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Tuesday, December 3, 2024, 6:00 PM

One DesCombes Drive

Broomfield, CO 80020

[View Correspondence](#)

[View Presentations](#)

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## 1. Meeting Commencement

1A. Pledge of Allegiance

1B. Review and Approval of Agenda

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## 2. Petitions and Communications

2A. Recognition of Holy Family High School State Champion Soccer Team

2B. Holiday Tree Lighting Presentation

2C. Brian Mason, District Attorney, Presentation

A presentation to the Mayor and Council by the District Attorney for Colorado's 17th Judicial District serving Adams and Broomfield counties

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## 3. Councilmember Reports

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## 4. Public Comment

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## 5. Reports

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## 6. Consent Items

6A. Approval of Minutes

Approval of minutes from November 12, 2024 Regular Council Meeting

6B. Proposed Resolution for continuation of the Partial Property Tax Refund Program for 2025

— Resolution 2024-105 authorizing the continuation of the Partial Property Tax Refund Program for the 2025 program year

6C. Proposed Resolution for Broomfield Heights Stormwater and Pedestrian Improvements Construction Agreement

— Resolution No. 2024-84 authorizing a construction agreement with American West Construction LLC for the Broomfield Heights Stormwater and Pedestrian Improvements.

6D. Proposed Resolution for an IGA Amendment with CDOT for the US287/120th Sidepath Infill Project

— Resolution 2024-157 approving an amendment to the IGA between Broomfield and the Colorado Department of Transportation for the US 287/120th Ave Sidepath Infill and Transit Access Improvements

- 6E. Proposed Resolution Third Amendment and Restated IGA for Secure Transport; Ordinance to Repeal the Ambulance Program - First Reading
- Resolution No. 2024-170 to Adopt the Third Amended and Restated IGA for Secure Transportation Licensing and Inspection
  - Ordinance No. 2024-2260 Repealing Ambulance Services licensing Chapter 5-40 - First Reading
- 6F. Proposed Resolution for the Assignment of Rights under HB 24-1175 to Broomfield Housing Alliance (BHA)
- Resolution No. 2024-161 authorizing an agreement assigning the Right of First Refusal and Right of First Offer to Purchase created under HB24-1175 to the Broomfield Housing Alliance
- 6G. Proposed Resolution for Brother's Redevelopment Home Rehabilitation Contract
- Resolution 2024-167 Authorizing a Subrecipient Subaward Agreement between the City and County of Broomfield and Brother's Redevelopment for Housing Rehabilitation Services
- 6H. Proposed Resolution approving an IGA with the Judicial Department
- Resolution 2024-172 Approving an IGA with the Colorado Judicial Department for the Provision of a Juror List
- 6I. Fourth Amendment to the 2024 Broomfield Budget
- Resolution No. 2024-156 Approving the Fourth Amendment to the 2024 Broomfield Budget
- 6J. Contract Renewals for the 2025 Air Quality Monitoring Program
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## 7. Action Items

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- 7A. Public Hearing - Palisade Park Filing 1 Replat E (QuikTrip) FP & SDP/URSP
- Resolution No. 2024-143 A Resolution Approving Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip) Final Plat and Site Development Plan
  - Resolution No. 2024-168-UR A Resolution Approving Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip) Urban Renewal Site Plan
- 7B. BURA - Public Hearing - Palisade Park Filing 1 Replat E (QuikTrip) FP SDP/URSP  
(*Broomfield Urban Renewal Authority - BURA*)
- This item will be reviewed concurrently with item 7A. Please see item 7A for memo and resolutions.
- 7C. Public Hearing - Ordinance for Wadsworth Station Reimbursement Assessment District - Second Reading
- Ordinance No. 2250 Wadsworth Station Reimbursement Assessment District - Second Reading
- 7D. Public Hearing - Ordinance Delegating Penalty Assessment to BPHE for violation of the Food Protection Act - Second Reading
- Ordinance No. 2258 Delegating Penalty Assessment and Suspension of a License for Imminent Health Hazard from the Board of Health to the Department of Public Health and Environment for violation of the Food Protection Act.

7E. Proposed Resolution for an Amendment to the BHA IGA for 2025 Operational Support Funding  
— Resolution No. 2024-162 Second Amendment to the IGA with the Broomfield Housing Alliance

7F. Proposed Resolution Rescheduling Certain Regularly Scheduled Meetings of the City Council For 2025  
— Resolution No. 2024-126 rescheduling certain regularly scheduled meetings of the City Council for 2025

8. Mayor and Councilmember Requests for Future Action

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9. Adjournment

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

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

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



*Date Posted: November 27, 2024*



# City and County of Broomfield

## City Council Regular Meeting

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### B. Holiday Tree Lighting Presentation

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Petitions and Communications Item: 2B.
Community Goals	

## Overview

[View Correspondence](#)

The Parks, Recreation, and Senior Services Department is hosting the annual Holiday Tree Lighting Ceremony on Friday, December 6, 2024, at the George Di Ciero Building. The event includes the tree lighting, live performances, free holiday cookies, and hayrides.

City Council members are invited to attend.

### Attachments

[Memo for Tree Lighting.pdf](#)



# Summary

[View Correspondence](#)

On Friday, December 6, 2024, beginning at 6 p.m. the City and County of Broomfield will hold the Annual Holiday Tree Lighting Ceremony.

City Council is invited to be a part of this annual community event where Broomfield welcomes Santa Claus at the George Di Ciero City and County Building.

The event begins with a welcome from the Mayor, followed by the lighting of the Holiday Tree, sending a signal to Santa Claus for his arrival on one of North Metro’s Fire District’s fire engines.

Once the tree is brightly shining, everyone is invited to join a singalong of a few favorite carols led by the Mayor, Councilmembers, and their family members, accompanied by the Colorado Carolers professional vocal quartet.

After Santa arrives local school and civic chorus groups will perform holiday music on the outside stage and inside the lobby.

Hayrides will be provided around Community Park to view the beautiful holiday lights.

Free freshly baked holiday cookies will be given to the first 750 guests.

Publicity for Holiday Tree Lighting is managed by the Community Engagement team.

## 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
04-66440 2024 Operating Budget (Special Events) Project Code: TRLIGHT	\$6,100
Contractual Services	-\$5,600
Supplies Operating - Consumables	-\$500
Projected Balance	\$0

## **Prior Council or Other Entity Actions**

N/A

## **Boards and Commissions Prior Actions and Recommendations**

N/A

## **Proposed Actions / Recommendations**

N/A

## **Alternatives**

N/A



## City and County of Broomfield

### City Council Regular Meeting

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#### Approval of Minutes

Approval of minutes from November 12, 2024 Regular Council Meeting

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6A.
Community Goals	

#### Overview

Approval of Minutes for Regular Council Meeting of November 12, 2024.

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#### **Attachments**

[Approval of Minutes Nov. 12, 2024.pdf](#)

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

November 12, 2024, 6:02 PM - November 12, 2024, 8:54 PM

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

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

**Also Present:**

- **Jennifer Hoffman**, City and County Manager
- **Anna Bertanzetti**, Deputy City and County Manager
- **Dan Casey**, Deputy City and County Manager
- **Nancy Rodger**, City and County Attorney
- **Crystal Clemens**, City and County Clerk
- And various staff members

The Mayor called a recess at 8:13 p.m. The meeting reconvened at 8:26 p.m.

### 1. Meeting Commencement

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**1A. Pledge of Allegiance-** 6:02 PM

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

Councilmember Marsh-Holschen requested item 6E be pulled from the consent agenda.

### 2. Petitions and Communications

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**2A. Proclamation - Small Business Saturday November 30, 2024-** 6:03 PM

### 3. Councilmember Reports

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### 4. Public Comment

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### 5. Reports

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### 6. Consent Items

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Councilmember Nguyen moved to approve Consent Agenda Items 6A-6D and 6F-6J. The motion was seconded by Councilmember Henkel, and passed 10-0.

Authority Member Goldstein moved to approve Consent Agenda Item 6K. The motion was seconded by Authority Member Nguyen, and passed 11-0.

**6A. Approval of Minutes-** 6:18 PM

**6B. Proposed Resolution Approving an Agreement with Axon Enterprises, Inc for replacement tasers and body worn cameras-** 6:18 PM

**6C. Proposed Resolutions for Sunridge Lift Station Construction Agreement-** 6:18 PM

**6D. Proposed Resolution for an IGA with Adams County Community Corrections Program -** 6:18 PM

**6E. Proposed Resolution Approving the 2024 Amendment to City Manager's Employment Agreement-** 6:28 PM

**\*\* Item was Removed from Consent**

Councilmember Todd Cohen Moved To Table, Seconded by Heidi Henkel; passing 6-4-0-0-0 Opposed by Kenny Van Nguyen, Deven Shaff, Paloma Delgadillo, Austin Ward

**6F. Proposed Resolution for Metro Fibernet LLC Fiber Optic Master License Agreement-** 6:18 PM

**6G. BOE Proposed Resolution for Action on Abatement Petitions -** 6:18 PM

**6H. Ordinance Wadsworth Station Reimbursement Assessment District - First Reading -** 6:18 PM

**6I. Ordinance for Tree Preservation - First Reading-** 6:18 PM

**6J. Proposed Resolution Ratifying Broomfield's Election to Participate in Group Financing on Windy Gap Completion Costs-** 6:18 PM

**6K. Proposed BURA Resolution Approving a Remarketing Agreement Concerning BURA Bonds -** 6:18 PM

## **7. Action Items**

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**7A. Public Hearing - Village of West View PUD Amendment, Final Plat, SDP and Comp Plan Amendment, Reimbursement Agreement-** 6:39 PM

Public Hearing was opened at 6:39 PM and closed at 8:03 PM

Items 7A and 7B were reviewed concurrently.

Councilmember Leslie moved to approve Resolution No. 2024-158 approving the Great Western Park Planned Unit Development Plan amendment No. 6 and Great Western Park Filing No. 7 Lots 1 and 2 (Village of West View) Final Plat, Site Development Plan and Comprehensive Plan Amendment. The motion was seconded by Councilmember Nguyen and passed 10-0.

Councilmember Nguyen moved to approve Resolution No 2024-163 approving an Intergovernmental Agreement between Broomfield and the City of Westminster relating to Village of West View Simms Street Improvement Cash-in-Lieu Payment. The motion was seconded by Councilmember Henkel and passed 10-0.

**7B. Ordinance Village of Westview Sales Tax Sharing - First Reading- 8:12 PM**

Councilmember Nguyen moved to approve Ordinance No. 2259 approving a Sales and Use Tax Reimbursement Agreement for the Village of West View on first reading and ordered published in full. The motion was seconded by Councilmember Henkel and passed 10-0.

**7C. Public Hearing - Ordinance Approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel - Second Reading- 8:24 PM**

Public Hearing was opened at 8:26 PM and closed at 8:36 PM

Councilmember Leslie moved to approve Ordinance No. 2256 approving a Reimbursement Agreement for funds Advanced for Drainage Improvements to Nissen Channel on second reading and ordered published by title. The motion was seconded by Councilmember Nguyen and passed 10-0.

**7D. Public Hearing - Ordinance for Jefferson Parkway Withdrawal - Second Reading - 8:37 PM**

Public Hearing was opened at 8:37 PM and closed at 8:46 PM

Councilmember Shaff moved to approve Ordinance No. 2251 authorizing the Delayed Conveyance of Property Via a Special Warranty Deed and Subject to the Terms of an Escrow Agreement to Jefferson Parkway Public Highway Authority on second reading and ordered published by title. The motion was seconded by Councilmember Leslie and passed 10-0.

**7E. Public Hearing - Ordinance for Residential Occupancy Second Reading- 8:48 PM**

Public Hearing was opened at 8:49 PM and closed at 8:52 PM

Councilmember Nguyen moved to approve Ordinance No. 2241 to amend the Broomfield Municipal Code, Title 17, to Remove Occupancy Restrictions Based on Familial Status on second reading and ordered published by title. The motion was seconded by Councilmember Henkel and passed 10-0.

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

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**9. Adjournment**

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Mayor

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Office of the City and County Clerk



# City and County of Broomfield

## City Council Regular Meeting

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### B. Proposed Resolution for continuation of the Partial Property Tax Refund Program for 2025

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6B.
Presented By	
Viviane Del Pizzo, Housing Programs Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

City Council previously approved the [Partial Property Tax Program](#) to run for 2023 and the expansion of the program for 2024. Staff is proposing to keep the current Partial Property Tax Refund Program into 2025.

### **Attachments**

[Memo.pdf](#)

[RESOLUTION NO. 2024-105.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The Broomfield Partial Property Tax Refund Program meets the priority of supporting housing stability and security with potential vulnerable Broomfield residents. Several key groups of residents have struggled and are expected to continue to struggle with housing instability due to changing housing values, housing costs, and other comparably slower income growth. These individual households often are fixed income or have work opportunities where wages and salaries grow at a slower rate. City Council previously approved the [Partial Property Tax Program](#) to run for 2023 and the [expansion](#) of the program for 2024.

Staff is proposing to continue both elements of the existing Partial Property Tax Refund Program into 2025. Additionally, the recommendation is to maintain the base year for the program guidelines and calculations at the 2023 Property Tax billing year (2022 property tax assessment year).

Program specific details are:

- The Property Tax Refund will be determined by calculating the difference between the full residential property tax, between the 2022 tax bill (previous assessment) and the current year's property tax (tax bill 2025). The refund amount will have a maximum cap of \$1,000.00. For residents that qualify under the 60% Area Median Income (AMI), the refund calculation will be done on the entire property tax bill. For residents that qualify under the 61% to 80% AMI, the refund calculation will be done on CCOB and School District portions of the property tax bill only.
- Homeowners must earn no more than 80% of the Area Median Income as calculated for their household size and published in the Colorado Housing and Finance Authority (CHFA) Rent and Incomes Table for 2024.

Residents who have previously been approved for this program won't have to apply again in 2025, they will automatically be enrolled in the 2025 PPTR Program year. Residents who have never applied before, or who were not previously approved will have to submit a new application. Applications for the 2025 program year will be accepted from January 22, until October 30, 2025. Residents will be able to apply online, on the Housing Division's Website. The Housing Division will also host in person clinics to assist residents completing the application, as well as provide a paper application when requested. Applications will be reviewed continuously, and accepted until the deadline.

## Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources of Funds	
Anticipated Housing Development Operating Fund - for households earning up to 60% AMI (01-83100-59080) (includes both refunds and administrative costs)	\$402,000



Anticipated from Property Tax Revenue - for households earning between 61% and 80% AMI (includes both refund and administrative costs)	\$100,000
<b>Program Budget</b>	<b>\$502,000</b>

Uses of fund	
Anticipated Housing Development Operating Fund - for households earning up to 60% AMI (01-83100-59080)	\$402,000
Anticipated from Property Tax Revenue - for households earning between 61% and 80% AMI	\$100,000
<b>Projected Costs</b>	<b>\$502,000</b>

## Prior Council or Other Entity Actions

November 1, 2022 - [Resolution No. 2022-123](#) Authorizing and Approving the “Broomfield Partial Property Tax Refund Pilot Program” for 2023 and 2024 to Provide for a Partial Property Tax Rebate for Income Qualified Seniors, Disabled Veterans and Persons with Disabilities

January 23, 2024 - [Resolution No. 2024-27](#) approving the expansion of the Partial Property Tax Refund Program to 80% AMI in Broomfield.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed authorizing the continuation of the Partial Property Tax Refund Program, for residents earning up to 80% AMI who are either a senior citizen, person with 100% disability or a veteran with 80% disability for the 2025 program year, the appropriate motion is:

**That Resolution 2024-105 be adopted.**

## Alternatives

Do not extend the Partial Property Tax Refund Program into 2025. The current program would end effective December 31, 2024.

RESOLUTION NO. 2024-105

A resolution authorizing the continuation of the Partial Property Tax Refund Program for the 2025 program year

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

Section 1.

Continuation of the Partial Property Tax Refund Program for the 2025 program year in an amount not to exceed \$500,000.00 to provide refunds up to \$1,000.00 in a tax year for each qualified household is authorized and approved.

Section 2.

The eligibility requirements of the Partial Property Tax Refund Program, as previously approved and funded, will apply to the 2025 Program.

Section 3.

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

Approved on December 3, 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 and County of Broomfield

## City Council Regular Meeting

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### C. Proposed Resolution for Broomfield Heights Stormwater and Pedestrian Improvements Construction Agreement

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6C.
Presented By	
Brian Graham, CIP Manager	
Community Goals	

## Overview

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

Proposed Resolution No. 2024-84 will authorize a construction agreement with American West Construction LLC for the bid amount to complete Broomfield Heights Stormwater and Pedestrian Improvements. If approved, construction is anticipated to begin in February 2025, with the project slated for completion in the third quarter of 2026.

### **Attachments**

[Broomfield Heights Storm & Ped Improvement Construction Agreement memo.pdf](#)  
[Resolution 2024-84.pdf](#)  
[BHeights Construction Agreement - AWC Signed.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2024-84 will authorize a construction agreement with American West Construction LLC for the completion of Broomfield Heights Stormwater and Pedestrian Improvements.

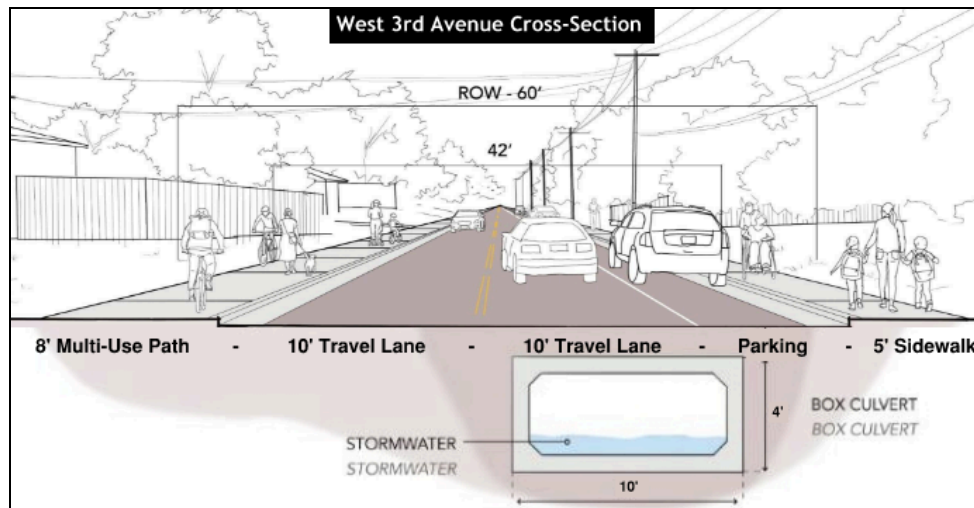
The project will mitigate flooding and make pedestrian improvements in Broomfield Heights Filing I, along Nickel Street, W 3rd Avenue, and Garnet Street. The project area is bounded by City Park Channel to the northeast and Nickel St and Highway 287 to the southwest. Stormwater improvement includes a large collection system that will convey and discharge water into the City Park Channel, north of Emerald Elementary. Pedestrian improvements involve widening the existing sidewalks and implementing speed control measures to enhance safety along the corridor.



The City and County of Broomfield obtained federal funding from the US Treasury pursuant to the American Rescue Plan Act of 2021 (ARPA) which established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. The Broomfield Heights project was identified as an eligible activity and priority for use of these funds, in part because the Broomfield Heights neighborhood has the highest concentration of residential properties in the floodplain in Broomfield. Further, the 2019 Broomfield Bicycle and Pedestrian Assessment identified the substandard W 3rd Avenue sidewalk (only 2.5 feet wide) as a priority for further evaluation, and several of its minor cross streets as needing intersection crossing improvements - namely non-compliant ADA ramps and lack of crosswalks.

In 2022, ICON Engineering was selected to design the project. An alternatives analysis, which included extensive public engagement, was completed as part of Phase I. Three in-person public meetings and corresponding online surveys, as well as a walking tour were hosted to gather community input and narrow-in on a preferred alternative. Ultimately, the preferred street cross-section was identified to include upgrades to an 8-foot multiuse path and 5-foot sidewalk, improved intersections, and reduced on-street parking.

A contract amendment with ICON Engineering was executed in September 2023 to complete the engineering necessary to implement the neighborhood's preferred street design, as well as stormwater improvements to mitigate flooding (Phase 2). The project's [Broomfield Voice page](#) and another in-person public meeting (May 2024) were utilized to provide community updates throughout the design process.



Upon the completion of construction documents, an Invitation for Bid (IFB) for Competitive Sealed Two-Step Bidding was issued in August 2024. Three qualified bids were received, and American West Construction LLC was the lowest responsive bidder at \$14,258,010.50, and is recommended by staff to complete the project.

Proposed Resolution No. 2024-84 will authorize a construction agreement with American West Construction LLC for the bid amount to complete the Broomfield Heights Stormwater and Pedestrian Improvements. If approved, construction is anticipated to begin in February 2025, with the project slated for completion in the third quarter of 2026.



## 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
Broomfield Heights Pedestrian Improvements-ARPA County Fund (ARPA22BHPED) (02-70090-55200)	\$388,922
Broomfield Heights Stormwater and Pedestrian Improvements - CDBG Funds (G23HA05) (01-83100-53170)	59,607
Broomfield Heights Pedestrian Improvements - CIP Fund (24T0036) (20-70090-55200)	\$2,899,982
Broomfield Heights Stormwater Improvements - ARPA City Fund (ARPABHSWTR) (01-70020-55200)	\$3,511,044
Broomfield Heights Stormwater Improvements - ARPA County Fund (ARPABHSWTR) (02-70020-55200)	\$4,227,034
Broomfield Heights Stormwater Improvements - CIP Fund (24T0035) (20-70020-55200)	\$5,797,973
<b>Total Budget</b>	<b>\$16,884,562</b>
Consulting Agreement (ICON Engineering)	-\$301,171
Consulting Agreement- Amendment 1 (ICON Engineering)	-\$804,788
Construction Agreement (American West Construction, LLC)	-\$14,258,011
<b>Total Use of Funds</b>	<b>-\$15,363,970</b>
<b>Projected Balance</b>	<b>\$1,520,592</b>

## Prior Council or Other Entity Actions

On December 13, 2022 Council authorized Resolution [2022-155](#) for a Consulting Agreement with ICON Engineering, Inc., for the Broomfield Stormwater and Pedestrian Improvement Project.

On September 26, 2023 Council authorized Resolution [2023-120](#), for the first amendment to the consulting agreement with ICON Engineering, Inc., for the Broomfield Stormwater and Pedestrian Improvement Project.

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

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

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

**That Resolution 2024-84 be adopted.**

## Alternatives

Do not proceed with the project which would mean City and County of Broomfield will not be able to use ARPA grant funds on this project.

# RESOLUTION NO. 2024-84

A Resolution Approving a Construction Agreement with American West Construction, LLC for the Broomfield Heights Stormwater and Pedestrian Improvements

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 American West Construction, LLC for the Broomfield Heights Stormwater and Pedestrian Improvements Project in the amount of \$14,258,011 is hereby approved.

## Section 2.

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

## Section 3.

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

## Section 4.

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

Approved on December 3, 2024

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



**CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND AMERICAN WEST CONSTRUCTION, LLC FOR BROOMFIELD HEIGHTS STORMWATER AND  
PEDESTRIAN IMPROVEMENTS PROJECT**

1. PARTIES. The parties to this Construction Agreement for Broomfield Heights Stormwater and Pedestrian Improvements Project (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and American West Construction, LLC, a Colorado limited liability company (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 Broomfield Heights Stormwater and Sidewalk Improvements Project and completed a competitive selection process by Invitation to Bid # 24-IFB-CD-005 (“Bid”).
  - 2.2. The Contractor’s response to the above referenced Bid was determined to be the lowest, responsible, responsive bidder to the City for the procurement of the services requested.
  - 2.3. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Work. The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work as defined below.
    - 3.1.1. *Key Personnel*. The Contractor’s key personnel shall include (i) the Project Executive - Joe Silvestri; (ii) the Field Superintendent - Kael Blair and (iii) the Project Manager - Steve Raper. The Contractor’s obligation to provide adequate staffing is not limited to providing the key personnel, but is determined by the needs of the Project. The Contractor shall not replace any of the key personnel without the City’s prior written approval, which shall not be unreasonably withheld. If any of the key personnel become unavailable to perform services in connection with this Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement acceptable to the City. The City shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience.

3.2. Contract Documents. The Contract Documents shall consist of the following:

- 3.2.1. This Agreement; and
- 3.2.2. The Broomfield Heights Stormwater and Pedestrian Improvement Plans by Icon Engineering, Inc., dated November 14, 2024 and Measurement and Payment Specifications (the “Scope of Work”);
- 3.2.3. The Contractor’s Bid dated September 19, 2024, attached hereto as Exhibit A; and
- 3.2.4. The Bid including any addendums; and
- 3.2.5. Any change orders and contract amendments, as applicable; and
- 3.2.6. The [General Conditions](#) attached in the Bid; and
- 3.2.7. City and County of [Broomfield Standards and Specifications](#), 2022 Edition (as amended);
- 3.2.8. Project Special Provisions for Project No. #ARPA22BHSWTR/ARPA22BHPED; and
- 3.2.9. The Insurance Requirements attached hereto as Exhibit B; and
- 3.2.10. Federal Uniform Grant Guidance Required Contract Clauses attached hereto as Exhibit C,

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

3.3. Access and Inspection. The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.

3.4. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City may, after notice to

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

- 3.5. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
- 3.6. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by a utility.
- 3.7. 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. The 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. The 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 Three Hundred and Fifty (350) working 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.” For purposes of this Agreement, working days shall mean any day other than Saturday or Sunday or public holidays recognized by the City.

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. 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 regular 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

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two calendar days of that date. The City will use the above written notification to verify the number of calendar days for which Work was delayed during each month.

- 6.5. At the end of every-other month (February, April etc.) if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule for the preceding two months, 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. PRICE AND PAYMENT. The City shall pay the Contractor for performance of the Work an amount not to exceed \$14,258,010.50 (the "Contract Price") based upon the unit prices set forth on Contractor's Bid attached hereto as Exhibit A and in accordance with the following schedule (Note: The Bid Alternates are not included in this Project at this time):
  - 7.1. 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.
  - 7.2. The City shall retain the Retained Amount until Construction Acceptance into Warranty (as defined in Final Inspection 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.
  - 7.3. 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

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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.

- 7.4. 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.

8. FINAL INSPECTION AND FINAL PAYMENT.

- 8.1. 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") for acceptance to warranty as provided in the City and County of Broomfield's Standards and Specifications Section 200 - Acceptance Procedures. 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.
- 8.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Construction Acceptance into Warranty"). Final 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.

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

9.1. 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.

9.2. 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.

9.3. The 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.

10. FEDERALLY FUNDED SERVICES. The City has received federal funding for a portion of this Work from American Rescue Plan Act ("ARPA") funding from the US Department of Treasury through the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program to fund the stormwater portion of the work. The City also has City and County dollars to fund the remainder of the work described herein as the project costs exceed the federal funds available. For any Work subject to funding by the Federal Government, the Contractor agrees to comply with all applicable Federal contracting requirements in Exhibit C and any other federal or state contracting terms which may be applicable to the Work. The Contractor acknowledges and agrees that portions of the funding within the Project are funded under different SLFRF expense categories and as such the Contractor will assist the City with ARPA reporting by coding the costs from the Project based on the different ARPA expense categories. For compliance reporting purposes separate billing may be required for different portions of the Project based on the federal funding source, i.e. ARPA stormwater project versus



revenue recovery for the pedestrian improvements. All of the City's revenue recovery funding for ARPA has been allocated to other projects, so only a portion of the stormwater elements of this Project will be funded with ARPA funds. The City intends to use the remainder of its available ARPA funds to pay for the stormwater improvements. The Contractor shall assist the City in providing any required documentation relating to the ARPA funding throughout the records retention period which for ARPA funding has been extended to 5 years after contract completion and release from warranty.

- 10.1. *Prevailing Wages Reporting.* While the ARPA guidance and reporting is clear that Davis-Bacon Act requirements (prevailing wages rates) do not apply to projects funded solely with award funds from the SLFRF program, the Compliance and Report Guidance for ARPA projects indicates that for projects over \$10 million (based on expected total cost) parties should include additional reporting requirements. The Contractor shall provide the following information to the City upon request:

- 10.1.1. If a recipient of award funds cannot provide a certification that all laborers and mechanics employed on the Project are paid rates not less than those prevailing wage rates (i.e. Davis-Bacon Act wages), then a recipient must provide a project employment and local impact report detailing:

- 10.1.1.1. The number of employees of contractors and sub-contractors working on the project;
- 10.1.1.2. The number of employees on the project hired directly and hired through a third party;
- 10.1.1.3. The wages and benefits of workers on the project by classification; and
- 10.1.1.4. Whether those wages are at rates less than those prevailing.
- 10.1.1.5. Recipients must maintain sufficient records to substantiate this information upon request.

- 10.1.2. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- 10.1.2.1. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;

- 10.1.2.2. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - 10.1.2.3. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
  - 10.1.2.4. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
  - 10.1.2.5. Whether the project has completed a project labor agreement.
- 10.1.3. Whether the project prioritizes local hires.
- 10.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
11. COLORADO LABOR. 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.
12. 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:
- 12.1 The City designates Brian Graham as the authorized representative of the City under this Agreement. Email address is [bgraham@broomfield.org](mailto:bgraham@broomfield.org).
- 12.2 The Contractor designates Bryan Schrameyer as the authorized representative of the Contractor under this Agreement. Email address is [bschrameyer@trustawc.com](mailto:bschrameyer@trustawc.com).
- If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org).
- 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.

13. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

- 13.1. 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.
- 13.2. Time Extensions. Evaluation of all time extension requests shall be based upon the latest updated project schedule submitted to the City by the Contractor.
- 13.3. Definitions. The following words shall have the meaning set forth below:
- 13.3.1. "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.
- 13.3.2. "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.
- 13.3.3. "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.
- 13.3.4. "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.
- 13.4. 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.
- 13.5. 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.

- 13.6. 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.
- 13.7. 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.

14. DAMAGES.

- 14.1. Default 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 Agreement 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 Agreement and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. 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.

- 14.2. *Consequential Damages; Limitation of Liability.* Notwithstanding Section 15 (Indemnification) and Section 18 (Liquidated Damages) below to the contrary, neither Party shall be liable to the other Party for incidental, indirect, special, punitive, or consequential damages, including lost profits. Except as otherwise provided by applicable law, the Contractor's maximum liability to the City for damages pursuant to this Agreement shall be the Contract Price for the Work.
15. 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 \$4,400 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.
16. 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 Construction Acceptance into Warranty. 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.
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 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, or resulting from any willful misconduct or negligent act or omission of 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 wilful misconduct, 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 B. Current proof of such insurance is attached at Exhibit B, incorporated by this reference and should list the City as additional insureds. 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.
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 (except landscaping shall have a 1 year warranty), commencing on the date of Construction Acceptance into Warranty 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

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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. Approximately two months prior to the expiration of the Warranty Period, the Contractor shall submit a written request for Final Acceptance/Release from Warranty in accordance with Section 200 of the City and County of Broomfield Standards and Specifications. The City shall 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 accordance with the City and County of Broomfield’s Standards and Specifications. The Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period in accordance with City and County of Broomfield Standards and Specifications, which indicates all deficiencies shall be corrected within 30 calendar days of receipt of the punch list. 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. The City Engineer shall approve or deny all requests for extensions based on the Contractor’s justification.
22. 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 five (5) 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 December 3, 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:

AMERICAN WEST CONSTRUCTION, LLC,  
a Colorado limited liability company

By:   
\_\_\_\_\_  
Bryan Schrameyer, Member/Vice President  
Address: 275 E. 64th Avenue, Denver, CO 80221

**EXHIBIT A  
SCOPE OF WORK**

The Contractor shall construct the stormwater and pedestrian improvements along Garnet Street, West Third Avenue and Nickel Streets (“Project”), as more particularly described in the attached Broomfield Heights Stormwater and Pedestrian Improvement Plans by Icon Engineering, Inc. dated November 14, 2024 and Measurement and Payment Specifications and as updates pursuant to the terms of this Agreement.

**EXHIBIT B**

**CONTRACTOR'S BID**

[See attached]

## Exhibit B

## Revised BID FORM 1

## Broomfield Heights Stormwater Improvements Project (ARPA22BHSWTR)

## Stormwater Improvements Schedule of Values

All bids shall be submitted on the bid forms provided. The quantities appearing in the bid forms are estimates prepared for the comparison of bids. The quantities of work performed and materials to be furnished may be increased, decreased or omitted. Payment will be based on the actual quantities of work performed. Contractor price must include all necessary material, labor and other appurtenances for a complete and working project per the project Bid Documents, Construction Documents and Measurement & Payment Specifications. Round all Unit Costs to the nearest \$.01. **Added or updated items have been designated with an asterisk in the Item Number column.**

Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>A. General Conditions</b>					
A.1	Mobilization, Demobilization and General Work	1	LS	\$ 1,346,000.00	\$ 1,346,000.00
A.2	Pothole Existing Utilities	1	LS	\$ 59,000.00	\$ 59,000.00
A.3	Construction Surveying and Staking (including as-built survey)	1	LS	\$ 76,000.00	\$ 76,000.00
A.4	Public Engagement	1	LS	\$ 47,000.00	\$ 47,000.00
A.5	Traffic Control	1	LS	\$ 353,000.00	\$ 353,000.00
A.6	Pedestrian Safety Fencing	1,400	LF	\$ 28.00	\$ 39,200.00
A.7	Restoration	1	LS	\$ 32,000.00	\$ 32,000.00
A.8	Erosion Control	1	LS	\$ 140,000.00	\$ 140,000.00
<b>Subtotal for Bid Form 1, Section A. - General Conditions:</b>					<b>\$ 2,092,200.00</b>
Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>B. Removals</b>					
B.1	Remove and Dispose Existing Storm Drain	1,470	LF	\$ 19.00	\$ 27,930.00
B.2	Remove and Dispose Existing Sanitary Sewer	120	LF	\$ 29.00	\$ 3,480.00
B.3	Remove and Dispose Existing Water Line and apparatuses	1,850	LF	\$ 15.00	\$ 27,750.00
B.4	Remove and Dispose Storm Structures (Inlets and Manholes)	23	EACH	\$ 2,200.00	\$ 50,600.00
B.5	Remove and Dispose Sanitary Manhole	1	EACH	\$ 2,400.00	\$ 2,400.00
B.6	Remove and Dispose Water Services (including meters if applicable)	2	EACH	\$ 1,500.00	\$ 3,000.00
B.7	Remove and Dispose Fire Hydrant (including fire line and gate valves)	6	EACH	\$ 1,400.00	\$ 8,400.00
B.8	Asphalt Removal (Nickel and Garnet Streets)	3,900	SY	\$ 20.00	\$ 78,000.00
B.9	Remove and Dispose Curb and Gutter along Garnet Street	520	LF	\$ 16.00	\$ 8,320.00
B.10	Remove and Dispose Curb and Gutter along Nickel Street	450	LF	\$ 18.00	\$ 8,100.00
B.11	Remove and Dispose Concrete (sidewalk, driveways, concrete pads. Etc...) along Garnet Street	330	SY	\$ 21.00	\$ 6,930.00
B.12	Remove and Dispose Concrete (sidewalk, driveways, concrete pads. Etc...) along Nickel Street	170	SY	\$ 30.00	\$ 5,100.00
B.13	Remove and Dispose Pedestrian Ramps along Garnet Street	3	EACH	\$ 1,600.00	\$ 4,800.00

B.14	Remove and Dispose Concrete Cross Pan along Garnet Street	2	EACH	\$ 4,100.00	\$ 8,200.00
B.15	Plug existing storm or sanitary sewer (MH or pipe)	5	EACH	\$ 350.00	\$ 1,750.00
B.16	Clear and Grub (at the school)	0.1	ACRES	\$ 41,000.00	\$ 4,100.00
Subtotal for Bid Form 1, Section B. - Removals:					\$ 248,860.00
Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
C. Storm Drain					
Storm Pipe					
C.1	6" SDR 35 Roof Drain (Complete in Place)	9	LF	\$ 190.00	\$ 1,710.00
C.2	18" Reinforced Concrete Pipe, Class III (Complete in Place)	890	LF	\$ 140.00	\$ 124,600.00
C.3	24" Reinforced Concrete Pipe, Class III (Complete in Place)	310	LF	\$ 200.00	\$ 62,000.00
C.4	30" Reinforced Concrete Pipe, Class III (Complete in Place)	30	LF	\$ 260.00	\$ 7,800.00
C.5	36" Reinforced Concrete Pipe, Class III (Complete in Place)	30	LF	\$ 310.00	\$ 9,300.00
C.6	42" Reinforced Concrete Pipe, Class III (Complete in Place)	80	LF	\$ 420.00	\$ 33,600.00
C.7	48" Reinforced Concrete Pipe, Class III (Complete in Place)	40	LF	\$ 570.00	\$ 22,800.00
C.8	60" Reinforced Concrete Pipe, Class III (Complete in Place)	1,315	LF	\$ 610.00	\$ 802,150.00
C.9	14" x 23" Horizontal Elliptical Reinforced Concrete Pipe, Class III, (Complete in Place)	260	LF	\$ 230.00	\$ 59,800.00
C.10	53" x 83" Horizontal Elliptical Reinforced Concrete Pipe, Class III (Complete in Place)	610	LF	\$ 1,100.00	\$ 671,000.00
C.11	4' H X 10' W Reinforced Concrete Box Culvert, Class III (Complete in Place)	1,540	LF	\$ 1,550.00	\$ 2,387,000.00
C.12	3' H X 7' W Reinforced Concrete Box Culvert, Class III (Complete in Place)	210	LF	\$ 1,200.00	\$ 252,000.00
Inlets					
C.13	Storm Combination Inlet, Type 13: Double	2	EACH	\$ 12,000.00	\$ 24,000.00
C.14	Storm Combination Inlet, Type 13: Triple	17	EACH	\$ 15,000.00	\$ 255,000.00
C.15	Storm Combination Inlet, Type 13: Double, Double	10	EACH	\$ 24,000.00	\$ 240,000.00
C.16	Storm Combination Inlet, Type 13: Double, Triple	5	EACH	\$ 24,000.00	\$ 120,000.00
C.17	Storm Combination Inlet, Type 13: Triple, Triple	4	EACH	\$ 43,000.00	\$ 172,000.00
C.18	Storm Combination Inlet, Type 13: Triple (direct connect into box)	2	EACH	\$ 16,000.00	\$ 32,000.00
C.19	Storm Combination Inlet, Type 13: Three Triple, Double	2	EACH	\$ 65,000.00	\$ 130,000.00
C.20	5ft Type R Inlet	1	EACH	\$ 11,000.00	\$ 11,000.00
Structures					
C.21	Outfall-01: Outlet Structure	1	EA	\$ 82,000.00	\$ 82,000.00
4'x10' RCBC Specials					
C.22	MH-01A: Pre-Cast T-Base Manhole/Riser and Bend	1	EACH	\$ 5,200.00	\$ 5,200.00
C.23	DT-02A: Pre-Cast Direct Tie-in and Bend	1	EACH	\$ 9,300.00	\$ 9,300.00
C.24	DT-02: Pre-Cast Direct Tie in	1	EACH	\$ 9,300.00	\$ 9,300.00

C.25	MH-03: Pre-Cast 4ft Dia T-Base Manhole/Riser and Bend	1	EACH	\$ 5,200.00	\$ 5,200.00
C.26	MH-04: Pre-Cast 4ft Dia T-Base Manhole/Riser and Bend	1	EACH	\$ 5,200.00	\$ 5,200.00
C.27	DT-04: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.28	MH-05: Vault Manhole	1	EACH	\$ 65,000.00	\$ 65,000.00
C.29	DT-07: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.30	DT-08: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.31	MH-09: Pre-Cast 4 ft Dia T-Base Manhole/Riser	1	EACH	\$ 4,000.00	\$ 4,000.00
C.32	DT-10: Direct Tie-in and Inlet Connection	1	EACH	\$ 19,000.00	\$ 19,000.00
C.33	MH-11: Pre-Cast 4ft Dia T-Base Manhole/Riser	1	EACH	\$ 4,000.00	\$ 4,000.00
C.34	DT-12: Direct Tie-in and Inlet Connection	1	EACH	\$ 19,000.00	\$ 19,000.00
C.35	MH-14: Vault Manhole	1	EACH	\$ 40,000.00	\$ 40,000.00
<b>53" x 83" HERCP Specials</b>					
C.36	DT-14a: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.37	DT-15: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.38	MH-16: Pre-Cast 4 Ft Dia T-Base Manhole/Riser	1	EACH	\$ 4,000.00	\$ 4,000.00
C.39	DT-17: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.40	DT-18: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.41	MH-19: Vault Manhole	1	EACH	\$ 38,000.00	\$ 38,000.00
<b>3'x7' RCBC Specials</b>					
C.42	DT-20: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.43	MH-20: Pre-Cast 4ft Dia T-Base Manhole Bend and Transition or CDOT Box Base Manhole	1	EACH	\$ 5,200.00	\$ 5,200.00
<b>60" RCP Specials</b>					
C.44	MH-21: Pre-Cast 4ft Dia T-Base Manhole/Riser	1	EACH	\$ 4,000.00	\$ 4,000.00
C.45	MH-22: 8ft Dia Manhole	1	EACH	\$ 16,000.00	\$ 16,000.00
C.46	MH-23: Pre-Cast 4ft Dia T-Base Manhole/Riser and Bend	1	EACH	\$ 5,200.00	\$ 5,200.00
C.47	MH-24: Pre-Cast 4ft Dia T-Base Manhole/Riser and Bend	1	EACH	\$ 5,200.00	\$ 5,200.00
C.48	MH-25: Vault Manhole	1	EACH	\$ 52,000.00	\$ 52,000.00
C.49	MH-26: Vault Manhole	1	EACH	\$ 60,000.00	\$ 60,000.00
<b>60" RCP Specials</b>					
C.50	DT-28: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.51	MH-29: Pre-Cast 4ft Dia T-Base Manhole/Riser	1	EACH	\$ 4,000.00	\$ 4,000.00
C.52	DT-30: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.53	DT-31A: Direct Tie-in	1	EACH	\$ 11,000.00	\$ 11,000.00
C.54	MH-31: Pre-Cast 4ft Dia T-Base Manhole/Riser	1	EACH	\$ 4,000.00	\$ 4,000.00



C.55	MH-32: 8ft Dia Manhole	1	EACH	\$ 16,000.00	\$ 16,000.00
	<b>Other Structures</b>				
C.56	6ft Dia Manhole	1	EACH	\$ 8,600.00	\$ 8,600.00
C.57	6ft Dia Manhole - Flat Top	1	EACH	\$ 8,600.00	\$ 8,600.00
C.58	8ft Dia Manhole	2	EACH	\$ 16,000.00	\$ 32,000.00
C.59	Connect-02: 48" RCP Bend	1	LS	\$ 4,100.00	\$ 4,100.00
C.60	Lateral MH-06: Pre-Cast 4ft Dia T-Base Manhole and Bend	1	EACH	\$ 11,000.00	\$ 11,000.00
C.61	6" Cleanout	1	EACH	\$ 2,200.00	\$ 2,200.00
C.62	18" Cleanout	1	EACH	\$ 7,600.00	\$ 7,600.00
	<b>Miscellaneous</b>				
C.63	Asphalt Patching (Nickel and Garnet Streets)	3,900	SY	\$ 150.00	\$ 585,000.00
C.64	Pedestrian Ramps along Garnet Street	3	EACH	\$ 12,000.00	\$ 36,000.00
C.65	Concrete Cross Pan along Garnet Street	2	EACH	\$ 10,000.00	\$ 20,000.00
C.66	Install Curb and Gutter along Garnet	520	LF	\$ 62.00	\$ 32,240.00
C.67	Install Curb and Gutter along Nickel	550	LF	\$ 61.00	\$ 33,550.00
C.68	Install Concrete (Sidewalk, Driveways, etc...) along Garnet	330	SY	\$ 120.00	\$ 39,600.00
C.69	Install Concrete (Sidewalk, Driveways, etc...) along Nickel	170	SY	\$ 110.00	\$ 18,700.00
C.70	Storm Pipe Cradles - Large (Storm over waterline)	7	EACH	\$ 12,000.00	\$ 84,000.00
C.71	Storm Pipe Cradles - Small (Storm over waterline)	5	EACH	\$ 12,000.00	\$ 60,000.00
C.72	Storm Pipe Cradles - Large (Storm over sanitary sewer)	8	EACH	\$ 12,000.00	\$ 96,000.00
C.73	Storm Pipe Cradles - Small (Storm over sanitary sewer)	8	EACH	\$ 12,000.00	\$ 96,000.00
C.74	Storm Pipe Cradles - Large (Storm over reuse line)	2	EACH	\$ 12,000.00	\$ 24,000.00
C.75	Storm Pipe Cradles - Small (Storm over reuse line)	4	EACH	\$ 12,000.00	\$ 48,000.00
C.76	Storm Pipe Cradles - Small (Storm over gas line)	1	EACH	\$ 10,000.00	\$ 10,000.00
C.77	Tie To Existing Storm Structure / Main	8	EACH	\$ 5,700.00	\$ 45,600.00
C.78	Soil Filled Riprap (D50=18")	120	CY	\$ 120.00	\$ 14,400.00
C.79	Storm Drain Force Account	1	LS	\$ 375,000.00	\$ 375,000.00
<b>Subtotal for Bid Form 1, Section C. - Storm Drain:</b>					<b>\$ 7,711,750.00</b>
<b>Item</b>		<b>Estimated</b>	<b>Unit of</b>	<b>Unit</b>	<b>Item</b>
<b>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Measure</b>	<b>Cost (\$)</b>	<b>Cost (\$)</b>
<b>D. Waterline</b>					
D.1*	12" PVC Waterline	1,120	LF	\$ 150.00	\$ 168,000.00
D.2*	8" PVC Waterline	240	LF	\$ 100.00	\$ 24,000.00
D.3	12" Gate Valve	3	EACH	\$ 4,800.00	\$ 14,400.00

D.4	10" Gate Valve	1	EACH	\$	4,000.00	\$	4,000.00
D.5	8" Gate Valve	9	EACH	\$	2,800.00	\$	25,200.00
D.6	6" Gate Valve	1	EACH	\$	1,900.00	\$	1,900.00
D.7	12"x12" Tee	1	EACH	\$	2,000.00	\$	2,000.00
D.8	12"x8" Tee	2	EACH	\$	1,700.00	\$	3,400.00
D.9	12"x6" Tee	2	EACH	\$	1,600.00	\$	3,200.00
D.10*	12"x8" Cross	0	EACH	\$	-	\$	-
D.11	12" x 6" Fire Hydrant connection	6	EACH	\$	3,200.00	\$	19,200.00
D.12*	12" 11 Degree Bend	0	EACH	\$	-	\$	-
D.13*	12" 45 Degree Bend	4	EACH	\$	1,500.00	\$	6,000.00
D.14*	8" 45 Degree Bend	4	EACH	\$	970.00	\$	3,880.00
D.15*	6" 45 Degree Bend	0	EACH	\$	-	\$	-
D.16	12" to 6" Reducer	2	EACH	\$	910.00	\$	1,820.00
D.17*	12" to 8" Reducer	0	EACH	\$	-	\$	-
D.18	6" Joint Restraints	150	LF	\$	11.00	\$	1,650.00
D.19*	8" Joint Restraints	400	LF	\$	13.00	\$	5,200.00
D.20	10" Joint Restraints	60	LF	\$	18.00	\$	1,080.00
D.21*	12" Joint Restraints	600	LF	\$	19.00	\$	11,400.00
D.22	Install 8" Gate Valve on Existing Water Line	1	EACH	\$	6,200.00	\$	6,200.00
D.23	Install 6" Gate Valve on Existing Water Line	1	EACH	\$	5,500.00	\$	5,500.00
D.24	Install Gate Valve on Existing Fire Hydrant Assembly	2	EACH	\$	3,000.00	\$	6,000.00
D.25*	Install Fire Hydrant and Fire Hydrant Assembly	11	EACH	\$	13,000.00	\$	143,000.00
D.26	Install 6" Water Service, Valve and Meter (at Emerald Elem)	2	EACH	\$	6,100.00	\$	12,200.00
D.27	Connect Water Service to Proposed Waterline	8	EACH	\$	3,200.00	\$	25,600.00
D.28	Connect Proposed Water Service to Existing Waterline	2	EACH	\$	3,200.00	\$	6,400.00
D.29	Connect Proposed Fire Hydrant to Existing Waterline	1	EACH	\$	12,000.00	\$	12,000.00
D.30	Connect to existing waterline	5	EACH	\$	3,100.00	\$	15,500.00
D.31	Adjust Water service around Storm Drain	2	EACH	\$	2,900.00	\$	5,800.00
<b>Waterline Lowering</b>							
D.32	Hemlock Street - 8" Waterline Lowering (Greater than 10ft)	1	EACH	\$	19,000.00	\$	19,000.00
D.33	Iris Street - 8" Waterline Lowering (Greater than 10ft)	1	EACH	\$	19,000.00	\$	19,000.00
D.34	Jade Street - 10" Waterline Lowering (Greater than 10ft)	1	EACH	\$	19,000.00	\$	19,000.00
D.35	Kohl Street - 6" Waterline Lowering (Greater than 10ft)	1	EACH	\$	19,000.00	\$	19,000.00

D.36	Laurel Street - 8" Waterline Lowering (Greater than 10ft)	1	EACH	\$ 19,000.00	\$ 19,000.00
D.37	Marble Street - 6" Waterline Lowering (Greater than 10ft)	1	EACH	\$ 19,000.00	\$ 19,000.00
D.38	1st Avenue - 8" Waterline Raising (Less than 10ft)	1	EACH	\$ 9,800.00	\$ 9,800.00
D.39*	Garnet Street - 8" Waterline Lowering (Greater than 10ft)	1	EACH	\$ 19,000.00	\$ 19,000.00
D.40*	Nickel Street - 12" Waterline Lowering (Less than 10ft)	1	EACH	\$ 18,000.00	\$ 18,000.00
D.41	Waterline Force Account	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal for Bid Form 1, Section D. - Waterline:					\$ 745,330.00
Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
E. Sanitary Sewer					
E.1	Install Sanitary 4ft Dia Manhole- connect to existing Sanitary	1	EACH	\$ 5,800.00	\$ 5,800.00
E.2	Relocate Sanitary Sewer Service (at Emerald Elem)	1	EACH	\$ 6,900.00	\$ 6,900.00
E.3	10" Sanitary Sewer Lining - Garnet Street	500	LF	\$ 110.00	\$ 55,000.00
E.4	Line Existing Manhole - Garnet Street	1	EACH	\$ 7,100.00	\$ 7,100.00
E.5	8" Sanitary Sewer Lining - W. 3rd Avenue	1,120	LF	\$ 74.00	\$ 82,880.00
E.6	10" Sanitary Sewer Lining - W. 3rd Avenue	910	LF	\$ 87.00	\$ 79,170.00
E.7	8" Sanitary Sewer Lining - Nickel Street	625	LF	\$ 86.00	\$ 53,750.00
E.8	Line Existing Manhole - Nickel Street	3	EACH	\$ 5,000.00	\$ 15,000.00
E.9	8" Sanitary Sewer Lining - Hemlock Street	300	LF	\$ 98.00	\$ 29,400.00
E.10	8" Sanitary Sewer Lining - Iris Street	280	LF	\$ 100.00	\$ 28,000.00
E.11	8" Sanitary Sewer Lining - Jade Street	260	LF	\$ 110.00	\$ 28,600.00
E.12	8" Sanitary Sewer Lining - Kohl Street	310	LF	\$ 96.00	\$ 29,760.00
E.13	6" Sanitary Sewer Lining - Marble Street	230	LF	\$ 120.00	\$ 27,600.00
E.14	Sanitary Sewer By-Pass	1	LS	\$ 14,000.00	\$ 14,000.00
E.15	Sanitary Sewer Force Account	1	LS	\$ 25,000.00	\$ 25,000.00
Subtotal for Bid Form 1, Section E. - Sanitary Sewer:					\$ 487,960.00
Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
F. Streetscape					
Site Work					
F.1	Tree Protection Fencing	11	EACH	\$ 330.00	\$ 3,630.00
F.2	Tree Removal	10	EACH	\$ 890.00	\$ 8,900.00
F.3	Topsoil Import (6" Depth)	300	CY	\$ 61.00	\$ 18,300.00
Landscape Materials					

<b>F.4</b>	Ornamental Trees (2.5" Caliber)	24	EACH	\$ 920.00	\$ 22,080.00
<b>F.5</b>	Evergreen Trees (6' Height)	6	EACH	\$ 990.00	\$ 5,940.00
<b>F.6</b>	Hybrid Bluegrass Sod (Disturbance along Garnet Street) with soil preparation	2,500	SF	\$ 2.95	\$ 7,375.00
<b>F.7</b>	Hybrid Bluegrass Sod (Disturbance along Drainageway) with soil preparation	12,250	SF	\$ 2.95	\$ 36,137.50
<b>F.8</b>	Low Grow Upland Seed Mix (Disturbance along Drainageway) with soil preparation	800	SF	\$ 2.65	\$ 2,120.00
	<b>Irrigation</b>				
<b>F.9</b>	New Irrigation (Pop-up Spray at Tree Lawns)	1	LS	\$ 41,000.00	\$ 41,000.00
<b>F.10</b>	Repair and Replace Impacted Irrigation (Park and School)	1	LS	\$ 3,900.00	\$ 3,900.00
<b>Subtotal for Bid Form 1, Section F. - Streetscape:</b>					<b>\$ 149,382.50</b>

<b>Subtotals from above (Bid Form 1)</b>	
<b>Section A (General Conditions) Subtotal:</b>	<b>\$ 2,092,200.00</b>
<b>Section B (Removals) Subtotal:</b>	<b>\$ 248,860.00</b>
<b>Section C (Storm Drain) Subtotal:</b>	<b>\$ 7,711,750.00</b>
<b>Section D (Waterline) Subtotal:</b>	<b>\$ 745,330.00</b>
<b>Section E (Sanitary Sewer) Subtotal:</b>	<b>\$ 487,960.00</b>
<b>Section F (Streetscape) Subtotal:</b>	<b>\$ 149,382.50</b>
<b>Bid Form 1 TOTAL:</b>	<b>\$ 11,435,482.50</b>

**BID FORM 2**

**Broomfield Heights Pedestrian Improvements Project (ARPA22BHPED)**  
**Pedestrian Improvements Schedule of Values**

All bids shall be submitted on the bid forms provided. The quantities appearing in the bid forms are estimates prepared for the comparison of bids. The quantities of work performed and materials to be furnished may be increased, decreased or omitted. Payment will be based on the actual quantities of work performed. Contractor price must include all necessary material, labor and other appurtenances for a complete and working project per the project Bid Documents, Construction Documents and Measurement & Payment Specifications. Round all Unit Costs to the nearest \$.01.

Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>G. Removals and Restoration (along W. 3rd Avenue and side streets)</b>					
<b>G.1</b>	Clearing and Grubbing	200	SY	\$ 36.00	\$ 7,200.00
<b>G.2</b>	Remove & Dispose of Asphalt	11,000	SY	\$ 11.00	\$ 121,000.00
<b>G.3</b>	Remove and Dispose of Curb and Gutter	5,800	LF	\$ 14.00	\$ 81,200.00
<b>G.4</b>	Remove and Dispose of Concrete Sidewalks, Driveways, Pads, Misc.	1,680	SY	\$ 23.00	\$ 38,640.00
<b>G.5</b>	Remove and Dispose of Concrete Curb Ramps	27	EA	\$ 940.00	\$ 25,380.00
<b>G.6</b>	Remove and Dispose of Concrete Cross Pans	10	EA	\$ 2,500.00	\$ 25,000.00
<b>G.7</b>	Remove and Dispose of Signs and Posts	19	EA	\$ 180.00	\$ 3,420.00
<b>G.8</b>	Remove, Restore, and Reset Existing Fence	80	LF	\$ 32.00	\$ 2,560.00
<b>G.9</b>	Side Street and Property Landscape Restoration	1	LS	\$ 29,000.00	\$ 29,000.00
<b>G.10</b>	Adjust Pull Box	2	EA	\$ 1,600.00	\$ 3,200.00
<b>G.11</b>	Adjust Sanitary Sewer Manholes	6	EA	\$ 260.00	\$ 1,560.00
<b>G.12</b>	Adjust Water Valve Boxes	4	EA	\$ 97.00	\$ 388.00
<b>G.13</b>	Adjust Water Reuse Manholes	3	EA	\$ 260.00	\$ 780.00
<b>Subtotal for Bid Form 2, Section G. - Removals and Restoration:</b>					<b>\$ 339,328.00</b>
Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>H. Pedestrian Improvements</b>					
<b>H.1</b>	Concrete Sidewalk	3,350	SY	\$ 100.00	\$ 335,000.00
<b>H.2</b>	Concrete Curb Ramp	445	SY	\$ 470.00	\$ 209,150.00
<b>H.3</b>	Sidewalk Chase Drain	1	EA	\$ 6,500.00	\$ 6,500.00
<b>H.4</b>	Stamped Concrete	300	SY	\$ 270.00	\$ 81,000.00
<b>H.5</b>	Concrete Driveway (6-inch Thickness)	1,200	SY	\$ 110.00	\$ 132,000.00
<b>Subtotal for Bid Form 2, Section H. - Pedestrian Improvements:</b>					<b>\$ 763,650.00</b>

Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>I. Street Improvements</b>					
I.1	Hot Mix Asphalt (GR-SX)(75)(PG 76-28)	1,100	TON	\$ 280.00	\$ 308,000.00
I.2	Hot Mix Asphalt (GR-S)(75)(PG 64-22)	1,350	TON	\$ 210.00	\$ 283,500.00
I.3	Aggregate Base Course (Class 6)	4,100	TON	\$ 58.00	\$ 237,800.00
I.4	Import Granular Subgrade	9,100	SY	\$ 28.00	\$ 254,800.00
I.5	Curb and Gutter Type 2 (Section II-B, 6-inch Tall)	3,450	LF	\$ 46.00	\$ 158,700.00
I.6	Mountable Curb and Gutter (3-inch Tall)	1,360	LF	\$ 51.00	\$ 69,360.00
I.7	Mountable Curb and Gutter (4-inch Tall)	700	LF	\$ 51.00	\$ 35,700.00
I.8	Curb and Gutter Transition	350	LF	\$ 49.00	\$ 17,150.00
I.9	Cross Pan (4 foot Wide)	80	LF	\$ 210.00	\$ 16,800.00
I.10	Unclassified Excavation (Complete in Place)	6,500	CY	\$ 30.00	\$ 195,000.00
I.11	Epoxy Pavement Marking	2,000	SF	\$ 3.55	\$ 7,100.00
I.12	Thermoplastic Pavement Marking (Crosswalk, Stop Line)	1,030	SF	\$ 20.00	\$ 20,600.00
I.13	Signs and Posts (Complete)	32	EA	\$ 470.00	\$ 15,040.00
I.14	Pedestrian and Street Improvement Force Account	1	LS	\$ 100,000.00	\$ 100,000.00
<b>Subtotal for Bid Form 2, Section I. - Street Improvements:</b>					<b>\$ 1,719,550.00</b>

Subtotals from above (Bid Form 2)	
Section G (Removals/ Restoration) Subtotal:	\$ 339,328.00
Section H (Pedestrian) Subtotal:	\$ 763,650.00
Section I (Street) Subtotal:	\$ 1,719,550.00
<b>Bid Form 2 TOTAL:</b>	<b>\$ 2,822,528.00</b>

**BID FORM 3****Broomfield Heights Stormwater Improvements (ARPA22BHSWTR)****Bid Alternate 1 - Bioswale****Adds to Cost of Stormwater Base Bid (Bid Form 1) --- See Construction Documents Sheets: 56, L3.4 & L4.1**

All bids shall be submitted on the bid forms provided. The quantities appearing in the bid forms are estimates prepared for the comparison of bids. The quantities of work performed and materials to be furnished may be increased, decreased or omitted. Payment will be based on the actual quantities of work performed. Contractor price must include all necessary material, labor and other appurtenances for a complete and working project per the project Bid Documents, Construction Documents and Measurement & Payment Specifications. Round all Unit Costs to the nearest \$.01.

Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>C. Storm Drain (Adds to Section C)</b>					
<b>C.80</b>	Additional Mobilization, Demobilization and General Work	1	LS	\$ 22,000.00	\$ 22,000.00
<b>C.81</b>	Additional Traffic Control	1	LS	\$ 7,700.00	\$ 7,700.00
<b>C.82</b>	Additional Erosion Control	1	LS	\$ 2,100.00	\$ 2,100.00
<b>C.83</b>	Mac-Wrap or approved Equal (4'x10' RCBC)	18	EACH	\$ 980.00	\$ 17,640.00
<b>C.84</b>	Area Inlet - CDOT Type C	1	EACH	\$ 7,000.00	\$ 7,000.00
<b>C.85</b>	18" Reinforce Concrete Pipe, Class III (Complete in Place)	60	LF	\$ 180.00	\$ 10,800.00
<b>Subtotal for Bid Form 3, Section C. - Additional Storm Drain:</b>					<b>\$ 67,240.00</b>
Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>J. Bioswale (Additional Costs for Bioswale)</b>					
	<b>Site Work</b>				
<b>J.1</b>	Tree Protection Fencing	8	EACH	\$ 490.00	\$ 3,920.00
<b>J.2</b>	Topsoil Import (6" Depth)	450	CY	\$ 61.00	\$ 27,450.00
<b>J.3</b>	Bio-Retention Soil Mix (BSM) (18" depth)	350	CY	\$ 150.00	\$ 52,500.00
<b>J.4</b>	BSM Rock Bedding (12" depth)	6,200	SF	\$ 4.15	\$ 25,730.00
<b>J.5</b>	Feature Boulders	20	EACH	\$ 650.00	\$ 13,000.00
<b>J.6</b>	Earthwork	2,700	CY	\$ 4.30	\$ 11,610.00
<b>J.7</b>	Earthwork Disposal	2,500	CY	\$ 30.00	\$ 75,000.00
	<b>Hardscape</b>				
<b>J.8</b>	4" Slotted PVC Underdrain (includes cleanouts, etc.)	400	LF	\$ 46.00	\$ 18,400.00
<b>J.9</b>	Educational Signage at School	1	EACH	\$ 5,900.00	\$ 5,900.00
<b>J.10</b>	Stabilized Crusher Fines w/ Weed Barrier Fabric	320	SF	\$ 7.00	\$ 2,240.00
<b>J.11</b>	Steel Landscape Edger	80	LF	\$ 11.00	\$ 880.00

J.12	Concrete Curb 8"	30	LF	\$ 53.00	\$ 1,590.00
<b>Landscape Materials</b>					
J.13	Ornamental Grasses (#1 Container)	38	EACH	\$ 43.00	\$ 1,634.00
J.14	Perennials (#1 Container)	23	EACH	\$ 43.00	\$ 989.00
J.15	Water Quality Plugs (18" Spacing)	1,790	EACH	\$ 13.00	\$ 23,270.00
J.16	Hybrid Bluegrass Sod (Replace at Park) with Soil Preparation <i>(Unit Cost must be the same as item F.7 from Bid Form 1) [This is a deduct]</i>	-5,089	SF	\$ 2.95	\$ (15,012.55)
J.17	Low Grow Upland Seed Mix with Soil Preparation	18,300	SF	\$ 2.95	\$ 53,985.00
J.18	Water Quality Seed Mix with Soil Preparation	6,200	SF	\$ 2.95	\$ 18,290.00
<b>Irrigation</b>					
J.19	New Irrigation (Pop-up Spray at Bioswale)	1	LS	\$ 13,000.00	\$ 13,000.00
J.20	Bioswale Force Account	1	LS	\$ 20,000.00	\$ 20,000.00
<b>Subtotal for Bid Form 3, Section J. - Bioswale:</b>					<b>\$ 354,375.45</b>

<b>Subtotals from above (Bid Form 3)</b>	
<b>Section C (Addtl. Storm Drain) Subtotal:</b>	<b>\$ 67,240.00</b>
<b>Section J (Bioswale) Subtotal:</b>	<b>\$ 354,375.45</b>
<b>Bid Form 3 TOTAL:</b>	<b>\$ 421,615.45</b>



**BID FORM 4****Broomfield Heights Stormwater Improvements (ARPA22BHSWTR)****Bid Alternate 2 - Sanitary Sewer Replacement (at box culvert crossings - no lining)*****Replaces Section E of Stormwater Base Bid (Bid Form 1) --- See Construction Documents Sheet 78***

All bids shall be submitted on the bid forms provided. The quantities appearing in the bid forms are estimates prepared for the comparison of bids. The quantities of work performed and materials to be furnished may be increased, decreased or omitted. Payment will be based on the actual quantities of work performed. Contractor price must include all necessary material, labor and other appurtenances for a complete and working project per the project Bid Documents, Construction Documents and Measurement & Payment Specifications. Round all Unit Costs to the nearest \$.01.

Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>Alt E. Sanitary Sewer (Replaces Section E)</b>					
<b>(Alt) E.1</b>	Install Sanitary 4ft Dia Manhole- connect to existing Sanitary <i>(Bid Cost must be same as Bid Form 1, E.1)</i>	1	EACH	\$ 5,800.00	\$ 5,800.00
<b>(Alt) E.2</b>	Relocate Sanitary Sewer Service (at Emerald Elem) <i>(Bid Cost must be same as Bid Form 1, E.2)</i>	1	EACH	\$ 6,900.00	\$ 6,900.00
<b>(Alt) E.3</b>	Remove and Dispose Sanitary Sewer	700	LF	\$ 12.00	\$ 8,400.00
<b>(Alt) E.4</b>	Install 10" SDR 35 Sanitary Sewer	70	LF	\$ 230.00	\$ 16,100.00
<b>(Alt) E.5</b>	Install 8" SDR 35 Sanitary Sewer	600	LF	\$ 260.00	\$ 156,000.00
<b>(Alt) E.6</b>	Install 6" SDR 35 Sanitary Sewer	30	LF	\$ 430.00	\$ 12,900.00
<b>(Alt) E.7</b>	Connect to Existing Sanitary Sewer (10")	1	EACH	\$ 7,700.00	\$ 7,700.00
<b>(Alt) E.8</b>	Connect to Existing Sanitary Sewer (8")	10	EACH	\$ 7,700.00	\$ 77,000.00
<b>(Alt) E.9</b>	Connect to Existing Sanitary Sewer (6")	2	EACH	\$ 7,700.00	\$ 15,400.00
<b>(Alt) E.10</b>	Connect to Existing Manhole	9	EACH	\$ 7,700.00	\$ 69,300.00
<b>(Alt) E.11</b>	Sanitary Sewer By-Pass	1	LS	\$ 177,000.00	\$ 177,000.00
<b>(Alt) E.12</b>	Sanitary Sewer Force Account	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Bid Form 4 Total (Cost for Bid Alternate 2 - Sanitary Sewer Replacement)</b>					<b>\$ 567,500.00</b>

**BID FORM 5****Broomfield Heights Stormwater Improvements (ARPA22BHSWTR)****Bid Alternate 3 - Additional Sanitary Sewer Lining****Adds to cost of Stormwater Base Bid (Bid Form 1), Section E --- See Construction Documents Sheet 79-83**

All bids shall be submitted on the bid forms provided. The quantities appearing in the bid forms are estimates prepared for the comparison of bids. The quantities of work performed and materials to be furnished may be increased, decreased or omitted. Payment will be based on the actual quantities of work performed. Contractor price must include all necessary material, labor and other appurtenances for a complete and working project per the project Bid Documents, Construction Documents and Measurement & Payment Specifications. Round all Unit Costs to the nearest \$.01.

Item		Estimated	Unit of	Unit	Item
Number	Description	Quantity	Measure	Cost (\$)	Cost (\$)
<b>E. Sanitary Sewer (Adds to Section E of the Base Bid)</b>					
<b>E.16</b>	Additional Mobilization, Demobilization and General Work	1	LS	\$ 14,000.00	\$ 14,000.00
<b>E.17</b>	Additional Traffic Control	1	LS	\$ 7,700.00	\$ 7,700.00
<b>E.18</b>	Additional Erosion Control	1	LS	\$ 2,100.00	\$ 2,100.00
<b>E.19</b>	8" Sanitary Sewer Lining - Garnet Street	210	LF	\$ 130.00	\$ 27,300.00
<b>E.20</b>	8" Sanitary Sewer Lining - 1st Avenue	390	LF	\$ 100.00	\$ 39,000.00
<b>E.21</b>	8" Sanitary Sewer Lining - Hemlock Street	430	LF	\$ 100.00	\$ 43,000.00
<b>E.22</b>	8" Sanitary Sewer Lining - Iris Street	320	LF	\$ 110.00	\$ 35,200.00
<b>E.23</b>	8" Sanitary Sewer Lining - Jade Street	320	LF	\$ 110.00	\$ 35,200.00
<b>E.24</b>	8" Sanitary Sewer Lining - Kohl Street	270	LF	\$ 110.00	\$ 29,700.00
<b>E.25</b>	Additional Sanitary Sewer By-Pass	1	LS	\$ 6,000.00	\$ 6,000.00
<b>Bid Form 5 Total (Cost for Bid Alternate 3 - Additional Sanitary Sewer Lining)</b>					<b>\$ 239,200.00</b>

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS for CCOB**

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 for CCOB & CDOT Contracts		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	<b>Commercial General Liability</b> <ul style="list-style-type: none"> <li>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.</li> </ul>	Minimum Limits: <ul style="list-style-type: none"> <li>\$2,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project)</li> <li>● \$1,000,000 Personal and Advertising Injury</li> <li>\$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)</li> </ul>
2.	<b>Automobile Liability</b> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>	Minimum Limit: <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>
3.	<b>Workers' Compensation</b> <ul style="list-style-type: none"> <li>Worker's Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws for all employees to be engaged in work at the site and, in case of any such work sublet, the contractor/vendor shall require the Subcontractor(s) similarly to provide such insurance. The insurance shall provide a waiver of subrogation in favor of the City and County of Broomfield.</li> </ul>	Employer's Liability with Minimum Limits: <ul style="list-style-type: none"> <li>\$1,000,000 Each Accident</li> <li>\$1,000,000 Each Employee by Disease</li> <li>\$1,000,000 Disease Aggregate</li> </ul>
4.	<b>Environmental Liability Insurance</b> 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"> <li>● \$2,000,000 Each Occurrence/Aggregate</li> </ul>
5.	<b>Professional Liability (May need for CDOT; Not required for CCOB)</b> <ul style="list-style-type: none"> <li>Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following coverages:               <ul style="list-style-type: none"> <li>Limited Contractual Liability</li> <li>If coverage is Claims Made, a retroactive date prior to the inception of the work</li> <li>If coverage is Claims Made, similar coverage must be maintained for six years following the completion of the work or an extended reporting period of 72 months must be purchased</li> </ul> </li> </ul>	Minimum Limit: <ul style="list-style-type: none"> <li>\$2,000,000 Per Claim /Aggregate</li> </ul>

6.	<b>Excess Liability Coverage</b> <ul style="list-style-type: none"><li>● Policy shall provide liability coverage over the specified Commercial General Liability and Auto Liability.</li></ul>	Minimum Limit: <ul style="list-style-type: none"><li>● Limits of at least: \$8,000,000</li></ul>
<b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations), and Umbrella or Excess Liability insurance policies. A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies. <b>Certificate Holders are:</b> City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a>		

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

## EXHIBIT D

### FEDERAL UNIFORM GRANT GUIDANCE REQUIRED CONTRACT CLAUSES

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

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

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

Updated 7/22/2024

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

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

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

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

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

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

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

- (a) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of

10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

(b) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the City or otherwise disposed of as directed by the City.

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

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

(a) All payments previously made by City for work or other services covered by Contractor's final invoice;

(b) Any claim which City may have against Contractor in connection with this Agreement;

(c) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 4; and

(d) In instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

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

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



1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**D. DAVIS-BACON ACT COMPLIANCE.** (Applicable to prime construction contracts exceeding \$2,000; see 2 CFR Part 200, Appendix II(D) - Provided that for ARPA funded projects the requirements are different - see Agreement Section 10)

1. The Contractor shall comply with 40 U.S.C. 3141-3148 as supplemented by 29 C.F.R. Part 5.

2. All laborers and mechanics employed by the Contractor on construction work pursuant to this Agreement, and subject to the provisions of the federal acts and regulations listed herein, shall be paid wages at rates not less than the prevailing wages on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. In addition, the Contractor must pay wages not less than once a week.

3. The parties acknowledge that the City must report all suspected or reported violations to the Federal awarding agency.

4. The Contractor shall also comply and ensure subcontractor compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As such Contractor and any subcontractors thereof are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

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

The Contractor shall comply with the following:

1. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

2. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated

damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

4. *Payrolls and basic records.*

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

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

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

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

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

If the Federal award providing funding for this Agreement meets the definition of “funding Agreement” under 37 CFR § 401.2 (a) and this Agreement is between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that Funding Agreement, the City and Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

1. Clean Air Act.

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

2. Federal Water Pollution Control Act.

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

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

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

I. **BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE.** (Applicable to awards or contracts of \$100,000; see 2 CFR Part 200, Appendix II(I)) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification set forth in CERTIFICATION REGARDING LOBBYING, 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer

or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

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

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

- (a) Procure or obtain;
  - (b) Extend or renew a contract to procure or obtain; or
  - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company of ZTE Corporation (or any subsidiary or affiliate of such entities).
- 
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications, equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced by an entity that the Secretary of Defense in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

**L. DOMESTIC PREFERENCE.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(L))

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

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

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

1. If subcontracts are to be let, Contractor must take the following affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor surplus firms are used when possible:
  - (a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
  - (b) Assuring that small and minority businesses, and women’s business enterprises

are solicited whenever they are potential sources;

- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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



# City and County of Broomfield

## City Council Regular Meeting

### D. Proposed Resolution for an IGA Amendment with CDOT for the US287/120th Sidepath Infill Project

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6D.
Presented By	
Brian Graham, CIP Manager	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

The original intergovernmental agreement (IGA) for the US 287/120th Ave Sidepath Infill and Transit Access Improvements Project was approved by City Council on June 8, 2021. The project is now under construction. CDOT is requesting an amendment to the original IGA. Amendment #1 to the Intergovernmental Agreement adds CDOT Form 1243, the Local Agency Contract Administration Checklist, to the agreement. This form was not originally required, however, as per CDOT's updated procedures, all Local Agency projects must now include this form. The project is nearly complete and the amendment does not affect the project budget or schedule.

### **Attachments**

[Memo - Amendment to the IGA Between the CCOB and CDOT for US 287\\_120th Ave Sidepath Infill and Transit Access Improvements Project.pdf](#)

[Resolution 2024-157.pdf](#)

[Complete Draft AM1 Broomfield \(24351\) 331002420 Oct 9 2024.pdf](#)



## Summary

[View Correspondence](#)

[View Presentation](#)

The original intergovernmental agreement (IGA) for the US 287/120th Ave Sidepath Infill and Transit Access Improvements Project was approved by City Council on June 8, 2021. The project is now under construction.

The project involves the design and construction of missing sidepath sections, Americans with Disability Act (ADA) improvements, and improved access to transit facilities between Quay Street and Vrain Street on US 287/120th Avenue.

CDOT is requesting an amendment to the original IGA. Amendment #1 to the Intergovernmental Agreement adds CDOT Form 1243, the Local Agency Contract Administration Checklist, to the agreement. This form outlines the contractual and administrative responsibilities of the parties involved in the project.

This form was not originally required, however, as per CDOT's updated procedures, all Local Agency projects must now include this form.

The project is nearly complete and the amendment does not affect the project budget or schedule.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

On June 8, 2021 Council approved Resolution No. [2021-77](#), authorizing and approving an Intergovernmental Agreement Between the City and County of Broomfield and the Colorado Department of Transportation for the US 287/120th Avenue Sidepath Infill & Transit Access Improvements Project.

On October 26, 2021 Council approved Resolution No. [2021-178](#) to adopt the 2022 budget for the City and County of Broomfield which included funding for the US287/120th Avenue Sidepath Infill & Transit Access Improvements Project.

On November 9, 2021 Council approved Resolution No. [2021-188](#), authorizing and approving a consulting agreement with ACL, Inc for the design of the US287/120th Avenue Sidepath Infill & Transit Access Improvements Project.

On October 25, 2022 Council approved Resolution [2022-112](#) approving the Third Budget Amendment to the 2022 City and County of Broomfield Budget for Capital and Operating Budget Adjustments adjusting the design and construction cost of the US287/120th Avenue Sidepath Infill & Transit Access Improvements Project.

On January 24, 2023 Council approved Resolution No. [2023-26](#) for Amendment Two to the Agreement Between the City and County of Broomfield and ACL, Inc. for Engineering Design of the US 287/120th Avenue Sidepath Infill & Transit Access Improvements Project.

On August 13, 2024 Council approved Resolution No. [2024-102](#) for authorizing and approving an agreement with Noraa Concrete Construction Corporation for the construction of the US 287/120th Avenue Sidepath Infill & Transit Access Improvements Project.

## **Boards and Commissions Prior Actions and Recommendations**

N/A

## **Proposed Actions / Recommendations**

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

**That Resolution 2024-157 be adopted.**

## **Alternatives**

N/A

RESOLUTION NO. 2024-157

A Resolution Approving Amendment # 1 to the Intergovernmental Agreement with the Colorado Department of Transportation for the US 287/120th Ave Sidepath Infill and Transit Access Improvements

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

Section 1.

Amendment # 1 to the Intergovernmental Agreement by and between the City and County of Broomfield and the Colorado Department of Transportation through the Safer Main Streets Program for the US 287/120th Ave Sidepath Infill and Transit Access Improvements is hereby approved.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the amendment to the intergovernmental 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 December 3, 2024

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

KKH

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

# STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: C M145-015 (24351)

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Transportation		<b>Amendment Routing Number</b> 21-HA1-XC-00062-M0002
<b>Local Agency</b> CITY & COUNTY OF BROOMFIELD		<b>Original Agreement Routing Number</b> 21-HA1-XC-00062
<b>Agreement Maximum Amount</b>	\$2,500,000.00	<b>Agreement Performance Beginning Date</b> July 02, 2021
		<b>Initial Agreement expiration date</b> March 30, 2031

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Transportation Shoshana M. Lew, Executive Director  _____ Keith Stefanik, P.E., Chief Engineer  Date: _____	
<b>LOCAL AGENCY</b> CITY & COUNTY OF BROOMFIELD  _____  By: Guyleen Castriotta, Mayor  Date: _____	<b>SECOND LOCAL AGENCY SIGNATURE, IF NEEDED</b> CITY & COUNTY OF BROOMFIELD  Attest: _____ Crystal Clemons, City & County Clerk Date: _____  Approved as to Form: _____ Nancy Rodgers, City & County Attorney  Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

<b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Department of Transportation  Amendment Effective Date: _____
--

**1) PARTIES**

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

**3) EFFECTIVE DATE AND ENFORCEABILITY**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

**4) PURPOSE**

The Parties entered into the Agreement for the US287/120TH-Sidepath Infill Brmfld-SMS project. The Parties now desire to include the Local Agency Contract Administration Checklist as an Exhibit to the agreement.

**5) MODIFICATIONS**

a) The Local Agency Contract Administration Checklist is attached as Exhibit E.

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**Exhibit E-****Local Agency Contract Administration Checklist**

COLORADO DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST</b>			
Project No. C M145-015	STIP No. SR12020	Project Code 24351	Region 01
Project Location 120TH AVE/US 287 IN BROOMFIELD BETWEEN TELLER AND VRAIN			Date 10/3/2024
Project Description US287/120TH-SIDEPATH INFILL BRMFLD-SMS			
Local Agency City and County of Broomfield	Local Agency Project Manager Kelly Behling		
CDOT Resident Engineer Adam Parks	CDOT Project Manager Jeffrey Guevara		
<b>INSTRUCTIONS:</b> <p>This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.</p> <p>The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p> <p>Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p>			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		<b>TIP / STIP AND LONG-RANGE PLANS</b>		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		<b>x</b>
		<b>FEDERAL FUNDING OBLIGATION AND AUTHORIZATION</b>		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		<b>x</b>
		<b>PROJECT DEVELOPMENT</b>		
1	5.1	Prepare Design Data - CDOT Form 463	<b>x</b>	
	5.2	Determine Delivery Method		
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		<b>x</b>
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> <li>Project Development</li> <li>Construction Contract Administration (including Fabrication Inspection Services)</li> </ul>	<b>x</b> <b>x</b>	<b>#</b> <b>#</b>
3,3A	5.5	Conduct Design Scoping Review Meeting	<b>x</b>	<b>x</b>
3,6	5.6	Conduct Public Involvement	<b>x</b>	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	x	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	x	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	x	#
3	5.10	Obtain Utility and Railroad Agreements	x	#
3	5.11	Conduct Final Office Review (FOR)	x	#
3A	5.12	Justify Force Account Work by the Local Agency	x	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	x	#
3	5.14	Document Design Exceptions - CDOT Form 464	x	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	x	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	x	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	x	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	x	#
	5.21	Ensure Authorization of Funds for Construction		x
	5.22	Use Electronic Signatures	x	
	5.23	File Project Development Records/Documentation in ProjectWise		x
<b>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</b>				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		N/A
	6.2	Determine Applicability of Davis-Bacon Act This project <input checked="" type="checkbox"/> is <input type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)  <b>Jeffrey Guevara</b> <u>10/3/2024</u> CDOT Design Project Manager Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		N/A
	6.4	Enforce Prompt Payment Requirements	x	
	6.5	Use Electronic Tracking and Submission Systems – B2GNow <input checked="" type="checkbox"/> LCPtracker <input type="checkbox"/>	x	
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	N/A	N/A
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	N/A	N/A
<b>ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS</b>				
Federal Project (use 7.1 series in Chapter 7) <input type="checkbox"/> Non-Federal Project (Use 7.2 series in Chapter 7) <input checked="" type="checkbox"/>				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	x	#
7		Advertise for Bids	x	#
7		Concurrence to Advertise		x
7		Distribute "Advertisement Set" of Plans and Specifications	x	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	x	
7		Open Bids	x	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)	N/A	N/A
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.	N/A	N/A
		Submit required documentation for CDOT award concurrence	x	
		Concurrence from CDOT to Award		x

		Approve Rejection of Low Bidder		<b>x</b>
7,8		Award Contract (federal)	<b>x</b>	<b>#</b>
<b>LA WR</b>	<b>NO.</b>	<b>DESCRIPTION OF TASK</b>	<b>RESPONSIBLE PARTY</b>	
			<b>LA</b>	<b>CDOT</b>
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	<b>x</b>	
<b>CONSTRUCTION MANAGEMENT</b>				
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	<b>x</b>	
8	8.1	Issue Notice to Proceed to the Contractor	<b>x</b>	<b>#</b>
8	8.2	Project Safety	<b>x</b>	<b>#</b>
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications ( <b>Structures</b> )	<b>x</b>	<b>#</b>
		Pre-survey • Construction staking • Monumentation	<b>x</b> <b>x</b>	<b>#</b>
		Partnering (Optional)	N/A	N/A
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i> )	<b>x</b>	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )	<b>x</b>	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )	<b>x</b>	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	<b>x</b>	<b>#</b>
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."  Kelly Behling _____ 303-439-6349 Local Agency Professional Engineer Phone number	<b>x</b>	
		<b>Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications</b>	<b>x</b>	
		Construction inspection and documentation (including projects with structures)	<b>x</b>	
		Fabrication Inspection and documentation	<b>x</b>	<b>#</b>
9	8.6	Review and Approve Shop Drawings	<b>x</b>	<b>#</b>
9	8.7	Perform Traffic Control Inspections	<b>x</b>	<b>#</b>
9	8.8	Perform Construction Surveying	<b>x</b>	
9	8.9	Monument Right-of-Way	<b>x</b>	<b>#</b>
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system.  Provide the name and phone number of the person authorized for this task.  Kelly Behling _____ 303-439-6349 Local Agency Representative Phone number	<b>x</b>	<b>#</b>
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	<b>x</b>	<b>#</b>
9B	8.12	Prepare and Authorize Change Orders	<b>x</b>	<b>x</b>
9B	8.13	Submit Change Order Package to CDOT	<b>x</b>	
9A	8.14	Prepare Local Agency Reimbursement Requests	<b>x</b>	
9	8.15	Monitor Project Financial Status	<b>x</b>	<b>#</b>
9	8.16	Prepare and Submit Monthly Progress Reports	<b>x</b>	<b>#</b>
9	8.17	Resolve Contractor Claims and Disputes (No Federal Funds used for claims)	<b>x</b>	



	8.18	Conduct Routine and Random Project Reviews  Provide the name and phone number of the person responsible for this task.  <u>Andrea Hebard</u> <u>andrea.hebard@state.co.us</u> CDOT Construction Project Manager Email Address		x
9	8.19	Ongoing Oversight of DBE Participation	N/A	N/A
LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA CDOT	
	MATERIALS			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	x N/A	x N/A
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	x x	x x
9C	9.3	Perform Project Acceptance Samples and Tests	x	
9C	9.4	Perform Laboratory Acceptance Tests	x	
9C	9.6	Accept Manufactured Products  Inspection of structural components: On-system requires CDOT Approval • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	x x x	# # #
9C	9.6	Approve Sources of Materials On-system requires CDOT Approval	x	#
9C	9.7	Independent Assurance Testing (IAT) On-system requires CDOT Approval  Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> • Generate IAT schedule • Schedule and provide notification • Conduct IAT	x x	x
9C	9.8	Approve mix designs On-system requires CDOT Approval • Concrete • Hot mix asphalt	x x	# #
9C	9.9	Check Final Materials Documentation	x	#
9C	9.10	Complete and Distribute Final Materials Documentation	x	
	CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	x	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	x	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	x	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	N/A	N/A
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	N/A	N/A
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	N/A	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	N/A	

	10.8	Contract Compliance and Project Site Reviews	N/A	N/A
	<b>FINALS</b>			
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	x	#
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	<b>Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications</b>	x	
<b>LA WK</b>	<b>NO.</b>	<b>DESCRIPTION OF TASK</b>	<b>RESPONSIBLE PARTY</b> <b>LA CDOT</b>	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	x
	11.8	Review CDOT Form 1419	N/A	N/A
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)	x	#
11	11.11	Process Final Payment	x	
	11.12	Close out Local Project	x	x
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	x
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	x

cc: CDOT Resident Engineer/Project Manager  
CDOT Region Program Engineer  
CDOT Region Civil Rights Office

CDOT Region Materials Engineer  
CDOT Contracts and Market Analysis Branch  
Local Agency Project Manager



# City and County of Broomfield

## City Council Regular Meeting

### E. Proposed Resolution Third Amendment and Restated IGA for Secure Transport; Ordinance to Repeal the Ambulance Program - First Reading

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6E.
Presented By	
Jason Vahling	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

This proposed ordinance and resolution eliminates the local ambulance licensing program for City and County of Broomfield and removes ambulance service inspection and licensing from the multi-county Intergovernmental Agreement (IGA) for ambulance and secure transportation service inspection and licensing. This reflects Broomfield's desire to operate under the state ambulance licensing program that was established earlier this year.

### **Attachments**

[Memo Authorizing the Third Amended and Restated IGA for Secure Transportation Licensing and the Repeal of the Ambulance Program.pdf](#)

[Ordinance 2024-2260 Repealing Ambulance Services licensing chapter 5-40.pdf](#)

[Resolution 2024-170 to Adopt the Third Amended and Restated IGA for Secure Transportation Licensing and Inspection.pdf](#)

[Third Amended and Restated Intergovernmental Agreement.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

This proposed ordinance and resolution eliminates the local ambulance licensing program for the City and County of Broomfield and removes ambulance service inspection and licensing from the multi-county Intergovernmental Agreement (IGA) for ambulance and secure transportation service inspection and licensing. This reflects Broomfield's desire to operate under the state ambulance licensing program established earlier this year.

Beginning in 2001, the City and County of Broomfield established an ambulance licensing program administered by the Public Health and Environment (PHE) department (B.M.C. Chapter 5-40). Ambulance services are the transportation of patients originating in Broomfield by ambulance. In April 2023, Broomfield established a Secure Transportation Services program also administered by PHE (B.M.C. Chapter 5-43). Secure transportation services are urgent transportation services for individuals experiencing a mental health crisis. Under both programs, any service that wishes to operate in Broomfield must obtain a license and corresponding vehicle permit.

Since 2006, Broomfield has been participating in an IGA with Adams, Arapahoe, Boulder, Douglas, Elbert, and Jefferson counties for the purposes of operating a multi-county inspection and licensing program for ambulances. In 2023, the IGA was amended to add secure transportation services to the multi-county inspection and licensing program. Under the IGA, any ambulance or secure transportation service vehicle licensed and permitted to operate within one of the participating counties can provide service within the other participating counties without having to be separately inspected, licensed, and permitted. This reduces the administrative burden on all parties and helps to ensure a level of consistency across county lines.

[Senate Bill 22-225](#) established a requirement that ambulance service providers wishing to operate in Colorado must obtain a license from the Colorado Department of Public Health and Environment, in accordance with the rules adopted by the Colorado Board of Health, and which became effective July 1, 2024. Cities and counties may choose to require a local authorization in addition to the state license for an ambulance service to operate in their jurisdiction. The participating counties in the IGA have opted not to pursue this option. PHE staff recommends that Broomfield also no longer pursue local licensing for ambulances. As such, Broomfield and the other participating counties wish to amend and restate the IGA to remove the ambulance licensing components while retaining the multi-county agreement to operate the secure transportation services licensing and inspection program. Further, Broomfield seeks to repeal the ambulance license program from the municipal code.

Proposed Ordinance 2024-2260 will repeal Chapter 5-40 from the Broomfield Municipal Code in its entirety. Resolution 2024-170 authorizes the adoption of the amended and restated IGA that will remove the local ambulance licensing component.

## Financial Considerations

Under the Broomfield ambulance licensing program and per the multi-county IGA, ambulance service providers paid a fee of \$125 per permit, \$105 of which was paid to Jefferson County for conducting the inspections. In 2023, Broomfield issued nine permits, resulting in \$180 retained by the City to offset staff time and effort to process the applications and issue the license and permits. With the transition to a state

ambulance licensing program and the elimination of the Broomfield licensing program, Broomfield will no longer collect \$20 per permit, nor will staff time be expended to administer the program.

## Prior Council or Other Entity Actions

In 2006, Council adopted the original IGA among the participating counties for Broomfield to participate in the regional ambulance licensing and inspection program through [Resolution 2006-177-BH](#).

In 2010, Council adopted the first renewal/revision of the IGA in [Resolution 2010-179-BH](#).

In 2020, Council adopted an Amended and Restated IGA for Ambulance Inspection Services in [Resolution 2020-19-BH](#).

March 7, 2023: Council adopted the Second Amended and Restated IGA for Ambulance and Secure Transportation Inspection and Licensing Services in [Resolution 2023-27](#). Council also approved Ordinance No. 2208 Regulating Secure Transportation Services on first reading. It was approved on second reading on April 11, 2023.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the repeal of the Broomfield ambulance licensing program, the appropriate motion is...

**That Ordinance 2024-2260 be adopted on the first reading and ordered published in full, and that a second reading and public hearing take place on January 14, 2025.**

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

**That Resolution 2024-170 be adopted.**

## Alternatives

Do not approve the IGA and ordinance on first reading, and provide direction to staff concerning inspections for the secured transportation licensing program and the ambulance licensing program.

# **ORDINANCE NO. 2024-2260**

An ordinance repealing Broomfield Municipal Code Chapter 5-40 Ambulance Services

Whereas, beginning in 2001, the City and County of Broomfield established an ambulance licensing program that is administered by the Public Health and Environment (PHE) department and codified in B.M.C. Chapter 5-40; and

Whereas, since 2006, Broomfield has been participating with Adams, Arapahoe, Boulder, Douglas, Elbert, and Jefferson counties in a multi-county local inspection and licensing program for ambulances; and

Whereas, Senate Bill 22-225 established a requirement that ambulance service providers wishing to operate in Colorado must obtain a license from the Colorado Department of Public Health and Environment, in accordance with the rules adopted by the Colorado Board of Health, and which became effective July 1, 2024; and

Whereas, under Senate Bill 22-225, local governments may, but are not required to, license ambulance programs; and

Whereas, the counties participating in the multi-county program, including Broomfield, desire to no longer pursue local licensing for ambulances; and

Whereas, to make this change for Broomfield, City Council desires to repeal Chapter 5-40 from the Broomfield Municipal Code.

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

## **Section 1.**

Chapter 5-40, Ambulance Services, is repealed from the Broomfield Municipal Code in its entirety and the chapter is reserved.

## **Section 2.**

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

Introduced and approved after first reading on December 3, 2024, and ordered published in full.

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

The City and County of Broomfield, Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

---

City and County Attorney

RESOLUTION NO. 2024-170

A resolution approving the Third Amended and Restated Intergovernmental Agreement with Adams, Arapahoe, Boulder, Douglas, Elbert, and Jefferson counties for Secure Transportation Licensing and Inspection Services

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

Section 1.

The Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection Services attached hereto by and between the City and County of Broomfield and the Counties of Adams, Arapahoe, Boulder, Douglas, Elbert, and Jefferson Counties is hereby approved.

Section 2.

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

Section 4.

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

Approved on December 3, 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



### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

This **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection** (this “Agreement”), dated for reference purposes \_\_\_\_\_, 2024, is by and among the Colorado Counties of Adams, Arapahoe, Boulder, Douglas, Elbert, Jefferson and the City and County of Broomfield, and any additional county or city and county that executes this Agreement. Each county or city and county that is a signatory to this Agreement shall be referred to herein individually as a “**Participating County**,” and collectively as the “**Participating Counties**.”

#### **RECITALS**

- A. Under the provisions of the Secure Transportation Behavioral Health Crisis Act, C.R.S. §§ 25-3.5-103, 25-3.5-309, 25-3.5-310, 25-3.5-311, and 25-3.5-313, a regulatory and service system has been created to provide secure transportation services, with different requirements from traditional ambulance services, for individuals experiencing a behavioral health crisis. Effective January 1, 2023, the board of county commissioners of the county in which the secure transportation service is based (commissioners) shall issue a license to an entity (licensee), valid for 3 years, that provides secure transportation services if the minimum requirements set by rule by the state board of health are met or exceeded. The commissioners shall also issue operating permits, valid for 12 months following issuance, to each secure transport service vehicle operated by the licensee.
- B. Pursuant to Regulation 6 CCR 1011-4 (the “Standards for Secure Transportation Services”), adopted by CDPHE, each secure transport vehicle service is required to obtain a license in each Colorado county from which a patient being transported originates; and each secure transport vehicle operated by a duly licensed secure transport vehicle service in the State of Colorado must obtain a permit sticker, on an annual basis, by the Colorado county issuing the license, indicating that the secure transport vehicle and its equipment meets or exceeds applicable state and county requirements.
- C. Pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203, et seq., as amended, the parties hereto may cooperate and contract with one another to provide any lawful governmental function or service.
- D. Therefore, the Participating Counties wish to establish a reciprocal licensing program (“**Licensing Program**”), so that each secure transportation service which has obtained a duly issued license, and permit for each secure transportation service vehicle permit, in the Participating County in which secure transportation service is based, shall be authorized to operate in each of the Participating Counties, without the need to obtain additional licensure in the other Participating Counties, creating efficiency, cost savings and uniformity of operations for the Participating Counties and secure transportation service providers.
- E. In order to maximize efficiency and cost savings, as well as create uniformity in the Licensing Program, the Participating Counties also wish to establish a secure transportation service inspection program (“**Inspection Program**”) within the Licensing Program in order to provide a standardized secure transportation service vehicle inspection process that will be used by all the Participating Counties for licensing and permitting purposes.

### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

- F. The Participating Counties entered into an agreement dated September 1, 2010, for creation of a joint ambulance licensing and inspection program.
- G. The Participating Counties entered into an amended and restated agreement dated December 1, 2019, updating the joint ambulance licensing and inspection program.
- H. The Participating Counties entered into a second amended and restated agreement dated January 10, 2023, updating the joint ambulance licensing and inspection program and incorporating the secure transportation program.
- I. Effective July 1, 2024, the Colorado Department of Health and Environment will gain the authority to license ground ambulance agencies statewide; accordingly, the Participating Counties desire to rescind that portion of the IGA pertaining to ambulance licensing, and amend and restate the 2022 agreement, as provided herein, to remove the joint ambulance licensing and inspection program from this Agreement.

#### **AGREEMENT**

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, the Participating Counties hereby agree as follows:

#### **I. Definitions.**

In addition to the definitions set forth in the Recitals, or as otherwise provided for in this Agreement, the following terms are hereby defined as follows:

- A. **Inspector.** The individual or entity retained by the Program Committee, by contract or otherwise, to provide secure transportation inspection services for the Inspection Program.
- B. **Administrative Action.** Each Participating County has the authority to investigate, temporarily suspend, permanently suspend, or revoke the license of a secure transportation service provider for which it is the primary licensing authority.
- C. **Based.** For the purposes of this Agreement, a secure transportation service provider shall be deemed to be based in the Participating County where its headquarters or main offices are located. A list of the current secure transportation service providers, and the Participating Counties in which they are based, will be maintained by the Program Coordinator and provided to Participating Counties upon request.
- D. **Program Committee.** The Program Committee shall consist of one appointed representative from each of the Participating Counties. The Program Committee shall provide oversight and review of the Licensing and Inspection Programs. The Participating Counties authorize their respective representatives to bind the Participating Counties with respect to the performance of this Agreement. In the event a Participating County terminates its participation in this Agreement, its representative shall be removed from the Program Committee. All decisions of the Program Committee shall require the majority approval of all the members of the Program Committee, and each Participating County has one vote. The Program Committee shall have the duties provided herein.
- E. **Program Coordinator.** Jefferson County Public Health (“JCPH”) shall be the Program Coordinator for the Licensing Program and shall act as the authorized representative for the

### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

Program Committee until such time as this Agreement is terminated, or a new Program Coordinator is appointed. The Program Coordinator shall have the duties provided herein.

- F. **Participating Counties.** The Participating Counties are all the counties or city and counties that are signatories to this Agreement, including those counties or city and counties that execute this Agreement in years subsequent to the commencement of this Agreement.
- G. **Permit.** A sticker displayed on the lower left side of the windshield of a secure transportation service vehicle indicating that it has been inspected and passed inspection in order to operate in the County, or a Participating County, as more fully described in this Agreement. The sticker shall indicate the month and year of validation and expiration and have a sticker number that will be associated with the secure transportation service vehicle VIN.

## **II. Program Coordinator.**

- A. The Program Coordinator will have the following responsibilities:

The Program Coordinator will provide administrative oversight of the Licensing Program and will retain copies of all documents generated by the Licensing Program, shall provide copies of required documents to each Participating County having primary licensing authority in a timely manner, and shall provide all other documents to the Participating Counties as may be requested from time to time. The Program Coordinator will retain the records created or received in connection with this Agreement for at least seven years from the date of creation or receipt, or for such longer period as may be required by law.

The Program Coordinator will send copies of all completed inspection reports to each Participating County having primary licensing authority within ten days of receipt of the reports from the Inspector.

The Program Coordinator will notify the Participating Counties within five days in the event it receives a report from the Inspector of a serious event of non-compliance, or in the event it receives notice of an Administrative Action by a Participating County having primary licensing authority over a secure transportation service provider.

The Program Coordinator will provide the Participating Counties an annual operational and financial report, including number of inspections, operating expenses, and revenues.

The Program Coordinator will facilitate the hiring, retention, and replacement of the Inspector and the Program Coordinator will provide a status update to the Program Committee.

- B. Temporary Program Coordinator. The Participating Counties acknowledge that the Program Coordinator's first responsibility is to perform duties as assigned by the Program Coordinator's home agency. In the event of a designated public health event that results in the Program Coordinator being temporarily unable to perform the responsibilities of this Agreement, the Program Coordinator may select a Temporary Program Coordinator from among the Participating Counties and provide written notice to the Participating Counties of the selection. The Temporary Program Coordinator shall have the rights and responsibilities provided in this Agreement until such time as the Program Coordinator notifies the Participating Counties that the Program Coordinator is able to resume duties under this Agreement.

### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

- C. Resignation of Program Coordinator. The Program Coordinator may resign at any time by providing sixty days' notice to the Program Committee. In such event, the Program Committee shall appoint a new Program Coordinator to administer the Licensing and Inspection Programs, or terminate this Agreement as set forth herein.

#### **III. Program Committee.**

The Program Committee shall have the following responsibilities:

The Program Committee shall establish a "Secure Transportation Service Multi-County Application" for use by each of the Participating Counties. The requirements contained within the respective Applications will be determined by the Program Committee and will be reviewed on at least an annual basis. The Applications will refer to all supporting documents that are within the corresponding Secure Transportation Licensing Program Procedures. The Applications will be revised as necessary to remain in compliance with any amendments to the relevant state statutes and regulations, and any other applicable state or federal laws, rules or regulations.

The Program Committee shall review and make recommendations to the Program Coordinator regarding the scope of services and retention of the Inspector and shall determine the process by which the Program Committee shall make such recommendations. The Program Committee may recommend to the Program Coordinator whether to retain or terminate the Inspector.

#### **IV. Licensing Program.**

- A. Licensing Procedure. Each Participating County shall act as the primary licensing authority for the secure transportation service providers based within the jurisdiction of said Participating County. The respective licensing procedures shall be conducted in accord with the applicable ordinances or regulations adopted by said Participating County. Secure transportation licensing procedures are subject to the Secure Transportation Behavioral Health Crisis Act and the Standards for Secure Transportation Services.

Upon issuance, or renewal, of a license, for each secure transportation service based within a Participating County, said license, as well as the secure transportation service vehicle permits issued therewith, shall have reciprocity within every other Participating County, allowing the secure transportation service provider to operate in all of the Participating Counties without the need to obtain additional licensure, until such time as said license expires by its terms or is terminated or suspended by Administrative Action, as more fully provided herein.

Each Participating County shall send notice of license issuance and renewal, within ten business days thereof, to the Program Coordinator, who shall maintain records and act as an information clearing house to all of the other Participating Counties.

- B. Secure Transportation Providers Outside of Participating Counties. Secure transportation service providers based outside of the Participating Counties shall only require licensure to operate in the Participating Counties if they transport individuals from within the Participating Counties, subject to the specific exceptions set forth in the Secure Transportation Behavioral Health Crisis Act. A secure transportation service provider based outside of the Participating Counties will obtain licensure to operate within the Participating Counties by completing the License Program through the Participating County that is closest to where the service provider is based, or in the Participating

### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

County in which the service provider conducts the majority of its operations. For the purpose of this agreement, the Participating County issuing the license shall be deemed the primary licensing authority for that secure transportation service provider. Additional fees may apply.

- C. Exceptions to Secure Transportation Licensure. Pursuant to the Secure Transportation Behavioral Health Crisis Act and Standards for Secure Transportation Services, the following entities may provide secure transportation services to an individual experiencing a behavioral health crisis without a secure transportation license:
- i. Ground Ambulance Agencies, licensed pursuant to Section 25-3.5-301, C.R.S.;
  - ii. Transportation services provided by the Office of Behavioral Health (OBH) within the DHS;
  - iii. Emergency service patrols established pursuant to Section 27-81-115, C.R.S.;
  - iv. Law enforcement; or
  - v. As otherwise provided by law.
- D. Administrative Actions. Each Participating County shall also notify the Program Coordinator of the commencement of any Administrative Action against a secure transportation service provider, within five business days thereof, and shall update the Program Coordinator on a regular basis thereafter. The Program Coordinator shall then notify all other Participating Counties of the pending Administrative Action, within five business days thereof. Any temporary suspension, suspension or revocation, or other form of Administrative Action issued by the Participating County shall automatically be effective in all other Participating Counties.

It is the intention of Participating Counties that each secure transportation service provider will obtain its licensure in the Participating County in which it is based, with said license being honored in all other Participating Counties as meeting the requirements for operations as set forth by the Program Committee, and the relevant statutes and regulations. The Participating County with primary licensing authority shall maintain sole jurisdiction, for purposes of Administrative Action, over each secure transportation service provider based within its jurisdiction.

Each Participating County shall have the right to make a written request for the investigation of a secure transportation service provider (Requesting County) to the Participating County having primary licensing authority (Investigating County). The Investigating County shall conduct an investigation of any facts or allegations brought by the Requesting County and shall pursue Administrative Action as deemed warranted. The Requesting County will cooperate fully in such investigation by providing such information, evidence or testimony, as may be requested by the Investigating County. However, because the Investigating County has issued the license, only the Investigating County will have the final decision to issue Administrative Action to a secure transportation service provider based within its jurisdiction. A Participating County may report a disputed license or Administrative Action to the Program Committee for review.

#### **V. Inspection Program.**

In order to create efficiency, reduce costs, and create uniformity of operations, the Program Coordinator shall administer the Inspection Program through the Licensing Program. The Inspection Program shall provide a single Inspector to inspect, on an annual basis, all of the secure transportation vehicles of

### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

each service provider within the Participating Counties. The Participating Counties will use the results of the inspection by the Inspector to issue the appropriate license to the service providers within their respective jurisdictions.

Each secure transportation service provider must obtain an inspection annually for each secure transportation vehicle in service prior to the issuance of a permit by the Participating County having primary licensing authority, which inspection will be conducted pursuant to the guidelines set forth by the Program Committee, and pursuant to the requirements of the relevant statutes, regulations, and as otherwise required by law.

Prior to inspection by the Inspector, each secure transportation vehicle in service will also obtain an annual motor vehicle condition inspection to ensure that each secure transportation service vehicle in service is being properly maintained, the requirements of which will be determined by the Program Committee.

Each secure transportation vehicle that is brought into service during a licensing period, which has not otherwise been inspected as part of the yearly permit process, will be inspected by the Inspector, prior to being issued a permit and authorized for service. However, such permit will expire concurrently with all other permits of the secure transportation service provider, and such secure transportation vehicle will require re-inspection at the next yearly permit renewal for the secure transportation service provider.

The Program Coordinator will administer and coordinate all secure transportation vehicle inspections, and will retain copies of all inspection reports, transmit such reports to the Participating County having primary licensing authority, and provide said reports to all other Participating Counties requesting the same.

#### **VI. Participating Counties.**

A. Each Participating County shall have the following responsibilities:

- i. Each Participating County shall pay its share of the costs to administer the Licensing Program on or before March 1 of each year. Additionally, service fees for licensing and inspections must be paid prior to scheduling inspections.
- ii. Each Participating County will appoint one voting representative to serve on the Program Committee.
- iii. Each Participating County shall be solely responsible for administering its own licensing program, in accordance with the relevant statutes and regulations, for the secure transportation service providers based within its jurisdiction.
- iv. Each Participating County shall notify the Program Coordinator, within five business days thereof, and all other Participating Counties upon written request, of any Administrative Action commenced against a secure transportation service provider for which it has primary licensing authority.
- v. In order to create uniformity in operations, each Participating County shall rely on the inspection reports completed by the Inspector for all licensing and permitting within its jurisdiction and will not create additional rules or regulations more stringent than those adopted by the Program Committee, except with the approval of the Program Committee.

### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

- vi. All Participating Counties will honor the valid license issued by the Participating County having primary licensing authority over each secure transportation service provider, until such time as said license expires by its terms, is terminated or suspended by Administrative Action, or has its terms modified for special conditions approved by the Program Committee.
  - vii. Each Participating County agrees that no additional fees above the established fee structure will be imposed on a secure transportation service provider.
- B. Admission of New Participating Counties. Upon unanimous agreement of the Program Committee, any Colorado county or city and county may join this Agreement by execution of a signature page to this Agreement which shall be distributed to each existing Participating County. All references in this Agreement to Participating County or Counties shall include any county or any city and county which has later executed a signature page to this Agreement.

#### **VII. Funding and Accounting.**

- A. Budget. On or before November 1 of each year, the Program Coordinator will prepare and distribute to the Participating Counties a ("Program Budget") for the next calendar year itemizing in sufficient detail the administrative costs of administering the Licensing Program.
- i. The Program Budget will first be reviewed and approved by the Program Committee.
  - ii. A final Program Budget will be issued to the Participating Counties on or before December 1 of the preceding year.
  - iii. Amounts remaining at the end of a calendar year, attributable to the Licensing Program and Inspection Program, respectively, shall be applied as a credit to the cost of administering the Licensing Program and Inspection Program, respectively, in the following year's Program Budget.
- B. Service Fee. Each Participating County will pay its proportionate share of the costs to administer the Licensing Program based on the number of secure transportation service vehicle units inspected in the Participating County ("Service Fee"). The Program Coordinator agrees that he/she will only charge its direct costs for providing the services described herein.
- Each Participating County will be liable for its Service Fee for the next calendar year unless the Participating County gives written notice to the Program Coordinator, on or before November 15 of the preceding year, that said Participating County will be withdrawing from this Agreement.
- C. Administrative Fee. If the cost of administering the Inspection Program exceeds the capacity of the Program Coordinator's agency, the Program Coordinator may request an additional annual fee ("Administrative Fee") in the Program Budget, subject to approval of the Budget. Such a request shall include documentation of the cost impact on the Program Coordinator's agency.
- D. Records. The Program Coordinator shall maintain all financial records for the administration of the Licensing and Inspection Programs and shall make such financial records available to any Participating County for audit upon written request.

#### **VIII. Term.**

- A. Term. This Agreement shall take effect upon its execution by all Participating Counties. This

### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

Agreement may be amended at any time by mutual agreement of all Participating Counties. All Participating Counties on an annual basis will review this Agreement. This Agreement shall remain in effect until terminated by written notification.

#### **B. Termination.**

- i. Withdrawal. Any Participating County may terminate participation in the Program by providing written notice of its intent to withdraw on or before November 15 of the year preceding the calendar year in which the Participating County wishes to withdraw. In the event a Participating County withdraws from the terms and conditions of this Agreement, the Program Coordinator will notify all other Participating Counties within ten business days of receipt of such notification.
- ii. Termination by Program Coordinator. At any time that the Program Coordinator determines that there are an insufficient number of Participating Counties to make the administration of the Licensing Program economically efficient, then in such event, the Program Coordinator shall deliver written notice to the Program Committee, and the Program Committee shall either terminate this Agreement, by written notice to all Participating Counties, effective at the end of the current calendar year, or appoint a new Program Coordinator to administer the Licensing Program.

#### **IX. Conflict Resolution.**

The personnel of the Participating Counties, the Program Committee, and the Program Coordinator will seek each other's cooperation in carrying out the provisions of this Agreement. During the term of this Agreement, arrangements may be made for periodic meetings between the parties to promote understanding of, and adjustments to, any operation or activity involved herein.

In the event of any dispute arising out of this Agreement, the parties will use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Any party may initiate the mediation process with thirty days prior written notice to the other party. Unless otherwise agreed to by the parties in conflict, the dispute shall be submitted to mediation in Jefferson County, Colorado. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

The Program Coordinator will notify Participating Counties of the conflict status.

#### **X. Liability.**

- A. General. Each party hereto shall be solely liable for its own acts or omissions. Each party agrees to provide each other party written notice within thirty days of the knowledge of any claim or controversy arising or in any way related to this Agreement.

The parties agree that in the event any claim or suit is brought against either or both parties by any third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit.

The parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, immunities, limitations, or protections afforded to them under the Colorado



### **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection**

Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

- B. Program Coordinator. Remedies against the Program Coordinator or the Program Coordinator's agency for any claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of the Program Coordinator's responsibilities under this Agreement are expressly limited to return of the amounts paid by each Participating County to the Program Coordinator for the calendar year in which the breach occurred.

#### **XI. Miscellaneous.**

- A. Amendment. This Agreement represents the entire agreement among the parties and there are no oral or collateral agreements or understandings. Except as provided herein, this Agreement may be amended only by an instrument in writing signed by all of the parties hereto. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- B. Non-Appropriation. The payment of obligations is contingent upon funds for this Agreement being appropriated and budgeted. If any Participating County does not appropriate and budget funds for this Agreement, this Agreement shall terminate as to that Participating County.
- C. Assignment. This Agreement is predicated upon each party's special abilities and/or knowledge, and no party shall assign this Agreement, in whole or in part, without the prior written consent of the Program Committee.
- D. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives.
- E. Waiver. The failure of any party at any time to require performance of another party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by any party of any breach of any provision hereof be taken or held to be a waiver of any other or subsequent breach, or as a waiver of the provision itself.
- F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties to this Agreement that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. No person or entity that is not a party to this Agreement shall be entitled to the information regarding inspections performed or data produced or maintained under this Agreement, except as may be required by law.
- G. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by mail or facsimile machine, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing. Such notice shall be deemed to have been given when sent by facsimile machine or when deposited in the United States Mail.

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

- H. Conflict. In the event of a conflict between the terms and provisions of this Agreement and the relevant and applicable state statutes, as amended, the relevant and applicable state statutes shall control.
- I. Execution in Counterparts. This Agreement may be executed in counterparts with separate signature pages, and all such counterparts shall constitute one Agreement.
- J. Governmental Immunity. The parties acknowledge and agree that the Participating Counties, the Project Coordinator and the Program Committee, their respective officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended.
- K. Governing Law. This agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection as of the date set forth above.

*[Signature pages follow]*

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

**Jefferson County**

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County Manager

**Program Coordinator:**

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Jefferson County Public Health

With Notice to:

Jefferson County  
Attn: Anjanette Hawkins  
Address: 800 Jefferson County Parkway  
Golden, CO 80401  
Telephone: 303-271-8398  
Email: ahawkins@jeffco.us

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

**Participating Counties:**

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Adams County  
Board of County Commissioners

With Notice to:

Adams County  
Attn: Brian Hlavacek  
Address: 4430 South Adams County Parkway, 5<sup>th</sup> Floor, Suite W2000  
Brighton, CO 80601  
Telephone: 720.523.7209  
Email: [bhlavacek@adcogov.org](mailto:bhlavacek@adcogov.org)

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

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Carrie Warren-Gully, Chair  
Arapahoe County  
Board of County Commissioners

With Notice to:

Arapahoe County Attorney's Office  
Attn: Dawn Johnson  
Address: 5334 S. Prince St.  
Littleton, CO 80120  
Telephone: 303-795-4639  
Email: [djohnson@arapahoe.gov](mailto:djohnson@arapahoe.gov)

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

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City and County of Broomfield  
Mayor

With Notice to:

City and County of Broomfield  
Attn: City & County Attorney  
Address: 1 DesCombes Dr.  
Broomfield CO 80020  
Telephone: 303-438-6353  
Email: [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org)

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

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Boulder County  
Board of County Commissioners

With Notice to:

Boulder County  
Attn: Kathy Gissel, Permit & License Operations Manager  
Address: 2045 13<sup>th</sup> Street, Boulder, CO 80302  
Telephone: 720-564-2626  
Email: [kgissel@bouldercounty.org](mailto:kgissel@bouldercounty.org)

Ryan Singer  
Emergency Services Coordinator  
Boulder County Sheriff's Office  
[rsinger@bouldercounty.org](mailto:rsinger@bouldercounty.org)  
Cell: 720-237-7767  
Desk: 303-441-3625

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

Douglas County  
Board of County Commissioners

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With Notice to:

Douglas County  
Attn: Dan Avery, Special Projects Manager  
Address: 100 Third St., Castle Rock, CO 80104  
Telephone: 303-814-4332  
Email: davery@douglas.co.us



**Third Amended and Restated Intergovernmental Agreement for Secure Transportation  
Licensing and Inspection**

Elbert County  
Board of County Commissioners

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With Notice to:

Elbert County  
Attn: Aaron Borne  
Address: 751 Ute Avenue  
Kiowa, CO 80117  
Telephone: 303-330-8491  
Email: [aaron.borne@elbertcounty-co.gov](mailto:aaron.borne@elbertcounty-co.gov)



# City and County of Broomfield

## City Council Regular Meeting

### F. Proposed Resolution for the Assignment of Rights under HB 24-1175 to Broomfield Housing Alliance (BHA)

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6F.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

Passed in the 2024 legislative session, HB24-1175 Local Governments Rights to Property for Affordable Housing created a local government right of first refusal or offer to purchase qualifying multifamily property for the purpose of providing long-term affordable housing or mixed-income housing development. The City and County of Broomfield (CCOB) does not currently own or operate any affordable housing projects and does not foresee providing these services in the future; as a result, CCOB would likely waive our rights to the properties under HB24-1175. CCOB desires to assign its rights to Broomfield Housing Alliance (BHA) as our partner to allow for the ability to look at the individual properties and decide if they are suitable for an affordable housing program. This assignment will fully assign all of Broomfield's right as described in HB24-1175 to BHA, and BHA will be required to execute and record a certificate of compliance with the seller and to comply with applicable provisions for the right of first refusal and/or right of first offer as set forth in HB24-1175, while relieving Broomfield of all responsibilities under the new law.

### **Attachments**

[Memo for HB 24-1175-Right of First Refusal ROFR IGA\[Sharon Tessier\].pdf](#)

[Resolution No. 2024-161 authorizing the assignment of Right of First Refusal to Broomfield Housing Alliance .pdf](#)

[BHA Intergovernmental Agreement - Assignment of ROFR from HB24-1175 in 2024 - For Signature.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

In the 2024 legislative session, [HB24-1175](#) Local Governments Rights to Property for Affordable Housing, which creates a local government right of first refusal or offer to purchase qualifying multifamily property for the purpose of providing long-term affordable housing or mixed-income housing development.

The act creates a right of first refusal and a right of first offer for local governments to make an offer to purchase certain types of multifamily rental properties. Both the right of first refusal and the right of first offer terminate on December 31, 2029.

The City and County of Broomfield (CCOB) does not currently own or operate any affordable housing projects and does not foresee providing these services in the future; as a result, CCOB would likely waive our rights to the properties under HB24-1175. However, HB 24-1175 allows the local government to partner with certain other entities for the financing of the transaction and/or assign either right with respect to all applicable properties in the local government's jurisdiction. As a result, CCOB desires to assign its rights to Broomfield Housing Alliance (BHA) as our partner to allow for the ability to look at the individual properties and decide if they are suitable for an affordable housing program. This assignment will fully assign all of Broomfield's right as described in HB24-1175 to BHA, and BHA will be required to execute and record a certificate of compliance with the seller and to comply with applicable provisions for the right of first refusal and/or right of first offer as set forth in HB24-1175, while relieving Broomfield of all responsibilities under the new law.

The partnership with BHA and CCOB will be revisited upon termination date of December 31, 2029 and as part of the yearly reporting from BHA, BHA will include any information regarding any acquisitions obtained through this process.

## Financial Considerations

There is no direct fiscal impact relating to the decision to assign Broomfield's rights under this agreement. Broomfield does not purchase property for affordable housing and Broomfield would not have the funding in the foreseeable future to exercise the rights of first refusal or rights of first offer that is created with HB24-1175. As a result, staff is recommending assigning these rights to an entity, our local housing authority, that may be able to exercise these rights as properties become available.

## Prior Council or Other Entity Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the assignment of the right of first refusal and right of first offer to purchase to BHA, the appropriate motion is...

**That Resolution 24-161 be adopted.**

## **Alternatives**

Not adopt Resolution 2024-161, in which case Broomfield will retain the right of first refusal and right of first offer to purchase, and Housing staff will be responsible for addressing the notifications and taking the actions required by HB24-1175, which would include either waiving Broomfield's right to the property or assigning specific rights to certain properties to BHA, or regional housing authorities such as CHFA in the future.

# RESOLUTION NO. 24-161

A resolution authorizing the assignment of the Right of First Refusal and Right of First Offer to Purchase created under HB24-1175 to the Broomfield Housing Alliance

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

## Section 1.

The Intergovernmental Agreement between the City and County of Broomfield and the Housing Authority of the City and County of Broomfield, Colorado, a body corporate and politic, doing business as the Broomfield Housing Alliance, relating to the assignment of Broomfield's right of first refusal and right of first offer to purchase under HB24-1175 is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign the Agreement and those documents necessary for the completion of the transaction, with such technical additions, deletions, and variations as the City and County Attorney may deem necessary and appropriate and not inconsistent with this Resolution. The Office of the City and County Clerk is authorized to attest the Agreement if needed.

## Section 3.

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

Approved on December 3, 2024

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF  
BROOMFIELD AND THE BROOMFIELD HOUSING ALLIANCE RELATING TO THE ASSIGNMENT OF  
BROOMFIELD'S RIGHT OF FIRST REFUSAL AND FIRST OFFER TO PURCHASE MULTIFAMILY  
HOUSING**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), dated for reference purposes only this 3rd day of December, 2024, is made by and between the CITY AND COUNTY OF BROOMFIELD, a municipal corporation and county ("Broomfield"), and the Housing Authority of the City and County of Broomfield, Colorado, a body corporate and politic, doing business as the Broomfield Housing Alliance ("BHA" or the "Housing Authority"). Each of the governmental entities shall be referred to herein, individually by name or as a "Party" and, collectively, as the "Parties."

**RECITALS**

- A. BHA is the housing authority for the City and County of Broomfield.
- B. In 2024, the state legislature passed HB24-1175, which created a right of first refusal (the "ROFR") or first offer (the "ROFO") for local governments to purchase certain multifamily housing properties as more particularly described in C.R.S. 29-4-1201 et. seq.
- C. Under the new law which went into effect August 7, 2024, the owner of any multifamily rental properties that operate as affordable housing consisting of not less than five units, must provide the local government a right of first refusal to match an offer for the purchase of such property, subject to the local government's commitment to using the property as long-term affordable housing.
- D. Pursuant to C.R.S. 29-4-1202(2)(f) and C.R.S. 29-4-1202(2)(d), at any time the local government may assign the ROFR or the ROFO with respect to all qualifying properties to a housing authority that is within the local government's jurisdiction subject to the requirement that the qualifying property is used to preserve or be converted to long-term affordable housing and that all other provisions of the law apply to the assignee.
- E. Under the new legislation, both the ROFR and the ROFO terminate on December 31, 2029, and a local government is not entitled to exercise either right after that date unless the local government exercised the right before December 31, 2029 and the process has not concluded.
- F. Broomfield desires to assign its ROFR and ROFO under Part 12 to article 4 of title 29 to BHA, the local housing authority, pursuant to the terms and conditions as provided below.

**AGREEMENT**

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

1. TERM. The term of this Agreement shall commence upon execution of this Agreement by the last of the Parties hereto and be effective through December 31, 2029.
2. BROOMFIELD'S ASSIGNMENT OF ROFR AND ROFO.
  - 2.1. Assignment. Broomfield hereby assigns all of its rights, title and interest in the right of first refusal, as described in C.R.S. 29-4-1202, and the right of offer to purchase, as described in C.R.S. 29-4-1203, to BHA subject to BHA preserving or converting the qualified properties to long-term affordable housing as required by law.
  - 2.2. Notice of Assignment. In accordance with C.R.S. 29-4-1202(2)(f)(I) and C.R.S. 29-4-1203(2)(d), upon execution of this Agreement, Broomfield shall post a notice in a conspicuous location on its website indicating that Broomfield has assigned its right of first refusal and list BHA's name and contact information to receive notices required pursuant to state law. The notice posted will indicate that the assignment is valid through December 31, 2029.
  - 2.3. Other Actions. Broomfield shall take such other actions required by C.R.S. 29-4-1202 and 2-4-1203 to effectuate this assignment and otherwise comply with the laws relating to ROFR and ROFO.
3. BHA OBLIGATIONS.
  - 3.1. Assumption. In accordance with C.R.S. 29-4-1202(2)(f) and C.R.S. 29-4-1203(2)(d), BHA hereby assumes all liability of Broomfield with regard to the exercise of the ROFR and the ROFO and is responsible for performing all of the requirements pursuant to Part 12 to article 4 of title 29
  - 3.2. Other Actions. BHA shall take all actions required by C.R.S. 29-4-1202 and C.R.S. 29-4-1203 to effectuate this assignment and otherwise take all action required by the local government to comply with the laws relating to ROFR and ROFO.
4. NOTICE AND AUTHORIZED REPRESENTATIVES. All notices given hereunder shall be in writing, shall be hand delivered or sent by email, overnight courier or by certified or registered mail, return receipt requested, postage prepaid to the authorized representative identified below. Any such notice shall be deemed effective when the email is sent, or the notice is hand delivered, or one day after timely delivery to an overnight courier for next day delivery (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the U.S. Postal Service. The Parties may change its representative at any time by notice to the other Party. The Parties each designate an authorized representative as follows:

4.1. Broomfield designates the City and County Manager, Jennifer Hoffman, as the authorized representative of Broomfield under this Agreement. Email address is [manager@broomfield.org](mailto:manager@broomfield.org).

4.2. BHA designates the Executive Director, Kristin Hyser, as the authorized representative of BHA under this Agreement. Email address is [kyser@broomfieldhousingalliance.org](mailto:kyser@broomfieldhousingalliance.org).

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

5. 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.
6. 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.
7. SEVERABILITY. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
8. ASSIGNMENT. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties.
9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
10. 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]*



This Intergovernmental Agreement is executed by the Parties hereto in their respective names as of the dates listed below.

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

\_\_\_\_\_  
Guyleen Castriotta, Mayor

Date: December 3, 2024

ATTEST:

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

APPROVED AS TO FORM:

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

HOUSING AUTHORITY OF THE CITY AND COUNTY  
OF BROOMFIELD, COLORADO, a body corporate  
and politic, doing business as Broomfield Housing  
Alliance

By:\_\_\_\_\_  
Kristin Hyser, Executive Director

Date: December \_\_\_, 2024



# City and County of Broomfield

## City Council Regular Meeting

### G. Proposed Resolution for Brother's Redevelopment Home Rehabilitation Contract

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6G.
Presented By	
Viviane Del Pizzo, Housing Programs Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

The Housing Rehabilitation Program provides grants and forgivable loans to qualified Broomfield homeowners who earn up to 80% AMI for rehabilitation and repairs that address issues of life and safety, accessibility and code compliance. Brothers Redevelopment Inc (BRI) was selected to administer and deliver Broomfield's Home Rehabilitation program utilizing CDBG funds for CCOB starting in 2023.

### **Attachments**

[Memo.pdf](#)

[RESOLUTION NO. 2024-167.pdf](#)

[2025 Subrecipient Subaward Agreement](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The Housing Division of Economic Vitality & Development has created a successful partnership with [Brothers Redevelopment Inc \(BRI\)](#) in 2022. BRI began administering the Home Rehabilitation program utilizing Community Development Block Grant (CDBG) funds, which are provided to Broomfield by the U.S. Department of Housing and Urban Development (HUD). The use of HUD funding by Broomfield is allowable and outlined in the Five-Year Consolidated and the Annual Action Plans. They have assisted an average of 15 households per program year.

The Housing Rehabilitation Program provides grants to qualified Broomfield homeowners who earn up to 80% Area Median Income (AMI) for rehabilitation and repairs that address issues of life and safety, accessibility and code compliance. Home repairs can include, but are not limited to, roof repair, gutters, siding, plumbing, electrical, furnace replace, floor repair, and accessibility modification.

Brothers Redevelopment, Inc. has a demonstrated successful history of administering and managing homeowner rehabilitation programs across Colorado, including several jurisdictions in the Denver Metro region. In the past year, Brothers has assisted 7 households with repairs, and are currently working with 4 households, estimating to complete the work by the end of the year. Brothers have assisted 13 households in 2023. Resident feedback to staff in regard to their experience is largely positive. When issues arise, Brothers has worked directly with the residents to find a resolution while adhering to the program requirements.

Staff recommends continuing this partnership with Brothers Redevelopment to meet community and participating resident needs. Resolution No. 2024-167 authorizes the 2025 Subrecipient Subaward Agreement. This Agreement may be renewed for three successive one-year terms upon the same terms and conditions by written amendment executed by both Parties.

Through the utilization of a subrecipient, the Program will continue to serve more efficiently homeowners in need in Broomfield. This will also provide administrative benefits related to Broomfield's CDBG allocation.

## Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

2025 CDBG funds for Home Rehabilitation Program	
CDBG - Home Rehabilitation Projects	\$235,000
<b>Program Budget</b>	<b>\$235,000</b>

Uses of fund	
<b>Brothers Redevelopment Inc, for Housing Rehabilitation Services</b>	<b>-\$235,000</b>

Projected Costs	\$235,000

## Prior Council or Other Entity Actions

August 23, 2022: [Resolution No. 2022-117](#) authorizing and approving an agreement between the City and County of Broomfield and Brother's Redevelopment for Housing Rehabilitation Services.

January 23, 2024: [Resolution No. 2024-26](#) authorizing and approving an agreement between the City and County of Broomfield and Brother's Redevelopment for Housing Rehabilitation Services.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed authorizing and approving an agreement between the City and County of Broomfield and Brother's Redevelopment for Housing Rehabilitation Services for 2025 as presented, the appropriate motion is...

**That Resolution 2024-167 be adopted.**

## Alternatives

Do not approve the agreement.

**RESOLUTION NO. 2024-167**

A Resolution Authorizing a Subrecipient Subaward Agreement between the City and County of Broomfield and Brother’s Redevelopment for Housing Rehabilitation Services

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

**Section 1.**

The Subrecipient Subaward Agreement by and between the City and County of Broomfield and Brothers Redevelopment, Inc. in the amount of \$235,000 for housing rehabilitation services is hereby approved.

**Section 2.**

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

**Section 3.**

This City and County Manager is authorized to amend and renew the Agreement for three successive one-year terms subject to annual appropriations.

**Section 4.**

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

Approved on December 3, 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

**SUBRECIPIENT SUBAWARD AGREEMENT  
FOR HOMEOWNER REHABILITATION PROGRAM SERVICES**

1. **PARTIES.** The parties to this Subrecipient Subaward Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Brother’s Redevelopment Inc., a Colorado nonprofit corporation (the “Subrecipient” or “BRI”), 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 has obtained federal funding from the US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) for housing and community development activities as more particularly set forth on Exhibit A (the “Federal Grant” or “Prime Award”).
  - 2.2. The Subrecipient provides homeowner rehabilitation services and has been awarded this subgrant in order to administer and manage Broomfield’s Homeowner Rehabilitation Programs, which include Single Family Home Repair, Mobile Home Repair and urgent repair for income qualified Broomfield residents.
  - 2.3. The City desires to enter into this Agreement in order to provide funding to Subrecipient in accordance with the terms of the Federal Grant.
  - 2.4. The Parties are required by the Uniform Guidance (see 2 CFR 200.332) to include certain Subaward Data with respect to each subaward as more particularly set forth in Exhibit B attached hereto and incorporated by this reference.
  - 2.5. The Parties therefore desire to enter into a Subrecipient Subaward Agreement for completion of the subaward further described herein.
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. **Term.** This Agreement shall govern the performance of the Parties for the period January 1, 2025 (the “Effective Date”) through December 31, 2025, unless earlier terminated by either Party in accordance with the terms of this Agreement. This Agreement may be renewed for three successive one-year terms upon the same terms and conditions by written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.
  - 3.2. **Scope of Services and Budget.** Subrecipient shall, in a satisfactory manner as determined by the City, perform all activities described in the scope of services as approved by City and attached hereto as Exhibit C, as may be

amended from time to time (the “Approved Services”) in accordance with the program budget as approved by the City and attached hereto as Exhibit D, as may be amended from time to time (the “Approved Budget”). The City and the Subrecipient may mutually agree to move funding between budget line items not exceeding 10% of the budget line item to another budget line without an amendment to this Agreement and consistent with HUD guidelines; any revisions in excess of such amount shall be completed with an amendment to this Agreement

- 3.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of City; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of the City.

#### 4. PAYMENTS/COMPENSATION.

- 4.1. Payment of Funds. The City agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget attached hereto as Exhibit D and for the performance of the Approved Services under this Agreement in an amount not to exceed \$235,000 (the “Total Agreement Funds”). Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with state law, the Uniform Guidance, the Prime Award and the authorizations, restrictions and requirements contained in the Federal Grant and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.
- 4.2. Invoices. On or before the twentieth (20th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices, electronically in a form supplied by the City, for the most recent month ended, to the City, setting forth actual expenditures of Subrecipient in accordance with this Agreement. The City may disapprove the requested compensation. If the compensation is so disapproved, the City shall notify the Subrecipient as to the disapproval. If payment is approved, no notice will be given.
- 4.3. Contingency. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by the City from applicable state and federal funding sources and shall be subject to Subrecipient’s continued eligibility to receive funds under the applicable provisions of state and federal laws and the Prime Award. If the amount of funds that the City receives from state and federal funding sources is reduced, the City reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. The City also



reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified in this Agreement or as required by the terms of the Federal Grant.

5. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

- 5.1. Financial Management. Subrecipient shall maintain a financial management system in accordance to the Uniform Guidance 200.302 Financial Management Guidance <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.302> and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation: (i) the Uniform Guidance; and (ii) the Federal Grant applicable terms and conditions. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by the City if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
- 5.2. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. The City shall only reimburse Subrecipient for documented expenditures incurred during the term of this Agreement that are: (i) reasonable and necessary to carry out the purposes of the Federal Grant; (ii) documented by contracts or other evidence of liability consistent with established City and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.
- 5.3. Indirect Cost Rate. The Subaward Data attached hereto as Exhibit B contains information on the City's indirect cost rate under the Federal Grant. The indirect cost rate information, if any, indicated in the Approved Budget attached hereto as Exhibit D shall apply to this subaward.
- 5.4. Financial and Programmatic Reports. Subrecipient shall submit to the City such reports and back-up data as may be required by the Federal Grant or the City, including without limitation such reports which enable the City to submit its own financial and annual programmatic reports to the State or Federal government, as applicable, and as more particularly described in Exhibit C. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to the City following the expiration or termination of this Agreement.
- 5.5. Improper Unallowable Expenses. The Subrecipient is responsible for checking the allowability of expenses as listed on section 200.043 factors affecting the allowability of costs. Any item of expenditure by

Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, the State of Colorado, the Federal awarding agency, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Federal Grant or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by the City under this Agreement or any other agreements between the City and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

- 5.6. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by the City and appropriate officials of the State of Colorado or Federal awarding agency, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide the City with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.
- 5.7. Closeout. Final payment request(s) under this Agreement must be received by the City no later than ten (10) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by the City after this date without authorization from the authorized representative. In consideration of the execution of this Agreement by the City, Subrecipient agrees that acceptance of final payment from the City will constitute an agreement by Subrecipient to release and forever discharge the City, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the City. Such requirements shall include,

without limitation, submitting final reports to the City and providing any closeout-related information requested by the City by the deadlines specified by the City. This provision shall survive the expiration or termination of this Agreement.

6. COOPERATION IN MONITORING AND EVALUATION.

6.1. City Responsibilities. The City shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. The City has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. The City may require Subrecipient to take corrective action if deficiencies are found.

6.2. Subrecipient Responsibilities.

6.2.1. Subrecipient shall permit the City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Federal Grant, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

6.2.2. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the City, the State of Colorado, the Federal awarding agency, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

7. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

7.1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Federal Grant/Prime Award attached hereto as Exhibit A, including any amendments thereto; (ii) the Subaward Data attached hereto as Exhibit B, including any amendments thereto; (iii) the Approved Services attached hereto as Exhibit C, including any amendments thereto; (iv) the Approved Budget attached hereto as Exhibit D, including any amendments thereto; and (v) the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit E (the "Federal Required Contract Provisions") and the CDBG Program - Additional Grant Terms and Conditions attached hereto as Exhibit F. In addition, Subrecipient shall cooperate fully with

the City in its efforts to comply with the requirements of the Federal Grant, including any amendments thereto.

- 7.2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under the Federal awarding agency. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the term of this Agreement, as well as all such laws which may be enacted or otherwise become effective during the term of this Agreement. The term “federal, state and local laws” shall include, without limitation:
- 7.3. Grants Administration Regulations. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof. In addition to other provisions required by the Federal awarding agency, the State of Colorado, or the City the Subrecipient shall comply with all of the federal contracting provision found in Exhibit E and Exhibit F attached hereto and incorporated by this reference, and shall ensure that such clauses are included in any subcontract with the Subrecipient as defined in 2 CFR 200.331, financed in whole or in part with Federal assistance. It is further agreed that such clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 7.4. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying. If the Subaward exceeds \$100,000, Subrecipient must execute and deliver to the City the certification attached hereto as Exhibit G (“Certification Regarding Lobbying”). In addition, Subrecipient shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subaward were appropriated.
- 7.5. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Executive Order 12549. Subrecipient further agrees that it will notify the City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at [www.sam.gov](http://www.sam.gov).
- 7.6. Federal Funding Accountability and Transparency Act of 2006 . Subrecipient agrees to provide the City with all information requested by the City, the State of Colorado or the Federal awarding agency to enable

the City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

8. **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 Subrecipient. The Subrecipient shall not replace the Subrecipient Representative unless: (a) the City requests a replacement, or (b) the Subrecipient terminates the employment of the Subrecipient Representative and provides a satisfactory substitute. The City must approve a substitute Subrecipient Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

8.1. The City designates Viviane Del Pizzo as the authorized representative of the City under this Agreement. Email address is [vdelpizzo@broomfield.org](mailto:vdelpizzo@broomfield.org).

8.2. The Subrecipient designates Chad Nibbelink as the authorized representative of the Subrecipient under this Agreement. Email address is [chad@brothersredevelopment.org](mailto:chad@brothersredevelopment.org).

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

9. **INDEPENDENT CONTRACTOR.** The Subrecipient is an independent contractor as provided in C.R.S. § 8-40-202(2). The Subrecipient is not entitled to workers' compensation benefits and the Subrecipient is obligated to pay federal and state income tax on monies earned pursuant to this Contract.
10. **INDEMNIFICATION.** Subrecipient 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 Subrecipient's services pursuant to this Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, other fault of Subrecipient any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Except for workers' compensation, disability benefits or other similar employee benefit claims, Subrecipient 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. 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.
11. **INSURANCE.** To assure the City that the Subrecipient is always capable of fulfilling specified indemnification obligations, Subrecipient shall purchase and maintain

insurance from an insurer with an AM Best FSR rating of A- or higher, of the kind and in the amounts, with the conditions specified in Exhibit H. However, insurance requirements contained in this Agreement shall not be deemed to limit or define obligations of Subrecipient as provided elsewhere in this Agreement, and Subrecipient should rely on its expertise to obtain additional insurance coverage needed for the City and Subrecipient in its performance hereunder.

12. 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.
13. 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 Subrecipient. 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 Subrecipient. The City's fiscal year is currently the calendar year.
14. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purpose.
15. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached and/or referenced Contract Documents the former shall supersede except in all cases Federal law shall supersede all requirements.
16. 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 Subrecipient invoice, Subrecipient 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 Subrecipient's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
17. 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.
18. 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.

19. 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.
20. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
21. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
22. DAYS. If the day for any performance or event provided for herein is a Saturday, 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.
23. LAWS TO BE OBSERVED. The Subrecipient 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. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to the City proof of any licensure, certification, permit or accreditation upon request.
24. RECORDS RETENTION. The Subrecipient shall maintain complete and accurate records of time spent and materials used for performance of this Agreement, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Subrecipient for a period of not less than six (6) years after expiration of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement, and shall be subject to review, inspection and copying by the City upon reasonable notice.
25. OFFICIALS NOT TO BENEFIT. No elected or employed member of City or federal government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Subrecipient warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Subrecipient, to solicit or secure this Agreement.
26. 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.

27. 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.
28. 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.
29. 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.
30. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.
31. 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 November \_\_\_, 2025.

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

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

APPROVED AS TO FORM:

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

SUBRECIPIENT:

BROTHERS REDEVELOPMENT, INC.  
a Colorado nonprofit corporation

By: Jeff Martinez  
Name: Jeff Martinez President  
Address: 2250 Eaton St., Ste B, Denver, CO 80214

## **SUBRECIPIENT SUBAWARD AGREEMENT**

### **List of Exhibits**

<b>Exhibit A</b>	<b>Federal Grant/Prime Award</b>
<b>Exhibit B</b>	<b>Subaward Data</b>
<b>Exhibit C</b>	<b>Approved Services</b>
<b>Exhibit D</b>	<b>Approved Budget</b>
<b>Exhibit E</b>	<b>Required Federal Contract Provisions</b>
<b>Exhibit F</b>	<b>CDBG Program - Additional Grant Terms and Conditions</b>
<b>Exhibit G</b>	<b>Certification Regarding Lobbying</b>
<b>Exhibit H</b>	<b>Insurance Requirements</b>

**EXHIBIT A**  
**Federal Grant/Prime Award**

(See Attached)

**EXHIBIT B**  
**SUBAWARD DATA<sup>1</sup>**

Subrecipient Name	Brothers Redevelopment Inc.
Subrecipient Unique Entity Identifier:	YQFNHGA5A4J7
Federal Award Identification Number (FAIN):	B-25-MC-08-0014
Date of Federal Award to CCOB:	Anticipated August 2025
Subaward Period of Performance Start Date:	January 1, 2025
Subaward Period of Performance End Date:	December 31, 2025
Subaward Budget Period	January 1, 2025 December 31, 2025
Amount of Federal Funds Obligated under this Action:	\$235,000
Total Amount of Federal Funds Obligated to the Subrecipient by the CCOB, Including the Current Obligation:	\$235,000
Total Amount of the Federal Award Committed to the Subrecipient by the CCOB:	\$235,000
Federal Award Project Description:	The purpose of this contract agreement is to provide a City and County of Broomfield (CCOB) Housing Division subaward for \$235,000.00 These funds will be provided to the Brothers Redevelopment, Inc. to be utilized for the Homeowner Rehabilitation Programs. The programs include Single Family home repair, mobile home repairs, and urgent repairs. This

	subaward is not for Research and Development.
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)
Name of Pass-Through Entity:	City and County of Broomfield, Colorado
Contact Information for Federal Awarding Official:	Dept. of Housing and Urban Development (HUD) Community Planning and Development Development Block Grant Program Region VIII 1670 Broadway Street Denver CO 80202-4801
Contact Information for CCOB Authorizing Official:	Mayor Guyleen Castriotta 1 Descombes Drive Broomfield, CO 80020
Contact Information for CCOB Project Director:	Viviane Del Pizzo Housing Programs Manager 1 Descombes Drive Broomfield, CO 80020 <a href="mailto:vdelpizzo@broomfield.org">vdelpizzo@broomfield.org</a>
Assistance Listing Number and Title:	Community Development Block Grants/ Entitlement - 14.218
Is the Federal Award a research and development award?	No
Indirect cost rate for the Federal Award	n/a

[1] This information is required by the Uniform Guidance, 2 C.F.R. § 200.332, to be clearly identified in every subaward. The Uniform Guidance also requires that if any of these data elements change, the pass-through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the City must provide the best information available.

EXHIBIT C  
APPROVED SERVICES

CITY AND COUNTY OF  
BROOMFIELD HOUSING DIVISION  
BROTHERS REDEVELOPMENT, INC.

PROJECT NAME: *Single Family, Urgent, and Mobile Home Rehabilitation*  
ACTIVITY NAME: *BRI Housing Rehabilitation*

I. INTRODUCTION

Period of Performance Start and End Dates: 01/01/2025 - 12/31/2025

Project Description:

The purpose of this contract agreement is to provide a City and County of Broomfield (CCOB) Housing Division subaward for \$235,000.00 These funds will be provided to the Brothers Redevelopment, Inc. to be utilized for the Homeowner Rehabilitation Programs. The programs include Single Family home repair, mobile home repairs, and urgent repairs. This subaward is not for Research and Development.

Funding Source: CDBG  
Funding Amount: \$ 235,000

CDBG Matrix Code: 14A - Rehab: Single Unit Residential  
CDBG Eligibility Activity: 570.202(a): Rehabilitation of: (1) Privately owned buildings and improvements for residential purposes

CDBG HUD National Objective: LMH: 24 CFR 570.28(a)(3) An eligible activity carried out for the purpose of providing or improving permanent residential structure which, upon completion, will be occupied by low- and moderate-income households.

Accomplishment Type: Code 10: Housing Units  
Proposed number of outcomes: 12 units  
Income Levels of people/family: At or below 80% AMI defined by HUD in quarterly reports  
Race and Ethnicity: to be reported on quarterly reports

Purpose of this activity is to:

Help prevent homelessness	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Help the homeless	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Help those with HIV/AIDS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Primarily help persons with disabilities	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Project/activity located in a Target Area: ☐ Yes ☒ No

If yes, indicate type: Local Target Area ☐ Strategy Area (NRSA) ☐ CDFI ☐  
Other

**HUD Objective & Outcome and HUD Indicators**

☐ Enhance Suitable Living Environment ☒ **Create Decent Housing** ☐ Promote  
Economic Activity

**Outcomes (select one)**

☐ Availability/Accessibility ☐ Affordability ☒ **Sustainability**

**Organization Type:**

☒ **Non-Profit** ☐ For-Profit ☐ Individual ☐ Partnership ☐ Corporation ☐ Publicly Owned  
☐ Other

**CDBG Contractor Relationship:**

☐ Unit of Government ☐ Public Agency ☒ **Sub-awardee/Subrecipient** ☐ Vendor  
☐ Beneficiary ☐ Community Based Development Organization (CBDO)

**The Federal Funding Accountability and Transparency Act (FFATA)**

1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific Unique Entity ID belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

☐ Yes ☒ No

**If YES, continue to statement 2.**

2. Provide the names and amounts of the five most highly compensated officers or executives:

**II. ACTIVITY DESCRIPTION**

**A. FUNDS WILL BE USED TO:** Provide grants for homeowner rehabilitation services to income-qualified homeowners located in the City and County of Broomfield earning 80% or less of the Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD). The property must be owner occupied and the applicant's sole residence. Exceptions may be requested and approved on a case-by-case basis by the CCOB Housing Programs Manager.

## B. List of Services to be provided by subrecipient

The subrecipient will administer the single family homeowner rehabilitation, the mobile home repair services, and the urgent repair homeowner programs which provide income-qualified homeowners located in the City and County of Broomfield with housing rehabilitation services. Services include:

1. **Single-Family Rehabilitation grants** (\$24,999 or less). The goal of the Broomfield Home Rehabilitation Program is to provide the means for homeowners with low or moderate incomes (at or below 80% AMI) to improve their homes to standards of safety and code compliance.
2. **Mobile Home Repair grants** (\$15,000 or less). The goal of the Mobile Home Repair Program is to provide the means for homeowners with low incomes (at or below 80% AMI) to improve their homes to standards of safety.
3. **Urgent Home Repair grants** (\$5,000 or less). The goal of the Urgent Repair Program is to provide low income homeowners (at or below 80% AMI) (including mobile home owners) grants to address emergency needs such as plumbing, electrical, heating, roof, sewer, windows and other systems that may pose an immediate danger to the health and safety of the household.

## C. Program Requirements and Responsibilities (2 CFR 200.331(a)(2))

1. Brothers Redevelopment Inc. ("BRI") will provide services to Broomfield residents for the Single Family Home Repair, Mobile Homeowner Repair, and Urgent Home Repair programs as outlined herein.
2. The Single Family Home Repair, Mobile Home Repair and Urgent Repair Programs provides grants to homeowners with household incomes at or below 80% of the area median income (as defined annually by HUD) throughout the CCOB whose houses require home repairs and emergency repairs.
3. To qualify for any of the three programs, the residence must be a single-family detached or duplex home. Other units such as triplexes, condominiums and townhouses may be considered with written approval of the CCOB Housing Program Manager. These funds are to be used throughout CCOB as needed and are not limited to CCOBs target neighborhoods.
4. Eligible client's maximum income cannot exceed 80% of AMI, consistent with annually defined HUD Income guidelines that are applied to determine CDBG eligibility.



**D. Maximum Use of Grant Funds**

1. Eligible clients of all three programs will be allowed use of the CDBG funds in an amount not to exceed a cumulative total of \$24,999.00 for the Single-Family Rehabilitation Program; \$15,000.00 for the Mobile Home Repair Program; and \$5,000.00 for the Urgent Repairs Program to any homeowner who is still residing in the same address and has not utilized any of the aforementioned programs within the last 10 years. Each improvement to a property must be a permanent general improvement made in compliance with all applicable building and maintenance codes.
2. Grants which exceed \$24,999.00 for the Single-Family Rehabilitation Program, \$15,000.00 for the Mobile Home Repair Program, or \$5,000.00 for Urgent Repairs may be approved in special circumstances but may never exceed \$25,000. Approval must be in writing from the CCOB Housing Program Manager through a signed waiver.

**E. The following will be the responsibility of BRI:**

1. Ensure the property is located within the City and County limits of Broomfield
2. Advertise annually for contractors;
3. Develop and implement a fair marketing campaign in partnership with City and County of Broomfield to advertise and market the program to homeowners;
4. Accept homeowner applications and maintain records;
5. Determine applicant eligibility and collect source documentation (Income shall be determined based on the HUD definition at 24 CFR 5.609);
6. Verify housing location within 100-year floodplain, and if required, confirm floodplain insurance;
7. For urgent repairs, verify and evaluate the urgent need by conducting an on-site assessment and determine appropriate corrective action;
8. Approve grants;
9. Prepare appropriate documentation and conduct a closing with the homeowner;
10. Monitor rehabilitation activity;
11. Schedule and conduct a final inspection once all rehabilitation work has been completed;
12. Issue payment to contractor;
13. Service the grants:
  - a. Fund management activities including administration of services, and quarterly reporting to CCOB on program accomplishments, grant status, and unused funds;
  - b. Review and revise BRI's Implementation Guidelines of the program as necessary. Implementation Guidelines shall include the following

requirements:

- i. methodology of dispute resolution with any homeowners as a result of the work completed;
  - ii. process for determining if costs are reasonable
  - iii. grant approval guidelines;
  - iv. written contractor selection policy, in accordance with the procurement requirements at 2 CFR 200.318-200.326;
  - v. written procedure for contract disputes with the contractor; and
14. Ensure compliance with all program and federal guidelines.

**F. Specific defects that qualify as “urgent need”**

**Only the defects listed in this section may qualify for repair under the Urgent Home Repair Program. Other repairs may be allowed in the Single Family Home Repair and Mobile Home Programs, as outlined below in sections G and H.**

- 1. Sewer system failure, or broken sewer piping between house and city main sewer;
- 2. Exceptionally unsanitary or unsafe conditions;
- 3. Loss of utilities (gas, electricity and/or water);
- 4. Furnaces that have been deemed inoperable or a hazard to the occupants;
- 5. Leaking roofs which threaten habitability of the structure;
- 6. Malfunctioning or inoperable water heater;
- 7. Plumbing failure; or
- 8. Electrical failure or hazard.

**G. Specific repairs that qualify for the Single Family Rehabilitation Program include, but are not limited to, the following:**

- 1. Sewer system failure, or broken sewer piping between house and city main sewer;
- 2. Loss of utilities (gas, electricity and/or water);
- 3. Furnaces that have been deemed inoperable or a hazard to the occupants;
- 4. Leaking roofs which threaten habitability of the structure;
- 5. Malfunctioning or inoperable water heater;
- 6. Plumbing failure; toilets, sinks, showers pipe;
- 7. Electrical failure or hazard;
- 8. Furnace replacement;
- 9. Repairs to homes built before 1978 for lead-based paint (must adhere to the lead based paint regulations (24 CFR Part 35), Section 13.1 Lead Safe Housing Rule Overview, and 13.2 The renovation, Repair, and Painting Rule, and refer to subpart A: Disclosure, Subpart B: General Requirements and Definitions; Subpart J: Rehabilitation; Subpart K, Acquisition, Leasing, Support Services, and Operations; and Subpart R: Methods and Standards for Lead-Based Paint Hazard Evaluation and Reduction);
- 10. Barrier Removal programs: ramps, grab bars, new doors, and windows (including egress) for accessibility and safety;

11. Carbon Monoxide detectors; or
12. Inoperable kitchen stoves and refrigerators.

**H. Specific repairs that qualify as for the Mobile Home Repair Program include, but are not limited to the following:**

1. All of the qualifications of Section G listed above; and
2. Any repair set forth by the mobile home management company that would result in a notice to quit and/or eviction, including awnings, front and back porches, skirting.

**I. Documentation and file requirements**

1. Copy approved work scope signed by the homeowner and BRI
2. Construction contract or equivalent document between BRI and the selected contractor, containing:
  - a. Either:
    - i. a list of all of the work to be performed, or
    - ii. refers to another document (e.g., a work write-up) that lists all of the work to be performed
  - b. the cost of the work to be performed
  - c. name all of the contractors and/or subcontractors responsible for performing each item of work
  - d. documentation to show that BRI ensured that all contractors and subgrantees are not debarred or suspended
  - e. local building permit, signed off by building official indicating work completed, if applicable
  - f. documentation of routine progress inspections, if applicable
  - g. inspection date of work is prior to payment date to contractor
  - h. approvals from owner for payments and change orders to contract
  - i. final inspection of work
  - j. Documentation to support compliance with the following federal requirements:
    - i. the Lead Hazards requirements of 24 CFR Part 35
    - ii. if any tenants or owners were required to relocate permanently or temporarily, the applicable relocation requirements [e.g., the Uniform Relocation Act (URA), Section 104(d)]
    - iii. environmental requirements at 24 CFR Part 58
3. If the real property is located within the Special Flood Hazard Area (SFHA), the flood insurance purchase and community participation requirements at Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended, and at 24 CFR 570.605 and 24 CFR 570.509(c)(4)(iv).

**I. Ownership and Income Eligibility Determination**

1. **Beneficiary Eligibility:** An eligible beneficiary is one that satisfies all of the following criteria:

- a. Must not have previously received financing through this loan/grant program totaling more than \$10,000 for the previous 10 years.
  - b. Must own and live in the home full-time, and must have lived in the home for at least 3 years prior to receiving assistance under this program. Exceptions may be considered with written approval of the CCOB Housing Program Manager.
  - c. Must be current on mortgage payments and up to date on real estate taxes. A mortgage is considered current if the borrower is in compliance with any Federally approved forbearance program and meets all other underwriting criteria set in the BRI Implementing Guidelines as well as the following:
    - i. The forbearance was offered to Applicant because of emergency circumstances only
    - ii. A copy of the executed forbearance plan is provided in underwriting
  - d. Single Family, Mobile Home and Urgent Home Repair applicants must have a gross household income at or below 80% of AMI as published by HUD annually and adjusted by household size for the Broomfield area. Income will be verified using the HUD Part 5 (Section 8) definition, and must be conducted no more than 6 months prior to the start of rehabilitation.
  - e. Must not have liquid assets in excess of \$25,000.
2. **Property Eligibility:** In addition to the required services listed above, all assisted properties shall meet the following criteria/guidelines:
  - a. The property must be located within the City and County of Broomfield.
  - b. Prior to commitment of funding and before any construction contracts are signed to perform rehabilitation work on the property, an environmental review that results in a determination that the property is in compliance with the National Environmental Policy Act will be conducted.
  - c. Eligible properties must be single family detached or duplex homes, unless an exception is provided as noted above.
  - d. Improvements shall be in compliance with all applicable housing, building and maintenance codes, fire prevention and other public standards.
3. **Ineligible properties are:**
  - a. Properties containing more than 2 units without prior CCOB approval;
  - b. Properties intended for investment;
  - c. Properties intended for recreational use; and
  - d. Properties where a portion of the residence is specifically designed for a commercial use, or properties where 50% or more of the total area of the residence is used in a trade or business.

### HUD and Specific Indicators

The following indicators will be used to measure the success of the contract/activity.

Indicators – must be measurable
<b>HUD Indicators:</b>
Money Leveraged \$25,000 Number of proposed outcomes 20 housing units Income Levels of people/family – Single Family, Mobile Home and Urgent Home Repair applicants are at or below 80% AMI as defined by HUD to be reported on quarterly reports using Neighborly Software. Race and Ethnicity – to be reported on quarterly reports using Neighborly Software.
<b>Specific Indicators: Specific to this particular scope of work</b>
Quarterly reports on the progress and completion of the rehabilitation/repair services provided to Broomfield homeowners.

### III. Budget

Please refer to Exhibit D for a detailed budget description and allocation of funds.

Organization receives income from operations. ☐ Yes ☒ No

If Yes, describe:

Non-personnel costs are being funded. ☒ Yes ☐ No

### IV. Reporting

Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the indicators contained in this Scope of Services. Disbursement of funds is contingent based on the ability to collect the required information.

The following reports are required to be submitted, when indicated below, to the Broomfield Housing Division:

☒ Outcomes & Performance Report

Frequency:

☐ Monthly by the 15<sup>th</sup> day ☒ Quarterly: 15 days after the end of the quarter

☐ Other: at project completion and lease-up

Broomfield staff will provide the format of the reports. The information reported must include progress on the indicators included in this Scope of Services, as applicable. If the activity is not being performed in a timely manner, an explanation must be included in the report.

### **Income and Demographic Reporting Requirements**

For programs that must fulfill the low- to moderate-income housing activities, income data must be collected to verify that program participants have annual household incomes at or below 80% of the area median income. The income limitations are set by HUD annually. This information can be obtained from HUD annually.

Select the method of income verification used to demonstrate income compliance:

- ☐ Self-Certification
- ☒ Verification with supporting income documentation
- ☐ Census block verified

**EXHIBIT D  
APPROVED BUDGET**

<b>BRI Home Modification and Repair Program (Rehab) Budget City and County of Broomfield</b>			
		<b>CDBG</b>	<b>DETAIL</b>
Administration 10%	Salaries and Benefits	\$20,000	Program Director, Compliance, Communications Staff & Admin reporting and billing
	Other Expenses	\$3,500	Office Expenses, Professional Fees, Business Expenses, Insurance, Travel
	Admin Total	\$23,500	
Project Delivery 90%	Construction-Subcontractors	\$150,000	Actual cost
	Other Project Delivery expenses	\$61,500	Permits, Trash Removal, Materials, Hazard Assessment, Labor-Direct Cost, Outreach/Marketing
	Project Delivery Total	\$211,500	
	<b>TOTAL</b>	<b>\$235,000</b>	

## EXHIBIT E

### REQUIRED FEDERAL CONTRACT PROVISIONS

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

- A. **SUPPLEMENTAL DEFAULT AND REMEDY PROVISIONS.** (Applicable to all contracts and subcontracts in excess of \$250,000, the simplified acquisition threshold as adjusted for inflation. See 2 CFR Part 200, Appendix II(A)) In addition to the contractual, administrative and legal provisions within the Agreement to which this Exhibit is attached and incorporated into, the following Default and Remedy provisions apply.
1. Contractor's failure to perform or observe any term, covenant or condition of this document or failure to fulfill in a timely and proper manner its obligations under this Agreement shall constitute an event of default under this Agreement. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:
    - a. Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.
    - b. Contractor (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (v) takes action for the purpose of any of the foregoing.
    - c. A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.
  2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
  3. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The



exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

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

1. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for cause and for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective
2. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the City. Such actions shall include, without limitation:
  - a. Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
  - b. Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - c. Terminating all existing orders and subcontracts.
  - d. At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - e. Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
  - f. Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
  - g. Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
3. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
  - a. The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

- b. A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
  - c. The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the City or otherwise disposed of as directed by the City.
4. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection 3. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection 3.
5. In arriving at the amount due to Contractor under this Section, City may deduct:
  - a. All payments previously made by City for work or other services covered by Contractor's final invoice;
  - b. Any claim which City may have against Contractor in connection with this Agreement;
  - c. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 4; and
  - d. In instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
6. City's payment obligation under this Section shall survive termination of this Agreement.

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. The Contractor shall comply with 40 U.S.C. 3141-3148 as supplemented by 29 C.F.R. Part 5.

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

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

The Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall comply with 40 U.S.C. 3704 as it is applicable to construction work. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

If the Federal award providing funding for this Agreement meets the definition of "funding Agreement" under 37 CFR § 401.2 (a) and this Agreement is between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that Funding Agreement, the City and Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

1. Clean Air Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act at 42 U.S.C. § 7401 et. seq.
- b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Colorado, the Federal reporting agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act.

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

H. **DEBARMENT AND SUSPENSION.** (Applicable to all contracts and subcontracts; see 2 CFR Part 200, Appendix II(H))

Contractor acknowledges that a contract utilizing Federal funding may not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM). in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." In addition, Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.

I. **BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE.** (Applicable to awards or contracts of \$100,000; see 2 CFR Part 200, Appendix II(I))

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

J. **PROCUREMENT OF RECOVERED MATERIALS.**(To the extent applicable by law; See 2 CFR Part 200, Appendix II(J))

Contractor also agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962.

The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

The Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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

1. Procure or obtain covered telecommunications equipment or service;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or service; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment.
4. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:
  - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications, equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment; and
  - d. Telecommunications or video surveillance equipment or services produced by an entity that the Secretary of Defense in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
5. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
6. See Public Law 115-232, section 889 for additional information. See also 2 CFR 200.471.

**L. DOMESTIC PREFERENCE.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(L) and 2 CFR 200.322)

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

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

**M. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** (See 2 CFR 200.321)

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

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

## EXHIBIT F

### CDBG Program - Additional Grant Terms and Conditions

The Parties to the Agreement to which this Exhibit is attached hereby acknowledge that the Agreement is subject to these additional program specific provisions for the Federal Government funding source. Except as specifically set forth herein and to the extent that the terms of the Agreement and this exhibit conflict, the terms of this exhibit shall control. During the performance of this Agreement, the Subrecipient agrees as follows and shall include in each of its subcontract the following:

1. Housing and Community Development Act of 1974. This Agreement is subject to Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), pertaining to Community Development Block Grants, and HUD regulations at 24 C.F.R. 570 et seq., and 24 C.F.R. 85 et seq (as now in effect and as may be amended from time to time).
2. Uniform Administrative Requirements. The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall comply with the following as applicable:
  - a. 24 CFR Part 85, “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments,” as modified by 24 CFR 570.502(a).
  - b. OMB Circular A-133, “Audits of State and Local Governments and Non-Profit Organizations.”
  - c. For non-governmental subrecipients, (including non-profit and for-profit CBDs if so determined by the City):
    - i. OMB Circular A-122, “Cost Principles for Non-Profit Organizations” or OMB Circular A-21 “Cost Principles for Educational Institutions,” as applicable.
    - ii. 24 CFR Part 84, “Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” as modified by 24 CFR 570.502(b).
    - iii. OMB Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.”
  - d. For governmental subrecipients, including public agencies:
    - i. OMB Circular A-87, “Cost Principles for State and Local Governments.”
  - e. Other Program Requirements: The Subrecipient will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.
3. Reversion of Assets. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds must be immediately returned to the City. Any real property under the Subrecipient’s control that was acquired or improved with more than \$25,000 in CDBG funds must either: (1) be used to meet one of the national objectives of the Housing and Community Development Act of 1974, listed in 24 C.F.R. 570.901 for five years after termination or expiration of this Agreement; or (2) disposed of so that the City is reimbursed for the fair market value of the property, minus any portion of the value attributable to expenditures of non-CDBG funds. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503,



and 570.504, as applicable.

4. Separation of Church and State Prohibitions. The Subrecipient shall not obligate nor expend any funds under this Agreement that will be used for religious activities or provided to primarily religious entities for any activities, including secular activities, unless a written request is submitted to the City and written approval is obtained from the City pursuant to 24 CFR Section 570.200 (j) which shall be incorporated herein by reference.
5. Suspension or Termination. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

6. Documentation and Record Keeping.
  - a. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
    - i. Records providing a full description of each activity undertaken;
    - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
    - iii. Records required to determine the eligibility of activities;
    - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
    - vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
  - b. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such

information shall be made available to City monitors or their designees for review upon request.

- c. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving the service and, in the case of a minor, that of a responsible parent/guardian, or unless disclosure is required by the Public Records Law.
7. Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
8. Indirect Costs Prohibition. All costs to be reimbursed by the County to the Subrecipient shall be direct costs. Such direct costs shall be identified in the Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved) shall be eligible for reimbursement unless the Subrecipient already has a cost allocation plan meeting the requirements of 2 CFR Part 200 Subpart E, which plan is attached hereto and incorporated herein by reference, and written documentation that the plan has been approved by HUD and by the City which shall also be incorporated herein by reference.
9. Section 3 Clause. The Subrecipient shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, as defined in 24 CFR Section 135.5(m), and shall be directly bound by the following clause (referred to as a Section 3 clause):
  - a. The work to be performed under this Agreement is on an activity assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (implemented at 24 CFR Part 135). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Section 3 covered area and contracts for work in connection with the activity be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Section 3 covered area.
  - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under

no contractual or other disability, which would prevent them from complying with these requirements.

- c. The Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments, under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the activity and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135 of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal assistance provided to the activity, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- f. In carrying out these provisions, the Subrecipient shall provide to the City evidence that it has made a good faith effort to comply with the requirements of Section 3, including the evidence set forth in 24 CFR Sections 135.50, 135.60, 135.70, or 135.75, as applicable.

10. Relocation, Real Property Acquisition and One-For-One Housing Replacement. The Subrecipient agrees to comply with:

- a. the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- b. the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and
- c. the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

11. Workers Without Authorization. The Subrecipient shall not provide direct benefits under this Agreement to newly legalized resident aliens as set forth in 24 CFR Section 570.613 which shall be incorporated herein by this reference.

12. Prohibition Against Discrimination Provisions.

- a. Civil Rights. The Subrecipient agrees to comply with the following in addition to applicable state and local laws:

- i. Title VI of the Civil Rights Act of 1964 as amended and HUD regulations with respect thereto including the regulations under 24 CFR Part I,
  - ii. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act, 42 U.S.C. 3600-3620) and Executive Order 11063, as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107
  - iii. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (the "HDCA") as amended and 24 CFR Section 570.602,
  - iv. Section 504 of the Rehabilitation Act of 1973 as amended and as implemented by 24 CFR Part 8,
  - v. the Americans with Disabilities Act of 1990,
  - vi. the Age Discrimination Act of 1975 and the implementing regulations found at 24 CFR Part 146,
  - vii. Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In addition, in sale, lease or other transfer of land acquired, cleared or improved under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer requiring compliance with applicable provisions of Title VI prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program, as amended, and as implemented by 24 CFR Part 8. Design, construction, and alteration of public facilities shall be made in such manner so as to ensure that physically disabled persons will have ready access to and use of such buildings pursuant to the "Uniform Federal Accessibility Standards" as amended, which is incorporated herein by this reference.
13. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
14. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

15. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

16. Drug-Free Work Place Act. Subrecipient shall comply with the Drug Free Work Place Act of 1988, as amended, and regulations promulgated thereunder.

17. Environmental Conditions.

- a. Environmental Clearance. Pursuant to 24 CFR 58.22, no funds under this Agreement may be obligated or spent for acquisition, demolition or construction, or disposition, refinancing and other real property-affecting activities, such as granting easements and covenants, until Subrecipient has received written environmental clearance from the City. Any special environmental and historic conditions imposed by the City must be incorporated into the design and construction of the project.
- b. Compliance with Laws. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
  - i. Clean Air Act, 42 U.S.C. , 7401, et seq.;
  - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- c. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards,

flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- d. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- e. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**EXHIBIT G**  
**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Bidder/Offeror's Authorized Official

\_\_\_\_\_  
Name and Title of Bidder/Offeror's Authorized Official

\_\_\_\_\_ Date

## EXHIBIT H INSURANCE REQUIREMENTS

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

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.	<b>Commercial General Liability</b> <ul style="list-style-type: none"> <li>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.</li> </ul> <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"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project aggregate for construction contracts)</li> <li>\$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)</li> </ul>
2.	<b>Automobile Liability</b> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>	Minimum Limit: <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>
3.	<b>Workers' Compensation</b> <ul style="list-style-type: none"> <li>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.</li> </ul> <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"> <li>\$100,000 Each Accident</li> <li>\$100,000 Each Employee by Disease</li> <li>\$500,000 Disease Aggregate</li> </ul>
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holder is:</b>  City and County of Broomfield  One DesCombes Drive  Broomfield, CO 80020-2495  <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p>		

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

U. S. Department of Housing and Urban Development



Community Planning and Development

Region VIII, Denver  
1670 Broadway Street  
Denver, Colorado 80202-4801

Phone: 303-672-5414  
Fax: 303-672-5028  
Web: www.hud.gov

September 10, 2024

Jennifer Hoffman, City and  
County Manager  
City and County of Broomfield  
One DesCombes Drive  
Broomfield, Colorado 80020

SUBJECT: Fiscal Year 2024 Grant Agreement Transmittal

Dear Ms. Hoffman:

The Region VIII, Denver Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$269,135
<b>Total FY 2024 Award</b>	<b>\$269,135</b>

Plan Approval

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Grant Agreement (or Funding Approval/Agreement) you will be entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, and award terms and conditions that apply to those funds and activities.

Please note the special conditions that may be attached to the agreement.

Affirmatively Furthering Fair Housing

On February 9, 2023, HUD published in the Federal Register a [Notice of Proposed Rulemaking \(NPRM\) entitled “Affirmatively Furthering Fair Housing.”](#) The proposed rule The proposed rule implements the Fair Housing Act’s statutory mandate to affirmatively further fair

housing (AFFH), which directs HUD to ensure that the agency and its program participants proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in opportunities, and foster inclusive communities free from discrimination. The public comment period ended on April 24, 2023, and HUD is in the process of finalizing the rule. More information, including a Fair Housing Planning Toolkit, updates, and, once published, the final rule, is available [here](#). **The AFFH Interim Final Rule (86 FR 30779) remains in effect during proposed rulemaking.**

### **Preventing Waste, Fraud, and Abuse and Whistleblower Protections**

Preventing waste, fraud, and abuse of Federal funds is a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its [online hotline form](#).

Please be reminded of the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. Grantee must inform employees in writing of their rights and remedies.

### **Federal Funding Accountability and Transparency Act (FFATA)**

The FFATA Subaward Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime grant recipients and prime contractors) use to capture and report subaward and executive compensation data to meet the FFATA reporting requirements. For FSRS reporting, prime awardees will report on all subawards they make. In accordance with 2 CFR Part 170, prime awardees awarded a Federal grant are required to file a FFATA subaward report by the end of the month following the month in which the prime awardee awards any subaward equal to or greater than \$30,000 in Federal funds. Additional information can be found on the FSRS website, at <https://www.fsrs.gov/>.

### **Revised Federal Uniform Guidance (2 CFR Part 200)**

In April 2024, the Office of Management and Budget (OMB) issued revised OMB Guidance for Grants and Agreements, which is now called the OMB Guidance for Federal Financial Assistance. In this update, there have been significant changes made to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, commonly known as the "Uniform Guidance." More information on these revision is available [here](#) and [here](#). Of particular note, the revisions increase of the **Single Audit threshold** from \$750,000 to \$1 million and the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of Modified Total Direct Costs (MTDC). The revisions to 2 CFR Part 200, Subpart F (Audit Requirements) will be effective for fiscal years beginning on or after October 1, 2024.

The rest of the changes will take effect on October 1, 2024, for (1) awards issued on or after October 1, 2024, and (2) awards HUD has expressly made subject to the regulations as may be amended.

### **Environmental Review Requirements**

You are reminded that all activities are subject to the provisions at 24 CFR Part 58 (Environmental Review Procedures). Furthermore, funds for certain activities may not be obligated or expended until HUD has approved a Request for Release of Funds (RROF) and issued an Authority to Use Grant Funds (AUGF). A RROF must be signed by a certifying officer and submitted to HUD along with proof of public notice. Until the AUGF has been issued, no HUD funds can be committed. If the project or activity is Exempt per 24 CFR § 58.34 or Categorically Excluded Not Subject to 58.5 per 24 CFR § 58.35(b), no RROF is required.

On April 23, 2024, HUD published the [Federal Flood Risk Management Standard \(FFRMS\) Final Rule](#) to better protect communities from flooding. This Rule amends HUD's existing floodplain regulations to require a greater level of flood protection for HUD-funded projects. The Rule, with a compliance date of June 24, 2024, applies to all CPD programs (with the exception of HTF) as part of the environmental review process. Additional information can be found at [https://www.hud.gov/program\\_offices/comm\\_planning/environment\\_energy/ffrms](https://www.hud.gov/program_offices/comm_planning/environment_energy/ffrms).

### **Build America, Buy America (BABA)**

The Build America, Buy America (BABA) Act established a Buy America Preference (BAP) which requires that certain CPD-funded infrastructure projects procure all iron and steel, construction materials, and manufactured products from domestic sources, unless exempted by a general or project-specific waiver. HUD issued a Phased Implementation Waiver that phases in the BAP based on the program funding and materials used. In FY24, the BAP will apply to additional covered CPD programs and materials. Grantees are encouraged to utilize BABA resources on the [HUD Exchange](#), including the CPD BABA Implementation Guidance, for information on how to determine if the BAP applies to a specific project and resources to maximize the flexibilities provided by current HUD general waivers.

### **Executing the Agreement**

Please execute the agreement with electronic signature and date and return to this office to the attention of Noemi Ghirghi, Regional Director, Community Planning and Development. Please ensure the Chief Elected Official or authorized official electronically signs the agreement and maintain a copy of the signed agreement in your local program files.

**Indirect Cost Rate Addendum:** New for FY2024, the authorized official **must** complete the Indirect Cost Rate Addendum to each agreement. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Complete this section in full by applying the authorized official's name, title, date, and signature. **For grantees electing to use the *de minimis* indirect cost rate:** As noted above, under the 2024 Revisions to 2 CFR Part

200, the *de minimis* indirect cost rate will increase from 10 percent to up to 15 percent of MTDC. For FY2024 grants, any grantee that elects to use the *de minimis* indirect cost rate and indicates this selection on the Indirect Costs Rate Addendum to the agreement (2<sup>nd</sup> checkbox), is permitted to utilize the *de minimis* rate of up to 15 percent when the 2 CFR Part 200 revisions become effective on October 1, 2024, regardless of whether the grant agreement is executed before, on, or after October 1, 2024. However, Grantees using the *de minimis* rate may only apply the higher rate to MTDC amounts that are incurred on or after October 1, 2024

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

To establish a Line of Credit for Fiscal Year 2024 grant funds, you will need to sign, execute and return one copy of the agreement. If you need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please complete an IDIS Online Access Request Form (HUD 27055), notarize it, and return it to this office. Additionally, if you need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

HUD congratulates the City and County of Broomfield on your grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Don Morris, Senior Community Planning and Development Representative, at (303) 672-5418 or [don.r.morris@hud.gov](mailto:don.r.morris@hud.gov).

Sincerely,

*Noemi Ghirghi*

Noemi Ghirghi  
Regional Director

Enclosures  
Cc: Rachel King



# City and County of Broomfield

## City Council Regular Meeting

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### H. Proposed Resolution approving an IGA with the Judicial Department

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6H.
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution No. 172 would approve an intergovernmental agreement with the Colorado Judicial Branch for a juror wheel to be used by the Municipal Court.

### **Attachments**

[Memo for IGA Approval for Jury Wheel.pdf](#)

[Resolution 2024-172 for IGA approval Jury Wheel.pdf](#)

[IGA for Juror List Template 2024 Wheel.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

A state juror wheel is a database of names of potential jurors that is used to randomly select jurors for service. The Colorado Judicial Department is required by C.R.S. § 13-71-108 to compile and maintain, in electronic form, a master juror wheel identifying potential jurors for the state courts of Colorado and is charged with certain responsibilities concerning public disclosure of information contained on the list of potential jurors. The City and County of Broomfield is required by C.R.S. § 13-10-114(2) to establish a procedure for summoning and selecting prospective jurors. The wheel includes names, addresses, and dates of birth.

The Parties desire to make pertinent portions of Department's current master juror wheel available to Broomfield for purposes of identifying prospective jurors within Broomfield's jurisdiction.

Resolution No. 172 would approve an intergovernmental agreement with the Colorado Judicial Branch for the juror wheel. The state and Broomfield are authorized by C.R.S. § 29-1-203 to enter into agreements with one another to provide any function or service lawfully authorized to each. Pursuant to Section 16.2 of the City Charter, approval of an intergovernmental agreement requires a two-thirds affirmative vote of the entire Council.

## Financial Considerations

There are no fiscal impacts with this intergovernmental agreement.

## Prior Council or Other Entity Actions

CCOB has entered into agreements for jury wheels approximately every two years.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

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

**That Resolution 2024-172 be adopted.**

## Alternatives

Council can reject the IGA. Without this jury wheel, Broomfield's Court administrator would need to expend resources and funds to create its own juror wheel.

# RESOLUTION NO. 24-172

A Resolution Approving an Intergovernmental Agreement with the Colorado Judicial Department for the Provision of a Juror List

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

## Section 1.

The Intergovernmental Agreement between the City and County of Broomfield and Colorado Judicial Department for the provision of a juror list is hereby approved.

## Section 2.

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

## Section 3.

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

Approved on December 3, 2024

The City and County of Broomfield, Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

*NCR*

---

City and County Attorney



## **IGA INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF JUROR LIST**

1. Parties. The Parties to this Intergovernmental Agreement for Provision of Juror List (“Agreement”) are the COLORADO JUDICIAL DEPARTMENT (“Department”), by and through the Office of the State Court Administrator located at 1300 Broadway, Suite 1200, Denver, Colorado 80203, and the [City and County of Broomfield for and on behalf of its Municipal Court](#) (“City”). Department and City may be referred to collectively as “Parties.” In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
2. Recitals & Purpose. The Department is required by C.R.S. § 13-71-108 to compile and maintain, in electronic form, a master juror wheel identifying potential jurors for the state courts of Colorado and is charged with certain responsibilities concerning public disclosure of information contained on the list of potential jurors. The City is required by C.R.S. 13-10-114(2) to establish a procedure for summoning and selecting prospective jurors. The Parties desire to make pertinent portions of Department’s current master juror wheel available to the City for purposes of identifying prospective jurors within the City’s jurisdiction. The Parties are authorized by C.R.S. § 29-1-203 to enter into agreements with one another to provide any function or service lawfully authorized to each.
3. Effective Date. This Agreement shall be effective upon the date it is fully executed by both Parties and shall terminate upon the City’s performance of responsibilities as identified in subsection 5.d. below.
4. The Department’s Responsibilities. The Department shall prepare and deliver a list of potential jurors (“Juror List”) derived from its 2024 master juror wheel to the City, and at no cost to the City, as follows:  
  
Boundaries: [City and County of Broomfield](#)  
Zip codes: [80020, 80021, 80023](#)  
Other Features: (If any) [None](#)  
Format: [Excel Spreadsheet](#)  
Delivered by means of: [Email](#)  
Emailed to: [Court Administrator](#)  
Name: [Amy Mailander](#)  
Email Address: [amailander@broomfield.org](mailto:amailander@broomfield.org)  
Delivery date: [As soon as possible](#)
5. The City’s Responsibilities.
  - a. The City shall treat the Juror List as a confidential record and shall not permit the inspection of the Juror List by the public or release the record by any means to the public or to any person other than City employees who, by virtue of their job duties for the City, need access to the Juror List. The City will instruct its employees,

agents, or any individual with access to the Juror List, that they are bound by this duty of confidentiality. The City agrees to immediately notify the Office of the State Court Administrator by telephone at (720) 625-5000 upon discovery of any unauthorized use or disclosure of the Juror List.

- b. In the event that the City receives a request to inspect or copy the Juror List or any part thereof, the City shall promptly refer the requesting party to the Office of State Court Administrator at 1300 Broadway, Suite 1200, Denver, CO 80203 or by telephone at (720) 625-5000.
- c. The City shall only use the data furnished in the Juror List for the purpose of selecting jurors for trials in the City's courts and the City shall not use the data for any other purpose.
- d. Upon discontinuing the use of the Juror List for any reason whatsoever, the City shall return to the Department all copies of the Juror List, in form and manner as requested by the Department. Any copy or copies that cannot be returned must be destroyed.

The terms and conditions in the above Agreement are accepted by the Parties by authorized signatures below.

COLORADO JUDICIAL DEPARTMENT

By: \_\_\_\_\_  
Typed: Steven Vasconcellos  
Title: State Court Administrator  
Date: \_\_\_\_\_

CITY AND COUNTY  
OF BROOMFIELD  
MUNICIPAL COURT

By: \_\_\_\_\_  
Printed: Guyleen Castriotta  
Title: Mayor  
Date: 12/3/2024



# City and County of Broomfield

## City Council Regular Meeting

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### I. Fourth Amendment to the 2024 Broomfield Budget

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6I.
Presented By	
Graham Clark, Director of Finance	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

This is the fourth request to amend the 2024 budget of the City and County of Broomfield.

The proposed resolution includes additional operational and capital expenses identified since the third amendment to the 2024 budget. Most of the changes in this amendment are related to grants that have been received and need to be included in the budget.

### **Attachments**

[Memo for 4th Amendment to the 2024 CCOB Budget.pdf](#)

[Resolution No. 2024-156 Fourth Amendment to the 2024 Budget.pdf](#)

## Summary

[View Correspondence](#)

The purpose of this memo is to provide City Council with all relevant information regarding the proposed fourth amendment to the 2024 City and County of Broomfield Budget. The City Council has approved three (3) prior revisions to the 2024 budget since its adoption on October 24, 2023.

The current proposed resolution reflects additional grant revenues and expenditures that did not meet the deadline for inclusion into the third amendment that was approved by Council on October 22, 2024. A portion of this amendment is related to finalizing American Rescue Plan Act (ARPA) dollars and reallocating them within approved projects. In total, this proposed amendment includes \$2,894,934 of additional revenue and \$1,761,500 of additional expenditures.

The [fourth amendment summary](#) for the City and County of Broomfield includes the proposed budget adjustments by fund. The [significant changes](#) table provides detailed information related to grants included in the amendment that exceed \$100,000.

The fund summaries provide a synopsis for each fund included in the proposed budget amendment. These summarize the proposed adjustments to revenues and expenditures as well as the proposed ending fund balances.

- [General Governmental Funds](#)
- [Capital Improvement Projects Funds](#)

## Financial Considerations

As detailed in the linked tables.

## Prior Council or Other Entity Actions

October 24, 2023: Council approved [Resolution 2023-134](#) adopting the 2024 CCOB Budget; BURA approved [Resolution 2023-135-UR](#) adopting the 2024 City and County of Broomfield Budget

March 7, 2024: Council approved [Resolution 2024-08](#) amending the 2024 CCOB Budget; BURA approved [Resolution 2024-28-UR](#) amending the 2024 BURA Budget

September 24, 2024: Council Approved [Resolution 2024-113](#) amending the 2024 CCOB budget for the second time; BURA approved [Resolution 2024-114 UR](#) amending the 2024 BURA Budget.

October 22, 2024: Council approved [Resolution 2024-147](#) amending the 2024 CCOB Budget for the third time.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the proposed budget amendment, the appropriate motion is...

**That Resolution 2024-156 be adopted.**

## Alternatives

Decline to approve budget amendment as described in the linked financial tables.

# RESOLUTION NO. 2024-156

A resolution authorizing and approving the fourth amendment to the City and County of Broomfield Budget for the year 2024

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

## Section 1. Recitals

1.1 Whereas, the City Council, by Resolution No. 2023-134, dated October 24, 2023, adopted the budget for the City and County of Broomfield for the calendar year 2024; and

1.2 Whereas, the City Council, by Resolution No. 2024-08, dated March 7, 2024, amended the budget for the City and County of Broomfield for the calendar year 2024; and

1.3 Whereas, the City Council, by Resolution No. 2024-113, dated September 24, 2024, amended the budget for the City and County of Broomfield a second time for the calendar year 2024; and

1.4 Whereas, the City Council, by Resolution No. 2024-147, dated October 22, 2024, amended the budget for the City and County of Broomfield a third time for the calendar year 2024; and

1.5 Whereas, the City Council desires to amend said budget a fourth time to reflect additional revenues and expenditures.

## Section 2. Budget Amendment

Pursuant to Section 12.10 of the Charter for the City of Broomfield and upon certification by the City and County Manager, the Budget for the City and County of Broomfield for the year 2024 is hereby amended as follows.

### 2.1 City and County General Fund

The amount budgeted for total City and County General Fund Expenditures is hereby increased by \$1,147,695 from \$168,003,470 to \$169,151,165.

The amount budgeted for total City and County Fund Revenues is hereby increased by \$1,647,595 from \$163,212,229 to \$164,859,824.

With this amendment, the projected ending fund balance for the City and County General Funds will be \$27,027,967.

### 2.2 Recreation Fund

The amount budgeted for total Recreation Fund Expenditures is hereby increased by \$10,000 from \$10,819,691 to \$10,829,691.

The amount budgeted for total Recreation Fund Revenues is hereby increased by \$10,000 from \$10,819,691 to \$10,829,691.

With this amendment, the projected ending fund balance for the Recreation Fund will be \$5.

### **2.3 Library Fund**

The amount budgeted for total Library Fund Expenditures is hereby increased by \$16,599 from \$3,790,461 to \$3,807,060.

The amount budgeted for total Library Fund Revenues is hereby increased by \$16,599 from \$4,447,375 to \$4,463,974.

With this amendment, the projected ending fund balance for the Library Fund will be \$1,379,693.

### **2.4 Human Services Fund**

The amount budgeted for total Human Services Fund Expenditures is hereby increased by \$282,389 from \$21,384,876 to \$21,667,265.

The amount budgeted for total Human Services Fund Revenues is hereby increased by \$1,220,740 from \$21,804,875 to \$23,025,615.

With this amendment, the projected ending fund balance for the Human Services Fund will be \$6,632,820.

### **2.5 Capital Improvement Fund**

The amount budgeted for total Capital Improvement Fund Expenditures is hereby increased by \$304,817 from \$102,812,152 to \$103,116,969.

The amount budgeted for total Capital Improvement Fund Revenues is not being adjusted with this amendment.

With this amendment, the projected ending fund balance for the Capital Improvement Fund will be \$16,764,895.

## **Section 3. Budget Tables**

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

## **Section 4. Effective Date**

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

Approved on December 3, 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 and County of Broomfield

## City Council Regular Meeting

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### J. Contract Renewals for the 2025 Air Quality Monitoring Program

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Consent Items Item: 6J.
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

This memo summarizes the oil and gas related air quality monitoring (AQM) programs contracted to Ajax Analytics with Colorado State University (CSU) and to Boulder A.I.R. These programs create a comprehensive approach to AQM in Broomfield that is protective of health and the environment, influences rulemaking, and facilitates operator compliance.

### **Attachments**

[Memo Contract Renewals for Air Quality Monitoring Program in 2025.pdf](#)

[First Amendment - BAIR.pdf](#)

[Second Amendment - Ajax.pdf](#)

# Summary

## [View Correspondence](#)

This memo summarizes the oil and gas related air quality monitoring (AQM) programs contracted to Ajax Analytics with Colorado State University (CSU) and to Boulder A.I.R. These programs create a comprehensive approach to AQM in Broomfield that is protective of health and the environment, influences rulemaking, and facilitates operator compliance.

As of January 2023, all recently developed oil and gas pads in Broomfield are in production. Oil and gas related emission events still occur, but have decreased significantly in frequency compared to pre-production phases. Occasional short-term emission events will likely continue to be observed throughout the production phase, primarily related to maintenance activities.

Staff requests a motion to direct the City and County Manager to renew (second of three renewals) the contract with Ajax Analytics and CSU, and to renew (first of three renewals) the contract with Boulder A.I.R. Both renewals maintain the same network operations, reporting services, and public portals as in 2024.

Both contract renewals can be executed within the approved 2025 budget (\$885,000 total budgeted).

## Background

In 2018, in accordance with the Oil and Gas Chapter of Broomfield's Comprehensive Plan, Broomfield City Council directed staff to develop and implement an Oil and Gas Air Quality Monitoring (AQM) program to monitor emissions related to oil and gas development in Broomfield. To date, \$6.7 million has been spent on Oil and Gas AQM in Broomfield. The following is a brief summary of services provided by AQM vendors:

### *Oil and Gas AQM Program - Ajax/CSU (2018 - present)*

- Council approved the first contract for the Oil and Gas AQM Program with Ajax/CSU on [August 28, 2018](#). The network has been continually assessed and scaled in accordance with oil and gas operations. Historically, as many as 19 real-time monitoring stations, 8 continuously weekly stations, and 15 periodic weekly stations have been utilized. Periodic weekly whole-air canister sampling was discontinued in 2023.
- The [network](#) currently includes five continuous real-time monitoring stations that measure Total Volatile Organic Compounds (TVOCs), particulate matter, and meteorological conditions. These stations are equipped with trigger mechanisms, initiated once specified TVOC measurements are recorded allowing for the remote collection of whole-air canister samples. The program also currently includes five stations which continuously collect whole-air canister samples with week-long sample durations. All whole-air canister samples are analyzed for 49 oil and gas related Volatile Organic Compounds (VOCs). Additional services include quarterly data reporting and a [public data portal](#).
- Recent network changes include transitioning from Apis to Sensit SPOD monitoring systems. System replacement was necessary due to deteriorating performance of aging Apis systems, lack of manufacturer support, and lack of availability of replacement parts. Sensit SPODs were selected as the new monitoring systems as a result of performance analyses outlined in Section 3.3.2.D of the [Regulation 7 Data Harmonization Report](#), completed by Ajax for the Colorado Energy and Carbon Management Commission. Broomfield data from 2024 indicate the Sensit SPOD systems are more stable, resulting in less downtime; however, the network transition required changes in data processes, which has led to issues with automated system notifications and reporting. Staff has

implemented additional notification and reporting processes and continues to work with Ajax to ensure systems are functioning properly.

- Total expenditures for Ajax/CSU contracts from 2018 - 2024: \$4,413,984.48.

#### *Impacted Community AQM Program - Boulder A.I.R. (April 2024 - present)*

- Council approved the first contract with Boulder A.I.R. for the Impacted Community AQM Program on [April 23, 2024](#).
- Council first approved a contract with Boulder A.I.R. on [December 17, 2019](#), to increase residential monitoring capabilities of the Oil and Gas AQM program. That contract ended on December 31, 2023 after three amendments.
- The [network](#) currently includes two trailer-based reference grade air monitoring systems. One location (Soaring Eagle) measures methane, VOCs, ozone, nitrogen oxides, particulate matter, and meteorological conditions. The additional location (North Pecos) measures methane, VOCs, and meteorological conditions. Additional services include quarterly data reporting and a [public data portal](#).
- 2024 service changes from the former contract are summarized in the [April 23, 2024 Council memo](#).
- Total expenditures for Boulder A.I.R. contracts from 2020 - 2024: \$2,281,123.

### **Impact**

Together, the Oil and Gas AQM and Impacted Community AQM programs create a comprehensive approach to AQM in Broomfield that is protective of health and the environment, influences rulemaking, and facilitates operator compliance.

The Oil and Gas AQM Program focuses on monitoring near pad air quality, useful for correlating pad operations to emission events, informing best management practices, and providing insight into long-term impacts to air quality associated with oil and gas operations. The Impacted Community AQM program focuses on monitoring air quality near residential areas affected by oil and gas operations, providing residents with near real-time concentrations of oil and gas specific compounds, and providing insight into how nearby residential areas are impacted by oil and gas related emissions. The AQM programs work in conjunction with the inspection program to help staff better understand how oil and gas operations and emissions are related, and how they affect our community.

The detection, response, and proceedings related to the Grade 1 Gas Leak at the Livingston Pad on May 23, 2023, illustrate how the Oil and Gas Facility Inspection Program and AQM programs work together to create a comprehensive approach to oil and gas oversight in Broomfield. The release was initially detected by a near pad monitoring station operated by Ajax Analytics, triggering the collection of a whole air canister sample and documenting elevated Total Volatile Organic Compound (TVOC) indicator readings. A staff inspector arrived on site and observed and documented an active liquid and gas release at the Livingston Pad. The inspector worked with the operator to shut in the pad and stop the release. As emissions migrated away from the source, they were detected by a Boulder A.I.R. monitoring station, tracking the movement of the plume and verifying emissions had migrated into adjacent residential areas. Following the release, the Colorado Energy and Carbon Management Commission found the operator in violation of state rules and approved an [Administrative Order by Consent](#) (AOC) on October 16, 2024. The ECMC assessed a total penalty of \$172,330 and required the operator to pay Broomfield \$171,288.40 for near-pad air quality monitoring.

In addition to the detection and resolution of the Livingston pad Grade 1 Gas Leak, Broomfield's comprehensive approach to AQM and oil and gas regulation has resulted in the identification and repair of two oil and gas gathering line leaks in 2023, improved best management practices including off-site separator maintenance, and robust datasets utilized to expand the scientific, industrial, and regulatory communities' understanding of emissions.

Broomfield's AQM data have been used in rulemaking (e.g. Reg 3 and Cumulative Impacts), testimony (e.g. Cosslett East hearing and Coyote Trails hearing), presentations (e.g. Local Government AQM presentation to the AQCC), conferences (e.g. Public Health in the Rockies), and scientific publications and reports (e.g. [Health Study](#), Reg 7 Data Harmonization Report, and forthcoming publications from CSU). Our AQM data is currently being utilized in research efforts to identify and prioritize ozone source areas in the Denver Metro North Front Range as well as the Regional Air Quality Council's Baseline Model Verification efforts.

### **Current Status and AQM Data Trends**

As of January 2023, all recently developed oil and gas pads in Broomfield are in production. Oil and gas related emission events still occur, but have decreased significantly in frequency compared to pre-production phases ([Annual Valid Trigger Canisters & Production Phase Trigger Canister Source Attribution](#)). Occasional short-term emission events will likely continue to be observed throughout the production phase related to maintenance activities.

The majority of pre-production activities associated with recent oil and gas development in Broomfield occurred from 2021 through 2022. During these two years, a total of 134 valid trigger canisters were collected across the Ajax Analytics network. A total of 23 valid triggered canisters have been analyzed since the last recently developed facility entered the production phase (January 13, 2023) through September 2024. Analysis of 13 of the 23 collected canisters found concentrations of compounds indicative of oil and gas activity. Of these 13 oil and gas associated canisters, six were verified through Broomfield's inspection program to have been collected during periods of maintenance.

AQM data indicates weekly TVOC concentrations have been broadly consistent following the end of all pre-production operations in January 2023 and continue to return to ambient background levels expected for the Colorado Front Range ([TVOC Weekly Monitoring Data Summary](#)). Average weekly TVOC concentrations reached the lowest value in the history of the program at 6.7 parts per billion (ppb) in Quarter 2, 2024. Although weekly TVOC concentrations as well as several VOC subset concentrations reached the lowest values in program history in Quarter 2, 2024, we expect these values to fluctuate. Background VOC concentrations are influenced by annual weather cycles, often resulting in lower concentrations throughout periods of warm weather and elevated concentrations throughout periods of cold weather. In addition, extended emission events or acute emission events resulting in high VOC concentrations can influence measured weekly concentrations.

Benzene, toluene, ethylene, and xylenes (BTEX) are a subset of VOCs associated with oil and gas production. Average weekly BTEX concentrations reached the lowest value in the history of the program at 0.31 ppb in Quarter 2, 2024 ([BTEX Weekly Monitoring Data Summary](#)). Benzene has been closely monitored throughout the program as it has defined minimum risk levels and is a human carcinogen. Average weekly benzene concentrations reached the lowest value in the history of the program at 0.09 ppb in Quarter 2, 2024 ([Benzene Weekly Monitoring Data Summary](#)).

### **Financial Considerations**

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
2025 Oil and Gas: Professional Services Misc. (02-55100-53170)	\$885,000
2025 AOC Assessed Penalty	\$85,644.20
Ajax Analytics 2025 Proposal	-\$467,707
Boulder A.I.R. 2025 Proposal	-\$415,140
Total Uses of Funds	-\$882,847
Projected Balance	\$87,797.20

#### Fiscal Note on Revenue:

- (1) Broomfield expects to receive \$171,288.40 from Extraction/Civitas in accordance with the ECMC Administrative Order by Consent (Order No. 1V-948). These funds are to be applied to the cost of operating one Ajax Analytics air quality monitoring station and associated services for two years. Approximately \$30,000 of the remaining budget will be allocated for the purchase of a methane gas analyzer as well as professional locating services for the soil gas monitoring program. The remaining funds will be allocated for the purchase of a class 1 hybrid pickup truck to support inspection and environmental monitoring efforts and/or fees for external legal council relating to oil and gas and air quality rulemakings.
- (2) The City of Longmont has applied for Department of Energy grant funding for methane research on behalf of a local government coalition. If the grant is awarded, Boulder A.I.R. should receive grant funds that will partially cover the cost of the Broomfield AQM. If the grant is awarded, Broomfield's contract with Boulder A.I.R. will be renegotiated and amended accordingly.

#### Prior Council or Other Entity Actions

- August 28, 2018: Council approved [Resolution No. 2015-150](#), approving the combined proposal of Ajax Analytics and Colorado State University (CSU) for Air Quality Monitoring.
- January 17 and January 31, 2019 - Approved 1st and 2nd Amendments to the Ajax Agreement, respectively, which added Thunder Vista and Anthem Impact Monitoring Stations.
- December 17, 2019 - [Resolution No. 2019-287](#) and [Resolution No. 2019-288](#) Approved a 3rd Amendment with Ajax Analytics and an Agreement with Boulder A.I.R. for Air Quality Monitoring in 2020.
- December 8, 2020 - [Resolution No. 2020-267](#) Approved a 4th Amendment with Ajax Analytics.
- December 8, 2020 - [Resolution No. 2020-268](#) Approved a 1st Amendment for Boulder A.I.R. and extended the term to December 31, 2021.
- November 1, 2021 - Approved a [5th Amendment](#) with Ajax Analytics to add expansion to its Air Quality Monitoring Program.
- December 21, 2021 - Approved a [6th Amendment](#) with Ajax Analytics for AQM Program (Jan-Mar 2022 Stop Gap).
- December 22, 2021 - Approved a [2nd Amendment](#) for Boulder A.I.R. for AQM Program (Jan-Mar 2022 Stop Gap).
- February 15, 2022 - Approved a [7th Amendment](#) with Ajax Analytics for Air Quality Monitoring (Apr-Dec 2022).
- February 15, 2022 - Approved a [3rd Amendment](#) with Boulder A.I.R. for AQM Program (Apr-Dec 2022).

- December 13, 2022 - [Resolution No. 2022-163](#) and [Resolution No. 2022-164](#) Approved an Agreement with Ajax Analytics and an Agreement with Boulder A.I.R. for Air Quality Monitoring in 2023.
- October 17, 2023 - Approved a [1st Amendment](#) with Ajax Analytics for Air Quality Monitoring associated with Oil and Gas Operations in 2024, and approved discontinuation of the Boulder A.I.R. Oil and Gas AQM program.
- In a focus session on [March 1-2, 2024](#), Council discussed an Impacted Community AQM Program, considering feedback from residents of impacted neighborhoods. Council directed staff to prepare a contract with Boulder A.I.R. for the remainder of 2024, to provide additional AQM resources to communities most affected by recent oil and gas development.
- April 23, 2024 - [Resolution 2024-50](#) Approved an Agreement with Boulder A.I.R. for Air Quality Monitoring for Oil and Gas Impacted Neighborhoods in 2024.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the proposed renewals of the existing contracts, the appropriate motion is to:

Direct staff to renew the contract with Ajax Analytics for the Oil and Gas AQM Program.

Direct staff to renew the contract with Boulder A.I.R. for the Impacted Community AQM Program.

## Alternatives

Do not approve the contract renewals.

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND BOULDER A.I.R. FOR BROOMFIELD'S IMPACTED COMMUNITY AIR QUALITY MONITORING  
PROGRAM ASSOCIATED WITH OIL AND GAS OPERATIONS FOR 2025

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

2.0 RECITALS.

2.1 The Parties entered into an Agreement dated April 23, 2024, (Agreement), in which the Contractor agreed to provide air quality monitoring services for Broomfield's Impacted Community Air Quality Monitoring Program for a Term commencing May 1, 2024 through December 31, 2024.

2.2 Paragraph 3.1 provides for the option to renew the Agreement for three additional one-year terms. The Parties wish to amend the Agreement for the period commencing January 1, 2025 through December 31, 2025.

3.0 THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 Term. The Term of the Agreement is hereby amended to extend from January 1, 2025 through December 31, 2025. The Consultant agrees to continue to provide all services required in accordance with the Agreement.

3.3 Price. The City shall pay the Contractor for services in accordance with the Consultant's Cost Proposal and attached hereto as Attachment A. Except for cost, nothing in this First Amendment is intended to change the Scope of Work to the original Consulting Agreement. Total payments for all work shall not exceed \$415,140.

4.0 AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of December 3, 2024.

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

---

City and County Manager

APPROVED AS TO FORM:

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

Boulder A.I.R., LLC a Colorado corporation

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

STATE OF COLORADO )  
County of Broomfield ) ss.

The foregoing instrument was acknowledged before me this 6 day of  
November 2024, by Detlev Helmig as (President)(Manager) of  
BoulderAIR, LLC.

WITNESS my hand and official seal.

(SEAL) 

ALECIA S. ROMERO  
Notary Public  
State of Colorado  
Notary ID # 20074002854  
My Commission Expires 07-18-2026

Notary Public Alecia S. Romero

My commission expires: 07/18/2026



Attachment A

Boulder



Atmosphere  
Innovation  
Research

---

Boulder A.I.R. L.L.C; 2820 Lafayette Dr., Boulder, CO 80305, U.S.A.; [dh.bouldair@gmail.com](mailto:dh.bouldair@gmail.com)

October 21, 2024

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

City and County of Broomfield 2025 Air Monitoring Proposal

Dear Mr. Resch,

We appreciate the City and County of Broomfield's interest to continue contracting with Boulder A.I.R. for air monitoring in Broomfield. We are pleased to provide you with the following year 2025 project and budget proposal. All monitoring work will follow the same protocols and reporting of results, interpretation, and discussion, and real-time reporting of results to the Broomfield *AirLive* and *Northern Colorado Front Range Combined* websites, and data archiving and sharing as in 2024. The pricing includes all costs for consumables, instrument repairs/upgrades, site visits, calibrations, data quality control, reporting, and archiving of the final monitoring data at the EPA AMTIC archive (Ambient Monitoring Archive for HAPs, <https://www.epa.gov/amtic/amtic-ambient-monitoring-archive-haps>) and EBAS (<https://ebas.nilu.no/>).

The VOCs monitoring at BSE and BNP will be conducted by flame ionization detection (FID). Ozone, nitrogen oxides, and Particulate Matter monitoring at BSE follow strict regulatory-grade protocols. The BSE and BNP cost proposals cover the expenses for a full year of monitoring, from January 1, 2025, to December 31, 2025. A cost breakdown is presented in the tables below.

The costs for this air monitoring are:

Broomfield Soaring Eagle:	\$270,051
Broomfield North Pecos:	<u>\$145,089</u>
Total:	\$415,140

Thank you,

Detlev Helmig

Detlev Helmig, PhD

Broomfield Year 2025 Air Monitoring Cost Proposal by Boulder A.I.R. LLC - Broomfield Soaring Eagle							
		Year 1 - 2020					Year 5 - 2025
Item	Variable	Rate \$	Measurement per hour	per day	Total # samples	Cost \$	Discounted Rate \$
1	Ozone, TEI_49, regulatory-like	0.40	12	288	105192	42,077	17,918
2a	NO, Teledyne T200UP, regulatory-like	0.50	12	288	105192	52,596	17,396
2b	NO <sub>2</sub> , Tiedyne T200UP, regulatory-like	0.50	12	288	105192	52,596	17,396
3	Methane, Picarro G2401, WMO-grade	0.50	12	288	105192	52,596	35,837
4	Volatile Organic Compounds (30 total, including ethane, ethene, acetylene, propane, propene, i-butane, n-butane, i-pentane, n-pentane, isoprene, n-hexane, benzene, toluene, o-xylene, ethylbenzene, o-xylene, m-xylene, p-xylene); custom-gas chromatograph;	24.00	1	24	8766	210,384	105,665
5	PM2.5, GRIMM EDM180, regulatory-like	0.40	12	288	105192	42,077	30,102
6	Meteorological variables (wind speed, wind direction, temperature, radiation), research-	0.07	12	288	105192	7,363	3,587
7	Webcam imaging and archiving, 1 year	0.03	2	48	17532	526	2,150
8	Website maintenance, data management, data archiving, reporting (BSE & BNP)					40,000	40,000
9	Instrument shelter					12,000	0
10	Power, communication					6,000	0
Total full year:						518,215	270,051

Broomfield Year 2025 Air Monitoring Cost Proposal by Boulder A.I.R. LLC - Broomfield North Pecos							
		Year 1 - 2020					Year 5 - 2025
Item	Variable	Rate	Measurement Frequency		Total	Total Cost	Discounted Rate
		\$	per hour	per day	# samples per year	\$	\$
1	Volatile Organic Compounds (30 total, including ethane, ethene, acetylene, propane, propene, i-butane, n-butane, i-pentane, n-pentane, isoprene, n-hexane, benzene, toluene, o-xylene, ethylbenzene, o-xylene, m-xylene, p-xylene); custom-gas chromatograph; WMO-grade, gas chromatography - flame ionization	24.00	1	24	8766	210,384	105,665
2	Meteorological variables (wind speed, wind direction, temperature), research-grade	0.07	12	288	105192	7,363	3,587
3	Instrument shelter					7,500	0
4	Power, communication					3,000	0
5	Methane, Picarro G2301, WMO-grade	0.50	12	288	105192	52,596	35,837
Total full year:						228,247	145,089

SECOND AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN THE CITY AND COUNTY  
OF BROOMFIELD AND AJAX ANALYTICS, INC. FOR AIR QUALITY MONITORING ASSOCIATED WITH  
OIL AND GAS OPERATIONS FOR 2025

1.0 PARTIES. The parties to this Second Amendment are The City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Ajax Analytics, Inc. a Colorado Corporation (the “Consultant”), collectively, the “Parties”, individually, the “Party”.

2.0 RECITALS.

2.1 The Parties entered into a Consulting Agreement dated December 13, 2022, (Agreement), in which the Consultant agreed to provide air quality monitoring in regards to oil and gas activity for a Term commencing January 1, 2023 through December 31, 2023.

2.2 The Parties to this Second Amendment desire to amend paragraph 3.1, Term and paragraph 3.3, Price, of the Agreement relating to the term and fee.

3.0 THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 Term. The Term of the Agreement is hereby amended to extend from January 1, 2025 through December 31, 2025. The Consultant agrees to continue to provide all services required in accordance with the Agreement.

3.3 Price. The City shall pay the Contractor for services in accordance with the Consultant’s Cost Proposal and attached hereto as Attachment A. Except for cost, nothing in this Second Amendment is intended to change the Scope of Work to the original Consulting Agreement. Total payments for all work shall not exceed \$467,707.

4.0 AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of December 3, 2024.

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

---

City and County Manager

APPROVED AS TO FORM:

City and County Attorney

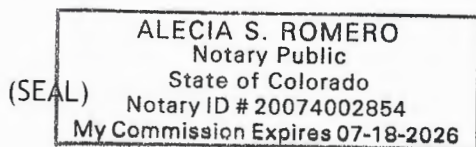
Ajax Analytics, Inc. a Colorado corporation

By: [Signature]  
Title: CEO

STATE OF COLORADO )  
County of Broomfield ) ss.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November 2024, by Brent M. Buck as (President)(Manager) of Ajax Analytics, Inc.

WITNESS my hand and official seal.



Notary Public Alecia S. Romero

My commission expires: 07/18/2026

## Attachment A

Statement of Work 05 Renewal #2  
2023 Broomfield Community Air Monitoring

## 2025 RENEWAL PROPOSAL

Per Section 3.1 of the agreement made effective on January 1, 2023 between Ajax Analytics, Inc. (Ajax) and The City and County of Broomfield (Broomfield) (the "2023 Agreement"), Ajax Analytics is pleased to present this 2025 renewal pricing proposal for the second of three renewal terms authorized in the agreement.

Under this proposal, all terms and conditions defined in the 2023 Agreement and the Amended Exhibit A shall remain. As indicated in the agreement regarding renewal costs, Ajax Analytics presents the following amendment to the pricing sections 3.1 and 3.2 of the Scope of Work.

### 3.1 Subscription Pricing

Ajax Analytics' software and services are priced as a subscription per-monitoring-site and software access method. The 2025 Monitoring Plan includes the following subscriptions:

- 12-month subscription for 5 Sensor System Sites
  - Up-to 30 auto-triggered canister samples.  
*Invalid samples due to maintenance activities or system malfunction are not decremented from the quota of auto-triggered canister samples.*
- 12-month subscription for 5 Continuous Weekly Monitoring Sites

Broomfield agrees to a full pre-payment of the total subscription fees in exchange for a pre-payment discount. Pre-payment allows for a \$25,000 hold-back amount which will be invoiced and payable in the last month of the term.

#### 2025 Broomfield Monitoring Program Pricing

Service	Service Details	Quantity	Annual Price	Annual Line Total
<b>Sensor System</b> w/ Auto-Triggered Sampling Capability 90% Uptime SLA	Sensor system with TVOC, wind speed and direction, temperature, pressure, humidity, PM (or double-trigger). Solar-powered, cellular connected. Maintenance and connectivity included.	5	@ \$40,273 (\$3,356 per month)	= \$201,365
<b>Cold-Spare Sensor System</b> w/ Auto-Triggered Sampling Capability	Cold-spares sensor system on-hand.	2	\$0 (\$0 per month)	\$0
<b>Continuous Weekly Monitoring Site</b> whole air canister sampling w/ lab analysis	52 week-long sample deployments with VOC lab analysis per site	5	@ \$25,461 (\$2,122 per month)	= \$127,305
<b>Data Management &amp; Public Portal</b>	Real-time data management and multi-source data consolidation. Maintenance of publicly-accessible web portal.	1	@ \$24,000 (\$2,000 per month)	\$24,000
<b>Analytics Services</b>	Advanced Quarterly Reporting, event investigation & characterization, event reports, ad-hoc reporting, scientific expertise.	1	@ \$132,000	\$132,000
<b>Total</b>				<b>\$ 484,670</b>
<b>Pre-payment Discount</b>				<b>\$ (16,963)</b>
<b>2025 Monitoring Plan Total</b>				<b>\$ 467,707</b>



In the event that Broomfield would like to add new monitoring subscriptions mid-year, for example due to a desire to monitor additional potential emission sources, Ajax Analytics will deploy additional monitoring sites as soon as possible, typically within days if monitoring equipment is in inventory. Ajax Analytics commits to deploying additional equipment within 30-days of the request under the monthly pro-rated pricing for the line item.

Billing for Add-on Sites will begin upon site deployment, that is, when operating data collection equipment is placed at the monitoring site. Monthly invoices will reflect the costs incurred by additional deployed monitoring sites at the pricing defined above. Partial deployment months will be pro-rated on a daily rate based on the monthly subscription cost and will be billed in the month following deployment.

## 3.2 Billing Structure

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A pre-payment invoice will be presented to Broomfield upon contract execution. Monthly invoices will be provided on or near the first business day of each month through the contract period if a balance is due.

The following table provides the payment schedule for the Broomfield air quality monitoring program in 2025. Inclusion of Add-on Site subscriptions would alter this payment schedule.

### PAYMENT SCHEDULE

Payment	Payment Due	Invoice Amount
2025 Prepayment	Upon Contract Execution	\$442,707
2025 Hold-Back Amount	December 2025	\$25,000



# City and County of Broomfield

## City Council Regular Meeting

### A. Public Hearing - Palisade Park Filing 1 Replat E (QuikTrip) FP & SDP/URSP

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Action Items Item: 7A.
Presented By	
Lynn Merwin	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

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

The QuikTrip Corporation has submitted an application for consideration of a Final Plat and Site Development Plan/Urban Renewal Site Plan (SDP/URSP) for a new gas station and convenience store located at 900 W 168th Place. The proposal includes a 5,312 square foot, single-story convenience store and gas station with 14 detached pumps. A canopy structure will cover the gas pumps and there are 35 parking stalls. The property is located at the northeast corner Colorado State Highway 7 (CO 7) and County Road 7.

### **Attachments**

[QuikTrip \(called up\) - City Council Memo.pdf](#)

[Resolution No. 2024-143 QuikTrip FP, SDP.pdf](#)

[Resolution No. 2024-168-UR QuikTrip BURA.pdf](#)



## Summary

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

The QuikTrip Corporation has submitted an application for consideration of a Final Plat and Site Development Plan/Urban Renewal Site Plan (SDP/URSP) for a new gas station and convenience store located at 900 W 168th Place. The proposal includes a 5,312 square foot, single-story convenience store and gas station with 14 detached pumps. A canopy structure will cover the gas pumps and there are 35 parking stalls. The property is located at the northeast corner Colorado State Highway 7 (CO 7) and County Road 7.

The proposed final plat would subdivide the 3.84 acre existing parcel into two smaller parcels. The QuikTrip is proposed on Lot 1 of the Palisade Park Filing No. 1 Replat E Final Plat. The property is zoned PUD and is subject to the Palisade Park PUD Plan. The PUD plan permits the gas stations and convenience stores subject to SDP/URSP approval. The underlying Comprehensive Plan Land Use Map designates the property as mixed-use commercial.

Proposed Resolution No. 2024-143 and Proposed Resolution No. 2024-168-UR would approve the Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip Store 4261) Site Development Plan/Urban Renewal Site Plan, and the Palisade Park Filing No. 1 Replat E Final Plat.

## Financial Considerations

The proposed development and investment in the property are consistent with the land use assumptions within the Long-Range Financial Plan. The proposed project is expected to provide a positive fiscal impact, due to investment in the development, employment opportunities, and the generation of sales tax revenues from the convenience-type sales (such as snacks, beverages, and other convenience items) and employment.

## Prior Council or Other Entity Actions

- [October 22, 2019](#) - City Council approved the Palisade Park Filing No. 1 Replat C Final Plat and the Site Development Plan/Urban Renewal Site Plan for Palisade Park Filing No. 1 Replat C Lots 4 and 6-110 and Tract A.
- [October 9, 2007](#) - City Council approved the Palisade Park Filing No. 1 Final Plat by adopting Resolutions No. 2007-186 and 2007-187-UR.
- [February 14, 2006](#) - City Council approved the Palisade Park Planned Unit Development Plan by adopting Resolution No. 2006-21.

## Boards and Commissions Prior Actions and Recommendations

The Land Use Review Commission reviewed the proposal on October 14, 2024, and voted unanimously to recommend approval of the proposal.

## Proposed Actions / Recommendations

Following and subject to the results of the public hearing, if Council wishes to approve the application as presented, it is recommended...

**That Resolution No. 2024-143 (development) be approved**

If the Broomfield Urban Renewal Authority wishes to approve the urban renewal site plan, it is recommended that...

**That Resolution 2024-168-UR (development) be approved**

## Alternatives

If the proposed plan does not comply with the applicable Broomfield Municipal Code (BMC) review standards for a site development plan and final plat:

- Direct the City and County Attorney to draft findings to support denial of the application based on the record and continue the application for a decision to a date certain.

## Key Details

### Project Website

<https://www.broomfieldvoice.com/quiktrip-palisade-park>

### Links to Application Materials

[Final Plat](#)

[Site Development Plan / Urban Renewal Site Plan](#)

[Project Description](#)

[Color Elevation Pages](#)

[Exposure Assessment](#)

[Additional Correspondence From Applicant](#)

### How to Submit Public Comments on this Proposal

Email directly to [Planning@broomfield.org](mailto:Planning@broomfield.org)

### Key Issues Identified By Staff

Staff has not identified any key issues with the subject proposal.

## Overview of Application

The subject proposal is for a new gas station and convenience store located at 900 W 168th Place. The proposal includes a 5,312 square foot, single-story convenience store and gas station with 14 detached pumps, and 35 parking stalls. The application includes a Site Development Plan/Urban Renewal Site Plan and a Final Plat. The plat would subdivide the existing 3.84 acre existing parcel into two smaller parcels, including a 1.39 acre parcel for the gas station and a future pad site to the east.



Site Plan

The proposed convenience store is located at the northwest corner of the lot. The gas pumps and canopy structure are proposed to be located near the center of the site with vehicular access around the pumps. Vehicular access to the site is from 168th Place to the north, and connecting through the adjacent (undeveloped) pad sites to the east.

## Property Owner and Applicant

Property Owner: Kevamra LLC  
Applicant: QuikTrip Corporation

## Concept Review Plans

The applicant completed a Concept Review meeting at the City Council Study Session on February 20th. The [BroomfieldVoice Webpage for this project](#) has remained open for comments. Comments received are provided in the Correspondence folder linked above for this meeting.

Following the Concept Review meeting, the applicant added two (2) EV Direct Current Fast Charging (DCFC) stations to their proposed plans. Fast Charging stations are *not* required by the Broomfield Municipal Code and were included following conversations with staff and feedback received during Concept Review.

## Applicable City and County of Broomfield Plans

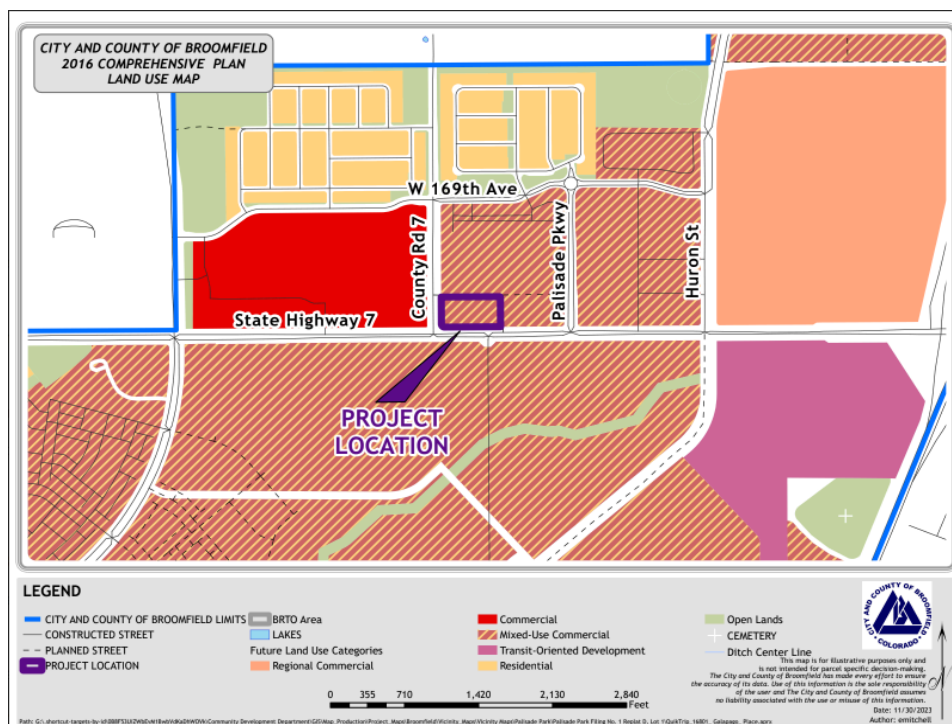
### Relationship to Comprehensive Plan

The Comprehensive Master Plan is an advisory document. In 2006, when the original zoning for this property was proposed, City Council adopted a Comprehensive Plan Amendment to bring the plan into alignment with the proposed zoning, and gas station uses were approved with the zoning. The application before Council does not require a Comprehensive Plan amendment. A gas station is already an approved use in this PUD. This section is provided as reference.

The 2016 Broomfield Comprehensive Plan land use designation for this property is “Mixed-Use Commercial.”

The Comprehensive Plan describes the primary uses within Mixed-Use Commercial areas as including commercial, employment and multi-unit or single-unit attached residential uses. The Comprehensive Plan identifies “travel commercial uses,” including gas stations, as a land use appropriate for areas designated as Mixed-Use Commercial. The proposed SDP/URSP is consistent with the Mixed-Use Commercial land use designation.

The following map shows the project location within a portion of the land use map for the surrounding area.



*A Portion of the 2016 Comprehensive Plan Land Use Map*

## Goals and Policies of the Comp Plan

The following are relevant Comprehensive Plan goals:

**Policy ED-A.4:** Ensure an adequate supply of appropriately zoned land for a diversified mix of manufacturing, services, and business support services.

**Goal ED-B: Commercial Vitality** - Maintain and enhance the vitality of commercial, industrial, and retail sectors in order to provide employment and tax base.

**Goal ED-G: Adequate Tax Base** - Ensure an adequate property and sales tax base to support quality community services, facilities, and amenities as identified within the Long-Range Financial Plan, and without placing an undue tax burden on citizens.

Although not a criteria for Council's consideration of this application, staff believes the application is complementary to the goals, objectives and policies, as well as the intent of the Comp Plan.

## Economic Considerations and Financial Plan

The proposed development and investment in the property is consistent with the land use assumptions, and Broomfield's fiscal sustainability priority. The proposed project is expected to provide a positive economic impact, due primarily to sales tax revenues generated from the convenience-type sales (such as snacks, beverages, and other convenience items). Colorado does not allow a local sales tax on fuel (gasoline or diesel fuel), and the price of the fuel includes the Colorado fuel tax (\$0.22/gal) and fuel fees. These funds, along with federal fuel tax (\$0.184 gasoline and \$0.244 diesel), are distributed based on population and other factors.

The proposed development will create full and part-time employment opportunities, increase business choices, and furthers the development and investment in the area. The proposed development is consistent with the Long-Range Financial Plan.

The proposed development is expected to generate approximately \$80,000 annually in Broomfield tax revenues, but these revenues are largely pledged to the [North Park West Urban Renewal Area](#) due to the location of the proposed development.

## Zoning, Urban Renewal Area, and Previously Approved Plans

### Zoning

The project area is zoned Planned Unit Development (PUD) and is governed by the Palisade Park PUD Plan approved by City Council on February 14, 2006. This project site is designated Mixed Use Commercial by the PUD Plan. The PUD approved for this property permits Retail/Commercial uses, including gas stations.



## Gasoline Station Siting Requirements in Code

The Broomfield Municipal Code, [17-34-080](#), requires a minimum distance of 1,000 feet between new gas stations. This is currently the only active gas station proposal within a 1,000-foot distance of this site. The closest existing gas station is Murphy USA located approximately 2,000 feet to the east. This code provision also provides an exception that a maximum of two gas stations are permitted with less than 1,000 feet of separation at any single intersection of two roads so long as the gas stations are not on the same side of the traveled street. If the CO 7 and CR 7 intersection is built out to the south in the Baseline community as planned in the North Park PUD Plan, a future gas station could be permitted across CO 7 from the proposed Quick Trip gas station under the current Code.

In July 2020, City Council heard a concept review for a Circle K gas station to the west of the Quick Trip site within the Highlands subdivision. The applicant subsequently submitted a formal application for consideration of the Circle K gas station which was considered at an August 11, 2022 public hearing before the Land Use Review Commission (LURC). On the applicant's request, LURC voted to continue the application. The applicant never moved forward with the application. On August 11, 2023, following one year of inactivity on the Circle K application, staff notified the applicant that the case was being closed due to inactivity. Staff also notified the applicant of the possibility of a new application for a gas station within 1,000 feet of the Circle K site (the subject Quick Trip application) and that if this new application is approved, the Circle K site would no longer be able to develop with a gas station as the two sites are within 1,000 feet of each other.

## North Park West Urban Renewal Plan and I-25 Sub-Area Plan

This property is within the boundaries of the [North Park West Urban Renewal Plan](#). The North Park West Urban Renewal Plan states that the purposes of the Plan are to eliminate and prevent blight and to achieve development of the highest quality in the Urban Renewal Area. The review standards for the Urban Renewal Site Plan are substantially similar and mirror the requirements of a site development plan approval in the Broomfield Municipal Code. The Urban Renewal Plan does have one additional criteria which is that the proposal should be consistent with the purposes and standards of the Urban Renewal Plan and the I-25 Sub-Area Plan.

The I-25 Sub-Area Plan designates this area as Mixed-Use Commercial and includes various design standards. The proposed SDP/URSP is consistent with the Mixed-Use Commercial land use designation as "travel commercial uses," including gas stations, are an appropriate land use for such areas. This proposed development and the approved Palisade Park PUD Plan are consistent with the standards of the I-25 Sub-Area Plan.

## Previously Approved Plans

The Broomfield City Council approved the Palisade Park PUD in February, 2006. In October of 2007, City Council approved the Palisade Park Filing No. 1 Site Development Plan/Urban Renewal Site Plan (SDP/URSP) and Final Plat for Palisade Park Filing No. 1 (Initial Subdivision Filing). The first SDP/URSP that was approved for the subdivision included the primary roadways, grading, drainage, and landscaping for the area included in Filing No. 1.

In October of 2019, City Council approved the Palisade Park Filing No. 1 Replat C Final Plat and the Palisade Park Filing No. 1 Replat C Lots 4 and 6-110 and Tract A Site Development Plan/Urban Renewal Site Plan (Brownstones at Palisade Park) for the portion of Filing No.1 west of Palisade Parkway and south of 169th Avenue. The approval in 2019 includes the Brownstones residential buildings. These are located to the south of W 169th Avenue, and are between CR 7 and Palisade Parkway. This SDP/URSP and Plat further established a private park in the center of Filing No. 1 Replat C, and four (4) lots around the east, west, and south sides of the subdivision. Please see the graphic depiction of the layout of Palisade Park Filing No. 1 Replat C below.

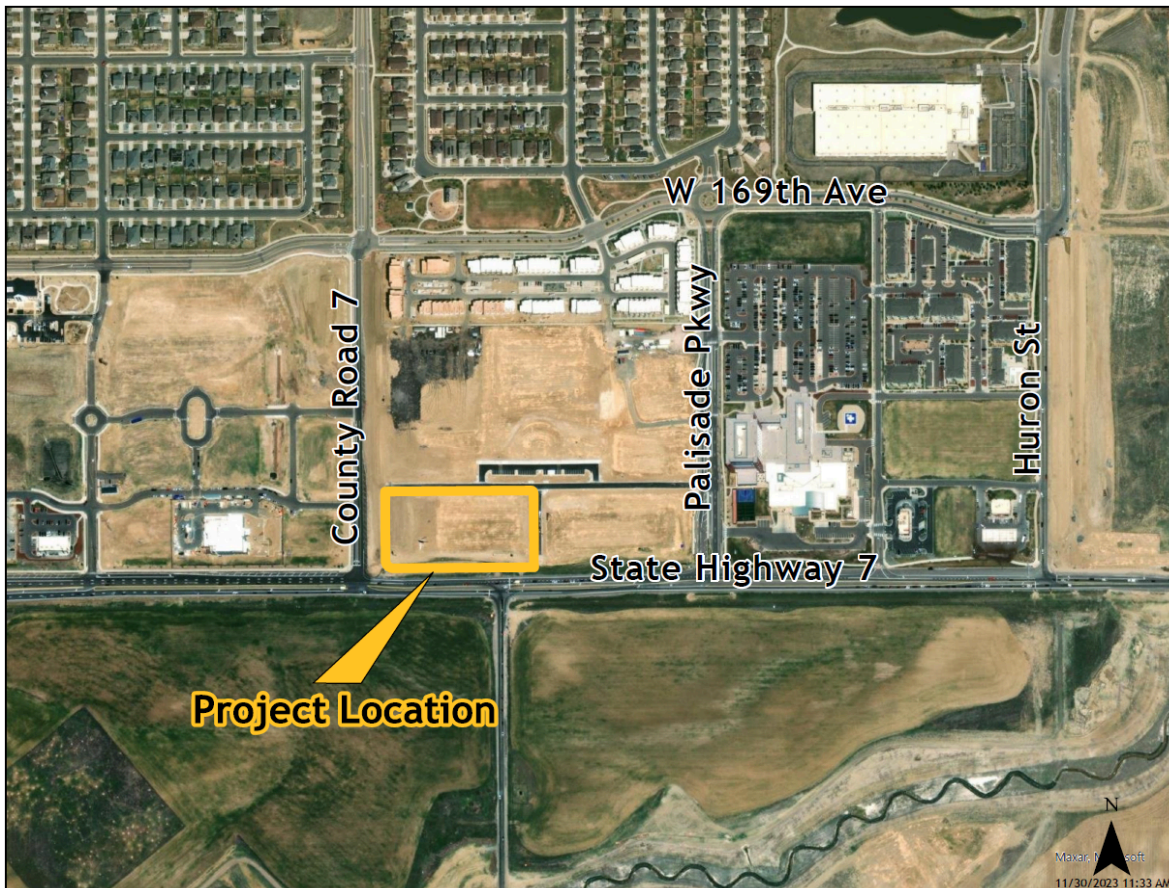


*Palisade Park Filing No. 1 Replat C Site Plan*

## Area Context

The area for this proposed rezoning is generally located north and east of the intersection of CO 7 and County Road 7 (CR 7). The developer is requesting to subdivide the existing parcel (Lot 1 of Replat C) into two smaller parcels for this proposal. The QuikTrip gas station is proposed to be constructed on the new Lot 1, located at the corner of CO 7 and CR 7. The second lot is undeveloped and, once subdivided, will be available for future development.

The project site is at the southwest of the Palisade Park development. The Children's Hospital is located to the east. A concept review for a medical office building was recently completed for the parcel immediately to the north. A community park is nearing completion to the east of the proposed medical office building. The Brownstones at Palisade Park are to the north of the proposed medical office building. West of this project site, across CR 7, is the Highlands PUD which permits mixed use development similar to Palisade Park. South of the project site, across CO 7, is the Baseline mixed-use development. A project location map is included below.



*Project Location Map*

## Current Application - Detailed Description and Staff Review

### Description

The QuikTrip Corporation has submitted an application for consideration of a Final Plat and Site Development Plan/Urban Renewal Site Plan (SDP/URSP) for a new gas station and convenience store located at 900 W 168th Place. The proposal includes a 5,312 square foot, single-story convenience store and gas station with 14 detached pumps. The proposal includes a canopy structure located over the gas pumps. This proposal also includes 35 parking stalls.

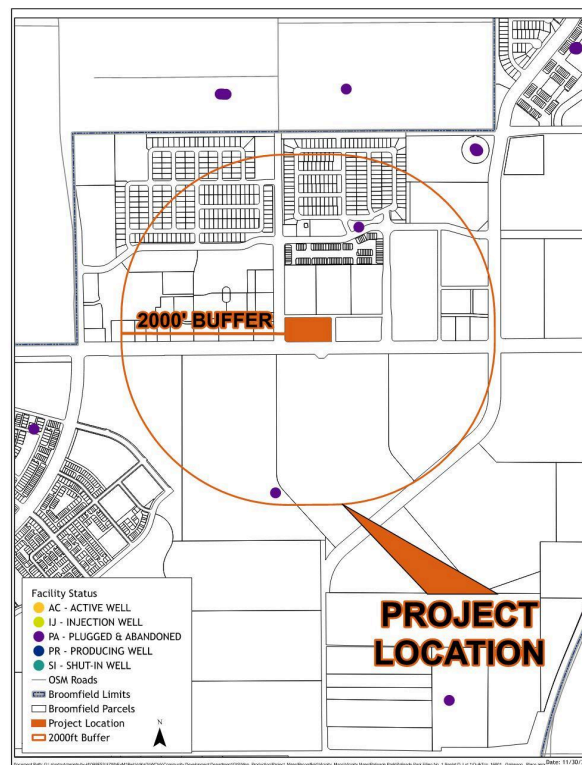
The property is zoned PUD and is subject to the Palisade Park PUD Plan.



The developer is also requesting to subdivide the existing parcel into two smaller parcels for this proposal. The gas station and convenience store are proposed to be located on the new parcel located at the corner of CO 7 and CR 7.

The proposed convenience store building will be located at the northwest corner of the new Lot 1 (at the SE corner of County Road 7 and W 168th Place), with pedestrian access provided from both adjacent streets. The gas pumps and canopy will be located south of the building, in the center of the primary vehicular circulation area, providing vehicle and gas delivery truck access to the pumps and to the gas tanks.

The property is within 2,000 feet of two Plugged and Abandoned oil and gas wells, as shown in the oil and gas buffer map below.



2,000 Foot Oil and Gas Buffer Map

## Land Use Summary

The following table summarizes the proposed land use breakdown for the proposed SDP/URSP.

Land Use Summary Table		
Development Area	SqFt	Percent of Site
Building Coverage	5,312	8.8%
Driving and Parking	39,043	64.7%
Open Area	15,973	26.5%
<i>Total</i>	60,328	100%

## Parking and EV Charging Stations

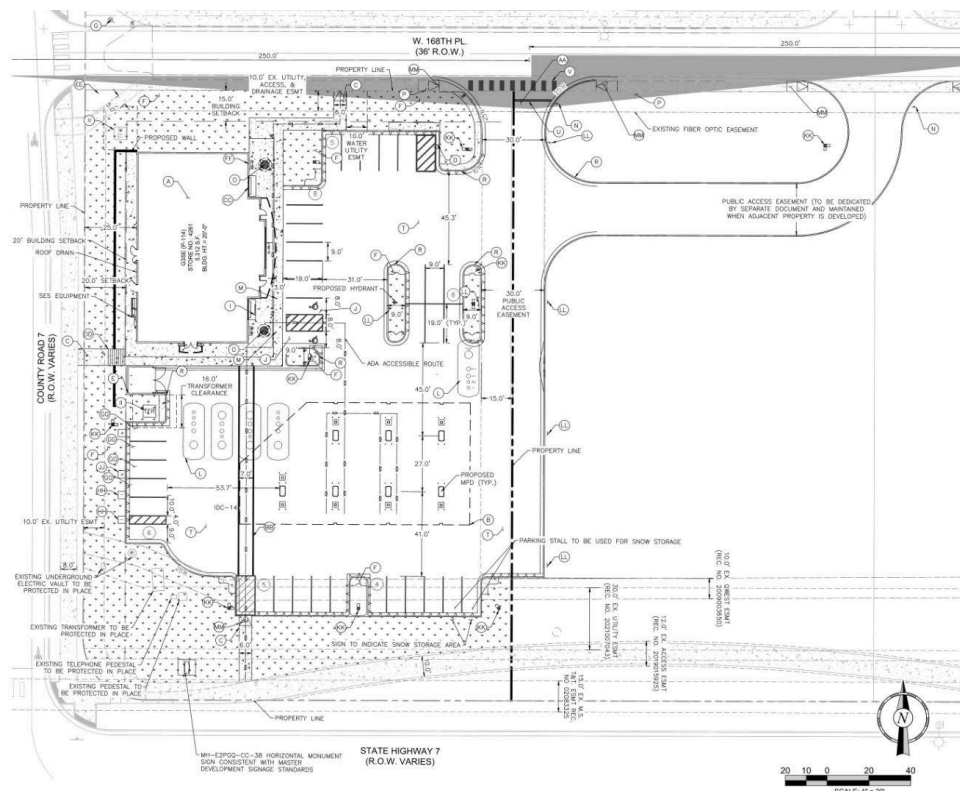
The applicant is proposing to add 35 parking spaces as a part of this gas station and convenience store. Parking will include two (2) EV Direct Current Fast Charging (DCFC) stations, four (4) EV ready spaces, and two (2) ADA parking spaces. Each DCFC station is permitted to substitute for up to 10 EV Installed, EV Ready, or EV Capable spaces. The convenience store will also include two (2) bicycle parking spaces.

The number of planned vehicular and bicycle parking spaces complies with [BMC 17-32-040 - Off-street parking; required spaces](#). EV parking is provided in accordance with the requirements of [BMC 15-33 - Colorado Model Electric Ready and Solar Ready Code](#).

## Site Layout and Circulation

The primary entrance to the site will be from W 168th Place, to the north, along the shared access drive between Lot 1 and Lot 2 as created by the Final Plat. The SDP/URSP also includes a secondary access further east along W 168th Place, with a paved access route connecting to the gas station through Lot 2.

The second point of access is required by North Metro Fire Rescue District to ensure adequate access to this gas station should one entrance ever be obstructed. The owner of Lot 2 has requested additional time to dedicate the secondary Public Access Easement across Lot 2 but will be required to finalize the dedication by separate easement prior to beginning construction. The fire access plan for the site and the site circulation have been reviewed and approved by Broomfield Traffic Engineering and North Metro Fire Rescue District.



Detailed Site Plan

## Transit Access and Walkability

The site plan includes three pedestrian connections from the planned convenience store to sidewalks surrounding the site. Two of the pedestrian connections are fully ADA accessible, and the third connection to CR 7 west of the site will be a staircase. The connection to W 168th Place will be accessible, and ADA access from CO 7 will be provided with a connection to the sidewalk that includes a walkway through the gas station parking lot.

CO 7 is a key east-west transportation corridor between Brighton to Boulder. Communities and agency partners have been planning for new fixed route transit service and future BRT on CO 7 for a number of years. Funding has been secured to begin limited fixed route transit service on CO 7 in 2026. It is a Broomfield priority that development in this area supports convenient pedestrian access to future transit stops to support transit usage. There are two Bus Rapid Transit (BRT) Station stops anticipated along CO 7 in Broomfield west of I-25. The first is immediately west of Children's Hospital at CR 7. In addition, the Colorado Department of Transportation, the Regional Transportation District and local municipalities have been working to plan for and construct transit improvements at the the I-25/CO 7 interchange that will create a new transit stop, Park n Ride, and pedestrian bridge over I-25.

## Architecture, Signage and Lighting

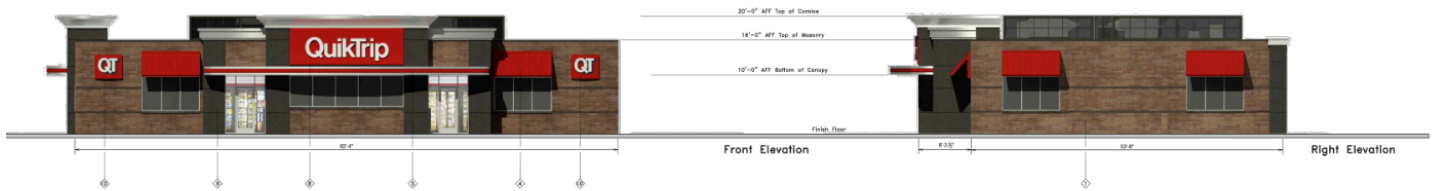
The applicant has provided a rendering of the proposed convenience store generally representing the elevations provided in the proposed SDP/URSP. The design is consistent with other convenience stores operated by QuikTrip. The plans also include a 20'-0" tall convenience store building, and a 18'-6" tall canopy structure located over the gas pumps, in compliance with the maximum height in the Palisade Park PUD Plan. Signage is shown on the color elevations for the buildings for conceptual purposes. All signage, including any freestanding signs, will be reviewed for conformance with the Broomfield Sign Code at the permit stage.

Site lighting will include shields on light poles, and all fixtures will be full cut-off and directed down in full cut-off position. The lighting plan shows that light levels at the property line are generally at 0 footcandles, although slightly higher along the access drives and entrance from W. 168th Place.

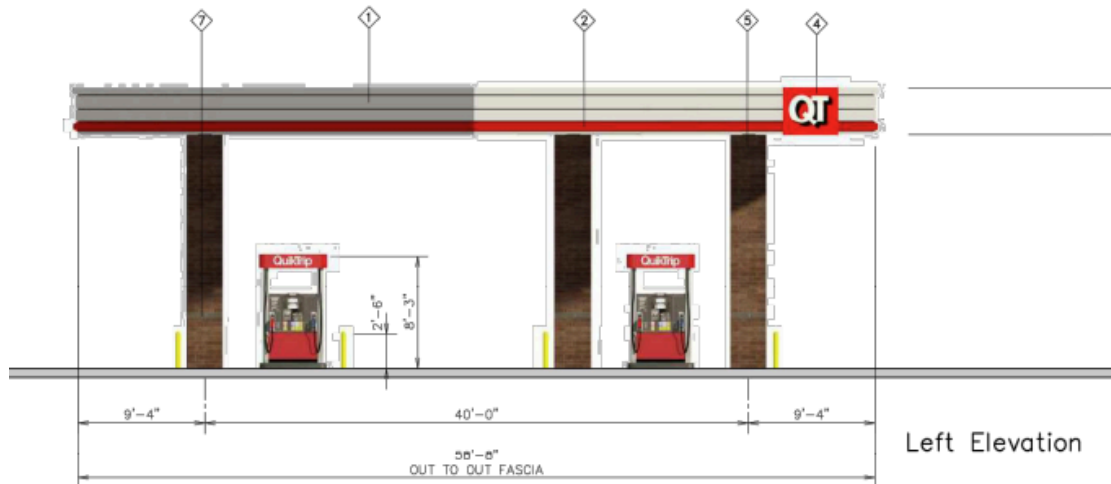
The applicant has submitted color elevation drawings, and two exterior renderings showing the architectural style of the proposed structure.



*Rendering of the new QuikTrip Convenience Store*



*Sample Color Elevations of Convenience Store*



*Sample Color Elevation of Gas Station Canopy*

## Site Landscaping and Drainage

The proposed landscape plan for the property includes new landscaping. The landscape plans include parking lot islands planted with ornamental trees and shrubs, shrubs to screen parking spaces located at the edge of the site, and new low water use street trees planted along County Road 7.

Site landscaping will cover approximately 26.5% of the property, and the landscape plan and water budget have been reviewed by staff for compliance with the Broomfield Landscape Code. Landscaping along CO 7 and CR 7 was approved as a part of a separate SDP/URSP for Palisade Park and will be installed according to the previously approved landscape plans.

Drainage for this development is included in the Palisade Park Final Drainage Report, with detention for the site provided by existing pond 969 located northwest of the intersection of West 169th Avenue and Huron Street in Broomfield, Colorado. The site slopes slightly downward from the west to the east with stormwater collected by private infrastructure which outfalls into West 168th Place storm infrastructure. The project is located in the Preble Creek Watershed with water quality provided by pond 969.

## Sustainability

This proposal includes a number of sustainable elements. Namely, the proposal includes low water landscaping and new low water use street trees. The applicant is also proposing to include two (2) EV Direct Current Fast Charging (DCFC) stations, four (4) EV ready spaces. The applicant also shared information about QuikTrip's Vapor Recovery System during the February 20th Concept Review meeting.

## Subdivision Improvement Agreement

The subject proposal includes a two-party subdivision improvement agreement (SIA) between the developer and the City and County of Broomfield (City). This agreement includes an itemized list of public improvements and associated cost estimates (Exhibit C) for the development. This agreement is subject to approval by the City Manager's Office following council's action on the development proposal. The special provisions of the agreement are summarized below. :

### 15.0 Special Provisions.

#### 15.1. Completion of Public and Private Improvements.

15.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all public improvements listed in Exhibit C and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.

15.1.2. Private Improvements. Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable, the Developer shall complete all private improvements listed in Exhibit C and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping, unless other arrangements acceptable to the City have been made for the completion of the private improvements.

15.2. Oil and Gas Notifications. The City and County of Broomfield passed Ordinance No. 2178 in April 2022 regarding setbacks from oil and gas facilities and associated notification requirements. The regulations require property owners to provide a notice to potential lessees or purchasers of a property regarding the proximity of oil and gas facilities.

15.2.1. Written Notice Requirements. The Property is within 2000 feet of an existing, permitted or proposed oil and gas location or a plugged or abandoned well. As a result, written notice to potential lessees or purchasers regarding the proximity of oil and gas facilities is required and must meet the following requirements:

15.2.1.1. The text in the notice must be 14 point font or larger;

15.2.1.2. The notice must be provided from property owner to potential buyer no less than 30 days before closing, unless a lesser timeframe is consented to by the seller and potential purchaser provided that the notice occurs before the signing of any purchase or sale agreement for the home.

15.2.1.3. The notice must also be provided to any potential lessee prior to the signing of any lease agreement.

15.2.1.4. The notice must, at a minimum, state, "As required by section 16-28-190 of the Broomfield Municipal Code, notice is hereby given that Palisade Parking Filing No 1 Replat E, Lot 1 and Lot 2 are within 2000 feet of a producing, permitted or proposed oil or gas location or a plugged and abandoned well. For more information contact the City and County of Broomfield or the Colorado Energy

& Carbon Management Commission (formerly known as the Colorado Oil and Gas Conservation Commission).” An example form of notice is attached hereto as **Exhibit E**.

15.2.1.5. It is unlawful to fail to provide the above required notice per Broomfield Municipal Code.

15.3. Public Access Easement - (Lot 2). The Owner shall dedicate a public access easement across Lot 2 of Palisade Parking Filing No 1 Replat E which connects to West 168th Place as depicted on the Palisade Park Filing No. 1 Replat E, Lot 1 Site Development Plan/Urban Renewal Site Plan prior to the issuance of engineering construction permits. Said easement shall be paved as indicated on the engineering construction documents for Lot 1 (QuikTrip) and the pavement shall be completed simultaneously and in conjunction with the development of the Property, i.e. Lot 1. The access shall remain open at all times after completion of work on the Property (i.e. Lot 1) and issuance of a certificate of occupancy, and shall provide secondary access to the Property following and during any construction or grading work on Lot 2.

Said easement may be vacated by the Owner only following the dedication of a suitable replacement public access easement, subject to approval by the City and County of Broomfield.

15.4. Public Access Easement (Between Lots 1 and 2). The Owner is dedicating a 30-foot shared public access easement between Lots 1 and 2 of Palisade Park Filing No. 1 Replat E on the Final Plat.

## Neighborhood Outreach and Communication

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

- Mail notices were sent to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- Sign(s) were posted on the property a minimum of ten days in advance of the meeting to advertise the public hearing.
- Publication in the newspaper (Broomfield Enterprise) more than five days before the hearing.

A neighborhood meeting for the proposed development was held on January 24, 2024. No members of the public attended the meeting.

Staff created a [project website for this development proposal](#) on the BroomfieldVoice platform. Staff provided general information and shared submittal documents on this page.

## Land Use Review Commission

On October 14th, 2024 the Land Use Review Commission held a public hearing concerning the proposal. The commission voted unanimously to recommend approval of the subject proposal with no conditions.



## Applicable Municipal Code Provisions

A public hearing is required. At the conclusion of the public hearing, the City Council reviews the application based on the criteria contained in the Broomfield Municipal Code:

### PUD/Zoning

The QuikTrip is proposed on Lot 1 of the Palisade Park Filing No. 1 Replat E Final Plat. The property is zoned PUD and is subject to the Palisade Park PUD Plan which was previously approved by City Council and is not being amended or changed at this time. The PUD plan permits gas stations and convenience stores subject to SDP/URSP approval. Review of the site development plan/urban renewal site plan is to determine conformance with the approved PUD Plan.

### Final Plat

#### 16-20-090 Review standards

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed final plat meets the standards set forth in section 16-16-110, B.M.C., and is generally consistent with an approved preliminary plat, if there is one. No final plat will be approved until such maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials as may be required herein have been submitted and reviewed, and found to meet the planning, engineering, and surveying requirements of the city; provided, however, that the city engineer may waive any final plat requirement for good cause shown.

#### 16-16-110 Review standards.

The recommendation of the land use review commission and the decision of the city council shall be based on whether the applicant has demonstrated that the proposed preliminary plat meets the following standards:

- (A) The project should not create, or should mitigate to the extent possible, negative impacts on the surrounding property.
- (B) The project should provide desirable settings for buildings, make use of natural contours, protect the view, and afford privacy and protection from noise and traffic for residents and the public.
- (C) The project should preserve natural features of the site to the extent possible.
- (D) The proposed traffic flow and street locations should be consistent with the city's master plan, should be in accordance with good engineering practice, and should provide for safe and convenient movement.
- (E) The lots and tracts should be laid out to allow efficient use of the property to be platted.
- (F) The proposed public facilities and services should be adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- (G) The proposal should comply with the design standards of chapter 16-28, the improvement requirements of chapter 16-32, and the standards and specifications of chapter 14-04.
- (H) The proposal should be consistent with the need to minimize flood damage.
- (I) The proposal should have public utilities and facilities, such as sewer, gas, electrical, and water systems, located and designed to minimize flood damage.
- (J) The proposal should have adequate drainage provided to reduce exposure to flood damage.

### Site Development Plans and Site Development Plan Amendments

#### 17-38-220 - Review standards.

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

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

## Urban Renewal Site Plans

### **2-41-060 - Review of urban renewal site plans.**

The commission shall hold a public hearing on urban renewal site plans and make recommendations to the Broomfield Urban Renewal Authority as to the conformity of the urban renewal site plans to applicable urban renewal plans and urban renewal design standards. To the extent the Broomfield Urban Renewal Authority has delegated its approval authority to the commission, the commission may, subject to a call-up by the city council consistent with [section 17-38-190](#), B.M.C., approve, approve with conditions, or deny an urban renewal site plan based on the conformity of the urban renewal site plan to applicable urban renewal plans and urban renewal design standards.

## Urban Renewal Plan for the North Park West Urban Renewal Project

### **Plan Review Process**

The purposes of the Plan are to eliminate and prevent blight in the Urban Renewal Area and to achieve development of the highest quality in the Urban Renewal Area.

### **Site Development Plan.**

- a. Each plan or proposal shall be accompanied by a site development plan. The site development plan shall be submitted to the Authority in a form required by Sections 17-38-150 and 17-38-160 of the Broomfield Municipal Code as such provisions may be amended from time to time.

### **Review Standards**

The decision of the Authority shall be based on whether a proposed site development plan meets the following standards.

- (1) This proposal should be consistent with the purposes and standards of the Urban Renewal Plan and the I-25 Sub-Area Plan.
- (2) The proposal should identify and specify factors that mitigate any potential negative impacts on nearby properties.



- (3) The proposal should identify and specify factors that maximize potential positive impacts on nearby properties.
- (4) The proposal should include adequate facilities for pedestrians, bicyclists and motorists.
- (5) The proposal should optimize conservation of energy, water, and other resources on a site-specific basis.
- (6) The land uses within the proposal should be compatible with one another.
- (7) The proposal should include any common areas serving the site, and contain adequate provisions for ownership and maintenance of such areas.
- (8) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (9) The proposal is consistent with the I-25 Sub-Area Design Guidelines and Standards.

# **RESOLUTION NO. 2024-143**

A Resolution Approving Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip) Final Plat and Site Development Plan

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

## **Recitals**

Whereas, the applicant, QuikTrip Corporation, submitted an application for a Final Plat and Site Development Plan/Urban Renewal Site Plan for a gas station and convenience store;

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the Land Use Review Commission by formal resolution recommended approval by a vote of 7 to 0 on October 14, 2024;

Whereas, pursuant to B.M.C. 17-38-195(B), City Council elected to call-up the commission's decision for review before the City Council;

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on December 3, 2024; and

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

## **Section 1. Findings**

Giving consideration to the Broomfield Municipal Code, findings of the Land Use Review Commission, comments of public officials and agencies, and testimony and written comments from all interested parties, City Council makes the following findings:

- A. That proper posting and public notice was provided as required by law for the hearing before City Council and the case file is hereby incorporated into the record.
- B. That the hearing before City Council was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.

SDP Findings:

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal mitigates potential negative impacts on nearby properties.
- E. The proposal maximizes potential positive impacts on nearby properties.

- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- G. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.
- H. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale.
- I. The proposal only addresses the development on one parcel and is compatible with the mixed-use commercial area.
- J. The proposal provides for open area at a rate of not less than 25% in other areas as provided in section 17-38-240 of the Broomfield Municipal Code.
- K. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- L. There are no proposed deviations from the Broomfield Municipal Code.
- M. The proposal is consistent with the approved PUD plan.

Final Plat Findings:

- N. The proposed final plat does not create, and mitigates to the extent possible, negative impacts on the surrounding property.
- O. The proposed final plat provides desirable settings for buildings, makes use of natural contours, protects the view, and affords privacy and protection from noise and traffic for residents and the public.
- P. The proposed final plat preserves natural features of the site to the extent possible.
- Q. The proposed final plat contains traffic flow and street locations consistent with the city's master plan, which are in accordance with good engineering practice, and provide for safe and convenient movement.
- R. The proposed final plat lot and tract are laid out to allow efficient use of the property to be platted.
- S. The proposed final plat public facilities and services are adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- T. The proposed final plat complies with the design standards of chapter 16-28, B.M.C., the improvement requirements of chapter 16-32, B.M.C., and the standards and specifications of chapter 14-04, B.M.C.

- U. The proposed final plat is consistent with the need to minimize flood damage.
- V. The proposed final plat has public utilities and facilities, such as sewer, gas, electrical, and water systems, which are located and designed to minimize flood damage.
- W. The proposed final plat has adequate drainage provided to reduce exposure to flood damage.

## Section 2. Action

On the basis of the above and pursuant to Chapters 16-20 and 17-38 of the Broomfield Municipal Code, the Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip) Final Plat and Site Development Plan are hereby approved.

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

Approved on December 3, 2024.

The City And County Of Broomfield,  
Colorado

---

Mayor

Attest:

---

Office of the City and County Clerk

Approved As To Form:

KKH

---

City and County Attorney

# **RESOLUTION NO. 2024-168-UR**

A Resolution Approving Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip)  
Urban Renewal Site Plan

## **Recitals**

Whereas, the applicant, QuikTrip Corporation, submitted an application for a Final Plat and Site Development Plan/Urban Renewal Site Plan for a gas station and convenience store;

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the Land Use Review Commission by formal resolution recommended approval by a vote of 7 to 0 on October 14, 2024;

Whereas, pursuant to B.M.C. 17-38-195(B), City Council elected to call-up the commission's decision for review before the City Council and the Broomfield Urban Renewal Authority;

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the Broomfield Urban Renewal Authority on December 3, 2024; and

Now, therefore, be it resolved by the by the Broomfield Urban Renewal Authority:

## **Section 1. Findings**

Giving consideration to the study of the North Park West Urban Renewal Plan, recommendations of the Land Use Review Commission, comments of public officials and agencies, and testimony and written comments of all interested parties, the Authority makes the following findings:

- A. That proper posting and public notice was provided as required by law for the hearing before the Broomfield Urban Renewal Authority and the case file is hereby incorporated into the record.
- B. That the hearing before the Broomfield Urban Renewal Authority was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.
- C. The proposal is consistent with the North Park West Urban Renewal Plan and the I-25 Sub-Area Plan and its Design Guidelines and Standards.
- D. The proposal mitigates potential negative impacts on nearby properties by locating the more intense use along major roadways.

- E. The proposal maximizes potential positive impacts on nearby properties by bringing additional commerce to the area.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- G. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale.
- H. The proposal only addresses the development on one parcel and is compatible with the mixed-use commercial area.
- I. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- J. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.

## Section 2. Action

On the basis of the above findings, the Broomfield Urban Renewal Authority hereby approves the Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip) Urban Renewal Site Plan.

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

Approved on December 3, 2024.

Broomfield Urban Renewal Authority

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

Approved As To Form:

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



### C. Public Hearing - Ordinance for Wadsworth Station Reimbursement Assessment District - Second Reading

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Action Items Item: 7C.
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

The Wadsworth Station developer, Mountain View (Wadsworth Phase ONE), LLC. (Developer) was required to construct 6,188 linear feet of water main line in Wadsworth Boulevard and W. 116th Avenue to provide potable water and adequate fire flow for their development. Prior to plan approval and construction of the water line, the Developer contacted Broomfield regarding options to be reimbursed for the water line improvements by the adjacent benefiting properties. Broomfield directed the Developer to [Section 14-06](#) of the Broomfield Municipal Code (B.M.C.) related to Reimbursement Assessment Districts. Following construction acceptance of the water line improvements, the Developer filed an application dated February 27, 2024 for a reimbursement assessment district (District) pursuant to subsection 14-06-070(A)(2), B.M.C., seeking reimbursement for water lines that the Developer constructed along Wadsworth Boulevard and W. 116th Avenue. There are thirteen (13) parcels owned by nine (9) entities that benefit from the construction of the water line improvements and are included in the proposed District. Two of the parcels are owned by the Developer, Mountain View (Wadsworth Phase ONE), LLC. Ordinance No. 2250 establishes the Wadsworth Station Reimbursement Assessment District and assesses the amounts.

### Attachments

[Memo Wadsworth Station Reimbursement Assessment District- 2nd Reading.pdf](#)

[Ordinance 2250 Wadsworth Station RAD.pdf](#)

[Wadsworth Station Reimbursement Assessment District Application - Approved.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

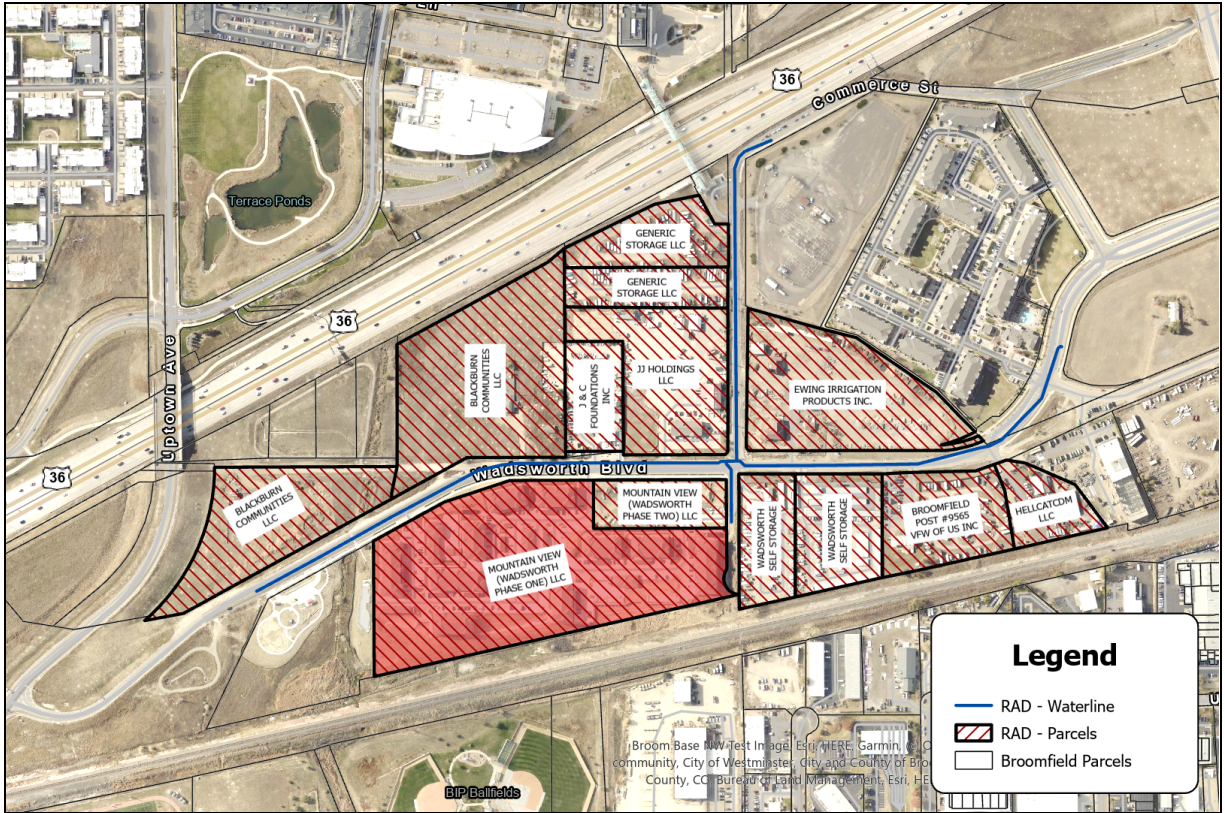
The Wadsworth Station developer, Mountain View (Wadsworth Phase ONE), LLC. (Developer) was required to construct 6,188 linear feet of water main line in Wadsworth Boulevard and W. 116th Avenue to provide potable water and adequate fire flow for their development. By doing so, the Developer brought potable water and fire protection (regularly spaced fire hydrants) to an area that has had only groundwater wells. Prior to plan approval and construction of the water line, the Developer contacted Broomfield regarding options to be reimbursed for the water line improvements by the adjacent benefiting properties. Broomfield directed the Developer to [Section 14-06](#) of the Broomfield Municipal Code (B.M.C.) related to Reimbursement Assessment Districts.

When the Wadsworth Station development proceeded through the development review process, which included public hearings, the intent to establish a Reimbursement Assessment District was noted as a special provision of the subdivision improvement agreement.

Before the Developer started construction, Broomfield sent a letter on February 19, 2021, notifying the benefitting property owners of the proposed water line construction and proposed reimbursement assessment district. The letter included information about the reimbursement assessment district process and method for calculating the cost share for each lot.

Following construction acceptance of the water line improvements, the Developer filed an [application](#) dated February 27, 2024 for a reimbursement assessment district (District) pursuant to subsection 14-06-070(A)(2), B.M.C., seeking reimbursement for water lines that the Developer constructed along Wadsworth Boulevard and W. 116th Avenue. There are thirteen (13) parcels owned by nine (9) entities that benefit from the construction of the water line improvements and are included in the proposed District. Two of the parcels are owned by the Developer, Mountain View (Wadsworth Phase ONE), LLC. A map ([Wadsworth Station RAD Map](#)) showing the location of the waterline improvements and the District properties is provided below (Wadsworth Station in shaded red):





The reimbursement amounts are shown in the table below. The method of assessment is by lot frontage because the Broomfield Standards and Specifications Section 419.02 requires that a property owner/developer extend water line improvements across the entire frontage of a lot.

Owner	Address	Parcel	Frontage Length	Cost Share
Blackburn Communities, LLC	11465 Wadsworth Blvd	171702443002	543	\$134,455
Mountain View (Wadsworth Phase ONE), LLC	11516 Wadsworth Blvd	171702424002	806	\$199,578
Mountain View (Wadsworth Phase Two), LLC	11570 Wadsworth Blvd	171702424001	596	\$147,578
Blackburn Communities, LLC	11465 Wadsworth Blvd	171702343001	629	\$155,750
J&C Foundations, Inc.	11515 Wadsworth Blvd	171702340001	200	\$49,523
JJ Holdings, Inc.	11575 Wadsworth Blvd	171702300001	823	\$203,787
Generic Storage, LLC	7600 W. 116th Ave	171702300023	145	\$35,904
Generic Storage, LLC	7780 W. 116th Ave	171702330001	151	\$37,390
Ewing Irrigation Products, Inc.	11605 Wadsworth Blvd	171702210001	1265	\$313,233

Owner	Address	Parcel	Frontage Length	Cost Share
Wadsworth Self Storage	11600 Wadsworth Blvd	171702100015	366	\$90,627
Wadsworth Self Storage	11650 Wadsworth Blvd	171702100014	288	\$71,313
Broomfield Post #9565 VFW of US, Inc.	11700 Wadsworth Blvd	171702100013	376	\$93,103
HellcatCDM, LLC	11730 Wadsworth Blvd	171702100011	44	\$10,894
		<b>Total</b>	<b>6,232</b>	<b>\$1,543,135</b>

In accordance with subsection 14-06- 070(C), B.M.C., the City provided notice to the owners of the property subject to the application by certified mail. JJ Holdings, Inc. (Janelle Roberts), one of the owners of the benefited properties located at 11575 Wadsworth Boulevard, objected to the terms of the District and [requested an administrative hearing](#). No other owners objected.

Geoff Wilson with Wilson, Williams, Fellman, Dittman, P.C. served as the Hearing Officer. An administrative hearing was held on July 9, 2024, pursuant to Section 14-06-070(D). The hearing officer's [recommendation](#) to the Broomfield City Council is that the Wadsworth Station Reimbursement Assessment District be adopted as proposed, including the proposed assessment on the Complainant's property, 11575 Wadsworth Boulevard.

Ordinance No. 2250 establishes the Wadsworth Station Reimbursement Assessment District and assesses the amounts shown above. Upon adoption of the ordinance, a notice of lien will be filed with the county clerk. The city will then proceed to invoice the owners of the assessed property, who may defer payment until such time as their property is platted, a building permit is issued, or the property is connected to the improvement, whichever comes first.

Pursuant to Code, this reimbursement assessment district shall terminate twenty years from the effective date of the ordinance establishing it. Any property that is platted or connected to the improvement thereafter is not subject to reimbursement assessment.

In the event that the owners elect to defer payment, the city will assign its rights of collection to the applicant entitled to reimbursement, unless the City Council determines that it would be more appropriate for the city to collect the assessment. If the City Council directs the city to collect the assessment pursuant to subsection 14-06-080(C), B.M.C., a separate agreement will be required between the city and the developer that outlines the terms concerning the collection and payment of the assessment. Per city code, included in the agreement will be the provision requiring that if an assessment becomes due and remains uncollected, the city will assign its right to collect any unpaid assessment to the developer entitled to reimbursement.

If the owner elects to defer payment of the assessment, the payment includes interest at the rate provided by Section 5-12-102(2), C.R.S. (8% per annum compounded annually) from the effective date of the ordinance.

The approval of the ordinance is a quasi-judicial function, and the decision is subject to judicial review under Rule 106(A)(4) of the Colorado Rules of Civil Procedure. Applications that comply with the requirements of Chapter 14-06 should be approved unless there is a specific deficiency in the application.

On [November 12, 2024](#), staff presented proposed Ordinance 2250 for first reading, and council approved the Wadsworth Station Reimbursement Assessment District on first reading and scheduled a public hearing and second reading.

Proposed Ordinance No. 2250 if adopted on second reading would approve the Wadsworth Station Reimbursement Assessment District.

## Financial Considerations

There are no financial considerations for the establishment of the reimbursement assessment district.

## Prior Council or Other Entity Actions

On [November 12, 2024](#), staff presented proposed Ordinance 2250 for first reading, and council approved the Wadsworth Station Reimbursement Assessment District on first reading and scheduled a public hearing and second reading.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

Based on the above, it is recommended that, if Council wishes to approve the ordinance it is recommended:

- That Ordinance No. 2250 be adopted on second and final reading and ordered published by title.

## Alternatives

Council could choose not to approve Ordinance No. 2250, rejecting the establishment of the RAD. This is not advised unless Council can point to a specific requirement for establishing the RAD that wasn't met by the applicant. Without sufficient support, the rejection of the RAD will potentially be found to be an arbitrary and capricious decision under Rule 106(A)(4). Additionally, rejection of the RAD is not advised because it was envisioned to be created when the Wadsworth Station development was initially approved by the City Council and is a requirement in the subdivision improvement agreement.

# ORDINANCE NO. 2250

An ordinance establishing the Wadsworth Station Reimbursement Assessment District and Assessing the Benefitted Property Therein

## Recitals.

Whereas, Mountain View (Wadsworth Phase ONE), LLC. (Developer) filed an application dated February 27, 2024, for a reimbursement assessment district pursuant to subsection 14-06-070(A)(2), B.M.C., seeking reimbursement for certain public improvements (water lines) the Developer constructed along Wadsworth Boulevard and 116th Avenue; and

Whereas, pursuant to subsection 14-06-030, B.M.C., a developer who constructs and dedicates to Broomfield a street, sidewalk, water main, sewer main, bicycle trail, bridge, storm drainage facility, or other public improvement may apply to the city for the establishment of a reimbursement assessment district in order to be reimbursed for a portion of the cost of such public improvement from the owners of other property that is specially benefited by the improvements; and

Whereas, any property is eligible for inclusion in a reimbursement assessment district if it has been specially benefited by a street, sidewalk, bicycle trail, storm drainage facility, bridge, water main, sewer main, or other improvement constructed by a developer and dedicated to Broomfield; and

Whereas, Broomfield gave notice of such application by certified mail to the owners of each property within the proposed assessment district; and

Whereas, JJ Holdings, Inc., owner of the benefited property located at 11575 Wadsworth Boulevard, requested an administrative hearing on the establishment of a reimbursement assessment district on May 31, 2024; and

Whereas, on July 9, 2024, an administrative hearing was held on behalf of Broomfield by a hearing officer, at the Broomfield City and County Building pursuant to Section 14-06-070(D), B.M.C.; and

Whereas, JJ Holdings Inc, through its representative, was allowed to participate in the administrative hearing and to argue before the hearing officer why the property located at 11575 Wadsworth Boulevard is not specially benefited by the public improvements constructed by the Developer and that it should not be included in the proposed reimbursement assessment district; and

Whereas, pursuant to subsection 14-06-070(E), B.M.C., the hearing officer submitted to Broomfield on July 18, 2024, his Advisory Opinion on Objection to Wadsworth Station Reimbursement Assessment District summarizing the objection from JJ Holdings Inc. and making recommendations to the city council; and

Whereas, the hearing officer's recommendation to the Broomfield City Council is that the Wadsworth Station Reimbursement Assessment District be adopted as proposed, including the proposed assessment on the property owned by JJ Holdings, Inc. A copy of the recommendation has been provided to the Mayor and each member of the city council.

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

## **Section 1.**

Pursuant to the provisions of section 14-06-070, B.M.C., the Wadsworth Station Reimbursement Assessment District is hereby established.

## **Section 2.**

The owners of the property assessed in the District are:

<b>Owner</b>	<b>Address</b>	<b>Parcel</b>
Blackburn Communities, LLC	11465 Wadsworth Blvd	171702443002
Mountain View (Wadsworth Phase ONE), LLC	11516 Wadsworth Blvd	171702424002
Mountain View (Wadsworth Phase Two), LLC	11570 Wadsworth Blvd	171702424001
Blackburn Communities, LLC	11465 Wadsworth Blvd	171702343001
J&C Foundations, Inc.	11515 Wadsworth Blvd	171702340001
JJ Holdings, Inc.	11575 Wadsworth Blvd	171702300001
Generic Storage, LLC	7600 W. 116th Ave	171702300023
Generic Storage, LLC	7780 W. 116th Ave	171702330001
Ewing Irrigation Products, Inc.	11605 Wadsworth Blvd	171702210001
Wadsworth Self Storage	11600 Wadsworth Blvd	171702100015
Wadsworth Self Storage	11650 Wadsworth Blvd	171702100014
Broomfield Post #9565 VFW of US, Inc.	11700 Wadsworth Blvd	171702100013
HellcatCDM, LLC	11730 Wadsworth Blvd	171702100011



### Section 3.

For the purpose of reimbursing the Developer for the construction of waterline improvements in Wadsworth Boulevard and 116th Avenue, there is hereby levied and assessed against the real property described in section 2 above, all of which is within the boundaries of the District, the following amounts:

Owner	Address	Frontage Length	Cost Share
Blackburn Communities, LLC	11465 Wadsworth Blvd	543	\$134,455
Mountain View (Wadsworth Phase ONE), LLC	11516 Wadsworth Blvd	806	\$199,578
Mountain View (Wadsworth Phase Two), LLC	11570 Wadsworth Blvd	596	\$147,578
Blackburn Communities, LLC	11465 Wadsworth Blvd	629	\$155,750
J&C Foundations, Inc.	11515 Wadsworth Blvd	200	\$49,523
JJ Holdings, Inc.	11575 Wadsworth Blvd	823	\$203,787
Generic Storage, LLC	7600 W. 116th Ave	145	\$35,904
Generic Storage, LLC	7780 W. 116th Ave	151	\$37,390
Ewing Irrigation Products, Inc.	11605 Wadsworth Blvd	1265	\$313,233
Wadsworth Self Storage	11600 Wadsworth Blvd	366	\$90,627
Wadsworth Self Storage	11650 Wadsworth Blvd	288	\$71,313
Broomfield Post #9565 VFW of US, Inc.	11700 Wadsworth Blvd	376	\$93,103
HellcatCDM, LLC	11730 Wadsworth Blvd	44	\$10,894
	Total	6,232	\$1,543,135

The method of assessment is by lot frontage. The lots listed above are within the District and are specially benefited by the improvements constructed by the Developer.

#### **Section 4.**

The decision of the City Council establishing the District, in levying the assessments, and in adopting this ordinance constitutes a final determination of the regularity, validity, and correctness of the proceedings, of the establishment of the district, of the assessments and of the amount levied on the District; and such determination of the city council shall be conclusive upon the owners of the property assessed.

#### **Section 5.**

The payment of the assessed amounts, including interest thereon, shall be secured by an assessment lien upon the property within the District.

#### **Section 6.**

The Wadsworth Reimbursement Assessment District shall terminate twenty years from the effective date of this ordinance.

#### **Section 7.**

The officers and employees of the City and County of Broomfield are hereby authorized and directed to take all action necessary or appropriate to implement the provisions of this ordinance.

#### **Section 8.**

If any section, paragraph, clause, or provision of this ordinance is declared invalid or unenforceable, the invalidity of such section, paragraph, clause, or provision shall not affect the remaining provisions of this ordinance. This ordinance is effective seven days after publication following final passage.

Introduced and approved after first reading on November 12, 2024, and ordered published in full.

Introduced a second time and approved on December 3, 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*

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City and County Attorney



Wadsworth Station  
Reimbursement Assessment District

Mountain View (Wadsworth Phase ONE), LLC

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# REIMBURSEMENT ASSESSMENT DISTRICT APPLICATION

Community Development Department • Engineering

Date: 2/27/24

Fee: \$150

Project Name: Wadsworth Station

Project Address or Parcel IDs: 11516 Wadsworth Blvd, Broomfield, CO

**Applicant / Developer:**

Company: Mountain View (Wadsworth Phase ONE), LLC  
Contact: Jeff Sanders  
Address: 8900 Mountain View Ln  
Boulder, CO 80303  
Phone: (303) 862-8973  
E-Mail: jksanders@mountainviewcapital.org  
jeffsteinde@gmail.com

**Property Owner:** (per current title policy)

Company: Same as applicant  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Project Information:** (do not leave any blanks - use n/a)

Describe generally the nature of the improvements installed or to be installed: (attach additional sheet if necessary)  
Installation of the public waterline along Wadsworth Blvd and 116th Ave

Location of Improvements: (attach additional sheet if necessary) See attached Vicinity Map

Date of Installation or Proposed Installation Date of Improvements: August 2021 start date and  
June 2023 completion date

Total Cost of Improvements (attach copies of all supporting documentation, including three (3) construction bids): \$ 1,543,135

List items for which reimbursement is sought but for which no supporting documentation is submitted: N/A

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Identify any portion of the total cost for which the applicant does not seek reimbursement and the reason therefore: *(attach additional sheet if necessary)* Pursuant to the municipal code, any costs that are for improvements where it only benefits the applicant's parcel can not be included in the total cost to be reimbursed. There is \$30,915 worth of construction costs enabling Parcel B to connect to the water main which needs to be backed out of the Bryan Construction, Inc. contract amount lowering the basis to \$1,338,644.

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Total Amount of Reimbursement: \$ \$ 1,543,135

Legal Description of proposed assessment district : *(attach additional sheet if necessary)* See Title Reports

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Attach a list of individual properties contained within the proposed district (by legal description and street address), the owners of each, their mailing addresses, if different from the above, and a statement describing the special benefit accruing to each such property by virtue of the improvement.

The benefit of this improvement allows each parcel to tap into the public water utility.

Specify the proposed manner of apportioning the cost among the properties and specific amount proposed to be assess against each : *(attach additional sheet if necessary)* \_\_\_\_\_

The cost sharing for each parcel is the pro-rata share of waterline frontage.

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Click this [link](#) for more information pertaining to the Reimbursement Assessment Districts.

Owner: Mountain View (Wadsworth Phase ONE), LLC

Date: \_\_\_\_\_

Signature:   
Jeffrey K. Sanders, Manager

## Team Profile

**Applicant:** Mountain View (Wadsworth Phase One), LLC is the owner of Wadsworth Station and Palisade Park apartment projects in Broomfield, CO.

**Project Management:** Stein Development, Inc. has participated in the development and construction for over 4,000 units.

**General Contractor:** The Denver Business Journal ranks Bryan Construction the 17<sup>th</sup> largest general contractor based on revenue (\$340M in 2023) in Colorado.

**Excavating/Utility Subcontractor:** E-Z Excavating has been working in Broomfield for over 30 years.

All four entities have worked together on our first apartment project in Broomfield (built in 2017) as well as participating in the development and construction for Wadsworth Station (11615 Wadsworth Blvd.).

The selection process for the general contractor and excavator was straight forward. Each had the lowest responsible bid and fee structure coupled with having worked together previously on the 216 unit Palisade Park apartment complex and currently on the 276 unit Wadsworth Station project which is finishing up later this spring.

Constructing the water line and the apartment complex concurrently allowed for some measurable savings benefiting the bottom line of the waterline budget. The cost savings includes no insurance premiums as we were able to place the water line scope under the general liability and builder's risk umbrella policies of the apartment project. Water line personnel had the construction trailer, office equipment, etc. made available to them so there was no need to carry those costs nor pay any utilities during the term of construction. Another expense avoided was having to pay to truck off excess dirt spoils; instead we were able to transport to the adjacent apartment site at no charge.

## Project Management

In general terms, the project management scope is best described as overseeing, from start to finish, the entire process of constructing a 4,800 linear foot municipal water main with the consideration of completing the project on budget, on schedule and in full compliance of CCoB standards and specifications.

The project manager plays an instrumental role in all decision making at each step of the process. Throughout the 22 month timeline project management is interacting (including the contract administration) with the lender and their inspectors, the contractor, subcontractors, design engineers and consultants, QC inspection and testing consultants and CCoB (planning, engineering, public works, traffic departments).

## Non-Reimbursable Costs (\$30,915)

On Feb 26, 2024, at 7:55 AM, Kelly Huff <khuff@bryanconstruction.com> wrote:

Jeff,

I believe you already have a copy of this as well, but per EZ's original proposal dated 3/30/2021 I see the following:

- 3 each of 12"x12" Tee - **(3\*1,621) = \$4,863**
- 4 each of 12" Gate Valve - **(4\*3,852) = \$15,408**
- 1 each of 2" Irrigation Tap - **\$10,644**

**Kelly J. Huff**

Pre-Construction Manager | Northern Colorado

<image001.png>

**100% Employee-Owned**

O. 970-377-0937 D. 970-305-8437

[www.bryanconstruction.com](http://www.bryanconstruction.com)

Colorado Springs | Denver | Fort Collins | Frankfurt

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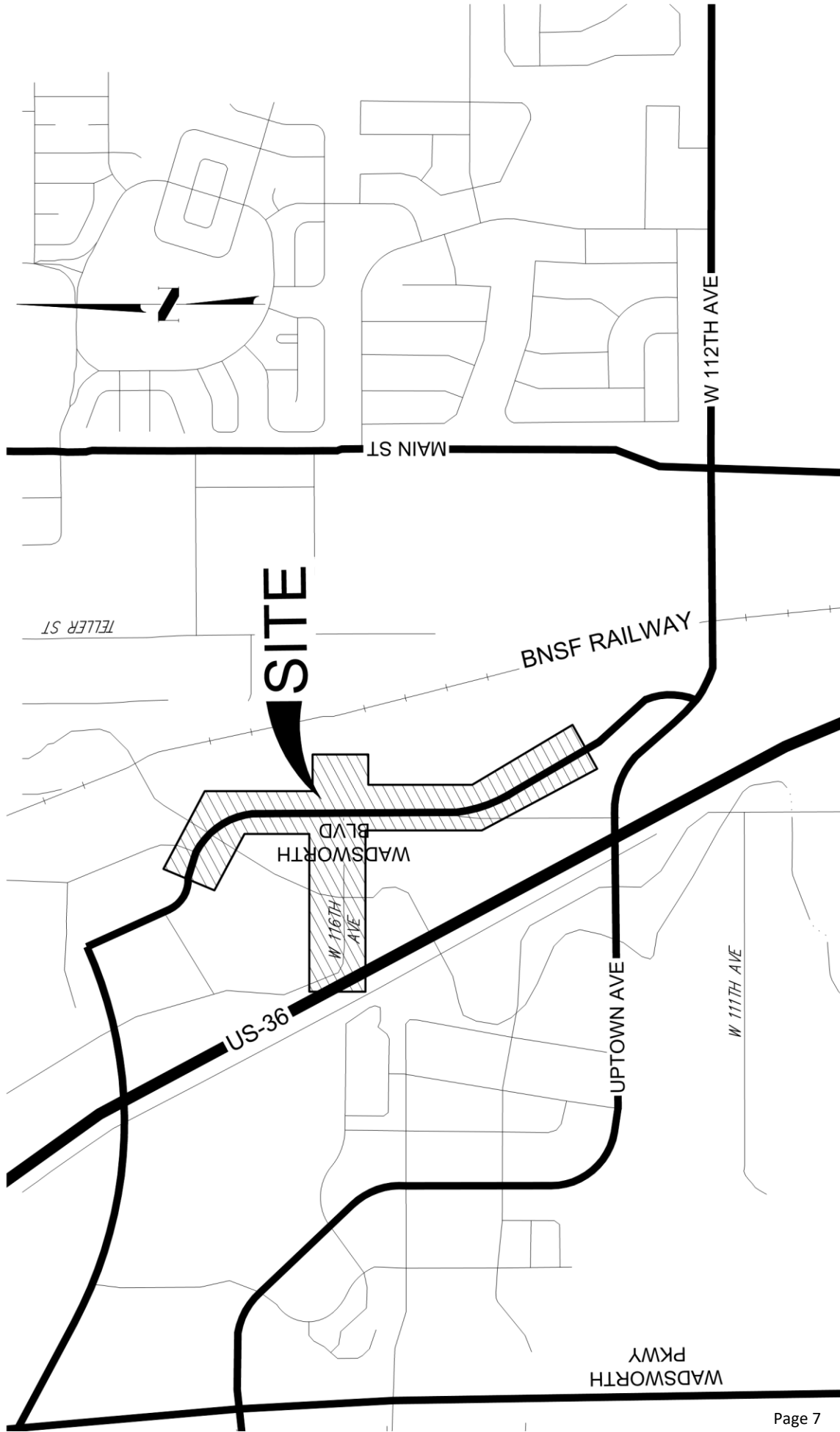
On Feb 20, 2024, at 8:52 AM, Ethan Rogers <erogers@hkseng.com> wrote:

Jeff,

Listed below are the parts and pieces of the off-site water main that CCoB is looking to make sure aren't included in the RAD; quantities below:

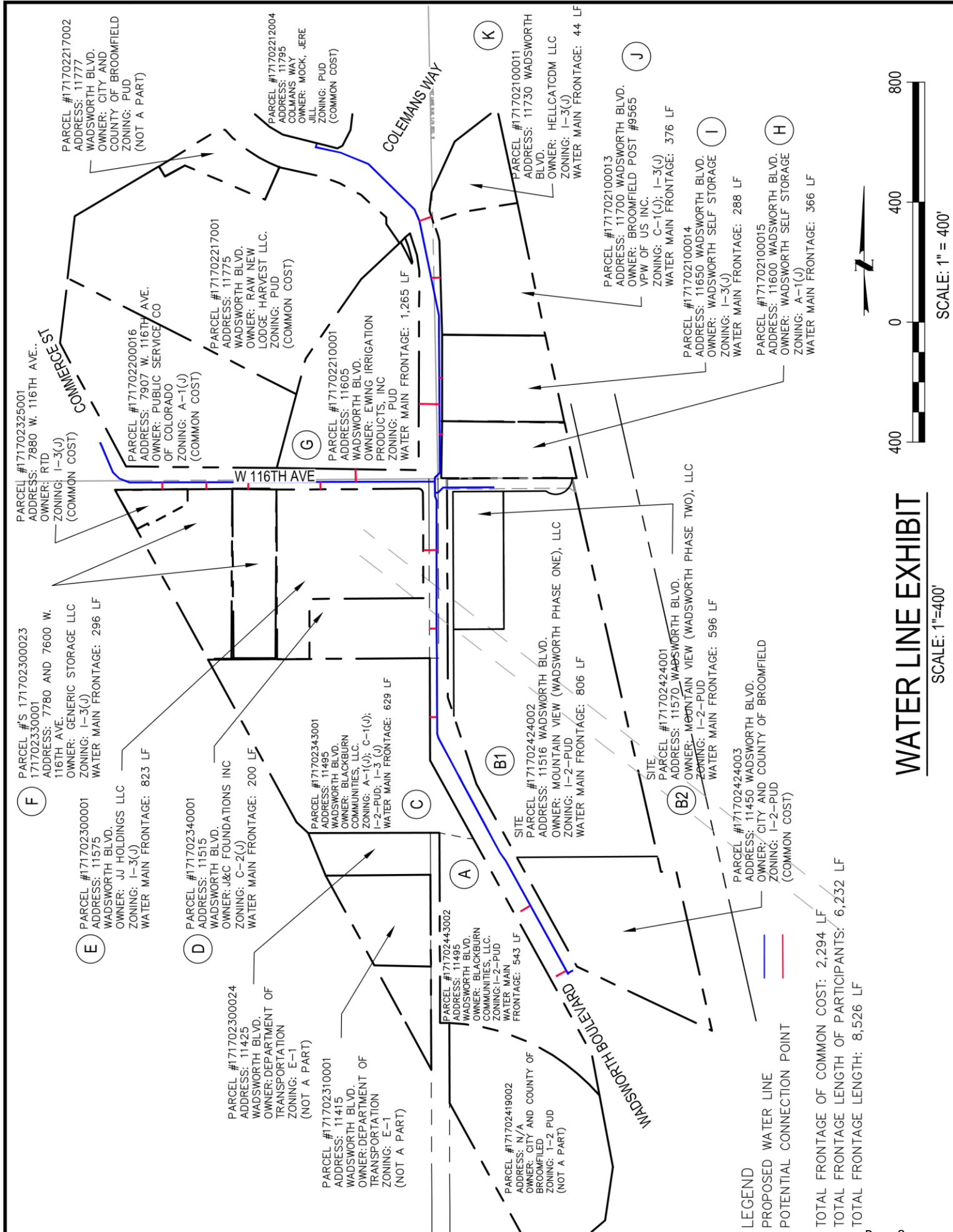
- Tees/Valves installed for Wadsworth Station Apts:
  - 3 – 12"x12" Tees
  - 4 – 12" Gate Valve
  - 1 – 2" Irrigation Tap

Thanks,  
Ethan



1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303.623.6300 F: 303.623.6311  
HarrisKocherSmith.com

VICINITY MAP  
SCALE: 1" = 1000'





# ATTACHMENT 2

## PUBLIC IMPROVEMENT CONSTRUCTION ACCEPTANCE

Subject to a two-year warranty the undersigned requests the City and County of Broomfield to accept for maintenance certain improvements associated with Wadsworth Station Filing No. 1 subdivision further described on the Schedule of Improvements attached hereto.


Record Drawings certified by a registered Professional Engineer have been submitted to and accepted by the City & County Engineer.

The undersigned does hereby affirm that all improvements for the above-referenced project are complete free of liens and have been fully paid for and Owner has fully paid all persons and/or entities having furnished labor and/or materials for the design and construction of the improvements.

I certify that said improvements have been paid for in full. The following contractors/subcontractors and material suppliers are the only ones who have furnished labor or materials on these improvements.

NAME	ADDRESS
E-Z EXCAVATING, INC.	8123 INDIAN PEAKS AVE FREDRICK, CO 80516
HAROLD KOCHER SMITH	1120 LINCOLN ST #1000 DENVER, CO 80203
BRYAN CONSTRUCTION, INC.	4700 INNOVATION DR #C FT COLLINS, CO 80527

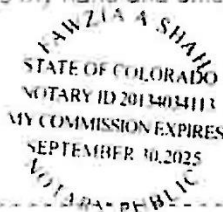
Under penalty of perjury, I swear or affirm that all of the information contained hereon is accurate to the best of my knowledge, information and belief and that I am authorized to make this application add all representation contained herein.


  
 Owner Signature \_\_\_\_\_ Date 6/13/2023  
Jeffrey K. Sanders  
 Name \_\_\_\_\_ Address 8900 Mountain View Lane  
Manager \_\_\_\_\_ Boulder, CO 80303  
 Title \_\_\_\_\_

STATE OF COLORADO  
COUNTY OF Boulder SS

The foregoing instrument was acknowledged before me this 13th day of June 2023  
by Jeffrey K. Sanders as Manager  
for Mountain View (Wadsworth Phase ONE) LLC

Witness my hand and official seal  
(SEAL)



  
 Notary Public

**CITY & COUNTY ENGINEER CERTIFICATION** I hereby certify that the improvements have passed final inspection. I recommend accepting the improvements for Broomfield maintenance.

BY Kate DATE 8/2/23  
City & County Engineer

### Cost Participation Table

Total District Cost	\$1,543,135
District Frontage Total (LF)	6,232

Parcel	Frontage (LF)	%	Participation
A - Blackburn Communities, LLC	543	8.71%	\$134,455
B - Mountain View (Wadsworth), LLC	1,402	22.48%	\$347,156
C – Blackburn Communities, LLC	629	10.09%	\$155,750
D - J&C Foundation Inc	200	3.21%	\$49,523
E - JJ Holdings LLC	823	13.21%	\$203,787
F - Generic Storage LLC	296	4.75%	\$73,294
G - Ewing Irrigation Products, Inc.	1,265	20.30%	\$313,233
H - Wadsworth Self Storage	366	5.89%	\$90,627
I - Wadsworth Self Storage	288	4.62%	\$71,313
J - Broomfield Post #9565 VPC of US Inc	376	6.03%	\$93,103
K - HellcatCDM, LLC	44	0.71%	\$10,894
<b>TOTAL</b>	<b>6,232</b>	<b>100.00%</b>	<b>\$1,543,135</b>

Utility		TAB 1	LOW BIDDER'S NAME		TOTAL COST	
Job Name: Wadsworth Station Offsite Water						
Spec Sections	Spec Description	Notes: inc = Included NIC = Not Included				
	Subcontractor Selection	BIDDER'S NAMES				
		EZ Ex	Brannan Comp.	Summers	Scott Contracting	Gilbert Contracting (withdraw)
	Base Bid					
	Mobilization	\$5,022	\$54,267	\$62,143		
	ROW Permit	NIC	NIC	inc		
	Traffic Control	\$31,680	inc	inc		
	Asphalt R&R	\$149,727	inc	inc		
	Minor Concrete R&R	NIC	NIC	inc		
	Utility Pot holing	by HKS Eng.	by HKS Eng.	by HKS Eng.		
	Ex. Utility Crossings	\$33,708	inc	inc		
	12" Water	\$494,804	\$1,052,117	\$982,434		
	12" Gate Valves	\$74,288	inc	\$67,494		
	12" Fittings	\$58,302	inc	\$27,898		
	Fire Hydrant Assemblies & Services	\$88,830	inc	\$110,630		
	2" Irr. Service	\$10,644	inc			
	Utility Drop Crossings	\$58,037	inc	\$54,831		
	Survey, Layout, As-builts	NIC	NIC	NIC		
	Flash Fill (perpendicular cuts only)	\$22,350	inc	inc		
	Material/Compaction Testing	(By Owner)	(By Owner)	(By Owner)		
	Erosion Control	NIC	NIC	NIC		
	Storm Removal		\$15,280			
	Enter "C" If The Bid Is Complete					
	Subtotal	\$1,027,392	\$1,121,664	\$1,305,430		
	Bond Rate		1.50%	2.00%		
	Bond Cost (All Subcontractors Over \$250,000)	\$20,548	\$16,825	\$26,109		
	GRAND TOTAL	\$1,047,940	\$1,138,489	\$1,331,539		

### Budget Summary

Item	Costs
Constructions Costs	\$1,338,644
Engineering	\$85,577
CCoB Permit Fees	\$21,684
RAD Application Fee	\$150
Material Testing Costs	\$13,841
Title Reports	\$239
Incidental Fees	\$83,000
<b>TOTAL</b>	<b>\$1,543,135</b>

September 12, 2023

Mountain View Wadsworth Phase ONE, LLC  
Jeff Sanders  
8900 Mountain View Lane  
Boulder, CO 80303

RE: Wadsworth Station Apartments – Offsite Waterline Final Cost

Dear Mr. Sanders:

As requested, below I have summarized the overall cost for the Wadsworth Apartment's Offsite Waterline installation.

• Original Contract Total Cost	\$	1,258,867
• CO #1 – Xcel Unforeseen Power Relocation	\$	84,906
• CO #2 – City Required Flash Fill Prior to Paving	\$	30,799
• CO #3 – Savings Return	\$	(5,013)
<hr/>		
• Total Cost of Work	\$	<b>1,369,559</b>

This included work associated with the installation of the waterline down 116<sup>th</sup> Street and Wadsworth including the installation of the flow fill required by the CCOB, re-paving of the excavation and traffic control.

If you have any questions, please feel free to contact me.

Thank you,

Brittany M. Broman, Project Manager

Offsite Public Water Improvements Update 11.12.20

Project name	Wadsworth Station Apts 116th & Wadsworth Broomfield CO
Job size	265496 GSF
Duration	10 Wk
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate add-ons Print item notes

Standard Estimate Report  
Wadsworth Station Apts

Item	Description	Takeoff Qty	Unit Cost	Labor	Amount	Unit Cost	Material	Amount	Unit Cost	Subcontract	Amount	Equipment	Amount	Other	Amount	Total
<b>A01000 GENERAL CONDITIONS</b>																
<b>A01015 Supervision</b>																
1005	Executive Manager	0.00	hour	0.00	0											
1010	Superintendent - Lead	433.00	hour	79,376 /hour	34,370								0		812	38,429
1020	Asst Super - Site / Wadsworth	0.00	hour	0.00	0								0			
1020	Asst Super - Foundation / Frame	0.00	hour	0.00	0								0			
1020	Asst Super - Exteriors	0.00	hour	0.00	0								0			
1020	Asst Super - Back End / Punch	0.00	hour	0.00	0								0			
1030	Project Manager	108.00	hour	78,001 /hour	8,424								810			9,234
1040	Assistant Project Manager	0.00	hour	0.00	0								0			
1050	Project Engineer	433.00	hour	54,504 /hour	23,600								3,248			26,848
1070	Project Coordinator	0.00	hour	0.00	0											
	<b>Supervision</b>				<b>66,394</b>								<b>7,305</b>		<b>812</b>	<b>74,511</b>
	974.00 Labor hours															
	974.00 Equipment hours															
<b>A01250 Proj. Maintenance Safety</b>																
1020	Corporate Safety Inspections	2.50	mnth	370,124 /mnth	925											925
1030	Safety Items	2.50	mnth	510.02 /mnth	1,275								400			1,675
1040	Progress Cleanup	2.50	mnth	701.28 /mnth	1,753										720	1,753
9100	Dump Fees	2.00	each	-	-										720	720
	<b>Proj. Maintenance Safety</b>				<b>3,954</b>								<b>400</b>		<b>720</b>	<b>5,074</b>
	528.325 Labor hours															
	433.325 Equipment hours															
<b>A01500 Construction Facilities</b>																
1010	Field Trailer	0.00	mnth	-	-								0			
1020	Trailer Setup	0.00	each	-	-											
1030	Trailer Move In/ Move Out	0.00	each	-	-											
1040	Computers / Internet Service	0.00	mnth	-	-								0			
1050	Scanner / Copier	0.00	mnth	-	-								0			
1060	Storage Containers	0.00	mnth	-	-								0			
1070	Drinking Water	0.00	mnth	-	-											
1080	Chemical Toilets	2.00	mnth	-	-										550	550
1100	First Aid	0.00	mnth	-	-								0			
1120	Office Supplies / Equipment	0.00	mnth	-	-								0			
	<b>Construction Facilities</b>														<b>550</b>	<b>550</b>
<b>A01510 Temporary Utilities</b>																
1010	Telephone	0.00	mnth	-	-											
1030	Mobile Phone/Radio	5.00	mnth	-	-								780			780
1040	Temporary Electricity	2.50	mnth	-	-											
1050	Temp Electrical Setup	0.00	each	-	-											
	<b>Temporary Utilities</b>															
	866.65 Equipment hours															
	<b>GENERAL CONDITIONS</b>				<b>70,348</b>			<b>0</b>		<b>1,375</b>			<b>8,485</b>		<b>2,082</b>	<b>82,290</b>
	1,502.325 Labor hours															
	2,273.975 Equipment hours															

Standard Estimate Report  
Wadsworth Station Apts

Item	Description	Takeoff Qty	Unit Cost	Labor	Amount	Unit Cost	Material	Amount	Unit Cost	Subcontract	Amount	Equipment	Amount	Other	Amount	Total
<b>A01700 SPECIAL REQUIREMENTS</b>																
<b>A01740 Project Documentation</b>																
1030	As-Built Drawings	0.00	Sets	-	-	-	-	-	-	-	-	-	-	-	0	-
1040	Plan Reproduction	0.00	sets	-	-	0.00	-	-	-	-	-	-	-	-	-	-
1110	Project Sign	0.00	each	-	0	-	-	-	-	0	-	-	-	-	-	-
7000	ProCore Fees \$1800 per Mill	1.00	mill	-	-	-	-	-	1,800.00 /mill	1,800	-	-	-	-	-	1,800
<b>A01760 Safety and Security</b>																
<b>Project Documentation</b>																
1025	Site Security Signage	0.00	Mnth	-	0	0.00	-	-	-	-	-	-	-	-	-	-
1025	Site Security Service	0.00	Mnth	-	0	0.00	-	-	-	-	-	-	-	-	-	-
1030	Temporary Fencing	1.00	LS	-	-	-	-	-	4,530.00 /LS	4,530	-	-	-	-	-	4,530
1040	Temp Access Road	0.00	sqft	-	-	-	-	-	0.00	0	-	-	-	-	-	-
<b>A01785 Project Close Out</b>																
1010	O&M Manuals	0.00	each	-	-	0.00	-	-	-	-	-	-	-	-	-	-
1021	Punchlist: Multifamily (per unit)	0.00	unit	-	0	-	-	-	-	-	-	-	-	-	-	-
1031	Warranty Period (Multi-Family)	0.00	unit	-	0	0.00	-	-	-	-	-	-	-	-	-	-
2000	Final Cleanup	0.00	soft	-	-	-	-	-	0.00	0	-	-	-	-	0	-
<b>A02000 SITEWORK</b>																
<b>SPECIAL REQUIREMENTS</b>																
<b>A02100 Site Survey &amp; Layout</b>																
1000	Surveying-Wadsworth Utility Improvements	1.00	LS	-	-	-	-	-	7,850.00 /LS	7,850	HKS	-	-	-	-	7,850
1010	As-Built	1.00	LS	-	-	-	-	-	0.01 /LS	0	HKS	-	-	-	-	0
1020	Progress staking	0.00	acre	-	-	-	-	-	0.00	0	-	-	-	-	-	-
9010	Verify/ Re-establish Layout	0.00	hour	-	0	-	-	-	-	-	-	-	-	-	-	-
<b>A02240 Dewatering</b>																
1010	Dewatering	0.00	mnth	-	-	-	-	-	0.00	0	-	-	-	-	-	-
<b>A02370 Erosion Control</b>																
1000	Erosion Control Subcontractor	1.00	LS	-	-	-	-	-	15,000.00 /LS	15,000	Allowance	-	-	-	-	15,000
1000	Erosion Control BCI	0.00	acre	-	-	-	-	-	0.00	0	-	-	-	-	-	-
1005	EC Maintenance & Street Cleaning	0.00	Mnth	-	0	-	-	-	-	-	-	-	-	-	-	-
1040	Stabilized Staging Area 200x200	0.00	SF	-	-	-	-	-	0.00	0	-	-	-	-	-	-
1070	Dust Control (water truck)	0.00	week	-	0	0.00	-	-	-	-	-	-	-	-	-	-
5000	Stormwater Management Program 6 man hours per month default.	0.00	mnth	-	0	0.00	-	-	-	-	-	-	-	-	-	-
5010	Stormwater Dues	0.00	mnth	-	-	-	-	-	-	-	-	-	-	-	0	-
<b>A02500 Utility Services</b>																
1010	Water Mains - 12", 8", Fittings, etc.	4,504.00	LS	-	-	-	-	-	157,072 /LS	707,451	EZ Excavating	-	-	-	-	707,451
1010	2" Water Service - Irrigation	1.00	LS	-	-	-	-	-	10,644.00 /LS	10,644	EZ Excavating	-	-	-	-	10,644



Standard Estimate Report  
Wadsworth Station Apts

Item	Description	Takeoff Qty	Unit Cost	Labor	Amount	Unit Cost	Material	Amount	Unit Cost	Subcontract	Name	Equipment	Other	Amount	Total
A02500	Utility Services														
	1010 Mob, Pot Hole Etc.	1.00	LS	-	-	-	-	-	-	5,022	EZ Excavating	-	-	-	5,022
	1010 Utility Crossings & Flow Fill	1.00	LS	-	-	-	-	-	-	56,058	EZ Excavating	-	-	-	56,058
	1010 Fire Hydrants & Fittings	1.00	LS	-	-	-	-	-	-	71,064	EZ Excavating	-	-	-	71,064
	1010 Blow-offs, Fill, Flush and Testing	1.00	LS	-	-	-	-	-	-	24,539	EZ Excavating	-	-	-	24,539
	1010 Traffic Control - Pot-holing	1.00	LS	-	-	-	-	-	-	N/A		-	-	-	
	1010 Traffic Control - Road Closures	1.00	LS	-	-	-	-	-	-	22,092	EZ Excavating	-	-	-	22,092
	1010 Mechanical Lowerings	7.00	EA	-	-	-	-	-	-	0	EZ Excavating	-	-	-	0
	1010 Remove potholing BY OWNER CONSULTANT	1.00	LS	-	-	-	-	-	-	0	By Owner	-	-	-	0
	Stein Email 11.28.20														
1060	Utility Sub Bond	2.00	%	-	-	-	-	-	-	17,938	EZ Excavating	-	-	-	17,938
	Utility Services									914,808					914,808
A02740	Asphalt Pavement														
	1000 Asphalt Subcontractor Off-Site Patching	1.00	LS	-	-	-	-	-	-	134,300	EZ Excavating	-	-	-	134,300
	1000 Asphalt Rotomill	2,555.00	LF	-	-	-	-	-	-	14,181	EZ Excavating	-	-	-	14,181
	1000 Street Plates	1.00	LS	-	-	-	-	-	-	1,246	EZ Excavating	-	-	-	1,246
	1000 Asphalt Subcontractor Bond	2.00	%	-	-	-	-	-	-	2,995	EZ Excavating	-	-	-	2,995
	9060 Pressure Wash Pavement	0.00	sqft	0.00	0	0.00	0	0	0	-		0	-	-	-
	Asphalt Pavement									152,722					152,722
A02900	Landscaping / Irrigation														
	1000 Landscaping & Irrigation Subcontractor	0.00	sqft	-	-	-	-	-	-	-		-	-	-	-
	1000 L&I Sub Bond	0.00	%	-	-	-	-	-	-	-		-	-	-	-
	SITEWORK				0			0		1,090,380		0		0	1,090,380

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	70,348		1,502.325 hrs			0.265 /GSF	5.59%
Material							
Subcontract	1,098,085					4.136 /GSF	87.23%
Vehicles	8,485		2,273.975 hrs			0.032 /GSF	0.67%
Other	2,092					0.008 /GSF	0.17%
	<b>1,179,000</b>	<b>1,179,000</b>				<b>4.441 /GSF</b>	<b>93.66%</b>
Payment & Performance Bond					B		
General Liability: Commercial	3,233				L	0.012 /GSF	0.26%
DIC Coverage for OCIP					L		
Builder's Risk: Framed Constr					T		
Weather Protection Allowance					L		
Contractor Contingency *	23,580			2.000 %	T	0.089 /GSF	1.87%
Contractor Fee	53,055			4.500 % Vehicles	T	0.200 /GSF	4.21%
	<b>79,868</b>	<b>1,258,868</b>				<b>4.742 /GSF</b>	<b>6.34%</b>
<b>Total</b>		<b>1,258,868</b>				<b>4.742 /GSF</b>	<b>100.00%</b>

\* Contingency was spent on traffic control.

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2103212

<b>TO OWNER:</b>	Mountain View Wadsworth Phase ONE L 8900 Mountain View Lane Boulder, CO 80303	<b>PROJECT:</b>	Wadsworth Stn Apts-Offsite Imp 116th Ave and Wadsworth Blvd. Broomfield, CO 80023	<b>APPLICATION NO:</b>	12	<b>Distribution to:</b>	<input checked="" type="checkbox"/> OWNER
<b>FROM CONTRACTOR:</b>	Bryan Construction, Inc. 7025 Campus Drive Colorado Spgs, CO 80920	<b>VIA ARCHITECT:</b>	Harris Koehler Smith 1120 Lincoln Street Denver, CO 80203	<b>PERIOD TO:</b>	04/30/2023	<b>ARCHITECT</b>	<input checked="" type="checkbox"/>
				<b>CONTRACT FOR:</b>		<b>CONTRACTOR</b>	<input checked="" type="checkbox"/>
				<b>CONTRACT DATE:</b>	4/2/2021	<b>FIELD</b>	<input type="checkbox"/>
				<b>PROJECT NO:</b>		<b>OTHER</b>	<input type="checkbox"/>
				<b>JOB NO:</b>	21-032		

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b>		\$	1,258,867.25
<b>2. Net change by Change Orders</b>		\$	110,692.13
<b>3. CONTRACT SUM TO DATE (Line 1 + 2)</b>		\$	1,369,559.38
<b>4. TOTAL COMPLETED AND STORED TO DATE (Column G on Attachment)</b>		\$	1,369,559.38

### 5. RETAINAGE:

- a. \_\_\_\_\_ of Completed Work  
(Column D + E on Attachment)
- b. \_\_\_\_\_ of Stored Material  
(Column F on Attachment)

Total Retainage (Lines 5a + 5b or Total in Column 1 on Attachment)

<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 Less Line 5 Total)		\$	0.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)		\$	1,374,392.80

<b>8. CURRENT PAYMENT DUE</b>		\$	-4,833.42
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)		\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	SUBTRACTIONS
Total changes approved in previous months by Owner	115,705.54	
Total approved this Month		-5,013.41
<b>TOTALS</b>	115,705.54	-5,013.41
<b>NET CHANGES by Change Order</b>	110,692.13	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Bryan Construction, Inc.

By: \_\_\_\_\_ Date: 4/30/23

State of: Colorado

County of: Broomfield

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED**

\_\_\_\_\_ \$ -4,833.42

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: \_\_\_\_\_

\_\_\_\_\_ **John R. Stafford**

Date: 05/09/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## Page 2 of 2

Application No: 12

Application Date: 04/30/2023

04/30/2023

04/30/2023

**Contract:** 21-032

A	B	C	D	E		F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	%(G / C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period In Place					
1-000	General Conditions	91,853.00	91,853.00			91,853.00	100.00%		9,185.30
2-000	Site Work	1,090,379.25	1,090,379.25			1,090,379.25	100.00%		109,037.93
17-000	Contingency	76,635.00	76,455.01	179.99		76,635.00	100.00%		7,645.50
17-200	Owner Change Order #1	84,906.25	84,906.25			84,906.25	100.00%		8,490.62
17-300	Owner Change Order #2	30,799.29	30,799.29			30,799.29	100.00%		3,079.93
17-400	Owner Change Order #3	-5,013.41		-5,013.41		-5,013.41	100.00%		-137,439.28
	Retainage Released Previously								
	Totals	1,369,559.38	1,374,392.80	-4,833.42		1,369,559.38	100.00%		

Page 20

INVOICE

<b>From:</b>	Bryan Construction, Inc. 7025 Campus Drive Colorado Spgs, CO 80920 (719)632-5355	<b>Invoice:</b>	2103212
		<b>Invoice Date:</b>	04/30/2023
		<b>Due Date:</b>	04/30/2023
<b>To:</b>	Mountain View Wadsworth Phase ONE L 8900 Mountain View Lane Boulder, CO 80303		
<b>Contract:</b>	21-032	Wadsworth Stn Apts-Offsite Imp	

17-000 - Contingency			
<i>Other</i>			
Contingency	04/30/23		179.99
		<b>Total Other</b>	<b>179.99</b>
Contingency - Subtotal:			<b>179.99</b>
17-400 - Owner Change Order #3			
<i>Other</i>			
Savings Split	04/30/23		-5,013.41
		<b>Total Other</b>	<b>-5,013.41</b>
Owner Change Order #3 - Subtotal:			<b>-5,013.41</b>
<b>GRAND TOTAL</b>			<b>-4,833.42</b>
Retainage Billed This Invoice			<b>0.00</b>

PROGRESS PAYMENT RELEASE

From:  
Bryan Construction, Inc.  
4700 Innovation Dr. Bldg. C  
Ft. Collins, CO 80525

APPLICATION NO: Final

To:

Mountain View Wadsworth Phase ONE, LLC  
Contact: Jeff Sanders  
8900 Mountain View Lane  
Boulder, CO 80303

PERIOD TO: April 30, 2023  
PROJECT NO: 21-032  
PROJECT: Wadsworth Station Apts. – Off Site Waterline

CONDITIONAL RELEASE

Upon receipt by the undersigned of payment from:

Mountain View Wadsworth Phase ONE, LLC (Owner) in  
the sum of: \$0

payable to Bryan Construction Inc. and when the payment has  
been properly endorsed and has been paid by the bank upon  
which it is drawn, this document shall become effective to  
release any mechanic's lien, stop notice, or bond right the  
undersigned has on the above referenced job to the following  
extent. This release covers a progress payment for labor,  
services, equipment, or materials furnished through

April 30, 2023

(date) only and does not cover any retentions retained before  
or after the release date, extras furnished before the release  
date for which payment has not been received; extras for items  
furnished after the release date. Rights based upon work  
performed or items furnished under a written change order,  
which has been fully executed by the parties prior to the  
release date are covered by this release. This release of any  
mechanic's lien, stop notice or bond right shall not otherwise  
affect the contract rights, including rights between parties to  
the contract based upon a recession, abandonment, or breach  
of the contract, or the right of the undersigned to recover  
compensation for furnished labor, services, equipment, or  
material covered by this or material was not compensated by  
the progress payment. Before any recipient of this document  
relies on it, said party should verify evidence of payment to the  
undersigned.

BCI Authorized Signature:



Date:

*Michelle E. Martens*  
June 9, 2023  
Commission Expires 6/2/2027

UNCONDITIONAL RELEASE

The undersigned has been paid and has received progress  
payment from:

Mountain View Wadsworth Phase ONE, LLC  
(Owner) in the sum of: \$1,369,559.38

for labor, services, equipment, or material furnished to  
Mountain View Wadsworth Phase ONE, LLC on the above  
referenced job and does hereby release any mechanic's  
lien, stop notice, or bond right that the undersigned has  
on the above referenced job to the following extent. This  
release covers a progress payment for labor, services,  
equipment, or material furnished to Mountain View  
Wadsworth Phase ONE, LLC through

April 30, 2023

(date) only and does not cover any retentions retained  
before or after the release date; extras furnished before the  
release date for which payment has not been received,  
extras or items furnished after the release date. Rights  
based upon work performed or items furnished under a  
written change order which has been fully executed by the  
parties prior to the release date are covered by this release  
unless specifically reserved by the claimant in this release.  
This release of any mechanic's lien, stop notice or bond  
right shall not be otherwise affect the contract rights,  
including rights between parties to the contract based upon  
a recession, abandonment, or breach of the contract, or  
the right of the undersigned to recover compensation for  
furnished labor, services, equipment, or material covered  
by this release if that furnished labor, services, equipment,  
or release if that furnished labor, services, equipment, or  
material was not compensated by the progress payment.

BCI Authorized Signature:



September 18, 2023

Matthew Deaver  
City and County of Broomfield  
One DesCombes Drive  
Broomfield, CO 80020  
(303) 438-6238

**RE: Wadsworth Station Apartments  
Public Water Reimbursement Assessment District  
Final Engineering Costs  
HKS Project No. 190208**

Matthew Deaver,

Below is a summary of the final engineering and survey costs related to the public water infrastructure improvements along 116th Avenue and Wadsworth Boulevard. The blue text indicates completed work.

<u>A) Off-Site Improvements Services</u>	<u>Lump Sum Fee</u>
1) Final Utility Report	\$7,200.00
2) Off-Site Topographic Survey for Water Line Improvements	\$4,000.00
3) Off-Site Water Line Improvement Plans	\$15,480.00
4) SUE Investigation & Utility Survey	\$10,820.00
5) SIA Exhibit C	\$900.00
6) Test Holes	\$29,162.00
7) Test Hole Surveying and Engineering	\$8,290.00
<u>Off-Site Improvements Services</u>	<u>Hourly Fee</u>
8) Meetings, Coordination and Processing (including exhibits)	\$5,325.00
9) Construction Phase Services	\$4,400.00
<b>OFF-SITE IMPROVEMENT SERVICES TOTAL</b>	<b><u>\$85,577.00</u></b>

Please contact me if you have any questions or require additional information.

Harris Kocher Smith

John O'Rourke, P.E.  
Colorado Registered PE #43327



RECEIPT— Paid In Full

Attention: Jeff Sanders  
Mountain View (Wadsworth Phase ONE), LLC  
8900 Mountain View Lane  
Boulder, CO 80303  
Date: 6/12/23  
Project: CCOB Wadsworth Off-Site Waterline

Project Management ..... \$83,000

40 Madison St #107 Denver CO 80206





Community Development 303-438-6380

RECEIVED SEP 23 2021  
CITY AND COUNTY OF BROOMFIELD

One DesCombes Drive, Broomfield, CO 80020

Fax: 303-438-6207  
Building Inspections: 303-438-6376

**Customer Receipt**

CCB 07/29  
WATERLINE OFFSITE

Operator: Alicia McCreary

Date: 09/17/2021

Receipt no: 90595

**Tender Detail**

Classification: E-PPIP-SUB

Project Name: Wadsworth Station  
Apartments - Off Site Water Main in  
Wadsworth Blvd

Paid by: Mountain View (Wadsworth  
Phase One), LLC

Item	Description	Payment	Reference	Paid
BP-20-02086-11 ST-WADSWORTH BLVD	E-PIP Street Cut Fee	CHECK	1056	\$17,885.00
BP-20-02086-11 ST-WADSWORTH BLVD	E-PIP Plan Review Fee	CHECK	1056	\$1,266.61
BP-20-02086-11 ST-WADSWORTH BLVD	E-PIP Inspection Fee	CHECK	1056	\$2,533.23
<b>Total:</b>				<b>\$21,684.84</b>

Transaction Date: 09/17/2021

Time: 15:00:56 MDT

**From:** Dave Richer <[DaveR@earth-engineering.com](mailto:DaveR@earth-engineering.com)>

**Date:** April 28, 2023 at 4:29:35 PM MDT

**To:** jeffrey stein <[jeffsteindex@gmail.com](mailto:jeffsteindex@gmail.com)>

**Subject: Wadsworth Off-Site Improvements - ALL of EEC CMT/QQC Submittals and Invoice Summary Total to date**

Good afternoon Jeff, hope all is well,

Included below is a share link of all of our CMT/QC reports associated with the off-site Wadsworth Boulevard Improvements. Also appended is a summary of all of the invoices we've submitted for this phase of the project. **To date we've invoiced \$13,840.75.** Please review this information and let us know if you have any questions or require additional information.

Here you go:

<https://earth-engineering.sharefile.com/d-s0140211c23b34b1e87026ba27f71faeb>

Thanks and take care!

Dave Richer, P.E.  
Senior Geotechnical Engineer/Partner  
Earth Engineering Consultants, LLC  
4396 Greenfield Drive  
Windsor, Colorado 80550  
Office No. (970) 545-3908 ext. 803  
Direct Line (970) 545-3925  
Facsimile (970) 663-0282  
Mobile No. (970) 215-2956  
e-mail address: [daver@earth-engineering.com](mailto:daver@earth-engineering.com)



First American Title Insurance Company - NCS  
1380 17th Street  
Denver, Colorado 80202  
Phone: (303)876-1112 Fax: (877)235-9185

## Owners and Encumbrance Report

Date: November 01, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel A  
File No.: NCS-EODEN870-A-CO

### Property Description

County Effective Date: October 27, 2023

Owner: BLACKBURN COMMUNITIES, LLC, a Mississippi limited liability company  
Property: 0 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: Lot 2, WADSWORTH JUNCTION FILING NO. 1 FINAL PLAT, according to the plat recorded August 22, 2023 at Reception No. 2023006608, City and County of Broomfield, State of Colorado.  
County: Broomfield  
Parcel Number: 1717-024-43-002

### Ownership Documents

1. Special Warranty Deed recorded May 25, 2023 at Reception No. 2023003906.

### Encumbrances

1. Deed of Trust, Fixture Filing, Assignment of Leases and Rents and Security Agreement recorded May 26, 2023 at Reception No. 2023003919.

### Statement of Charges

O&E Report: \$5.00  
Copies: \$4.00  
Total Due: \$9.00

End of Report

### **LIMITATION OF LIABILITY**

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF CERTAIN MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND COVENANTS, CONDITIONS AND RESTRICTIONS, AND TAX INFORMATION ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. THE SOLE LIABILITY ASSUMED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FOR THE INFORMATION CONTAINED WITHIN THE REPORT IS THE FEE THE CUSTOMER PAID FOR THE REPORT. ALL OTHER LIABILITY IS EXPRESSLY DISCLAIMED, INCLUDING LIABILITY IN CONTRACT, TORT OR DUE TO NEGLIGENCE IN THE PRODUCTION OF THIS REPORT.



First American Title Insurance Company - NCS  
1380 17th Street  
Denver, Colorado 80202  
Phone: (303)876-1112 Fax: (877)235-9185

## Owners and Encumbrance Report

Date: November 01, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel B  
File No.: NCS-EODEN870-B-CO

### Property Description

County Effective Date: October 27, 2023

Owner: Mountain View (Wadsworth Phase Two), LLC, a Colorado limited Liability company and Mountain View (Wadsworth Phase One), LLC, a Colorado limited Liability company  
Property: 11570 & 11516 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: Lots 1 & 2, Wadsworth Station Filing No. 1, City and County of Broomfield, State of Colorado  
County: Broomfield  
Parcel Number: 1717-024-24-001 & 1717-024-24-002

### Ownership Documents

1. Special Warranty Deed recorded December 17, 2020 at Reception No. 2020021707.
2. Special Warranty Deed recorded December 17, 2020 at Reception No. 2020021708.

### Encumbrances

1. Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded July 14, 2021 at Reception No. 2021013193.
2. Notice By Disburser recorded July 14, 2021 at Reception No. 2021013194.

### Statement of Charges

O&E Report: \$5.00  
Copies: \$4.00  
Total Due: \$9.00

End of Report

### **LIMITATION OF LIABILITY**

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First American Title Insurance Company - NCS  
1380 17th Street  
Denver, Colorado 80202  
Phone: (303)876-1112 Fax: (877)235-9185

## Owners and Encumbrance Report

Date: November 01, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel C  
File No.: NCS-EODEN870-C-CO

### Property Description

County Effective Date: October 30, 2023

Owner: Blackburn Communities, LLC a Mississippi limited liability company  
Property: 11495 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: Lot 1, WADSWORTH JUNCTION FILING NO. 1 FINAL PLAT, according to the plat recorded August 22, 2023 at Reception No. 2023006608, City and County of Broomfield, State of Colorado.  
County: Broomfield  
Parcel Number: 1717-023-43-001

### Ownership Documents

1. Special Warranty Deed recorded May 25, 2023 at Reception No. 2023003902.

### Encumbrances

1. Deed of Trust, Fixture Filing, Assignment of Leases and Rents and Security Agreement recorded May 26, 2023 at Reception No. 2023003919.

### Statement of Charges

O&E Report: \$5.00  
Copies: \$4.00  
Total Due: \$9.00

End of Report

### **LIMITATION OF LIABILITY**

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First American Title Insurance Company - NCS  
1380 17th Street  
Denver, Colorado 80202  
Phone: (303)876-1112 Fax: (877)235-9185

## Owners and Encumbrance Report

Date: November 02, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel D  
File No.: NCS-EODEN870-D-CO

### Property Description

County Effective Date: October 30, 2023

Owner: J & C Foundations, Inc.  
Property: 11515 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: Lot 1, Block 1 of Wadsworth Subdivision Filing No. 1, City and County of Broomfield, State of Colorado.  
County: Broomfield  
Parcel Number: 1717-023-40-001

### Ownership Documents

1. Warranty Deed recorded August 26, 1992 at Reception No. 92105335 (Jefferson County Records).

### Encumbrances

1. Deed of Trust recorded January 7, 2003 at Reception No. F1646674 (Jefferson County Records).

### Statement of Charges

O&E Report: \$5.00  
Copies: \$2.00  
Total Due: \$7.00

End of Report

### **LIMITATION OF LIABILITY**

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***Please send Payment to: Accounts Receivable Department  
PO Box 677858  
Dallas, TX 75267-7858***



First American Title Insurance Company - NCS  
1380 17th Street  
Denver, Colorado 80202  
Phone: (303)876-1112 Fax: (877)235-9185

## Owners and Encumbrance Report

Date: November 02, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel E  
File No.: NCS-EODEN870-E-CO

### Property Description

County Effective Date: October 30, 2023

Owner: JJ Holdings LLC, a Colorado limited liability company  
Property: 11575 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: A portion of land located in the SW 1/4 of Section 2, Township 2 South, Range 69 West of the 6th P.M., as more particularly described in the Warranty Deed recorded on June 11, 2020 at Reception No. 2020008034.  
County: Broomfield  
Parcel Number: 1717-023-00-001

### Ownership Documents

1. Warranty Deed recorded June 11, 2020 at Reception No. 2020008034.

### Encumbrances

1. Deed of Trust recorded June 11, 2020 at Reception No. 2020008035.
2. Assignment of Rents recorded June 11, 2020 at Reception No. 2020008036.

### Statement of Charges

O&E Report: \$5.00  
Copies: \$4.00  
Total Due: \$9.00

End of Report

## **LIMITATION OF LIABILITY**

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First American Title Insurance Company - NCS  
1380 17th Street  
Denver, Colorado 80202  
Phone: (303)876-1112 Fax: (877)235-9185

## Owners and Encumbrance Report

Date: November 02, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel F  
File No.: NCS-EODEN870-F-CO

### Property Description

County Effective Date: October 30, 2023

Owner: Generic Storage, LLC, a Colorado limited liability company  
Property: 7780 & 7600 West 116th Avenue Broomfield, CO 80020  
Legal Description: Parcel I: A portion of the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 69 West of the 6th P.M., as more particularly described in the Bargain and Sale Deed recorded on June 29, 2012 at Reception No. 2012007948 in the City and County of Broomfield, State of Colorado.  
Parcel II: A parcel of land in the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 69 West, more particularly described in the Personal Representative's Deed recorded June 7, 2017 at Reception No. 2017006921 in the City and County of Broomfield, State of Colorado.

County: Broomfield  
Parcel Number: 1717-023-30-001 and 1717-023-00-023

### Ownership Documents

1. Bargain and Sale Deed recorded June 29, 2012 at Reception No. 2012007948.
2. Personal Representative's Deed recorded June 7, 2017 at Reception No. 2017006921.

### Encumbrances

#### Statement of Charges

O&E Report: \$5.00  
Copies: \$0.00  
Total Due: \$5.00

End of Report

### **LIMITATION OF LIABILITY**

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF CERTAIN MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND COVENANTS, CONDITIONS AND RESTRICTIONS, AND TAX INFORMATION ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. THE SOLE LIABILITY ASSUMED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FOR THE INFORMATION CONTAINED WITHIN THE REPORT IS THE FEE THE CUSTOMER PAID FOR THE REPORT. ALL OTHER LIABILITY IS EXPRESSLY DISCLAIMED, INCLUDING LIABILITY IN CONTRACT, TORT OR DUE TO NEGLIGENCE IN THE PRODUCTION OF THIS REPORT.





**First American Title Insurance Company - NCS**  
**1380 17th Street**  
**Denver, Colorado 80202**  
Phone: **(303)876-1112** Fax: **(877)235-9185**

## Owners and Encumbrance Report

Date: November 02, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel G  
File No.: NCS-EODEN870-G-CO

### Property Description

County Effective Date: October 30, 2023

Owner: Ewing Irrigation Products, Inc., a Nevada corporation  
Property: 11605 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: Parcel A of the EXEMPTION SURVEY SEC. 2, T2S, R69W, E35-9-95 AMENDMENT NO. 1, as recorded on April 16, 1996 at Reception No. F0217250, Jefferson County records, City and County of Broomfield, State of Colorado, EXCEPTING therefrom that portion conveyed to the City and County of Broomfield in Warranty Deed recorded on February 13, 2009 at Reception No. 2009001596, Broomfield County Records, City and County of Broomfield.  
County: Broomfield  
Parcel Number: 1717-022-10-001

### Ownership Documents

1. Special Warranty Deed recorded July 13, 2021 at Reception No. 2021013060.

### Encumbrances

### Statement of Charges

O&E Report: \$5.00  
Copies: \$4.00  
Total Due: \$9.00

End of Report

### **LIMITATION OF LIABILITY**

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF CERTAIN MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND COVENANTS, CONDITIONS AND RESTRICTIONS, AND TAX INFORMATION ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. THE SOLE LIABILITY ASSUMED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FOR THE INFORMATION CONTAINED WITHIN THE REPORT IS THE FEE THE CUSTOMER PAID FOR THE REPORT. ALL OTHER LIABILITY IS EXPRESSLY DISCLAIMED, INCLUDING LIABILITY IN CONTRACT, TORT OR DUE TO NEGLIGENCE IN THE PRODUCTION OF THIS REPORT.

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Denver, Colorado 80202  
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## Owners and Encumbrance Report

Date: November 02, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcels H & I  
File No.: NCS-EODEN870HI-CO

### Property Description

County Effective Date: October 30, 2023

Owner: Wadsworth Self Storage LLC, a Colorado limited liability company  
Property: 11600 & 11650 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: That part of the West 1/2 of the NE 1/4 of Section 2, Township 2 South, Range 69 West of the 6th P.M., more particularly described in that Special Warranty Deed recorded March 11, 2013 at Reception No. 2013003548, City and County of Broomfield, State of Colorado.  
County: Broomfield  
Parcel Number: 1717-021-00-014 and 1717-021-00-015

### Ownership Documents

1. Special Warranty Deed recorded March 11, 2013 at Reception No. 2013003548.

### Encumbrances

1. Deed of Trust recorded September 7, 2012 at Reception No. 2012011274.
2. Deed of Trust recorded April 5, 2021 at Reception No. 2021052340.
3. Assignment of Rents recorded April 5, 2021 at Reception No. 2021052341.
4. Deed of Trust recorded November 10, 2021 at Reception No. 2021020437.

### Statement of Charges

O&E Report: \$5.00  
Copies: \$8.00  
Total Due: \$13.00

End of Report

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**First American Title Insurance Company - NCS**  
**1380 17th Street**  
**Denver, Colorado 80202**  
Phone: **(303)876-1112** Fax: **(877)235-9185**

## Owners and Encumbrance Report

Date: November 02, 2023

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: Wadsworth Station - Parcel J  
File No.: NCS-EODEN870-J-CO

### Property Description

County Effective Date: October 30, 2023

Owner: Broomfield Post No. 9565, Veterans of Foreign Wars of the United States, Incorporated, a Colorado corporation  
Property: 11700 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: A part of the SW 1/4 of the NE 1/4 of Section 2, Township 2 South, Range 69 West of the 6th P.M., as described in that Warranty Deed recorded June 15, 1970 in Book 2187 at Page 307 at Reception No. 373518 (Jefferson County records), City and County of Broomfield, State of Colorado.  
County: Broomfield  
Parcel Number: 1717-021-00-013

### Ownership Documents

1. Warranty Deed recorded June 15, 1970 in Book 2187 at Page 307 at Reception No. 373518 (Jefferson County records).

### Encumbrances

1. None.

### Statement of Charges

O&E Report: \$5.00  
Copies: \$0.00  
Total Due: \$5.00

End of Report

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Phone: (303)876-1112 Fax: (877)235-9185

## Owners and Encumbrance Report

Date: August 23, 2024

Mountain View Capital, LLC  
8900 Mountain View Lane  
Boulder, CO 80303

Reference: 11730 Wadsworth - O&E  
File No.: NCS-1230522-CO

### Property Description

County Effective Date: August 20, 2024 at 5:00 PM

Owner: HellcatCDM LLC, a Colorado limited liability company  
Property: 11730 Wadsworth Boulevard Broomfield, CO 80020  
Legal Description: See Exhibit A on Special Warranty Deed recorded January 17, 2018 at Reception No. 2018000555, and as referenced on Exemption Survey Sec 2, T2S, R69W, E53-9-91 recorded January 17, 1992 at Reception No. 92006111  
County: Broomfield  
Parcel Number: 1717-021-00-011/R2082342

### Ownership Documents

1. Special Warranty Deed recorded January 17, 2018 at Reception No. 2018000555.

### Encumbrances

1. Deed of Trust recorded January 17, 2018 at Reception No. 2018000557.
2. Assignment of Rents recorded January 17, 2018 at Reception No. 2018000558.

### Statement of Charges

O&E Report: \$5.00  
Copies: \$4.00  
Total Due: \$9.00

End of Report

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## **Parcel Ownership Addresses**

NCS-EODEN870-A-CO:

Blackburn Communities LLC – 825 Sisk Ave, Ste 200, Oxford MS 38655

NCS-EODEN870-B-CO:

Mountain View (Wadsworth Phase ONE), LLC and Mountain View (Wadsworth Phase TWO), LLC – 8900 Mountain View Lane, Boulder CO 80303

NCS-EODEN870-C-CO:

Blackburn Communities LLC – 825 Sisk Ave, Ste 200, Oxford MS 38655

NCS-EODEN870-D-CO:

J&C Foundations Inc – P.O. Box 308, Broomfield CO, 80038

NCS-EODEN870-E-CO:

JJ Holdings LLC – 9540 W. 82<sup>nd</sup> PL, Arvada CO 80005

NCS-EODEN870-F-CO:

Generic Storage LLC – P.O. Box 371183, Denver CO 80237

NCS-EODEN870-G-CO:

R F Holdings LLC – P.O. Box 205 8394 US Hwy 85, FT Lupton CO 80621

NCS-EODEN870-HI-CO:

Wadsworth Self Storage – 5300 DTC PKWY, STE 280, Greenwood Village CO 80111

NCS-EODEN870-J-CO:

Broomfield Post #9565 VFW of US Inc – 11700 Wadsworth Blvd, Broomfield CO 80020

NCS-1230522-CO:

HellcatCDM LLC – 8294 Dressage Road, Littleton, CO 80125



# City and County of Broomfield

## City Council Regular Meeting

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### D. Public Hearing - Ordinance Delegating Penalty Assessment to BPHE for violation of the Food Protection Act - Second Reading

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Action Items Item: 7D.
Presented By	
Jason Vahling	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

The proposed changes to the Broomfield Municipal Code will allow the Broomfield Public Health & Environment to more efficiently and effectively issue civil penalties for violations of the Food Protection Act without requiring an over burdensome hearing process, but retaining the ability of licensees to appeal the penalties if desired. The proposed changes will not change the requirements for hearings in front of the Board of Health in matters involving possible revocation or suspension of licenses.

### **Attachments**

[Memo for Ordinance Delegating Penalty Assessment to BPHE for violation of the Food Protection Act.pdf](#)  
[Ordinance 2258.pdf](#)

# Summary

## Background Information:

In 2019, the State of Colorado legislature updated the Colorado Food Protection Act through [HB19-1014](#). This bill included changes to the methods of determining penalties for violations of the Colorado Food Protection Act and processes for the revocation and suspension of retail food establishment licenses. The House Bill changed the language in the statute that gives the authority to impose fines from, “the department or a county or district board of health” to “the department or county or district public health agency”. This change makes it explicit that Broomfield Public Health & Environment (BPHE) may impose penalties for violations of the Act.

The current Broomfield Municipal Code (BMC) regarding Revocation and Suspension of Food Establishment Licenses contained under Chapter [8-44](#) has not been updated since 2003 and does not align with the current version of the Colorado Food Protection Act.

The current BMC requires that prior to the issuance of any penalty, suspension, or revocation of a license, a licensee is afforded the opportunity for a hearing before Broomfield’s Board of Health. The current Colorado Food Protection Act allows for the “department or county or district public health agency” to issue a civil penalty under Colorado Revised Statutes (C.R.S) [25-4-1611.5](#), “If the department or a county or district public health agency finds that a licensee or other person operating a retail food establishment was provided with written notification of a violation of section [25-4-1610](#) (1)(a), (1)(b), (1)(d), (1)(e), or (1)(f) and was given a reasonable time to comply but remained in noncompliance....” Violations contained under C.R.S. 25-4-1610 (1)(c) are governed by the process contained in Section 25-4-1611.5(2).

The proposed ordinance amends the Broomfield Municipal Code so that BPHE can issue civil penalties to Retail Food License Holders without bringing the action in front of the Board of Health. This change is in line with the state statute and allows BPHE to use this tool in a reasonably quick timeframe to gain compliance. The ordinance continues to require that any suspension or revocation of a Retail Food Establishment license go in front of the Board of Health.

The need for the proposed changes came to the attention of BPHE and the Board of Health due to a penalty action taken against an operator in Broomfield for extensive and repeated violations of the Food Protection Act. Because the Broomfield Municipal Code currently requires even civil penalty assessments go in front of the Board of Health, the process of assessing penalties was lengthy and required multiple meetings with the Board of Health. This delayed a timely response to the violations.

The majority of counties in the State of Colorado and all of the metro area counties delegate this authority to their public health departments. The process changes outlined below mirror other counties and are consistent with the requirements of the state statutes.

The Board of Health supports the changes outlined below as necessary to streamline processes and delegate the penalty authority to BPHE in an effort to ensure quick responses to violations. BPHE has consulted with the Board of Health on this process update.

## Proposed Changes:

The proposed changes to the BMC will allow the BPHE to more efficiently and effectively issue civil penalties for violations of the Food Protection Act without requiring an overburdensome hearing process, but retaining

the ability of licensees to appeal the penalties if desired. The proposed changes will not change the requirements for hearings in front of the Board of Health in matters involving possible revocation or suspension of licenses. The specific changes and effects of those changes are outlined below:

- Allows Broomfield Public Health and Environment (BPHE) to assess fines to licensees for violations of the Colorado Food Protection Act without prior hearings/approvals by the Board of Health.
- Clarifies that Health Inspectors may issue an immediate closure/suspension of a license for “imminent health hazards” as defined in CRS [25-4-1602 \(6.5\)](#)
- Specifies that appeals of any penalties shall be filed to the Board of Health within 30 days of the penalty assessment.
- Specifies that the Board of Health retains authority to issue revocations, and/or suspensions of retail food licenses. Penalties will be issued by BPHE
- Specifies that the department may, at its discretion, allow the owner of an establishment to use assessed penalties to pay for the cost of correcting the violation.

The proposed changes are in line with the Food Protection Act which allows local public health agencies to implement “administrative efficiencies or practices if the practices do not conflict with the state board of health rules or department policies” in accordance with CRS [25-4-1602\(17\)](#).

These changes will allow BPHE to more effectively address violations of the Colorado Food Protection Act in a timely manner thus avoiding extended delays in obtaining compliance that increase costs for the department while also extending non-compliance by operators. BPHE intends to be judicious with this authority, continuing the current practice of education and support while also using this ability as an additional tool to ensure compliance and the safety of the food establishments within the City and County of Broomfield for the benefit of all residents.

## Financial Considerations

There are no additional costs associated with the proposed ordinance and any expenses will be covered by the current operational budget.

## Prior Council or Other Entity Actions

Oct. 22, 2024 - Council approved Ordinance 2258 on first reading.

## Boards and Commissions Prior Actions and Recommendations

The Broomfield Board of Health discussed the matter on September 5, 2024 and is supportive of the changes to allow for more effective implementation of the program and penalties for violations of the Food Protection Act if necessary.

## Proposed Actions / Recommendations

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

**That Ordinance No. 2258 be adopted on second and final reading and ordered published by title.**

## Alternatives

Not adopt the changes and keep the code in its current form. This would continue the misalignment between the current municipal code and the Food Protection Act.



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

## ORDINANCE NO. 2258

An ordinance to amend Broomfield Municipal Code, Title 8, regarding the enforcement of The Food Protection Act

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

### Section 1.

Chapter 8-44 is amended as follows:.

~~Chapter 8-44 - Revocation and Suspension of Food Establishment Licenses—Regulation of Retail Food Establishments~~

8-44-010 - ~~Board of Health~~**Violations of the Food Protection Act.**

~~The authority referred to in this chapter is the Board of Health. The authority is hereby directed and authorized to conduct proceedings to suspend or revoke a retail food establishment license in accordance with the Colorado Food Protection Act, part 16 of article 4 of title 25, C.R.S.~~

- (A) It is unlawful for any person to violate any provision of Colorado's Food Protection Act, part 16 of article 4 of title 25, C.R.S., any rule adopted pursuant to that act, or any of the terms, conditions, or provisions of such license or certificate of license. In addition to penalties imposed under state law, after providing notice of the violation and at least fifteen days to cure the violation, Broomfield Public Health and Environment may assess fines for any violation in accordance with a fine schedule set by the Broomfield Board of Health.
- (B) Notice of such fine and a description of each violation must be provided by Broomfield Public Health and Environment to the person in writing and shall be sent by mailing, either electronically or by first class mail.
- (C) Any person issued such notice who disputes a violation or fine assessed by Broomfield Public Health and Environment, may appeal in writing within thirty days from the date of mailing of the notice, setting forth fully the grounds for appeal. The appeal will be heard by the Broomfield Board of Health at the next scheduled meeting or within sixty days from the date of the notice.
- (D) At the hearing, there is a rebuttable presumption that the violation occurred. It is the burden of the appellant to prove otherwise. The Board

shall determine whether a violation occurred and whether the assessment of the fine was proper under the fine schedule. The decision of the Broomfield Board of Health shall be final and conclusive.

- (E) Appeal hearing shall be conducted in accordance with the Board of Health's standard hearing procedures.
- (F) Fines assessed against a person under this section are separate from fines imposed pursuant to state law.
- (G) To obtain compliance, Broomfield's Public Health and Environment may allow the owner of an establishment to use any assessed fine to pay for the cost of correcting the violation cited in the notice of fine.

8-44-020 - Initiation of proceedings to suspend or revoke license.

~~Pursuant to Section 25-4-1611, C.R.S., the Health and Human Services Department~~ **In order to suspend or revoke a retail food establishment license, Broomfield Public Health and Environment** shall initiate proceedings by written recommendation for a hearing by the **Broomfield Board of Health**. ~~authority to assess a penalty against, suspend, or revoke a retail food establishment license pursuant to this chapter.~~

8-44-030 - ~~Penalty assessment, revocation, and suspension and hearings.~~

- (A) ~~The authority~~ **Broomfield Board of Health** may, after a hearing at which the licensee is afforded an opportunity to be heard, ~~assess a penalty against, suspend or revoke a licensee or certificate of license for any violation of the Food Protection Act, part 16 of article 4 of title 25, C.R.S., any rule adopted pursuant to that act, or any of the terms, conditions, or provisions of such license or certificate of license. A written notice of assessment of penalty, suspension, or revocation, as well as any required notice of hearing, shall be sent by mailing, either electronically or by first class mail by certified mail to the licensee at the address of record contained in the license or certificate of license. Penalty, Revocation, and suspension hearings shall be conducted in accordance with the Broomfield Board of Health's standard hearing procedures.~~
- (B) ~~Penalties and~~ Revocation or suspension of a license or certificate of license pursuant to this chapter shall be in addition to any other penalties **allowed by law.** ~~prescribed by the Food Protection Act, part 16 of article 4 of title 25, C.R.S. No suspension shall be for a period longer than six months. When a license or certificate of license is suspended or revoked, no part of the fees paid for a license shall be returned to the licensee. The decision by the Broomfield Board of Health shall be final and conclusive.~~
- (C) Other than suspensions implemented in response to an imminent health hazard, which shall last for the duration of the imminent health hazard as determined by **Broomfield Public Health**, no suspension shall be for a period longer than ~~six months~~ **three days unless violations of the Act or requirements of the Broomfield Board of Health remain.** When a license or certificate of license is suspended or revoked, no part of the fees paid for a license shall be returned to the licensee.

## Section 5.

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

Introduced and approved after first reading on October 22, 2024, and ordered published in full.

Introduced a second time and approved on December 3, 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



### E. Proposed Resolution for an Amendment to the BHA IGA for 2025 Operational Support Funding

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Action Items Item: 7E.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

As allowed under the existing [Intergovernmental Agreement \(IGA\)](#) between the Broomfield Housing Alliance (BHA) and the City and County of Broomfield, BHA has requested an annual support grant in the amount of \$400,000 for 2025. The [letter of request](#) submitted by BHA states the purpose of the funding is to provide operational support of BHA, including professional service fees, personnel expenses (salaries benefits, taxes) and other operating expenses such as insurance and office space lease.

### **Attachments**

[Memo\\_ Grant request from BHA 12\\_3.pdf](#)

[Resolution 2024-162\\_Financial Grant Support BHA Operational support\\_2024.pdf](#)

[Second Amendment to Housing Authority IGA - December 2025 for Additional Operational Support for 2025.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

BHA has requested an annual support grant in the amount of \$400,000 for 2025 as allowed under the existing [intergovernmental agreement](#) (IGA) between Broomfield Housing Alliance (BHA) and Broomfield. The [letter of request](#) submitted by BHA states the purpose of the funding is to provide operational support of BHA, including professional service fees, personnel expenses (salaries, benefits, taxes) and other operating expenses such as insurance and office space lease. Since the request was finalized after the Broomfield budget had been published for consideration, if approved, the funding will be included in the first budget amendment in 2025.

The existing IGA between BHA, with the initial vesting grant of \$3 M in 2022, stated that the City and County of Broomfield would be expected to provide funding to the housing authority to support their organizational and programmatic needs. The funding was envisioned to include three approaches: (1) an initial vesting grant; (2) future annual funding awards; and (3) occasional or one-time funding awards to support specific development projects.

The initial granted funds were intended for “supporting the creation of at least one hundred affordable dwelling units for households and individuals earning between 30-60% of the Area Median Income, by December 2024. These one hundred affordable dwelling units shall be in addition to units already supported by previously funded projects.” Future annual support grants could be awarded on an annual basis subject to available funding within the City’s budget. It was not anticipated that any additional annual funds beyond the initial vesting grant would be provided to BHA prior to fiscal year 2024. BHA is requesting the annual support grant to support their operations in 2025, which is allowed under the existing IGA.

Although the intent of BHA is to eventually create a sustainable source of revenue, such as from rental income derived from properties owned by BHA, the authority does not currently have such a source and is currently relying primarily on funding from Broomfield to continue to operate its services. Traditionally, housing authorities include a portfolio of public housing units which can create a source of income to financially support the authority. Since development of a portfolio of properties takes time, staff anticipates that BHA will need annual support from CCOB for at least a couple more years. Broomfield and BHA staff do not have an estimated timeframe for when BHA can anticipate being financially independent and not reliant on CCOB for annual funding grants. It is critical that BHA develop its own sustainable source of revenue apart from Broomfield to ensure its continued level of operations since the Housing Development Funds, which have to date been the primary source of revenue utilized to support BHA, will have limited potential for further growth and this fund is also currently utilized to support some Broomfield housing programs as well as gap financing for income aligned development projects.

Broomfield and BHA staff are currently working on an amendment to the existing IGA to more specifically address operations of the BHA and establish expectations around the annual funding requests for 2026 and 2027 to provide more certainty and clear expectations for both organizations. This amendment to the IGA is expected to be considered by the BHA board and City Council in the first half of 2025 prior to consideration to ensure annual funding for BHA can be incorporated into the 2026 Broomfield budget process.

Proposed Resolution No. 2024-162, if approved by Council, would approve the amendment to the Intergovernmental Agreement between the City and County of Broomfield and the Broomfield Housing

Authority to provide an annual funding grant of \$400,000 for 2025. If Council approves this request, staff is proposing that the funding for the annual support grant be taken from the Housing Development Fund (HDF).

## Financial Considerations

BHA has outlined a [need for an annual support grant](#) of \$400,000 in 2025. BHA has provided the following information regarding the use of the funds:

Professional Fees (legal, accounting, audit, IT, etc.; operational support only/does not include project related fees)	\$63,840
Payroll (2 FTE incl. salaries, benefits, taxes)	\$269,594
General Operating (office lease, training, insurance, postage, etc./portion of total expense)	\$66,566
Total	\$400,000

For this year/specific request from BHA, staff is proposing that the source for this annual support grant be allocated from the Housing Development Fund. As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Housing Development Fund ( 01-83100-53164) estimated end of 2024	\$2,500,000
<b>Program Budget</b>	<b>\$2,500,000</b>

<b>Projected Program Costs 2025</b>	
Sunshine Home Share	\$25,000
Partial Property Tax Refund Program	\$402,000
Down Payment Assistance	\$75,000
Colorado Legal Services	\$25,000
Other Housing Strategic Planning and Programs	\$65,000
<b>Broomfield Housing Alliance 2025 Support Grant Request (01-83100-53164)</b>	<b>\$400,000</b>
HDF Balance after BHA funding request	<b>\$1,508,000</b>

In addition to the annual support grant, Broomfield will continue to fund one full time employee (FTE) from the general fund to administer the housing vouchers. This position, while funded by Broomfield and considered a Broomfield FTE, reports directly to the BHA executive director. It is anticipated that as part of a future IGA amendment this position would transfer to BHA. It is anticipated that BHA would request the funding currently allocated for this employee in the 2025 budget be provided to BHA if this transfer of the position is approved as part of the IGA amendment in the future.

## Prior Council or Other Entity Actions

See also [History of Broomfield Housing Authority](#)

October 23, 2001 - City Council passed [Resolution No. 2001-274](#): Determining a need for a Housing Authority.

February 12, 2002 - City Council passed [Resolution No 2002-38-HA](#): Declaring the Authority Organization

February 12, 2002 - City Council passed [Resolution No. 2002-39-HA](#): Adoption of the Housing Authority By-Laws

August 23, 2016 - City Council passed [Resolution No. 2016-144](#): Authorizing the Formation of the Broomfield Housing Advisory Committee

August 23, 2016 - City Council passed [Resolution No. 2016-144](#): Authorizing the Formation of the Broomfield Housing Advisory Committee

June 13, 2017 - Broomfield Housing Authority approved [Resolution No. 2017-75-HA](#) which authorized a consulting agreement for the commission of a Housing Needs Assessment with BBC Research & Consulting.

April 17, 2018 - Study Session, BBC Research and the Housing Advisory Committee presented the findings of the Housing Needs Assessment to City Council.

June 12, 2018 - City Council approved [Resolution No. 2018-99-HA](#), adopted the Housing Needs Assessment Action Plan as a guiding document to be used by the HAC and Staff to formulate recommendations to implement the action steps and goals of the Plan, and [Resolution No. 2018-107](#), adopting the Housing Needs Assessment Action Plan as an amendment to the Broomfield Comprehensive Plan.

March 10, 2020 - Second reading and final approval of [Ordinance 2100](#) providing for inclusionary housing.

October 25, 2022 - [Ordinance No. 2187](#) replaced the Requirements in Chapter 17-76 Inclusionary Housing of the Broomfield Municipal Code

[May 4, 2021](#): City Council held a study session regarding the establishment of an independent housing authority board, and directed staff to proceed with developing a business plan for the newly formed board.

[September 21, 2021](#) - City Council held a study session to review and discuss the proposed business plan and the structure of an Intergovernmental Agreement between the City and the Housing Authority and directed staff to bring an agreement to City Council for approval on October 12th

[September 21, 2021](#) - City Council held a study session to review and discuss the [proposed business plan](#) and the structure of an Intergovernmental Agreement between the City and the Housing Authority and directed staff to bring an agreement to City Council for approval on October 12th .

On October 12, 2021, City Council approved [Resolution 2021-182](#), an intergovernmental agreement (IGA) setting up the independent BHA Board and outlining the staffing and organizational support for the Housing Authority of the City and County of Broomfield.

January 11, 2022 - [Resolution No. 2022-19](#) Authorizing and Approving the Initial Vesting Grant for the Housing Authority of the City and County of Broomfield

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to support BHA request of funding for 2025 in the amount of \$400,000 from the Housing Development Fund via an amendment to the IGA, the appropriate motion is....

**That Resolution 2024-162 be adopted**

## Alternatives

City Council can choose not to approve the annual funding grant request of \$400,000. If BHA does not get fully funded with the entire request of \$400,000, this would likely result in BHA modifying their intended work plan for 2025 and could result in reductions or delays in the intended programs and development projects.

## Background

In 2021 the City and County of Broomfield (CCOB) and The Broomfield Housing Authority entered into a partnership forming the 3 year [Intergovernmental Agreement](#) (IGA). This IGA created the independent Housing Authority with a Board of five Commissioners appointed by the City Council. During that time, the authority evolved into the Broomfield Housing Alliance or BHA.

The initial financial support from Broomfield included a \$3 M (three million dollar) vesting grant, which came from the Housing Development Fund from revenue generated by the Inclusionary Housing Ordinance's (IHO) 'cash-in-lieu' option. At the time, this grant was intended to support BHA and its operational costs and activities with particular programmatic outcomes, one of which was the development of at least 100 affordable dwelling units for households and individuals earning 30-60% AMI by December of 2024 that were not already in the pipeline to be constructed (e.g. Northwest, Crosswinds, or Harvest Hill, which were all funded by Broomfield Housing Division with gap financing).

BHA's work in the community is making a positive impact. BHA provided the following table to demonstrate their efforts and progress toward achieving this outcome.

Property/Program	Units	Status
Grove at Cottonwood	40	Construction starts mid-2025
Northwest Apartments	50	Special Limited Partnership
Emerald Duplex	2	Acquired 2023



Harvest Hill	152	Special Limited Partnership Construction starts mid-2025
Town Center Preservation (88 units)	0	Attempt to Acquire but Outbid
New Housing Choice Vouchers	30	Secured
Undisclosed Multit-family Preservation	38	Currently being negotiated
Vista Pointe	65	Construction est. to start mid-2026
Pursuing Land Banking Opportunity	100	Prop 123 Application Submitted
<b>Total</b>	<b>477</b>	

Although the units being developed directly by BHA (Cottonwood and Vista Pointe) are not fully constructed, BHA has taken the steps during their first three years of operation to acquire the land and proceed through the development review process. The zoning and site development plan are approved for Cottonwood with construction expected to begin in 2025 and the zoning has been approved for Vista Pointe with a concept review expected in early 2025. Together, these projects represent 105 future additional units.

## Broomfield's Spectrum of Housing Support

Over the last three years, CCOB and BHA continue to gain clarity on each of the organization's respective strengths and how the organizations can work together to ensure the widest possible spectrum of housing support is provided for the community. The complementary programs and direct focus on specific populations served ensure that there is little to no overlap of services between the two entities.

The table below shows generally how the various Along with Broomfield's Department of Human Services, partners are able to reach a broader spectrum of needs along the housing security spectrum.

	0-30% AMI \$0-\$32,330 for 3 person household	30-60% AMI \$35,221-\$70,440 for 3 person household	60-120% AMI \$70,441-\$140,880 for 3 person household
<b>Broomfield Housing Division</b>		Gap Financing - for income aligned developments Home Repair Senior Preservation Programs	Inclusionary Housing Ordinance (IHO) For-Rent & For-Sale Programs
<b>Department of Human Services</b>	Benefits and Services Severe Weather Activation	Some Rental Assistance Enrollment in Benefits and Services	
<b>Broomfield Housing Alliance (BHA)</b>	Housing Choice Vouchers	Developer For-Rent Housing Special Limited Partner	

Current Gap(s)	Permanent Supportive Housing/ Transitional Housing Wrap Around Services Housing Vouchers	1,500 Income-Aligned Units, particularly 30,40, and 50% AMI	Sustainable Funding Source  Middle Income Earner Housing
← Housing Spectrum →			

BHA noted the following achievements from their first three years in their letter of request for the 2025 annual funding:

- Developing affordable housing: Actively working on two affordable rental projects—The Grove at Cottonwood and Vista Pointe—which will bring 105 much-needed rental homes to the community.
- Preserving affordability: Pursued the acquisition of three multifamily properties, successfully securing a duplex that is now owned by BHA, with one more property under negotiation.
- Securing partnerships: Entered into three Special Limited Partnerships (SLPs)—Academy Place, Crosswinds, and Northwest Apartments—and approved a fourth (Harvest Hill), securing 411 affordable homes.
- Expanding voucher use: Tripled the number of Housing Choice Vouchers in use, providing crucial rental support to more Broomfield residents.
- Regional leadership: Played a leading role in regional housing efforts, including the Broomfield Housing Solutions Forum and the Broomfield By Name List.
- Organizational sustainability: Established sound financial practices and a nonprofit subsidiary, Housing Alliance, Inc., to diversify funding for long-term sustainability.

Similarly, Broomfield has provided a variety of programs funded through various sources such as Community Development Block Grants (CDBG), Housing Development Fund, Broomfield General Fund, and HOME funds (federal block grants). The table below includes the anticipated 2024 costs associated with programs administered by Broomfield staff.

Program	AMI	Population	Households Served	Cost (2024)	Funding Source
Home Repair Program	Up to 80%	Home owners-older adults, veterans with disabilities and others with disabilities	9 (+6 in queue)	\$235,000	CDBG
Paint-a-thon	Up to 80%	Home owners-older adults, veterans with disabilities and others with disabilities	4 (max)	\$15,000	CDBG
Tenant Based Rental Assistance (TBRA)	Up to 60%	Older Adults	16	\$113,000	HOME
Partial Property Tax Refund Program	Up to 60%	Home owners-older adults, veterans with disabilities and others with disabilities	829	\$340,591	HDF
Partial Property Tax Refund expansion	From 61-80%	Home owners-older adults, veterans with disabilities and others with disabilities	156	\$70,220	General Fund from Property Tax increase

Colorado Legal Services	30%	Any one with eviction and tenant/property manager disputes	73	\$7,000	HDF
Sunshine Home Share	All	Senior homeowners, any age home seeker	2	\$40,000	HDF
Down Payment Assistance	80-120%	First time homebuyers	6 leads (program opened on Oct 1st 2024)	\$75,000	HDF
				\$750,000	Prop 123

Broomfield also provides a variety of support services that include monetary and in kind assistance to both internal and external community partners to provide additional housing support to the community (for example, in kind support that allows Broomfield FISH to be exempt from paying rent at 6 Garden Center). Additionally, the table below highlights the Human Services Non Profit Grant Funds that directly or indirectly provide housing support through the Human Services Mill Levy for 2024.

AGENCY	January 2024	August 2024
<b>TIER 1</b>		
Anchor House	\$5,000	
Brothers Redevelopment, Inc.	\$10,000	
Center for People with Disabilities	\$15,000	
<b>TIER 2</b>		
Almost Home	\$64,000	\$64,016
Broomfield FISH	\$200,000	\$100,000
Colorado Safe Parking Initiative	\$30,000	\$8,699
The Refuge	\$49,500	\$16,500
Safehouse Progressive Alliance for Nonviolence	\$30,000	\$8,699
SUBTOTALS	\$403,500	\$197,914
<b>TOTAL ALL FUNDS</b>		\$601,414

## Housing Development Fund

Broomfield's Inclusionary Housing Ordinance requires developers of new residential projects to either incorporate income aligned units as a part of their proposal or provide Broomfield with a cash-in-lieu fee. The funds provided by developers are deposited in the Housing Development Fund and are intended to be used, "exclusively to support the preservation or development of affordable housing that is at or below 100% of AMI and for the administration and compliance of housing programs."

The HDF has allowed Broomfield to provide gap financing for the following projects: Crosswinds, Harvest Hills, and Northwest Apartments, and Land Acquisition for Vista Pointe for BHA. HDF was utilized for the

initial \$3 million in funding for BHA in 2022 and has provided the funding for housing programs prioritizing home preservation, such as the Sunshine Home Share Program, Down Payment Assistance Program, and the Partial Property Tax Rebate Program.

Moving forward, most new developments anticipated to be issued building permits in 2025 and 2026 will incorporate income aligned units within their projects resulting in no new revenues projected into the HDF in 2025 and 2026. Although there are adequate funds available in the HDF to provide a one time funding request to BHA for 2025, given the limited sources of revenues into HDF, it should be noted that the HDF will not be a viable source of ongoing funding for BHA. Staff will continue to monitor the balance of HDF.

## **Requested Action and Next Steps**

The current request is consideration of a one time funding request for BHA in the amount of \$400,000 for 2025 via an amendment to the existing IGA between BHA and Broomfield. The funding will provide operational support for BHA to ensure they are able to continue administering their housing programs and development efforts in 2025.

Staff is currently working with BHA regarding a subsequent amendment to the existing IGA or new IGA to replace the existing IGA in the first half of 2025. This future IGA or IGA amendment will provide more clarity around the anticipated annual funding needs to continue operational support for BHA.

# **RESOLUTION NO. 2024-162**

A Resolution Approving the Second Amendment to Intergovernmental Agreement with the Broomfield Housing Alliance for 2025 Operational Support Funding

## **Recitals.**

Whereas, on October 12, 2021 the City and County of Broomfield (“CCOB”) and the Housing Authority of the City and County of Broomfield, doing business as the Broomfield Housing Alliance (“BHA”), entered into an Intergovernmental Agreement (“IGA”) and created the independent housing authority with a board of five commissioners appointed by the City Council and provided an initial grant of \$3,000,000 to support the housing authority and its activities.

Whereas, the IGA was amended in 2023 to clarify certain duties and responsibilities between the parties relating to the Housing Choice Voucher Program.

Whereas, the IGA did envision that CCOB may provide future financial support to BHA on an annual basis for a limited period of time if there was available funding in the City’s annual budget.

Whereas, BHA currently does not have a source for revenue to support its operations.

Whereas, BHA has requested a support grant in the amount of \$400,000 in 2025 from CCOB, and if approved, the funding request would be included in the first budget amendment in 2025.

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

## **Section 1.**

The Second Amendment to Intergovernmental Agreement between CCOB and BHA to provide \$400,000 in operational support to the housing authority in 2025 is hereby approved.

## **Section 2.**

The Mayor or Mayor Pro Tem is authorized to sign the Amendment, with such technical additions, deletions, and variations as the City and County Attorney may deem necessary and appropriate and not inconsistent with this Resolution. The Office of the City and County Clerk is authorized to attest the Amendment if needed.

### Section 3.

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

Approved on December 3, 2024

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY AND  
COUNTY OF BROOMFIELD AND THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF  
BROOMFIELD, COLORADO**  
(Operational Support for 2025)

This Second Amendment to Intergovernmental Agreement is dated this 5th day of December, 2024, by and between the Housing Authority of the City and County of Broomfield, Colorado, doing business as the Broomfield Housing Alliance (“BHA” or the “Housing Authority”) and the City and County of Broomfield, Colorado (the “City”). Each of the governmental entities shall be referred to herein, individually by name or as a “Party” and, collectively, as the “Parties.”

**RECITALS**

- A. The Parties entered into an intergovernmental agreement to increase the financial and operational independence of the Housing Authority, which terms are set forth in the Intergovernmental Agreement between the City and the Housing Authority dated October 12, 2021, as amended by that certain First Amendment dated May 9, 2023, which (collectively, the “Agreement”).
- B. The Parties desire to amend the Agreement, to provide additional one-time operational support to BHA for calendar year 2025 as more particularly set forth below.

**AGREEMENT**

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:

- 1. City Financial Support for 2025. As contemplated in Section 3.1.2 of the Agreement, the City desires to provide additional operational support to BHA for calendar year 2025. The City shall provide BHA with \$400,000 to be used to support the general operations and administration of the Housing Authority for calendar year 2025. The funds shall be provided to BHA no later than February 1, 2025. Additional one-time project specific funding may be provided from the City on a case-by-case basis and will be done through a separate agreement in such an event.
- 2. Financial Obligations. All financial obligations of the Parties under the Agreement and this Second Amendment are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Second Amendment shall be deemed to pledge any Parties credit or faith, directly or indirectly.
- 3. Agreement in Full Force and Effect. All other terms of the Agreement shall remain in full force and effect. This Second Amendment shall be effective only upon execution by all the Parties.

4. Execution; Electronic Signatures. This Second Amendment 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 Second Amendment shall not be binding upon any Party hereto unless and until the Parties have executed this Second Amendment. The Parties approve the use of electronic signatures for execution of this Agreement.

The City and BHA have caused this Agreement to be duly executed as of the day first above written.

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

\_\_\_\_\_  
Guyleen Castriotta, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

HOUSING AUTHORITY OF THE CITY AND COUNTY  
OF BROOMFIELD, COLORADO, a body corporate  
and politic, doing business as Broomfield Housing  
Alliance

By:\_\_\_\_\_  
Kristin Hyser, Executive Director





# City and County of Broomfield

## City Council Regular Meeting

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### F. Proposed Resolution Rescheduling Certain Regularly Scheduled Meetings of the City Council For 2025

Meeting	Agenda Group
Tuesday, December 3, 2024, 6:00 PM	Action Items Item: 7F.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution No. 2024-126 rescheduling certain regularly scheduled meetings of the City Council for 2025

### **Attachments**

[Memo 2025 Council Meeting Dates.pdf](#)

[Resolution No. 2024-126 2025 Council Meeting Dates.pdf](#)

[Proposed 2025 Council Meeting Calendar.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Attachment 1 is the 2025 proposed calendar for Council meetings and Study Sessions. The proposal is based on events that may conflict with Council meetings including holidays, conferences, spring break, election day, and other notable dates.

Section 5.1 of the [Broomfield City Charter](#) requires that the Council meet at least twice each month, and Section 2.2 of [Council's Procedures and Rules of Order](#) sets these meetings on the second and fourth Tuesdays of each month, but allows the Council to reschedule regular meetings upon Council's majority vote.

Section 2.4 of the Council's Rules provides that study sessions of the Council may be called by the Mayor or the Council, or the City and County Manager may schedule study sessions upon notice to the Council. Study sessions are typically scheduled on the third Tuesday of the month, or on additional first or fifth Tuesdays, as needed.

Staff seeks Council's direction on the following:

- Which meetings Council desires to reschedule in 2025, if any.
  - Staff proposes:
    - Add a Study Session on May 6, 2025 for Organizational Strategic Plan Update.
    - Special Council Meeting for August 4, 2025 for Board of Equalization.
    - Reschedule the November 11 regular meeting due to the holiday to Nov. 18, 2025.
    - Change the November 25, 2025 regular meeting to a study session.
    - Cancel the December 16 study session due to the holiday.
    - Reschedule the December 23 meeting to December 2 due to the holiday
- Does Council want to add additional study sessions or special meetings in 2025? If yes, staff seeks directions on the dates. Staff highlighted (yellow) possible additional Tuesdays in Attachment 1 based on notable dates.

## Financial Considerations

There are no financial considerations.

## Prior Council or Other Entity Actions

Council has made changes to the regularly scheduled meeting dates from time to time as well as added special meetings, as needed.

## Proposed Actions / Recommendations

If Council desires to adopt staff recommendations for regularly scheduled meeting dates in 2025, the appropriate motion is...

**That Resolution 2024-126 be adopted.**

## Alternatives

N/A

# RESOLUTION NO. 2024-126

A resolution rescheduling certain regularly scheduled meetings of the City Council for 2025

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

## Section 1.

The Council reschedules the following regularly scheduled meeting dates in 2025:

- The City Council meeting scheduled on November 11, 2025 shall be rescheduled to November 16, 2025.
- The City Council meeting scheduled on November 25, 2025 shall be changed to a study session.
- The Study Session scheduled on December 16, 2025 shall be canceled.
- The City Council meeting scheduled on December 23, 2025 shall be rescheduled to December 2, 2025.

## Section 2.

The Council adds the following meeting dates in 2025:

- A Study Session on May 6, 2025 for Organizational Strategic Plan Update.
- A Regular Meeting on August 4, 2025 for the Board of Equalization Approval of Hearing Officer Recommendations on Property Tax Protest Petitions.

## Section 3.

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

Approved on December 3, 2024.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney

## Proposed 2025 Council Meeting Calendar

Legend:

Council Meeting
Study Session
Holiday
Opportunities for additional meetings if desired by Council

### January

Jan. 1 - New Year's Day observed (CCOB offices closed)

Jan. 20 - Martin Luther King Jr. Day (CCOB offices closed)

January 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 New Year's Day	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 Martin Luther King Jr Day	21	22	23	24	25
26	27	28	29	30	31	

**February**

Feb. 17 - Presidents Day (CCOB offices closed)

February 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 President's Day	18	19	20	21	22
23	24	25	26	27	28	

**March**

Mar. 1-4 - NACo Legislative Conference in Washington D.C.

Mar. 10-12 - NLC Congressional City Conference in Washington D.C.

Mar. 17-21 - Spring Break (Jefferson County)

Mar. 24-28 - Spring Break (Boulder Valley School District &amp; Holy Family)

Mar. 31- April 4 - Spring Break (Adams 12)

March 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**April**

Mar. 31-April 4 - Spring Break (Adams 12)

April 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

#### May

May 6 - Organizational Strategic Plan Update to Council (with Raftelis, Organizational Strategic Plan Consultant)

May 21-23 - NACo Western Interstate Region Conference (Pennington County/Rapid City, SD)

May 26 - Memorial Day (CCOB offices closed)

May 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 Organizational Strategic Plan Update to Council	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Memorial Day	27	28	29	30	31

## June

June 19 - Juneteenth Holiday (CCOB offices closed)

June 24-27 - CML (Colorado Municipal League) Annual Conference (Breckenridge, CO)

June 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19 Juneteenth	20	21
22	23	24	25	26	27	28
29	30					

## July

July 4 - Holiday - Independence Day (CCOB offices closed)

July 4 - Great American Picnic

July 11-14 - NACo Annual Conference and Exposition (City and County of Philadelphia, PA)

July 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 Independence Day	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August



Aug. 4- Special Virtual Council Meeting BOE Only  
 Aug. 5 - National Night Out - Broomfield County Commons (no meeting)

August 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 Special Virtual Council Meeting BOE Only or 5th	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

#### September

Sept. 1 - Labor Day (CCOB offices closed)

Sept. 20 - Broomfield Days Parade and Festival

September 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Labor Day	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

#### October

October 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

#### November

Nov. 4 - Election Day

Nov. 11 - Recommend rescheduling Nov. 11 Council Meeting to Nov. 18 due to Veterans Day

Nov. 19-22 - NLC City Summit in Salt Lake City, UT

Nov. 25 - Recommend changing the Nov. 25 Council Meeting to a Study Session

Nov. 27 & 28- Thanksgiving Day and Day after Thanksgiving (CCOB offices closed)

November 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Election Day	5	6	7	8
9	10	11 Veterans Day	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 Thanksgiving	28	29
30						

#### December

Dec. 2 - Recommend rescheduling the December 23 Council Meeting to Dec. 2 due to the holiday  
 Dec. 2 - Swearing in of new Council  
 Dec. 4 -Dec. 5 - New Council Orientation  
 Dec. 5 - Holiday Tree Lighting Ceremony  
 Dec. 16 - Recommend canceling the December 16 Study Session  
 Dec. 24 & 25 - Christmas Day and Christmas Eve (CCOB offices closed)

December 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24 Christmas Eve	25 Christmas Day	26	27
28	29	30	31			