion, be published by title or in full** in a newspaper of general circulation in the City **and County**.

Section 3. Ballot Question.

The following ballot title and question shall be placed on the ballot of the November 5, 2024 election for the City and County of Broomfield for consideration by the registered electors:

Proposed Charter Amendment No. 1E (Publication of Ordinances on Website)

Shall Section 6.9 of the Broomfield Home Rule Charter be amended to require publication of ordinances on the City and County of Broomfield website and permit, but not require, publication in a newspaper of general circulation?

_____ Yes/For
_____ No/Against

Section 4. Ballot Numbering.

It is Council’s intent that the numbers for the Broomfield ballot questions (currently proposed to be 1B through 1G) be as low as possible. In the event that one or more proposed ballot question ordinances are not be approved, Council authorizes staff to modify the ballot number stated above so that the Broomfield Charter change ballot questions are sequential and with the lowest numbers possible.

Section 5. Publication.

Publication of this ordinance in full after final approval constitutes publication of notice of an election upon the proposed amendment pursuant to Section 31-2-210(4) of the Colorado Revised Statutes.

Section 6. Severability.

If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date

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

Introduced and approved after first reading on July 9, 2024, and ordered published in full.

Introduced a second time and approved on August 13, 2024, and further ordered published in full.

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

ORDINANCE NO. 2246

An ordinance 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 revising Chapter IX of Broomfield Charter, Personnel Merit System

Recitals.

WHEREAS, Broomfield became a City and County in November 2001, but the Home Rule Charter has been in effect since 1974. Home rule charters detail the structure and powers of a local government; and

WHEREAS, City Council established a Charter Review Committee to do a comprehensive review of and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended and staff strongly supported amending the Charter to update Chapter IX relating to the Personnel Merit System for Broomfield; and

WHEREAS, this change was a priority for staff because of the need to update Chapter IX to clarify who is and is not included in the Personnel Merit System and to set forth a specific right for administrative appeals for non-probationary employees; and

WHEREAS, this change also removed the reference to the Personnel Merit Commission from the Charter. The Personnel Merit Commission remains an active commission as set forth in detail in the Broomfield Municipal Code; and

WHEREAS, Charter amendments are permitted by Broomfield's Constitutional Amendment and Section 18.6 of the Charter, and may be referred to the voters via an ordinance adopted by Council.

NOW THEREFORE, be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

Subject to the approval of the registered electors of the City and County of Broomfield, Chapter IX of the Broomfield Charter shall be amended as shown in **bold underline**, and

deleted language shown in ~~strikethrough~~ below, updating Chapter X, which ballot question shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1F” at the November 2024 election:

Section 9.1 Personnel Merit System.

- (a) ~~The City and County shall maintain a Personnel Merit System. Within one year after the effective date of this Charter that City Council shall create and enact a Personnel Merit System and establish a Personnel Merit Commission composed of three (3) registered electors.~~
- (b) The Personnel Merit System shall include all city and county employees ~~within the provision including the police and fire department chiefs and exclude from the system shall be~~ excluding the City and County Manager, deputy and assistant City and County manager(s), department heads ~~excepting the police and fire department heads~~, elective officers, appointees of Council, temporary employees, appointed members of boards and commissions, and persons employed to make or conduct a special inquiry, investigation, examination or installation or audit.
- (c) The Personnel Merit ~~System~~ Commission shall provide any included, non-probationary employee who has been subject to disciplinary action with a right to an administrative appeal, ~~have jurisdiction and final authority to hear and determine appeals by any aggrieved employee who has been subject to disciplinary action of any kind.~~
- ~~(d) The Personnel Merit Commission shall promulgate its own rules and regulations consistent with implementing ordinances adopted by Council.~~

Section 3. Ballot Question.

The following ballot title and question shall be placed on the ballot of the November 5, 2024 election for the City and County of Broomfield for consideration by the registered electors:

**Proposed Charter Amendment No. 1F
(Chapter IX Personnel)**

Shall Chapter IX, Personnel, of the Broomfield Home Rule Charter be amended to:

- update language,
- retain the Personnel Merit System for classified full-time and part-time employees,
- set forth a right in Charter to an administrative appeal,
- clarify that all department heads, the city and county manager, and the deputy/assistant city and county managers are excluded from the Personnel Merit System, and
- remove the reference to the Personnel Merit Commission, which remains in Code?

_____ Yes/For
_____ No/Against

Section 4. Ballot Numbering.

It is Council's intent that the numbers for the Broomfield ballot questions (currently proposed to be 1B through 1G) be as low as possible. In the event that one or more proposed ballot question ordinances are not be approved, Council authorizes staff to modify the ballot number stated above so that the Broomfield Charter change ballot questions are sequential and with the lowest numbers possible.

Section 5. Publication.

Publication of this ordinance in full after final approval constitutes publication of notice of an election upon the proposed amendment pursuant to Section 31-2-210(4) of the Colorado Revised Statutes.

Section 6. Severability.

If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date

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

Introduced and approved after first reading on July 9, 2024, and ordered published in full.

Introduced a second time and approved on August 13, 2024, and further ordered published in full.

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

ORDINANCE NO. 2247

An ordinance 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 revising Chapter X of Broomfield Charter, Legal and Judiciary

Recitals.

WHEREAS, Broomfield became a City and County in November 2001, but the Home Rule Charter has been in effect since 1974. Home rule charters detail the structure and powers of a local government; and

WHEREAS, City Council established a Charter Review Committee to do a comprehensive review of and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended and staff strongly supported amending the Charter to update the provisions applicable to the City and County Attorney and to Municipal Courts; and

WHEREAS, both the City and County Attorney's office and the Municipal Courts have changed since the adoption of the Broomfield Home Rule Charter, and this Chapter has never been updated since 1974; and

WHEREAS, the updates reflected in this proposed change reflect the current operational status of both the City and County Attorney's office and the municipal court; and

WHEREAS, the recommended changes for municipal courts include permitting the presiding judge to hire associate judges as needed, subject to annual appropriates, and amends the grounds for removal of a municipal judge to reference the Colorado Code of Judicial Conduct; and

WHEREAS, Charter amendments are permitted by Broomfield's Constitutional Amendment and Section 18.6 of the Charter, and may be referred to the voters via an ordinance adopted by Council.

NOW THEREFORE, be it ordained by the City Council of the City and County of Broomfield, Colorado:

Section 1.

That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

Subject to the approval of the registered electors of the City and County of Broomfield, Chapter X of the Broomfield Charter shall be amended as shown in **bold underline**, and deleted language shown in ~~striketrough~~ below, updating Chapter X, which ballot question shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1G” at the November 2024 election:

CHAPTER X LEGAL AND JUDICIARY

Section 10.1 City **and County** Attorney.

The Council shall appoint a City **and County** Attorney to serve at the pleasure of Council. The City **and County** Attorney shall be an attorney-at-law admitted to practice in Colorado. The City **and County** Attorney shall be the legal representative of the City **and County** and shall advise the Council and City **and County** officials in matters relating to their official powers and duties and perform such other duties as Council may prescribe by ordinance or resolution. The ~~Council may provide the City~~ **and County** Attorney **shall hire and supervise** such assistants **and staff** as ~~Council may deem~~ necessary, and may on ~~its~~ **their** own motion or upon request of the ~~Council~~ **City Attorney** employ special counsel **to serve under the direction of the city and county attorney.** ~~The~~ Council shall establish compensation for the City **and County** Attorney. ~~and for any assistants and special counsel appointed by the City.~~

Section 10.2 Municipal Court.

- (a) Municipal Judge. There shall be a municipal court vested with exclusive original jurisdiction of all causes arising under the ordinances of the city **and county** and as may be conferred by law. The municipal court shall be presided over and its functions exercised by a **presiding** judge appointed by the Council for a specified term of not less than two years. The Council may reappoint the **presiding** municipal judge for a subsequent term or terms, except that the initial appointment may be for a term of office which expires on the date of the organizational meeting of the Council after the next general election. Any vacancy in the office of **presiding** municipal judge shall be filled by appointment by the council for the remainder of the unexpired term. The **presiding** municipal judge shall be an attorney-at-law admitted to practice in the State of Colorado.
- (b) ~~Deputy Associate~~ Judges. ~~Council~~ **The presiding municipal judge** may appoint one or more ~~deputy associate~~ judges as ~~it~~ **the presiding municipal judge** deems necessary. The ~~deputy associate~~ municipal judge shall have all the powers of the municipal judge when called on to act by the **presiding** municipal judge or the Council. ~~In the event that more than one municipal judge is appointed, the Council shall designate a presiding municipal judge, who shall serve in this capacity during the term for which the municipal judge was appointed.~~ The ~~deputy associate~~ municipal judges shall be attorneys admitted to practice in the State of Colorado. ~~and serve at the pleasure of the Council.~~
- (c) Compensation **for Judges.** The **presiding** municipal judge shall receive a ~~fixed~~ **such** salary or compensation set by the Council which salary or compensation shall not be

dependent upon the outcome of the matters to be decided by the municipal judge. The ~~deputy associate~~ municipal judges may receive such compensation for services rendered as Council the presiding municipal judge may determine and as provided for in the budget, which compensation shall not be dependent upon the outcome of the matters to be decided by the associate judge.

- (d) Removal of Judges. Any municipal judge may be removed from office only for cause, as specified in the statutes applicable to removal of municipal judges, and for any other conduct that would constitute a violation of the Colorado Code of Judicial Conduct, as from time to time amended. ~~A judge may be removed for cause if:~~

- ~~(1) They are found guilty of a felony or any other crime involving moral turpitude;~~
- ~~(2) They have a disability which interferes with the ability to perform their duties, and which is, or is likely to become, of a permanent character;~~
- ~~(3) They have willfully or persistently failed to perform their duties; or~~
- ~~(4) They are habitually intemperate.~~

Section 3. Ballot Question.

The following ballot title and question shall be placed on the ballot of the November 5, 2024 election for the City and County of Broomfield for consideration by the registered electors:

Proposed Charter Amendment No. 1G (Chapter X - Legal and Judiciary)

Shall Chapter X, Legal and Judiciary, of the Broomfield Home Rule Charter be amended to:

- update language,
- permit the City and County Attorney to employ both assistant attorneys and non-attorney staff,
- specify that special counsel works under the direction of the City and County Attorney, who serves at the pleasure of Council,
- recognizes the presiding municipal judge as the Court's department head who can hire and supervise associate judges and court staff, and
- sets the reasons for removal of a judge to be consistent with state statute or conduct that violates the Colorado Code of Judicial Conduct?

_____ Yes/For
_____ No/Against

Section 4. Ballot Numbering.

It is Council's intent that the numbers for the Broomfield ballot questions (currently proposed to be 1B through 1G) be as low as possible. In the event that one or more proposed ballot question ordinances are not approved, Council authorizes staff to modify the ballot number stated above so that the Broomfield Charter change ballot questions are sequential and with the lowest numbers possible.

Section 5. Publication.

Publication of this ordinance in full after final approval constitutes publication of notice of an election upon the proposed amendment pursuant to Section 31-2-210(4) of the Colorado Revised Statutes.

Section 6. Severability.

If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date

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

Introduced and approved after first reading on July 9, 2024, and ordered published in full.

Introduced a second time and approved on August 13, 2024, and further ordered published in full.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



City of Broomfield

City Council Regular Meeting

Assessor Report on Status of 2024 Real and Personal Property Valuation

Meeting	Agenda Group	
Tuesday, July 9, 2024, 6:00 PM	Action Items	Item: 7D
Presented By		
Jay Yamashita		
Community Goals		

Overview

[View Correspondence](#)

This report is submitted pursuant to § 39-8-105(1), C.R.S., and § 39-8-105(2), C.R.S., which states that the Assessor shall report to the County Board of Equalization (BOE) the valuation for assessment of all taxable property in the county. The Assessor is also to provide a list of all persons who have protested and their action in each case.

Attachments

[Memo Assessor Report to BOE on Status of 2024 Property Valuation.pdf](#)

[Resolution 2024-82-BOE - Abstract of Assessment Signature .pdf](#)

[2024 Assessor Level Protest Report.pdf](#)

Summary

[View Correspondence](#)

This report is submitted pursuant to § 39-8-105(1), C.R.S., and § 39-8-105(2), C.R.S., which states that the Assessor shall report to the Board of Equalization (BOE) the valuation for assessment of all taxable property in the county. The Assessor is also to provide a list of all persons who have protested and their action in each case.

The Assessor is also required to provide Council with a list of all persons who have failed to provide any personal property schedules, which are referred to as Non-Filers of Personal Property Declarations. There were 82 Non-Filers of Personal Property Declarations in 2024 as of April 15.

The personal property appeal period for 2024 started on June 15, 2024, and ended on July 1, 2024. All personal property appeals must have been postmarked by July 1, 2024. Emailed appeals must have been received by midnight on July 1, 2024.

The Assessor must value all taxable personal property even when information has not been received from the taxpayer. If the Assessor thinks the taxpayer owns personal property in excess of \$52,000 in total actual value in the county and has not filed a Personal Property Declaration Schedule by the April 15 deadline, the Assessor makes a “Best Information Available” (BIA) valuation and adds a late filing penalty to the account valuation as required by §39-5-116, C.R.S.

The BIA valuations must be based on an itemized list of personal property and associated values, which are typical of a similar business. In all cases, BIA valuations should only be made after extensive research or comparison of the subject property with the valuations of similar properties, and of similar square footage. A BIA valuation is not an arbitrary valuation, nor is it a penalty imposed upon the taxpayer. Taxpayers are always notified when a BIA valuation is made.

The Assessor has a variety of data sources available when determining values according to the BIA valuation. The data sources include the following: comparable property records of like businesses, any historical data that might have been rendered in years prior, supply or sales catalogs for equipment and machinery, or internet companies that auction or sell equipment or furniture (eBay), or websites of specific manufacturer’s equipment for pricing of new and used assets, and/or a physical inspection of the business location.

ASSESSED VALUE CHANGE BETWEEN 12-31-2023 and 6-28-2024 AFTER ASSESSOR LEVEL APPEALS (after appeals for real property only)				
Property Type	2023 (1)	2024 (2)	\$ Change	% Change
Real	\$2,056,151,790	\$2,193,449,180	\$137,297,390	6.68%
Personal Property	\$139,809,930	\$153,545,160	\$13,735,230	9.82%
State Assessed	\$71,618,600	\$71,610,110	-\$8,490	-0.01%

Oil and Gas	\$400,863,300	\$297,219,500	-\$103,643,800	-25.86%
Total Taxable Values	\$2,668,443,620	\$2,715,823,950	\$47,380,330	1.78%
Exempt	\$279,235,340	\$281,429,970	\$2,194,630	0.79%
Total Assessed Value (Taxable)	\$2,947,678,960	\$2,997,253,920	\$49,574,960	1.68%

The above figures are subject to change prior to the abstract and certification on August 25, 2024. The final valuation for the state-assessed property will not be available until August. The above figures are not intended for budgeting purposes.

In addition, it is important to note that 2024 is a non-reappraisal year. The only value changes allowed for the tax year 2024 will be due to assessment rate or value adjustment changes made by the state legislature, new construction (i.e. new homes and commercial buildings, a subdivision of land, additions and renovations, tenant finish), and other modifications to the property.

Over the next several weeks, Broomfield will complete the protest of the property valuations for both real and personal property for 2024. The City Council appointed hearing officers will conduct the hearings and make recommendations to City Council no later than August 5, 2024 for final determination. In accordance with C.R.S. §39-5-123, the Assessor will complete the roll of all taxable property within the county, and no later than August 25th, prepare the abstract of the assessment for delivery to the Property Tax Administrator at the State.

As the period of time between the conclusion of the protest hearings and the deadline for the delivery of the abstract of the assessment is short, staff is requesting that the Mayor be authorized to sign the 2024 Abstract of the Assessment when completed by staff after the completion of the hearings (August 5, 2024) and prior to the deadline of August 25, 2024.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to authorize the Mayor to sign the 2024 Abstract of the Assessment when it is complete the appropriate motion is...

That Resolution 2024-82-BOE be adopted.

Alternatives

Not adopt Resolution 2024-82-BOE in which case staff will come back to City Council at the August 20, 2024 meeting to obtain the same approval of the abstract of the assessment. Staff does not recommend this option due to the short turnaround times for these reports.

RESOLUTION NO. 2024-82-BOE

A resolution authorizing the Mayor to review and sign the 2024 Abstract of Assessment

Recitals.

Whereas, City Council sits as the Broomfield Board of Equalization; and

Whereas, pursuant to C.R.S. §39-8-105, at a meeting of the board of equalization on or before July 15th, the assessor shall report on the valuation for assessment of all taxable real property within the county; and

Whereas, pursuant to C.R.S. §39-5-123, upon the conclusion of hearings by the Broomfield's Board of Equalization, the Assessor shall complete the assessment roll of all taxable property within the county, and no later than August 25 in each year shall prepare the abstract of the assessment; and

Whereas, the Assessor will certify the 2024 Abstract of the Assessment for the City and County of Broomfield and submit it to City Council sitting as the Broomfield Board of Equalization for review, and City Council desires to authorize the Mayor to examine and sign the 2024 Abstract of Assessment and certify that all valuation changes ordered by the Broomfield's Board of Equalization have been incorporated therein.

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

Section 1.

The Mayor is authorized to sign the 2024 Abstract of Assessment for the real and personal property within the boundaries of the City and County of Broomfield, certifying that the Broomfield Board of Equalization has examined the Abstract of Assessment and that all valuation changes ordered by the Broomfield's Board of Equalization have been incorporated therein.

Section 2.

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

Approved on July 9, 2024

Board of Equalization

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

Protest Master Log

BROOMFIELD Assessor

From 04/30/2024 to 06/27/2024, for Tax Year 2024, Level Assessor, Posting Status Any

Rev. #	PR-24-000017	Account	R1112240	Appraiser	BILL STUHLMAN	Log Date	21-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-363-08-005	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	120 MAIN LLC			NOV	982,080	367,920	1,350,000
Decision	A - ADJUSTED					Adjusted	982,080	337,920	1,320,000
						Change	0	(30,000)	(30,000)
Rev. #	PR-24-000020	Account	R1129427	Appraiser	BILL STUHLMAN	Log Date	21-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-364-10-004	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	AEW LT BROOMFIELD TOWN CENTRE LLC			NOV	731,760	394,280	1,126,040
Decision	D - DENIED					Adjusted	731,760	394,280	1,126,040
						Change	0	0	0
Rev. #	PR-24-000021	Account	R1129428	Appraiser	BILL STUHLMAN	Log Date	21-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-364-10-005	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	AEW LT BROOMFIELD TOWN CENTRE LLC			NOV	396,410	106,370	502,780
Decision	D - DENIED					Adjusted	396,410	106,370	502,780
						Change	0	0	0
Rev. #	PR-24-000036	Account	R8867031	Appraiser	BILL STUHLMAN	Log Date	30-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1717-023-16-001	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	AHP REAL 3 DENVER SPV LLC			NOV	2,146,030	13,143,970	15,290,000
Decision	A - ADJUSTED					Adjusted	2,146,030	12,103,970	14,250,000
						Change	0	(1,040,000)	(1,040,000)
Rev. #	PR-24-000018	Account	R0014810	Appraiser	DON DELAY	Log Date	21-May-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-173-02-027	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	ALDERMAN MATTHEW			NOV	460,000	491,260	951,260
Decision	A - ADJUSTED					Adjusted	460,000	440,000	900,000
						Change	0	(51,260)	(51,260)
Rev. #	PR-24-000011	Account	R8863574	Appraiser	DON DELAY	Log Date	15-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1467-271-01-001	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	ALEXANDER KIOTEE			NOV	327,250	422,750	750,000
Decision	D - DENIED					Adjusted	327,250	422,750	750,000
						Change	0	0	0
Rev. #	PR-24-000033	Account	R0022685	Appraiser	BRIAN DOEHLER	Log Date	29-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-311-29-008	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	AMERICAN HOMES 4 RENT PROPERTIES NINE LLC			NOV	135,000	420,470	555,470
Decision	D - DENIED					Adjusted	135,000	420,470	555,470
						Change	0	0	0

Protest Master Log

BROOMFIELD Assessor

From 04/30/2024 to 06/27/2024, for Tax Year 2024, Level Assessor, Posting Status Any

Rev. #	PR-24-000016	Account	R8867376	Appraiser	BILL STUHLMAN	Log Date	21-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-213-03-006	Type	EMAIL	Act. Land	Act. Imp.	Total	
By	AGENT	Owner	AUTOZONE PARTS INC			NOV	900,000	820,800	1,720,800
Decision	A - ADJUSTED					Adjusted	900,000	782,560	1,682,560
						Change	0	(38,240)	(38,240)
Rev. #	PR-24-000060	Account	R1017466	Appraiser	PHIL GUTHERLESS	Log Date	10-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1575-251-03-009	Type	EMAIL	Act. Land	Act. Imp.	Total	
By	AGENT	Owner	BAF ASSETS 5 LLC			NOV	130,000	360,080	490,080
Decision	D - DENIED					Adjusted	130,000	360,080	490,080
						Change	0	0	0
Rev. #	PR-24-000046	Account	R1129167	Appraiser	PHIL GUTHERLESS	Log Date	03-Jun-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-252-22-007	Type	MAIL	Act. Land	Act. Imp.	Total	
By	OWNER	Owner	BATRA JATINDER P SINGH			NOV	240,000	698,150	938,150
Decision	D - DENIED					Adjusted	240,000	698,150	938,150
						Change	0	0	0
Rev. #	PR-24-000024	Account	R8864403	Appraiser	BRIAN DOEHLER	Log Date	22-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-301-30-002	Type	EMAIL	Act. Land	Act. Imp.	Total	
By	OWNER	Owner	BEBBINGTON JAMES JOSEPH			NOV	0	524,520	524,520
Decision	D - DENIED					Adjusted	0	524,520	524,520
						Change	0	0	0
Rev. #	PR-24-000047	Account	R0014800	Appraiser	DON DELAY	Log Date	04-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-172-01-056	Type	MAIL	Act. Land	Act. Imp.	Total	
By	OWNER	Owner	BENBRIK JAMAL			NOV	350,000	689,230	1,039,230
Decision	A - ADJUSTED					Adjusted	350,000	580,000	930,000
						Change	0	(109,230)	(109,230)
Rev. #	PR-24-000010	Account	R8874864	Appraiser	DON DELAY	Log Date	13-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1467-273-06-039	Type	EMAIL	Act. Land	Act. Imp.	Total	
By	OWNER	Owner	BOOTS SAMANTHA LYNN			NOV	160,000	543,560	703,560
Decision	A - ADJUSTED					Adjusted	160,000	523,000	683,000
						Change	0	(20,560)	(20,560)
Rev. #	PR-24-000037	Account	R8870212	Appraiser	PHIL GUTHERLESS	Log Date	30-May-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1717-023-36-002	Type	EMAIL	Act. Land	Act. Imp.	Total	
By	AGENT	Owner	BROOMFIELD MULTIFAMILY DST			NOV	10,800,000	115,200,000	126,000,000
Decision	D - DENIED					Adjusted	10,800,000	115,200,000	126,000,000
						Change	0	0	0

Protest Master Log

BROOMFIELD Assessor

From 04/30/2024 to 06/27/2024, for Tax Year 2024, Level Assessor, Posting Status Any

Rev. #	PR-24-000027	Account	R0023017	Appraiser	BRIAN DOEHLER	Log Date	28-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-312-07-008	Type	PERSON	Act. Land		Act. Imp.	Total
By	OWNER	Owner	BUI THOMAS			NOV	160,000	570,390	730,390
Decision	A - ADJUSTED					Adjusted	160,000	530,000	690,000
						Change	0	(40,390)	(40,390)
Rev. #	PR-24-000039	Account	R8862701	Appraiser	DON DELAY	Log Date	30-May-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-171-02-058	Type	EMAIL	Act. Land		Act. Imp.	Total
By	OWNER	Owner	BULLARD FAMILY TRUST			NOV	475,000	1,968,800	2,443,800
Decision	A - ADJUSTED					Adjusted	475,000	1,625,000	2,100,000
						Change	0	(343,800)	(343,800)
Rev. #	PR-24-000019	Account	R1015896	Appraiser	BILL STUHLMAN	Log Date	21-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-341-10-001	Type	EMAIL	Act. Land		Act. Imp.	Total
By	AGENT	Owner	CIRCLE K STORES INC			NOV	1,028,060	424,140	1,452,200
Decision	D - DENIED					Adjusted	1,028,060	424,140	1,452,200
						Change	0	0	0
Rev. #	PR-24-000006	Account	R0014958	Appraiser	DON DELAY	Log Date	07-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-194-04-002	Type	PERSON	Act. Land		Act. Imp.	Total
By	OWNER	Owner	DIAMOND CHARLES E			NOV	225,000	855,500	1,080,500
Decision	D - DENIED					Adjusted	225,000	855,500	1,080,500
						Change	0	0	0
Rev. #	PR-24-000053	Account	R8874699	Appraiser	DON DELAY	Log Date	06-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1467-273-03-016	Type	EMAIL	Act. Land		Act. Imp.	Total
By	OWNER	Owner	DIXIT ANANTKUMAR BALMUKUND			NOV	120,000	526,700	646,700
Decision	A - ADJUSTED					Adjusted	120,000	480,000	600,000
						Change	0	(46,700)	(46,700)
Rev. #	PR-24-000029	Account	R0020424	Appraiser	BRIAN DOEHLER	Log Date	29-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-291-12-001	Type	EMAIL	Act. Land		Act. Imp.	Total
By	AGENT	Owner	DWF VI ATLAS SFR - CO LLC			NOV	120,000	378,360	498,360
Decision	A - ADJUSTED					Adjusted	120,000	355,000	475,000
						Change	0	(23,360)	(23,360)
Rev. #	PR-24-000032	Account	R0020203	Appraiser	BRIAN DOEHLER	Log Date	29-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-291-01-004	Type	EMAIL	Act. Land		Act. Imp.	Total
By	AGENT	Owner	ELBERT SFR LLC			NOV	114,000	370,000	484,000
Decision	D - DENIED					Adjusted	114,000	370,000	484,000
						Change	0	0	0

Protest Master Log

BROOMFIELD Assessor

From 04/30/2024 to 06/27/2024, for Tax Year 2024, Level Assessor, Posting Status Any

Rev. #	PR-24-000005	Account	R1114356	Appraiser	PHIL GUTHERLESS	Log Date	03-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-254-35-013	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	ELLIOTT MATTHEW A AND AILI			NOV	155,000	575,000	730,000
Decision	D - DENIED					Adjusted	155,000	575,000	730,000
						Change	0	0	0
Rev. #	PR-24-000052	Account	R0014867	Appraiser	DON DELAY	Log Date	06-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-171-04-039	Type	PERSON		Act. Land	Act. Imp.	Total
By	OWNER	Owner	FRANKS CLINTON D			NOV	350,000	1,441,980	1,791,980
Decision	A - ADJUSTED					Adjusted	350,000	1,000,000	1,350,000
						Change	0	(441,980)	(441,980)
Rev. #	PR-24-000045	Account	R1087853	Appraiser	BILL STUHLMAN	Log Date	03-Jun-24	NOD Date	27-Jun-24
Level	Assessor	Parcel No.	1575-341-19-002	Type	MAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	GATEWAY-BROOMFIELD LLC			NOV	1,263,020	1,560,530	2,823,550
Decision	D - DENIED					Adjusted	1,263,020	1,560,530	2,823,550
						Change	0	0	0
Rev. #	PR-24-000061	Account	R8869996	Appraiser	BILL STUHLMAN	Log Date	11-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1575-343-14-004	Type	MAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	GENESIS WBF HOTEL PROPERTY LLC			NOV	1,903,950	9,076,050	10,980,000
Decision	D - DENIED					Adjusted	1,903,950	9,076,050	10,980,000
						Change	0	0	0
Rev. #	PR-24-000055	Account	R8877894	Appraiser	DON DELAY	Log Date	07-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-084-11-001	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	GOLLA VENKATA KRISHNA			NOV	350,000	1,282,230	1,632,230
Decision	A - ADJUSTED					Adjusted	350,000	1,150,000	1,500,000
						Change	0	(132,230)	(132,230)
Rev. #	PR-24-000054	Account	R8877895	Appraiser	DON DELAY	Log Date	07-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-084-11-002	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	GOLLA VENKATA KRISHNA			NOV	350,000	0	350,000
Decision	D - DENIED					Adjusted	350,000	0	350,000
						Change	0	0	0
Rev. #	PR-24-000042	Account	R8874953	Appraiser	DON DELAY	Log Date	03-Jun-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1467-273-05-072	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	JALLURI RAVI KUMAR			NOV	160,000	660,290	820,290
Decision	D - DENIED					Adjusted	160,000	660,290	820,290
						Change	0	0	0

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Rev. #	PR-24-000013	Account	R8862127	Appraiser	DON DELAY	Log Date	15-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-183-12-003	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	JEL COLLECTIVE LLC			NOV	448,000	1,234,000	1,682,000
Decision	D - DENIED					Adjusted	448,000	1,234,000	1,682,000
						Change	0	0	0
Rev. #	PR-24-000014	Account	R8868499	Appraiser	DON DELAY	Log Date	15-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-053-09-067	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	JEL COLLECTIVE LLC			NOV	200,000	720,680	920,680
Decision	D - DENIED					Adjusted	200,000	720,680	920,680
						Change	0	0	0
Rev. #	PR-24-000001	Account	R0106404	Appraiser	BRIAN DOEHLER	Log Date	01-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-321-18-012	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	KAYLOR ANJANETTE D.			NOV	140,000	430,910	570,910
Decision	A - ADJUSTED					Adjusted	140,000	426,360	566,360
						Change	0	(4,550)	(4,550)
Rev. #	PR-24-000041	Account	R0115555	Appraiser	BRIAN DOEHLER	Log Date	30-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-203-04-037	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	KRAGTEN FORREST L.			NOV	166,400	569,180	735,580
Decision	A - ADJUSTED					Adjusted	166,400	493,600	660,000
						Change	0	(75,580)	(75,580)
Rev. #	PR-24-000015	Account	R8862706	Appraiser	DON DELAY	Log Date	17-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-171-02-072	Type	PERSON		Act. Land	Act. Imp.	Total
By	OWNER	Owner	KRISTOFF DAVID G.			NOV	475,000	2,127,880	2,602,880
Decision	D - DENIED					Adjusted	475,000	2,127,880	2,602,880
						Change	0	0	0
Rev. #	PR-24-000022	Account	R8871847	Appraiser	DON DELAY	Log Date	21-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1467-334-04-023	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	LU ALEXANDER K			NOV	170,000	918,180	1,088,180
Decision	A - ADJUSTED					Adjusted	170,000	880,000	1,050,000
						Change	0	(38,180)	(38,180)
Rev. #	PR-24-000034	Account	R8874914	Appraiser	DON DELAY	Log Date	29-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1467-273-07-032	Type	PERSON		Act. Land	Act. Imp.	Total
By	OWNER	Owner	MALKAN SANJIV RASIKCHANDRA AND ALPA SANJIV			NOV	160,000	797,290	957,290
Decision	A - ADJUSTED		MALKAN REVOCABLE LIVING TRUST			Adjusted	160,000	648,000	808,000
						Change	0	(149,290)	(149,290)

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Rev. #	PR-24-000003	Account	R1118403	Appraiser	PHIL GUTHERLESS	Log Date	02-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-263-19-010	Type	MAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	MASSEY SALLY D			NOV	160,000	604,390	764,390
Decision	D - DENIED					Adjusted	160,000	604,390	764,390
						Change	0	0	0
Rev. #	PR-24-000009	Account	R8877332	Appraiser	DON DELAY	Log Date	09-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-042-20-053	Type	PERSON		Act. Land	Act. Imp.	Total
By	OWNER	Owner	MCGOWAN AUSTIN M.			NOV	160,000	693,220	853,220
Decision	A - ADJUSTED					Adjusted	160,000	573,780	733,780
						Change	0	(119,440)	(119,440)
Rev. #	PR-24-000058	Account	R8874990	Appraiser	DON DELAY	Log Date	10-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-173-19-002	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	MCVAY JAMIE LEIGH			NOV	300,000	1,272,780	1,572,780
Decision	A - ADJUSTED					Adjusted	300,000	1,118,000	1,418,000
						Change	0	(154,780)	(154,780)
Rev. #	PR-24-000048	Account	R8875838	Appraiser	DON DELAY	Log Date	05-Jun-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-042-19-051	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	MEHTA KRUNAL			NOV	104,000	476,380	580,380
Decision	A - ADJUSTED					Adjusted	104,000	416,000	520,000
						Change	0	(60,380)	(60,380)
Rev. #	PR-24-000049	Account	R8868563	Appraiser	DON DELAY	Log Date	05-Jun-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-082-08-064	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	MEHTA KRUNAL VIJAY			NOV	200,000	694,800	894,800
Decision	D - DENIED					Adjusted	200,000	694,800	894,800
						Change	0	0	0
Rev. #	PR-24-000038	Account	R8875699	Appraiser	PHIL GUTHERLESS	Log Date	30-May-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1717-024-24-002	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	MOUNTAIN VIEW (WADSWORTH PHASE ONE) LLC			NOV	8,280,000	79,488,000	87,768,000
Decision	D - DENIED					Adjusted	8,280,000	79,488,000	87,768,000
						Change	0	0	0
Rev. #	PR-24-000012	Account	R8869684	Appraiser	MICAH HAYWARD	Log Date	15-May-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-314-46-001	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	MOUNTAIN WEST CAPITAL PARTNERS LLC			NOV	1,223,000	0	1,223,000
Decision	D - DENIED					Adjusted	1,223,000	0	1,223,000
						Change	0	0	0

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Rev. #	PR-24-000025	Account	R8877366	Appraiser	DON DELAY	Log Date	23-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-042-20-089	Type	PERSON		Act. Land	Act. Imp.	Total
By	OWNER	Owner	NELSON KATHRYN M.			NOV	160,000	589,500	749,500
Decision	A - ADJUSTED					Adjusted	160,000	516,800	676,800
						Change	0	(72,700)	(72,700)
Rev. #	PR-24-000050	Account	R8873428	Appraiser	MICAH HAYWARD	Log Date	05-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-043-11-002	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	NP INDUSTRIAL TWO LLC			NOV	2,695,500	17,896,840	20,592,340
Decision	D - DENIED					Adjusted	2,695,500	17,896,840	20,592,340
						Change	0	0	0
Rev. #	PR-24-000026	Account	R8874938	Appraiser	DON DELAY	Log Date	28-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1467-273-07-056	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	PANDEY NITESH			NOV	160,000	824,790	984,790
Decision	A - ADJUSTED					Adjusted	160,000	648,000	808,000
						Change	0	(176,790)	(176,790)
Rev. #	PR-24-000057	Account	R2404108	Appraiser	MICAH HAYWARD	Log Date	10-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1717-021-16-038	Type	MAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	PERRY FAMILY LIMITED LIABILITY COMPANY			NOV	507,710	1,133,230	1,640,940
Decision	D - DENIED					Adjusted	507,710	1,133,230	1,640,940
						Change	0	0	0
Rev. #	PR-24-000040	Account	R0112693	Appraiser	BRIAN DOEHLER	Log Date	30-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-194-17-006	Type	PERSON		Act. Land	Act. Imp.	Total
By	OWNER	Owner	PETERS LEE FERRIS AND CATHY LYNN			NOV	250,000	985,320	1,235,320
Decision	A - ADJUSTED					Adjusted	250,000	935,000	1,185,000
						Change	0	(50,320)	(50,320)
Rev. #	PR-24-000028	Account	R0023121	Appraiser	BRIAN DOEHLER	Log Date	29-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-312-13-007	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	PROGRESS RESIDENTIAL BORROWER 21 LLC			NOV	160,000	450,780	610,780
Decision	A - ADJUSTED					Adjusted	160,000	431,450	591,450
						Change	0	(19,330)	(19,330)
Rev. #	PR-24-000004	Account	R0014816	Appraiser	DON DELAY	Log Date	03-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-173-02-036	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	RAY INTERNATIONAL TRUST			NOV	300,000	1,244,200	1,544,200
Decision	A - ADJUSTED					Adjusted	300,000	1,050,100	1,350,100
						Change	0	(194,100)	(194,100)

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Rev. #	PR-24-000051	Account	R8873849	Appraiser	BILL STUHLMAN	Log Date	05-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1717-031-22-005	Type	PERSON		Act. Land	Act. Imp.	Total
By	AGENT	Owner	RITE-A-WAY LLC			NOV	1,822,980	7,977,020	9,800,000
Decision	D - DENIED					Adjusted	1,822,980	7,977,020	9,800,000
						Change	0	0	0
Rev. #	PR-24-000002	Account	R1144476	Appraiser	BRIAN DOEHLER	Log Date	02-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-244-18-008	Type	MAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	RIVER LILITH			NOV	220,000	852,020	1,072,020
Decision	A - ADJUSTED					Adjusted	220,000	742,000	962,000
						Change	0	(110,020)	(110,020)
Rev. #	PR-24-000059	Account	R0023374	Appraiser	BRIAN DOEHLER	Log Date	10-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-314-01-035	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	SFR BORROWER 2024-A LLC			NOV	135,000	545,370	680,370
Decision	A - ADJUSTED					Adjusted	135,000	510,000	645,000
						Change	0	(35,370)	(35,370)
Rev. #	PR-24-000007	Account	R8861736	Appraiser	DON DELAY	Log Date	08-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-124-01-004	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	SHIMER SCOTT ANDREW			NOV	504,000	1,076,000	1,580,000
Decision	D - DENIED					Adjusted	504,000	1,076,000	1,580,000
						Change	0	0	0
Rev. #	PR-24-000035	Account	R8865227	Appraiser	DON DELAY	Log Date	30-May-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-171-07-005	Type	PERSON		Act. Land	Act. Imp.	Total
By	OWNER	Owner	SMITH FAMILY TRUST			NOV	475,000	2,652,510	3,127,510
Decision	D - DENIED					Adjusted	475,000	2,652,510	3,127,510
						Change	0	0	0
Rev. #	PR-24-000023	Account	R1060486	Appraiser	PHIL GUTHERLESS	Log Date	21-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-274-05-069	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	SPEDDEN JONATHAN M.			NOV	135,000	379,140	514,140
Decision	A - ADJUSTED					Adjusted	135,000	352,210	487,210
						Change	0	(26,930)	(26,930)
Rev. #	PR-24-000044	Account	R8868682	Appraiser	BILL STUHLMAN	Log Date	03-Jun-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1575-363-63-001	Type	MAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	STULU LLC			NOV	580,250	4,674,930	5,255,180
Decision	D - DENIED					Adjusted	580,250	4,674,930	5,255,180
						Change	0	0	0

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Rev. #	PR-24-000008	Account	R0023104	Appraiser	BRIAN DOEHLER	Log Date	08-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-312-12-006	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	TIMMONS ELLA			NOV	160,000	614,200	774,200
Decision	A - ADJUSTED					Adjusted	160,000	553,200	713,200
						Change	0	(61,000)	(61,000)
Rev. #	PR-24-000043	Account	R0023601	Appraiser	BILL STUHLMAN	Log Date	03-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1573-314-10-007	Type	MAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	TWIN STAR ENERGY LLC			NOV	630,000	373,310	1,003,310
Decision	D - DENIED					Adjusted	630,000	373,310	1,003,310
						Change	0	0	0
Rev. #	PR-24-000056	Account	R8861764	Appraiser	DON DELAY	Log Date	10-Jun-24	NOD Date	26-Jun-24
Level	Assessor	Parcel No.	1575-131-03-002	Type	EMAIL		Act. Land	Act. Imp.	Total
By	OWNER	Owner	WELLMAN JENNIFER JANE			NOV	392,000	1,168,250	1,560,250
Decision	A - ADJUSTED					Adjusted	392,000	1,127,250	1,519,250
						Change	0	(41,000)	(41,000)
Rev. #	PR-24-000031	Account	R0023266	Appraiser	BRIAN DOEHLER	Log Date	29-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-312-16-024	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	YAMASA CO. LTD.			NOV	166,400	446,600	613,000
Decision	D - DENIED					Adjusted	166,400	446,600	613,000
						Change	0	0	0
Rev. #	PR-24-000030	Account	R0112710	Appraiser	BRIAN DOEHLER	Log Date	29-May-24	NOD Date	06-Jun-24
Level	Assessor	Parcel No.	1573-192-12-008	Type	EMAIL		Act. Land	Act. Imp.	Total
By	AGENT	Owner	YAMASA CO. LTD.			NOV	120,000	487,300	607,300
Decision	A - ADJUSTED					Adjusted	120,000	475,000	595,000
						Change	0	(12,300)	(12,300)

TotalProtests 61

Decision Type	Protest Count
A - ADJUSTED	30
D - DENIED	31