

---

Tuesday, November 18, 2025, 6:00 PM  
Council Chambers  
One DesCombes Drive  
Broomfield, CO 80020

[View Correspondence](#)

[View Presentations](#)

---

## **1. Meeting Commencement**

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

---

## **2. Petitions and Communications**

- 2.A. Recognition of Broomfield High School and Holy Family High School Softball Teams' State Championships
- 2.B. Recognition of Ms. Colorado Senior America 2025
- 2.C. Proclamation - Hunger and Homelessness
  - Proclamation Declaring November 16-22, 2025 Hunger and Homelessness Awareness Week
- 2.D. Proclamation - Declaring November 29, 2025 National Small Business Saturday
  - Proclamation Declaring November 29, 2025 National Small Business Saturday

---

## **3. Councilmember Reports**

---

## **4. Public Comment**

---

## **5. Reports**

---

## **6. Consent Items**

- 6.A. Minutes for Approval
- 6.B. Resolution - Nonprofit Funding to Broomfield Community Foundation for Grant Administration Services
  - Resolution No. 2025-159 approving the Fifth Amendment to Agreement with Broomfield Community Foundation for Grant Administration Services
- 6.C. Resolution - White Sands Water Engineer Agreement
  - Resolution No. 2025-111 authorizing and approving a Consulting Agreement with White Sands Water Engineers, Inc. for the Provision of Engineering Consulting Services for Water Rights Matters
- 6.D. Resolution - Almost Home Fourth Amendment 2026
  - Resolution No. 2025-158 approving a Fourth Amendment to the Agreement for Severe Weather Activation Program Services with Almost Home, Inc.
- 6.E. Continuation of Impacted Community Air Quality Monitoring Program (Boulder A.I.R.) for 2026

- 6.F. 2026 Air Quality Monitoring associated with Oil and Gas Operations (Ajax Analytics)
- 6.G. Resolution - Demanding Regional Transportation District's (RTD) Reserve FasTracks Internal Savings Account (FISA) Funds for FasTracks (NW Rail Line)  
— Resolution No. 2025-163 demanding the Regional Transportation District's (RTD) Reserve FasTracks Internal Savings Account (FISA) Funds for FasTracks
- 6.H. Executive Session Requests Related to City Council Training

## **7. Action Items**

---

- 7.A. BURA Public Hearing - Resolution- Colmans Lakeview Urban Renewal Site Plan (Broomfield Urban Renewal Authority - BURA)  
— Resolution No 2025-160-UR approving the Urban Renewal Site Plan (URSP) for Arapahoe Roofing Filing No. 1, Lot 1 (Colmans Lakeview Self Storage)

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

---

- 8.A. Councilmember Henkel's request for future action regarding an amendment to Broomfield's ethics code that would prohibit a local government official from obtaining employment with the City and County of Broomfield within 1 or 2 years after completing their term

## **9. Adjournment**

---

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

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

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



*Date Posted: November 12, 2025*



# City and County of Broomfield

## City Council Regular Meeting

---

### C. Proclamation - Hunger and Homelessness

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Petitions and Communications Item: 2C.
Presented By	
Lisana Muñoz, Director of Human Services	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

This City Council Memo is to proclaim November 16-22, 2025 as [Hunger & Homelessness Awareness Week](#). Both food and housing insecurity impact Broomfield residents. Many organizations and efforts in our community are working to alleviate these issues.

### Attachments

[Memo for Hunger & Homelessness Awareness Week Proclamation 2025-11-18.pdf](#)

[Proclamation - Hunger & Homelessness Awareness Week 2025-11-18.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

This City Council Memo is to proclaim November 16-22, 2025, as [Hunger & Homelessness Awareness Week](#). Both food and housing insecurity impact Broomfield residents. Many organizations and efforts in our community are working to alleviate these issues.

## Prior Council or Other Entity Actions

Broomfield City Council [Hunger and Homelessness Awareness and Action Week in Broomfield 2023](#).

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

N/A

## Alternatives

N/A



## Background

Hunger and Homelessness Awareness Week is an annual program that brings people together across the country to draw attention to the problems of hunger and homelessness. Participating groups spend the week holding a series of educational, service, fundraising, and advocacy events. Go to [Hunger and Homelessness Awareness Week](#) to find an event near you or to host an event for your community.

Nationwide, hunger and homelessness has been exacerbated by housing affordability and inflation.

- In the United States, many Americans are living on the edge, with 37.2 million Americans below the poverty level, one in six children in the U.S. lives in poverty, and 580,000 Americans are homeless on a typical night.
- Lower-income Americans have been hit especially hard, since a disproportionate share of their income goes toward essentials such as housing, food, healthcare, child care, and transportation. But with the cost of many goods and services rising faster than average incomes, a vast majority of Americans are feeling the pinch in their daily routines.
- This year's Metro Denver Homeless Initiative [Point In Time Count](#) found 10,774 people experiencing homelessness, an 8% increase from 2024. The number of families experiencing homelessness increased slightly, from 3,132 last year to 3,218 this year. However, families experiencing homelessness for the first time decreased from 1,344 in 2024 to 1,025 in 2025.

Locally, food and housing insecurity continue to be significant concerns in our community. Broomfield residents are being impacted by increasing costs for housing and food.

- It is estimated that at least 350 Broomfielders are currently experiencing homelessness. The Department of Human Services facilitates Homeless Solutions Team meetings and [By-Name List Case Conferencing](#) to help mitigate homelessness.
- In 2025, FISH will serve more than 15,000 unduplicated residents, provide more than 1.7 million pounds of food to neighbors in need, and help more than 175 people stabilize in housing and avoid eviction.
- Most people who visit FISH are working at least one job and pay 70% or more of their monthly income on housing costs. According to the Roots Policy Research Report prepared for the Broomfield Housing Alliance and the City and County of Broomfield in September 2023, "Renters in Broomfield earning \$50,000 or less are most likely to face cost burden, and have faced consistently high levels of burden because of the shortage of affordable housing to serve them. ...20% of Broomfield renters pay 50% or more of their income on housing costs and are considered severely cost burdened. Severe cost burden is broadly considered a reliable measure of housing insecurity and this group is commonly considered "at risk of homelessness" because any minor or temporary changes to their income can upend housing stability."
- In 2025, the Refuge Cafe, which serves as Broomfield's only navigation hub and day shelter for people experiencing homelessness, is now hosting over 12 local partners to break down barriers to resources and will support its highest number of participants, nearing over 5,700 visits, while the Mobile Outreach Team brings food and supplies on days the Cafe isn't open to meet the significant gap in support that continues to grow exponentially.
- The [Broomfield Housing Solutions Forum \(BHSF\)](#) is a network of community organizations and individuals dedicated to advocating and activating solutions addressing the housing needs of Broomfield neighbors. They created a [strategic plan](#) to operationalize these efforts.
- Organizations and initiatives serving Broomfield residents, such as [A Precious Child](#), [Almost Home](#), [Broomfield FISH](#), [Broomfield Meals on Wheels](#), [Community Food Share](#), [Conscious Alliance](#), [Project Angel Heart](#), and [The Refuge](#), as well as the [Broomfield Housing Solutions Forum](#) and the [Broomfield Housing Stability Task Force](#) are committed to addressing hunger and homelessness by connecting residents to available services, implementing public policy initiatives, and encouraging all

Broomfielders to learn more, speak up and lend a hand so that Broomfield can be a community where everyone has a safe place to call home and enough food to eat.

Please join in the cause to bring awareness to and take action to mitigate hunger and [homelessness](#) in Broomfield. Broomfield residents are encouraged to support local nonprofits such as:

- Broomfield FISH is the local food bank and family resource center serving low-income Broomfield residents. FISH offers food, housing stability programs and one-on-one advocate support to those in need. More information about how you can support Broomfield FISH's mission can be found [here](#).
- Community Food Share works to eliminate hunger in Boulder and Broomfield Counties. Volunteering info can be found [here](#).
- Almost Home empowers self-sustainability by providing resource navigation, guidance, and assistance to those experiencing housing instability. Almost Home's outreach and shelter programs have served Broomfield since 2021, including the Severe Weather Activation Program (SWAP) since 2022. More information about volunteering with Almost Home can be found [here](#).
- The Refuge, a hub for healing community and social action that has served Broomfield and the North Metro area since 2006, and includes: The Refuge Cafe, Mobile Outreach Team, Health Care Advocacy, Peer Support, and Laundry Love in addition to many other programs supporting vulnerable neighbors. More information about volunteering with The Refuge can be found [here](#).
- A Precious Child, a Broomfield organization with regional impact, is focused on preventing homelessness and empowering children and families. Volunteers are needed year-round to help sort, organize and stock their Resource Center store floor so families can shop in a dignified manner. More information about volunteering with A Precious Child can be found [here](#).

The following community events will also be held in recognition of these important community issues:

- The [Broomfield Housing Solutions Forum](#) is a collection of local stakeholders and on-the-ground agencies and it will be holding its next community gathering on Thursday, Nov. 20, from 3-5 p.m., at the second-floor conference room at 6 Garden Center.
- The [Broomfield Housing Stability Task Force](#) will be holding a "Housing Heroes" Orientation for community members interested in raising awareness about local housing challenges on Wednesday, Nov. 12, from 6-7:30 p.m., hosted at FRIENDS of Broomfield, 11851 Saulsbury St.
- FISH is most in need of funds to purchase critical food items for the holidays. Learn more about the [Adopt a Shelf program](#) and how you can support this effort.
- The Refuge will host the Refuge Cafe Thanksgiving Lunch on Tuesday, November 24th, at 11 a.m., and the Refuge Annual Thanksgiving Feast on Sunday, November 23rd, at 5 p.m.
- Point-in-Time Count: Volunteer to support the Broomfield community survey by contacting our [Homelessness Navigator](#).
- Check out the [Food Security Network Holiday Guide](#) to see for ways to help.

Kathy Escobar (The Refuge), Andrea Gamboa (The Refuge), and Dayna Scott (Broomfield FISH) will be at the meeting to accept the proclamation.



# Proclamation

---

## PROCLAMATION DECLARING NOVEMBER 16-22, 2025, AS HUNGER & HOMELESSNESS AWARENESS WEEK

- WHEREAS, the City and County of Broomfield, Colorado, supports National Hunger & Homelessness Awareness Week, recognizing the importance of both increasing awareness of the broad reach of homelessness and hunger, and demanding bold action from a broad coalition of community and state partners across government, business, the nonprofit sector, and residents alike; and
- WHEREAS, it is unacceptable in a prosperous and generous nation to have food insecurity, with [nationally 13.5% of households reporting food insecurity and 17.9% of families with children being food insecure](#) and posing risks to the long-term health and well-being of thousands of children across the state; and
- WHEREAS, in partnership, the City and County of Broomfield and many organizations and initiatives, such as [A Precious Child, Almost Home, Broomfield FISH, Broomfield Meals on Wheels, Community Food Share, Conscious Alliance, Project Angel Heart, and The Refuge](#), as well as the [Broomfield Housing Solutions Forum](#) and the [Broomfield Housing Stability Task Force](#), are committed to building well-being by connecting residents to available services, implementing public policy initiatives, and encouraging all Coloradans to learn more, speak up and lend a hand so that Broomfield can be a community where everyone has a safe place to call home and enough food to eat; and
- WHEREAS, hunger and homelessness are solvable issues and every resident is encouraged to speak up in support of efforts to end homelessness and hunger and take actions such as volunteering, donating needed items, and supporting efforts by public leaders to increase affordable housing opportunities and food security with the goal of making homelessness and hunger history within our community, within our state, and within our lifetime.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim November 16-22, 2025 as:

## **HUNGER AND HOMELESSNESS AWARENESS WEEK IN BROOMFIELD**

In witness whereof, I hereunto set my hand and official seal on this the 18<sup>th</sup> day of November 2025.

---

Guyleen Castriotta  
Mayor





# City and County of Broomfield

## City Council Regular Meeting

---

### D. Proclamation - Declaring November 29, 2025 National Small Business Saturday

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Petitions and Communications Item: 2D.
Presented By	
Victoria Tran, Business Development Manager	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Small Business Saturday is a national program encouraging customers to support small businesses in communities across the nation. One of the primary themes is for shoppers to patronize their local small business' retailers and restaurants on the Saturday after Thanksgiving, one of the busiest shopping days of the year. This year, Small Business Saturday falls on November 29, 2025. The City and County of Broomfield, Colorado, celebrates our local small businesses and the contributions they make to our local economy and community.

### **Attachments**

[Proclamation -Small Business Saturday 11-29-2025 - Memo.pdf](#)

[Attachment 1- Proclamation - Small Business Saturday 11-29-2025.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Small Business Saturday is a national program encouraging customers to support small businesses in communities across the nation. One of the primary themes is for shoppers to patronize their local small business' retailers and restaurants on the Saturday after Thanksgiving, one of the busiest shopping days of the year. This year, Small Business Saturday falls on November 29, 2025. The City and County of Broomfield, Colorado, celebrates our local small businesses and the contributions they make to our local economy and community. Attached is a proclamation declaring November 29, 2025, as Small Business Saturday in Broomfield.

To recognize Small Business Week, the Economic Vitality Department is hosting and advertising the Eat Local Program guide, dedicated to listing local restaurants and meal deals that foodies can find at Broomfield businesses.

## Financial Considerations

N/A

## 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



# *Proclamation*

## **PROCLAMATION DECLARING NOVEMBER 29, 2025, AS SMALL BUSINESS SATURDAY**

- WHEREAS, *The City and County of Broomfield celebrates our local small businesses and the contributions they make to our local economy; and*
- WHEREAS, *The City and County of Broomfield continues to support our small businesses through efforts like our Enhance Broomfield Forgivable Loan, Entrepreneur Microgrant, Eat Local Restaurant Guide, topical workshops, and Broomfield Business Week Offerings; and*
- WHEREAS, *While Small Business Saturday is endorsed by a number of public and private entities, like the Small Business Administration, public and customer awareness is still increasing; and*
- WHEREAS, *Small Business Saturday is a critical day for many small businesses, as it increases awareness of local shopping and dining options, and it accounted for \$22 billion in spending on Small Business Saturday last year; and*
- WHEREAS, *American Express notes that 64% of respondents to the 2024 Consumer Insights Survey said they shop a small, independently owned retailer or restaurant on Small Business Saturday in 2024; and*
- WHEREAS, *Research found that 68 dollars of every one hundred dollars spent at a small business in the U.S. stays in the local economy and that every one hundred dollars spent at small businesses creates an additional 43 dollars in local business activity; and*
- WHEREAS, *The City and County of Broomfield wishes to encourage all residents to support our local businesses that create jobs, boost our local economy, and make our community the thriving place we enjoy.*

**NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim November 29, 2025 as:**

## **SMALL BUSINESS SATURDAY IN BROOMFIELD**

*In witness whereof, I hereunto set my hand and official seal on this the 18th day of November, 2025.*

---

**Guyleen Castriotta**  
Mayor



# City and County of Broomfield

## City Council Regular Meeting

---

### A. Minutes for Approval

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Consent Items Item: 6A.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

## Overview

[View Presentation](#)

Approval of Minutes for Regular Council Meeting of October 28, 2025.

### Attachments

[October 28, 2025 6A. Minutes for Approval-Minutes-for-Approval \(6\).pdf](#)



## **Minutes for the City Council Regular Meeting**

One DesCombes Drive, Broomfield, CO 80020

October 28, 2025, 6:00 PM - October 28, 2025, 8:51 PM

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

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

### **Not Present:**

- **Bruce Leslie**, Ward 4

### **Also Present:**

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

The Mayor called a recess at 8:15 p.m. The meeting reconvened at 8:26 p.m.

## **1. Meeting Commencement**

---

1.A. Pledge of Allegiance- 6:04 PM

1.B. Review and Approval of Agenda- 6:04 PM

## **2. Petitions and Communications**

---

## **3. Councilmember Reports**

---

## **4. Public Comment**

---

## **5. Reports**

---

5.A. Expense Report for Elected Officials- 3rd Quarter 2025- 6:19 PM

## **6. Consent Items**

---

Councilmember Henkel moved to approve Consent Items 6A-6E. The motion was seconded by Councilmember Nguyen, and passed 9-0.

6.A. Minutes for Approval- 6:26 PM

6.B. Resolution - Mile High Water License Approval- 6:26 PM

6.C. Resolution - Assignment of 2025 Private Activity Bonds (PAB) to the Broomfield Housing Alliance (BHA)- 6:26 PM

6.D. Resolution - Board of Equalization (BOE) - Appointing Daisy Glassburn as an Arbitrator- 6:26 PM

6.E. Executive Session Request for Legal Advice Related to a Conservation Easement- 6:26 PM

## **7. Action Items**

---

7.A. Resolution - City and County Proposed Revised 2025 Budget and 2026 Budget- 6:31 PM

Councilmember Ward moved to approve Resolution No. 2025-141 approving the 2nd Amendment to the 2025 Broomfield Budget. The motion was seconded by Councilmember Henkel, and passed 9-0.

Mayor Pro Tem Shaff moved to approve Resolution No. 2025-142 approving the 2026 Broomfield Budget. The motion was seconded by Councilmember Henkel, and passed 9-0.

7.B. Resolution - Broomfield Urban Renewal Authority (BURA) Proposed Revised 2025 Budget and 2026 Budget - 6:58 PM

BURA Public Hearing was opened at 6:53 PM and closed at 6:58 PM

Authority Member - Law-Evans moved to approve Resolution No. 2025-143-UR approving the 2nd Amendment to the 2025 BURA Budget. The motion was seconded by Authority Member Henkel, and passed 11-0.

Authority Member Henkel moved to approve Resolution No. 2025-144-UR approving the 2026 BURA Budget. The motion was seconded by Authority Member Nguyen, and passed 11-0.

7.C. Resolution - Arista Local Improvement District (ALID) Proposed 2026 Budget - 6:58 PM  
ALID Public Hearing was opened at 6:58 PM and closed at 7:00 PM

Authority Member Henkel moved to approve Resolution No. 2025-145-AID approving the 2026 Arista Local Improvement District (ALID) Budget. The motion was seconded by Authority Member Ward, and passed 9-0.

7.D. Public Hearing - Ordinance Second Reading - Amending Water, Sewer, Reclaimed and Stormwater Fees - 7:01 PM

Councilmember Nguyen moved to approve Ordinance No. 2286 amending Title 13 of the Broomfield Municipal Code to change water, wastewater, reclaimed wastewater, and stormwater fees and service charges. The motion was seconded by Mayor Pro Tem Shaff, and passed 6-3, with Councilmembers Marsh-Holschen, Henkel, and Cohen voting no.

7.E. Public Hearing - Ordinance Second Reading - Enterprise Revenue Bonds and Police Building Certificate of Participation - 7:08 PM

Public Hearing was opened at 7:08 PM and closed at 7:14 PM

Councilmember Delgadillo moved to approve the second reading and order published in full Ordinance No. 2288 for Enterprise Revenue Bond (Water). The motion was seconded by Councilmember Ward, and passed 9-0.

Councilmember Anderson moved to approve the second reading and order published in full Ordinance No. 2289 for Enterprise Revenue Bond (Sewer). The motion was seconded by Councilmember Nguyen, and passed 9-0.

Councilmember Marsh-Holschen moved to approve the second reading and order published in full Ordinance No. 2290 for Police Building Certificate of Participation. The motion was seconded by Councilmember Henkel, and passed 9-0.

7.F. Resolution - Approval of the Continuation of the Partial Property Tax Refund (PPTR) Program and Utility Rate Assistance Fund (URAF) Program - 7:16 PM

Councilmember Henkel moved to approve Resolution No. 2025-153 approving the Continuation of the Utility Rate Assistance Fund (URAF) Program. The motion was seconded by Councilmember Ward, and passed 9-0.

Councilmember Anderson moved to approve Resolution No. 2025-154 approving the Continuation of the Partial Property Tax Refund (PPTR) Program. The motion was seconded by Councilmember Henkel, and passed 9-0.

## 7.G. Resolution - Water Tanks Construction Agreement- 7:27 PM

Councilmember Nguyen moved to approve Resolution No. 2025-131 authorizing the Guaranteed Maximum Price (GMP) to the Construction Agreement with Garney Construction. The motion was seconded by Councilmember Ward, and passed 9-0.

Councilmember Ward moved to approve Resolution No. 2025-137 authorizing the Consulting Agreement with Burns & McDonnell Engineering, Inc. The motion was seconded by Councilmember Marsh-Holschen, and passed 9-0.

Mayor Pro Tem Shaff moved to approve Resolution No. 2025-152 expressing the intent of the City and County of Broomfield to be reimbursed for certain expenses relating to the construction of water improvements. The motion was seconded by Councilmember Nguyen, and passed 9-0.

## 7.H. Public Hearing - Ordinance Second Reading - Water and Sewer License Purchase and Refund Requirements and Timing - 7:51 PM

Public Hearing was opened at 7:51 PM and closed at 7:53 PM

Councilmember Anderson moved to approve on second reading and order published by title Ordinance No 2287 amending Chapter 13-02 Water License and Chapter 13-08 Sewer Licenses. The motion was seconded by Councilmember Ward, and passed 9-0.

## 7.I. Resolution - Broomfield Business Center (BBC) Metropolitan District Service Plan Amendment - 7:54 PM

Councilmember Marsh-Holschen moved to approve Resolution No. 2025-148 approving an Amendment to the First Amended and Restated Service Plan for Broomfield Business Center (BBC) Metropolitan District. The motion was seconded by Councilmember Nguyen, and passed 9-0.

## 8. Mayor and Councilmember Requests for Future Action

---

8.A. Councilmember Ward's Request for Future Action for City Council to Adopt a Resolution Demanding RTD Reserve FISA Funds for FasTracks Completion and Seek Alternative Funding for Bus Replacements- 8:49 PM

## 9. Adjournment

---

### APPROVED:

---

Mayor Castriotta

---

Office of the City and County Clerk



# City and County of Broomfield

## City Council Regular Meeting

### B. Resolution - Nonprofit Funding to Broomfield Community Foundation for Grant Administration Services

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Lisana Muñoz, Director of Human Services	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution 2025-159, if approved, would authorize the continued use of Broomfield Community Foundation (BCF) as grant administrator and distributor for Tier 1 and Tier 2 grants and would authorize \$863,501 as Broomfield's contribution for these grants and grant administration services. This contract amendment ensures approval of BCF to distribute the applicable Tier 1 and 2 funding for 2026.

### Attachments

[Memo for BCF Nonprofit Grants Administration 2025-11-18.pdf](#)

[Resolution 2025-159 \(BCF\).pdf](#)

[Complete with DocuSign BCF Amendment 5 \(2027\).pdf](#)

## Summary

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

This memo addresses resolutions to approve grant agreements with the Broomfield Community Foundation, which require Council approval.

On August 13, 2024, City Council approved [Resolution 2024-108](#) amending the policy on community outlays for public purposes for the Department of Human Services (DHS) Nonprofit Grant Program. This policy designates that Case Management Agencies (CMA or agencies) will have their funding request reviewed directly by City Council as part of the City’s annual budget process. In addition, agencies identified as providing critical community, human services-related needs as determined by DHS have provided an initial application to have their funding request reviewed directly by DHS Management and where applicable, enter into base plus three-year agreements and be provided with direct funding. This group of agencies will include the Broomfield Community Foundation (BCF) for the Broomfield Community Services Network (BCSN) because of the unique role it serves in the community.

All other requests for grants or awards of funds for the public purposes of supporting the health, welfare, and human services for the residents of the City and County of Broomfield are directed to the Broomfield Community Foundation (BCF) and the Department of Human Services (DHS) based on funding tiers. Historically, BCF has been the primary agency administering and reviewing Tier 1 grants. For Tier 2 grants, BCF has collaborated with DHS in administering and reviewing applications. DHS has been and will remain solely responsible for administering and reviewing Tier 3 grants. Both BCF and DHS utilize a formal, competitive application review process to evaluate proposals, ensuring they augment existing programs or address unmet needs in the community that are not already fulfilled by DHS or other organizations. The policies provide that these grants are limited to organizations that provide services that benefit City and County of Broomfield residents. The 2026 Budget for these purposes is \$1,857,803 plus an additional \$115,000 contributed by BCF.

Resolution 2025-159, if approved, would authorize the continued use of BCF as grant administrator and distributor for Tier 1 and Tier 2 grants for the fee of \$30,000 and would authorize \$833,501 as Broomfield’s contribution for Tier 1 and 2 funding for 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
Developmentally Disabled and Mental Health (08-90100-53164)	\$1,857,803
DHS Tier 3 Nonprofit Grant Funding and BCF Nonprofit Grant for Broomfield Community Services Network (Agency-Specific Amounts To Be Determined Subject to Council Approval in January 2026)	-\$994,302

Sources and Uses of Funds	Amount
Broomfield Community Foundation Grant Administration Fee	-\$30,000
Tier 1 & 2 Funding from Broomfield	-\$833,501
Projected Balance	\$0

\*The Broomfield Community Foundation is contributing One Hundred and Fifteen Thousand dollars (\$115,000.00) in addition to the City and County of Broomfield's amount for Tier 1 and 2 funding so the total Tier 1 and 2 funding from both organizations is Nine Hundred Forty-Eight Thousand Five Hundred and One dollars (\$948,501.00).

## Prior Council or Other Entity Actions

[Resolutions No. 2024-22, -23, and -24](#) - Council approved the 2024 grant funding to nonprofit agencies.

[Resolutions No. 2024-100, -107, and -108](#) - Council approved the 2024 additional grant funding to nonprofit agencies and the amended policy and process.

[Resolution No. 2025-29, -30, -31, and -32](#) - Council approved the 2025 grant funding to nonprofit agencies.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the contract amendment with the Broomfield Community Foundation, the appropriate motion is...

That Resolution 2025-159 be adopted.

## Alternatives

Do not approve the contract amendment.

## Background

### Community Grants Policy Overview

In August 2024, Council approved [additional funding to nonprofit grant recipients](#) as a result of increased property tax revenue and [policy updates](#). These policy updates included [Community Center Boards \(CCB\) Case Management Redesign](#), codifying the Broomfield Community Foundation Partnership for grant administration services, and piloting direct funding to critical community, human services-related needs to enter into base plus three-year agreements with agencies aligned with addressing those critical needs.

### Continuous Process Improvement

Human Services continually seeks to refine and improve the grant application and funding process. For that purpose, the following changes have been implemented in recent years as related to the Broomfield Community Foundation:

- 2023/24 partnership with the Broomfield Community Foundation for grant administration:
  - Pre-qualifying form to ensure agencies adhered to funding restrictions.
  - Strategic allocation of Tier 1 funding through a partnership with the Broomfield Community Foundation (BCF):
    - BCF to focus on new and smaller organizations by supporting these organizations' development and improving their ability to achieve outcomes for Broomfield residents;
    - DHS to work more closely with larger established community partners on systems-level collaboration for greater community-wide impact;
    - BCF, DHS, and all of our community partners to use a shared language for measurement and outcomes thereby increasing collaboration and effectiveness in the Broomfield community network;
    - Awarded funding indicates the endorsement of both BCF and DHS.
- 2025 Process Improvements:
  - Updates to policy including changes from CCB to CMA, codifying BCF grant administration involvement, and base plus three-year agreements and direct funding for the Broomfield Community Foundation's Broomfield Community Services Network and other identified agencies providing critical community, human services-related needs.
- 2026 Process Improvements:
  - BCF continued to refine application and scoring procedures to streamline the experience for applicants and volunteer reviewers. BCF centrally reviewed and managed all Tier 1 and Tier 2 applications, consolidating those reviews within each subject-matter area. BCF implemented a staggered review timeline to reduce bottlenecks and inefficiencies, and updated scoring rubrics/templates to speed evaluations and improve consistency.

## **Grant Application Review Process**

Building on its growing partnership with the Broomfield Community Foundation (BCF), the Department of Human Services (DHS) further refined its 2025/2026 Grant Review process to establish a more collaborative model of grant management. As part of this evolving framework, BCF—whose primary role includes managing grants and supporting nonprofits serving Broomfield residents—has assumed greater responsibility for evaluating, administering, and managing grant applications and funding awards.

This year, BCF managed 68 of 79 total requests, overseeing every stage from prequalification and application submission to review, interviews, volunteer coordination, and notifications for both Tier 1 and Tier 2 organizations. BCF will also manage contracting and reporting for Tier 1 and Tier 2 grantees receiving 2026 awards. This shift substantially reduces the administrative workload for DHS staff, allowing them to focus more on strategic priorities and direct service delivery.

BCF convened 7 service-specific grant review subcommittees consisting of more than 30 community members and 11 members of the BCF Board of Directors. Each subcommittee was chaired by at least one Board member and included a reviewer with financial expertise. BCF executive staff attended every committee meeting to facilitate discussion, ensure consistency, and record final funding recommendations.

In early October, all reviewers attended at least one training session to ensure a clear understanding of the review process and access to online materials. Each reviewer was then provided digital access to application



packets containing the organization's application, prior grant report (if applicable), key financial documents (profit and loss statement, balance sheet, Form 990, and audit or annual report if available), and letters of support. Tier 2 applications also required additional evidence of community need, stakeholder engagement, measurable outcomes, and quality standards.

Nineteen organizations participated in 30-minute online interviews attended by at least two BCF staff members and available volunteer reviewers. Applicants provided background, answered questions, and discussed their proposed projects; notes were shared with the relevant subcommittees. Reviewers then completed a comprehensive scoring form evaluating each application across four areas: Grant Narrative, Broomfield Impact, Program Spending Plan, and Financial Health. Criteria included organizational purpose, community impact, financial planning, and performance metrics, with points assigned for impact, effectiveness, and alignment with funding priorities. This structured process ensured holistic, mission-aligned, and accountable grantmaking. After scoring, all subcommittees convened in person to discuss results and finalize recommendations to the BCF Board of Directors and DHS management.

BCF will administer all grant contracts and reporting functions for Tier 1 and Tier 2 organizations. DHS service agreements will be executed with three Tier 3 agencies and with BCF for Tier 1 administration to ensure that grant funds are expended as outlined in the approved proposals.

**RESOLUTION NO. 2025-159**

A resolution approving the Fifth Amendment to Agreement with Broomfield Community Foundation for Grant Administration Services

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

**Section 1.**

The Fifth Amendment to Agreement by and between the City and County of Broomfield and the Broomfield Community Foundation, in the amount of \$863,501.00, for 2026 Tier 1 and 2 grant funding and 2027 Grant Administration 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 amendment, in form approved by the City and County Attorney.

**Section 3.**

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

Approved on November 18, 2025.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

*NCR*

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

FIFTH AMENDMENT TO THE AGREEMENT FOR GRANT ADMINISTRATION SERVICES BETWEEN THE CITY  
AND COUNTY OF BROOMFIELD AND BROOMFIELD COMMUNITY FOUNDATION

1. PARTIES. The parties to this Fifth Amendment (this “Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and Broomfield Community Foundation (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”

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

2.1. The Parties entered into a service Agreement for Grant Administration Services, dated July 21, 2022, for 2023 calendar year grant administration services, as amended by that certain First Amendment clarifying grant funding and administration fees for 2023 dated January 23, 2023, that certain Second Amendment effective as of August 1, 2023 clarifying funding for the 2024 calendar year program, that certain Third Amendment dated August 14, 2024 finalizing funding for the 2024 calendar year as additional funding was available mid-year and setting the grant administration fee for 2025 services, and that certain Fourth Amendment dated August 1, 2025 for grant funding for 2025 (collectively, the “Agreement”).

2.2. The Parties to this Fifth Amendment desire to distribute Tier 1 and 2 grant funding to eligible nonprofits for 2026 and extend the Agreement for grant administration services for calendar year 2027.

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

3.1. The Term of the Agreement is hereby amended to extend from August 1, 2025, through July 31, 2026. The Contractor agrees to continue to provide all services required in accordance with the Agreement and any prior amendments thereto throughout this extended Term.

3.2. Price and Payment.

3.2.1 *Grant Funding for 2026*. The total Contract Price for the 2026 funding year for the Contractor is Eight Hundred and Thirty-Three Thousand Five Hundred and One dollars for Tier 1 and 2 funding (\$833,501.00) plus the additional Grant Administration Fee described in Section 3.2.2 below of \$30,000, which brings the total Contract Price to Eight Hundred Sixty-Three Thousand Five Hundred and One dollars (\$863,501.00). The Broomfield Community Foundation is contributing One Hundred and Fifteen Thousand dollars (\$115,000.00) in addition to this contract amendment amount for Tier 1 and 2 funding so the total Tier 1 and 2 funding from both organizations is Nine Hundred Forty-Eight Thousand Five Hundred and One dollars (\$948,501.00).

3.2.2 *Grant Administration Fee for 2027*. The City has agreed to pay the Contractor a Grant Administration Fee for services. Per the August 2024 approved City Council policy, this fee is paid in the year the services are incurred. As such, the City shall

pay in 2026, the Grant Administration Fee for the grant funding which will occur in 2027, as the services for all of that work will be completed in 2026. The total Grant Administration Fee for services provided in calendar year 2026 for the 2027 grant funding program shall not exceed Thirty Thousand dollars (\$30,000.00).

### 3.3 Scope of Work Clarifications.

3.3.1 *New Unused Funds Scope of Work.* A new Section V is added as follows:

“V. Unused Funds.

- A. To the extent a grant recipient (either Tier 1 or Tier 2) is unable to expend its funding in any calendar year, the grant recipient shall be required to return any unused grant funds to the Contractor who shall then return the City and County of Broomfield portion of the funds to the City and County of Broomfield, Department of Human Services.
- B. Any returned grant funding shall be placed in the City and County of Broomfield account and reallocated for projects in the next calendar year, unless the City determines in its sole and absolute discretion that such funds may be distributed in the current year by the City in accordance with the current policy on community outlays for public purposes.

3.4 Contractor's Certificate of Insurance is attached hereto as Exhibit A and incorporated herein by this reference.

4. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.

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

This Fifth Amendment is executed by the Parties hereto in their respective names as of November 18, 2025.

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

---

Mayor

APPROVED AS TO FORM:

---

City and County Attorney's Office

CONTRACTOR:

Broomfield Community Foundation

By: Dion West  
Name: Dion West, Executive Director  
Address: 42 Garden Center, Broomfield, CO 80020

**Exhibit A**

**CERTIFICATE OF INSURANCE**

## Certificate Of Completion

Envelope Id: 2D300F08-FAEF-468A-9E5E-78F5F6566E28

Status: Completed

Subject: Complete with Docusign: BCF Amendment 5 (2027 Grant Admin Fee\_2026 Tier 1 and 2 Funding) 2026-2...

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Mandy Walke

AutoNav: Enabled

1 DesCombes Dr

Envelopeld Stamping: Enabled

Broomfield, CO 80020

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

awalke@broomfield.org

IP Address: 66.33.8.161

## Record Tracking

Status: Original

Holder: Mandy Walke

Location: DocuSign

11/3/2025 1:19:52 PM

awalke@broomfield.org

## Signer Events

### Signature

### Timestamp

Dion West

dion@broomfieldfoundation.org

Security Level: Email, Account Authentication  
(None)

*Dion West*

Sent: 11/3/2025 1:21:01 PM

Viewed: 11/3/2025 1:24:57 PM

Signed: 11/3/2025 1:28:16 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2601:280:4980:e0:dd73:4449:1f0a:9f10

## Electronic Record and Signature Disclosure:

Accepted: 11/3/2025 1:24:57 PM

ID: 71121f56-5035-467a-95ab-51adb1568147

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

11/3/2025 1:21:01 PM

Certified Delivered

Security Checked

11/3/2025 1:24:57 PM

Signing Complete

Security Checked

11/3/2025 1:28:16 PM

Completed

Security Checked

11/3/2025 1:28:16 PM

## Payment Events

### Status

### Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City and County of Broomfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City and County of Broomfield:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise City and County of Broomfield of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [info@broomfield.org](mailto:info@broomfield.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City and County of Broomfield**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [info@broomfield.org](mailto:info@broomfield.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City and County of Broomfield**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [it-devops@broomfield.org](mailto:it-devops@broomfield.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City and County of Broomfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City and County of Broomfield during the course of your relationship with City and County of Broomfield.



# City and County of Broomfield

## City Council Regular Meeting

### C. Resolution - White Sands Water Engineer Agreement

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

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

[View Presentation](#)

Broomfield's water portfolio is expanding, encompassing 15 direct decrees and interests in several regional water sources, including the Windy Gap and Colorado-Big Thompson projects. Many of these decrees involve intricate exchanges, augmentation, and return flow obligations. Since 2018, White Sands Water Engineers ("White Sands") has provided Broomfield with water rights engineering support.

Staff recommends approval of proposed Resolution No. 2025-111 for Engineering Consulting Services for Water Rights Matters with White Sands Water Engineers, Inc.

### **Attachments**

[Memo for White Sands Water Engineers 2026.pdf](#)

[Resolution No. 2025-111.pdf](#)

[CCOB White Sands Agreement 2026 Signed \(1\).pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

## Proposal

Since 2018, White Sands Water Engineers ("White Sands") has provided Broomfield with water rights engineering support. Jennifer Ashworth, White Sands' Vice President, serves as the lead engineer for Broomfield, a role she has held for over 20 years, including her prior tenure with Leonard Rice Engineers. Ms. Ashworth has also trained Kelsey Haworth, a junior staff hydrogeologist, in Broomfield's water rights, and Ms. Haworth has been a key contributor to our work since 2020. Their combined expertise in water rights and in-depth knowledge of Broomfield's water rights and operations have proven invaluable.

Considering White Sands' exceptional performance and thorough knowledge of Broomfield's water rights, no other firms were evaluated for 2026 water rights engineering support. Engaging a different firm would necessitate significant training and effort, risking critical errors as new personnel acquire the required expertise in Broomfield's water rights.

White Sands' work will be funded under dedicated annual CIPs for engineering and legal support, rolled-over Marshall CIP funds, and newly budgeted CIP for the Anthem Ponds, as listed below.

## Background

Broomfield's water portfolio is expanding, encompassing 15 direct decrees and interests in several regional water sources, including the Windy Gap and Colorado-Big Thompson projects. Many of these decrees involve intricate exchanges, augmentation, and return flow obligations.

Modern water decrees are notably complex. For instance, the FRICO Marshall change-of-use decree spans 61 pages, detailing numerous conditions on location, timing, quantity, and type of use, along with specific accounting and measurement requirements. This particular decree faced opposition from 20 entities, and even minor discrepancies in water accounting can trigger legal action. The accounting for the Marshall decree relies on a sophisticated 31-sheet Excel workbook containing hundreds of interconnected formulas. Decisions regarding this accounting demand an expert understanding of water law and real-world physical limitations.

Broomfield relies on Windy Gap and Colorado-Big Thompson projects for its raw water supply. Both sources necessitate daily and monthly operational accounting to ensure compliance with Northern Water's requirements and established decrees. Windy Gap, in particular, is a primary source of reusable water, demanding meticulous tracking of production at water treatment and wastewater recovery facilities, reuse pumping, and storage at Great Western Reservoir.

Broomfield actively monitors new water court cases to identify potential infringements upon its water rights. If a case poses such a threat, Broomfield must intervene. This involves a thorough review of engineering reports and decrees to assess the impact on water rights and to propose conditions for new decrees that minimize injury. As of August 2025, Broomfield was an opposer in 17 active water rights cases on the South Platte River or its tributaries. Each of these cases typically spans 2-3 years, requiring ongoing outside engineering support and the review of successive versions of engineering reports and models.

Broomfield continues its growth, evaluating future acquisition of new water rights and the optimization of existing ones. This requires technical support to quantify potential water source yields, strategize their integration into operations, and develop and implement state-mandated accounting procedures. Furthermore, in accordance with our Marshall decree and agreement with Louisville, we have allocated

funds to commence obtaining a decree for the Anthem Ponds in 2026. This decree will significantly interact with the existing Marshall shares decree and its associated operations.

## Resolution

Staff recommends approval of:

- Proposed Resolution No. 2025-111 for Engineering Consulting Services for Water Rights Matters with White Sands Water Engineers, Inc.

## Financial Considerations

As shown in the sources and uses of funds summary below, the anticipated water rights engineering work can be completed within the budgeted amount.

Use of Funds	Amount
40-70591-55600 (0AZ0003) - Water Fund - Engineering and Legal Services	\$40,000
Balance	\$90,041
47-70791-55600 ( 0AZ0040) - Reuse - Engineering and Legal Services	\$100,000
Balance	\$250,000
40-70591-55600 (20P0056) - Marshall Change Case, Water 50% share	\$20,000
Balance	\$33,551.51
47-70791-55600 (20P0056) - Marshall Change Case, Reuse 50% share	\$20,000
Balance	\$33,551.49
Anthem Ponds Water Rights (Account TBD)	\$100,000
Budgeted for 2026 (Pending City Council approval)	\$250,000
<i>Total ceiling on White Sands agreement for 2026</i>	<i>\$280,000</i>

## Prior Council Actions

[Resolution 2021-190](#): On November 9, 2021, Council approved an agreement with White Sands Water Engineers for water rights engineering and related services for 2022. That agreement was renewed, as permitted by Resolution 2021-190, for three additional terms in 2023, 2024 and 2025.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the agreement with White Sands Water Engineers, the appropriate motion is...

**That Resolution 2025-111 be adopted.**

## **Alternatives**

Do not approve this agreement. This would result in staff needed to identify a different water resources engineering consultant to provide these services and would result in a gap in these critical services while a new consultant is identified and while they gain the necessary understanding of Broomfield's water resources portfolio.

**RESOLUTION NO. 2025-111**

A resolution approving a Consulting Agreement with White Sands Water Engineers, Inc. for the Provision of Engineering Consulting Services for Water Rights Matters.

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

**Section 1.**

The agreement attached hereto by and between the City and County of Broomfield and White Sands Water Engineers, Inc., for the Provision of Engineering Consulting Services Related to Water Rights Matters in an amount not to exceed \$280,000.00, is approved.

**Section 2.**

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

**Section 3.**

The term of the agreement shall be through December 31, 2026. The City and County Manager or a designee thereof is authorized, following negotiations for any price changes, to renew the agreement on an annual basis for three additional one-year terms, subject to funds being budgeted and made available therefore.

**Section 4.**

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

Approved on November 18, 2025.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

*NCR*

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

CONSULTING AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND WHITE SANDS  
WATER ENGINEERS, INC. FOR THE PROVISION OF ENGINEERING CONSULTING SERVICES FOR WATER  
RIGHTS MATTERS.  
(Version Update 2.11.2025)

1. PARTIES. The parties to this Consulting Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and White Sands Water Engineers, Inc. (the “Consultant”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.
  - 2.1. The City desires to obtain consulting services in connection with water resources engineering to protect the City’s water rights, develop water rights accounting, and provide as needed consulting services pertaining to water rights and water rights engineering (the “Project”).
  - 2.2. The Consultant provides professional services and is qualified to perform services required by the City for the Project.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Obligations of the Consultant.
    - 3.1.1. *General*. The Consultant shall consult with, advise, and represent the City as the City requires during the term of this Agreement. The Consultant shall act at the direction of the City employee assigned by the City to the Project as Project Manager. The Consultant shall communicate with the City about the Project only through the Project Manager.
    - 3.1.2. *Basic Services*. The Consultant shall perform the Basic Services described in Exhibit A attached hereto and incorporated by this reference and elsewhere in this Agreement.
    - 3.1.3. *Extra Services*. Upon the express, written approval of the City, the Consultant shall perform Extra Services. The Consultant shall charge the City for such Extra Services, if any, in accordance with such terms as the City may agree to in writing.
    - 3.1.4. *Authorization to Proceed*. No work on the Project shall be performed by the Consultant until written Authorization to Proceed has been issued by the City. If the Consultant proceeds with any work prior to receipt of said Authorization, the City is not responsible for payment for such work.
    - 3.1.5. *Completion Date*. The Consultant will provide ongoing water rights engineering services, both Basic and Extra Services, with completion dates directed by the City’s authorized representative for various tasks assigned.
  - 3.2. Obligations of the City.
    - 3.2.1. *General*. The City shall direct the work and coordinate reviews, approvals, and authorizations of all stages of work. All approvals and authorizations shall be in writing.



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

3.2.3. *Materials and Services to be Furnished by the City.* The City agrees to furnish the Consultant any material in the possession of the City to the extent that such material, in the opinion of the Project Manager, is readily available and will assist the Consultant in performing the work. The Consultant agrees to request such material in advance so as not to jeopardize the work schedule or meeting arrangements. The City shall not unreasonably withhold such material.

3.3. Commencement and Completion.

3.3.1. The Consultant shall commence work as directed by the City but no sooner than January 1, 2026.

3.3.2. This agreement shall be effective from January 1, 2026 through December 31, 2026. This agreement may be renewed for three successive one year periods upon the same terms and conditions of this Agreement provided any such renewal is made upon mutual written consent of both parties, which consent is executed at least 30 days in advance of the annual termination date. Such renewal is a prerogative of the City and not a right of the Consultant.

3.3.3. If due to Acts of God, public emergency, or acts of a public enemy, it becomes apparent that this Agreement cannot be fully completed within the agreed time, the Consultant shall so notify the City in writing at least thirty days prior to any scheduled completion date, in order that the Consultant and the City may review the work accomplished to date and determine whether to amend this Agreement to provide additional time for completion.

3.4. Payments to Consultant.

3.4.1. *Aggregate Limit.* Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will not exceed \$280,000, including reimbursables. The Consultant will complete the Work for the amount shown.

3.4.2. *Billing.* The Consultant shall bill the City monthly for work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City.

3.4.3. *Payment by City.* The City will pay each bill in full within 30 days of receipt of payment request and supporting documentation. Consultant shall furnish such additional documentation as the City shall reasonably require. Incorrect payments to the Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Agreement or other contracts between the City and the Consultant.

3.4.4. *Inspection of Records.* The Consultant will permit the authorized agents and employees of the City at reasonable hours, to inspect, review, and audit all records of the Consultant related to this project and the work to be performed hereunder.

3.5. Termination.

- 3.5.1. *For Cause.* This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least five (5) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach.
- 3.5.2. *Without Cause.* In addition to the foregoing, this Agreement may be terminated by the City, in whole or in part, for its convenience and without cause of any nature by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further services 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 Consultant 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.
- 3.5.3. *Upon Termination.* In the event of such termination, the Consultant will be paid for all services rendered to the date of termination, and upon such payment, all obligations of the City to Consultant under this Agreement will cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 3.6. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultant hereunder. Such suspension may be accomplished by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep its total charges to the City for services under the Agreement to the minimum.
- 3.7. Laws to be Observed. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
- 3.8. Permits and Licenses. The Consultant shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of its services.
- 3.9. Patented Devices, Materials, and Processes. The Consultant shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark, or copyright and shall indemnify the City for any costs, attorney's fees, expenses and damages which it might be obligated to pay by reason of infringement, at any time during the prosecution or after completion of the work.
4. INSURANCE AND INDEMNIFICATION.

#### 4.1. Standard of Care.

- 4.1.1. *Professional Liability.* The Consultant shall exercise in its performance of the Basic Services and Extra Services, if any, the standard of care normally exercised by locally recognized consulting organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.
- 4.1.2. *Indemnification.* The Consultant shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the performance of the Basic Services or Extra Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph 4.1.2. Further, this indemnification is intended to comply with and be subject to Section 13-50.5-102 (8), C.R.S. as amended from time to time.
- 4.1.3. *No Limitation on Claims.* In any and all claims against the City or against any of its agents or employees by any employee of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 4.1.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subconsultant under Workers' Compensation Act of Colorado or other employee benefit legislation.

#### 4.2. Insurance.

- 4.2.1. *Purchase and Maintain Insurance.* In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance, from an insurer with an AM Best FSR rating of A- or higher, of the kind, in the amounts, and subject to the conditions shown in the Insurance Requirements attached as Exhibit C.
- 4.2.2. *Coverage.* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-referenced insurance.
- 4.2.3. *Valuable Papers.* Furthermore, the Consultant shall carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data related to the services covered by

this Agreement in the event of their loss or destruction until such time as the final submission by the Consultant has been made and accepted by the City.

5. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) the City requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. The City must approve a substitute Consultant Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
  - 5.1. The City designates its Water Resources Superintendent as the authorized representative of the City under this Agreement. Email address is [mlorie@broomfield.org](mailto:mlorie@broomfield.org).
  - 5.2. Consultant designates Jenninifer Ashworth as the authorized representative of the Consultant under this Agreement. Email address is [jennifer.ashworth@whitesandswater.com](mailto:jennifer.ashworth@whitesandswater.com).

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

6. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
7. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Consultant 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 Consultant under this Agreement. The Consultant 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 Consultant without the express written consent of the City.
8. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.
9. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Consultant. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Consultant. The City's fiscal year is currently the calendar year.

10. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
11. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced Agreement documents or exhibits the former shall supersede.
12. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
13. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.
14. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
15. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
16. DOCUMENTS.
  - 16.1. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the exclusive property of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.
  - 16.2. The City uses Google Workspace (formerly G-Suite), including Google Docs, Sheets and Slides as its management system for City documents and collaboration. The Consultant shall produce all word processed documents, spreadsheets, and slide decks developed for the City under this Agreement using Google Workspace formats, unless otherwise indicated in this Agreement or expressly authorized in writing by the City Representative. No funding or extension on deadlines shall be provided to the Consultant to convert documentation from Microsoft or other format files into Google Workspace formats (i.e. Google Docs and Sheets) or back to the initial format, unless expressly authorized in writing by the City Representative.
17. RECORDS RETENTION. The Consultant shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Consultant for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.

18. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.
19. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.
20. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
21. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
22. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

28. LAWS TO BE OBSERVED. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
29. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
30. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in several 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 \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
City and County Manager  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Attorney's Office



CONSULTANT:

White Sands Water Engineers, Inc


By:   
Name: Jennifer Ashworth  
Address: White Sands Water Engineers, Inc.  
110 N. Rubey Dr., Unit 202  
Golden, CO 80403

EXHIBIT A  
SCOPE OF WORK

White Sands Scope/Budget 2026

<b>Task</b>	<b>Description</b>	<b>Budget ceiling</b>
Water rights protection - General	Proposed Broomfield Reservoir; planning and coordination with legal counsel on case involvement; project management; accounting for CBT substitution; and meetings regarding case involvement.	\$40,000
Water right protection - reuse	Engineering analyses and/or reports in connection with operation and protection of Broomfield's reuse supplies, including but not limited to the following: Heit Pit planning and development; Water Court Resume review; review of cases filed by others and preparation of reports to protect Broomfield's water rights; participation at expert meetings and/or settlement meetings; and assisting legal counsel with engineering to support Broomfield's diligence cases.	\$100,000
Marshall Change Case implementation	Post-decree tasks related to the Marshall Share Change Case No. 20CW3216, including but not limited to the following: pond water level monitoring; call analysis tool development; accounting support; and assist legal counsel with agreements.	\$40,000
Anthem Ponds Water Rights Case	Engineering work to prepare an application and initiate a case for obtaining a decree for the Anthem Ponds (as required under 20CW3216)	\$100,000*
Totals		\$280,000

\*pending budget approval by City Manager and City Council for this new project

EXHIBIT B  
RATE SHEET



**2026 Rate Sheet**

<b><u>Title</u></b>	<b><u>Rate (\$/hr) Range</u></b>
Principal Engineers / Senior Project Managers	\$230 - \$280
Project Managers	\$190 - \$240
Senior Project Engineers / Scientists	\$180 - \$200
Project Engineers / Scientists	\$150 - \$190
Staff Engineers / Scientists	\$120 - \$170
Student Interns	\$80 - \$110
Administrative	\$90 - \$140

EXHIBIT C  
INSURANCE REQUIREMENTS

# City and County of Broomfield Insurance Requirements

## Including General Liability, Automobile, Workers' Compensation, and Professional Liability

### General Requirements (Version dated December 2024)

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

## **Insurance Requirements**

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

### **Commercial General Liability**

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

Minimum limits:

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

### **Automobile Liability**

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

Minimum limits:

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

### **Workers' Compensation**

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

Employer's Liability with minimum limits:

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

### **Professional Liability**

Contractor/Vendor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following coverages:

- Limited Contractual Liability
- If coverage is Claims Made, a retroactive date prior to the inception of the work
- If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased

Minimum Limits:

- \$1,000,000 Per Claim
- \$2,000,000 General Aggregate

## **Deviations**

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



## **Certificate Holder/Certificate of Insurance (COI)**

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

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

City and County of Broomfield  
One DesCombes Drive  
Broomfield, CO 80020-2495  
[certificates@broomfield.org](mailto:certificates@broomfield.org)

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/16/2024

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>4600 S. Ulster Street, Suite 1200</b> <b>Denver, CO 80237</b> <b>800 873-8500</b>		<b>CONTACT NAME:</b> Leticia Ortiz <b>PHONE (A/C, No, Ext):</b> 800 873-8500 <b>E-MAIL ADDRESS:</b> leticia.ortiz@usi.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> <b>White Sands Water Engineers, Inc.</b> <b>110 N. Rubey Drive</b> <b>Suite 202</b> <b>Golden, CO 80403</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Sentinel Insurance Company Ltd.</b> <b>INSURER B : Twin City Fire Insurance Company</b> <b>INSURER C : XL Specialty Insurance Company</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
		<b>NAIC #</b>	
		<b>11000</b>	
		<b>29459</b>	
		<b>37885</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>34SBWPP4473</b>	<b>12/24/2024</b>	<b>12/24/2025</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>34SBWPP4473</b>	<b>12/24/2024</b>	<b>12/24/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	<b>34WEGBU1110</b>	<b>12/24/2024</b>	<b>12/24/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Professional Liability</b> <b>Claims made</b>			<b>DPS5021717</b>	<b>12/24/2023</b>	<b>12/24/2025</b>	<b>\$1,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, insurance (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

<b>City and County of Broomfield</b> <b>c/o Ken Rutt</b> <b>Director of Public Works</b> <b>1 DesCombes Drive</b> <b>Broomfield, CO 80020</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

## DESCRIPTIONS (Continued from Page 1)

policies applies on a primary and non- contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, and Workers Compensation.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.



# City and County of Broomfield

## City Council Regular Meeting

### D. Resolution - Almost Home Fourth Amendment 2026

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Consent Items Item: 6D.
Presented By	
Lisana Muñoz, Director of Human Services	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

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

[View Presentation](#)

[Almost Home, Inc.](#) has provided emergency assistance through its [Severe Weather Activation Plan \(SWAP\) Program](#) to Broomfield County since October 2022. SWAP is an extreme weather hotel/motel voucher program that provides temporary housing for persons experiencing unsheltered homelessness during severe winter weather. Unsheltered homelessness is defined as a “primary nighttime residence that is a public or private place not designed for human habitation.” ([U.S. Department of Housing and Urban Development](#)) Severe weather is defined as at or below 32°F and wet, or 20°F and dry. In 2024, Broomfield and Almost Home entered into a new base-year agreement for program services through the end of 2024. The subsequent three amendments provided services through the end of 2025.

The proposed Fourth Amendment would continue services through 2026 with a contract maximum amount to \$275,000. Currently, DHS has \$275,000 budgeted for SWAP in the existing 2026 budget. The budgeted amount is based on the average number of activations and hotel vouchers issued. Generally, this assumes 30-35 vouchers needed per activation at \$100 per night. The resolution for approval further delegates authority to the City and County Manager to agree to change orders up to 10%, and to renew the agreement for one additional year subject to budget appropriations.

**Attachments**

[Memo for Almost Home Amendment 4 2026 2025-11-18.pdf](#)

[Resolution 2025-158 Approving a Fourth Amendment with Almost Home Inc.pdf](#)

[Almost Home Amendment 4 2026 \(SWAP\).pdf](#)

[Complete\\_with\\_Docusign\\_Almost\\_Home\\_Amendment \(5\).pdf](#)

## Summary

### [View Correspondence](#)

[Almost Home, Inc.](#) has provided emergency assistance through its [Severe Weather Activation Plan \(SWAP\) Program](#) to Broomfield County since October 2022. SWAP is an extreme weather hotel/motel voucher program that provides temporary housing for persons experiencing unsheltered homelessness during severe winter weather. Unsheltered homelessness is defined as a “primary nighttime residence that is a public or private place not designed for human habitation.” ([U.S. Department of Housing and Urban Development](#)) Severe weather is defined as at or below 32°F and wet, or 20°F and dry. In 2024, Broomfield and Almost Home entered into a new base-year agreement for program services through the end of 2024. The subsequent three amendments provided services through the end of 2025.

The proposed Fourth Amendment would continue services through 2026 with a contract maximum amount to \$275,000. Currently, DHS has \$275,000 budgeted for SWAP in the existing 2026 budget. The budgeted amount is based on the average number of activations and hotel vouchers issued. Generally, this assumes 30-35 vouchers needed per activation at \$100 per room per night. The resolution for approval further delegates authority to the City and County Manager to agree to change orders up to 10%, and to renew the agreement for one additional year, subject to budget appropriations.

## 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
Human Services Fund: Operations & Admin-Professional Services-Misc (08-40100-53170)	\$275,000
Almost Home (08-40100-53170) - Proposed Resolution 2025-158 for Amendment 4 for 2026	-\$275,000
Projected Balance	\$0

## Prior Council or Other Entity Actions

Oct. 31, 2022: [Agreement](#) with Almost Home for Severe Weather Activation Plan program services approved by the City and County Manager.

Jan. 1, 2024: New [Base-Year Agreement](#) with Almost Home for SWAP program services approved by the City and County Manager.

Dec. 10, 2024: [Resolution 2024-173](#) for First Amendment to the Base-Year Agreement with Almost Home.

Jan. 1, 2025: [Second Amendment](#) to the Base-Year Agreement with Almost Home to extend the term to 2025 approved by the City and County Manager.

Feb. 25, 2025: [Third Amendment](#) (Item 6.H.) with Almost Home to increase 2025 funding to \$275,000.

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

N/A

## **Proposed Actions / Recommendations**

If the Council desires to approve the Fourth Amendment to the contract with Almost Home, Inc., the appropriate motion is...

**That Resolution 2025-158 be adopted.**

## **Alternatives**

Do not approve the contract amendment.

**RESOLUTION NO. 2025-158**

A resolution approving a Fourth Amendment to the Agreement for Severe Weather Activation Program Services with Almost Home, Inc.

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

**Section 1.**

The Fourth Amendment to the Agreement for Severe Weather Activation Program Services between the City and County of Broomfield and Almost Home, Inc., extending the term of the agreement through 2026 in the amount of \$275,000, for Severe Weather Activation Program 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 Fourth Amendment, 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 annually.

**Section 4.**

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

Approved on November 18, 2025.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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



FOURTH AMENDMENT TO THE AGREEMENT FOR SEVERE WEATHER ACTIVATION PROGRAM  
SERVICES BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND ALMOST HOME, INC.

1. PARTIES. The parties to this Fourth Amendment (this “Third Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and Almost Home, Inc., a Colorado nonprofit corporation (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”
2. RECITALS. The Recitals to this Fourth Amendment are incorporated herein by this reference as though fully set forth in the body of this Fourth Amendment.
  - 2.1. The Parties entered into a service Agreement for Severe Weather Activation Program Services, dated January 1, 2024 (the “Agreement”) and previously amended on December 10, 2024, January 1, 2025, and February 25, 2025.
  - 2.2. The Parties to this Fourth Amendment desire to amend the Agreement to continue to provide services in 2026.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. The Term of this Amendment shall be from January 1, 2026, through December 31, 2026. The Contractor agrees to continue to provide all services required in accordance with the Agreement throughout this Term.
  - 3.2. The not-to-exceed price for the 2026 term of the Agreement shall be Two Hundred and Seventy-Five Thousand dollars (\$275,000.00).
4. 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.

This Fourth Amendment is executed by the Parties hereto in their respective names as of November 18, 2025.

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

---

Mayor

APPROVED AS TO FORM:

*NCR*

---

City and County Attorney’s Office

CONTRACTOR:

Almost Home, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: 22 S. 4th Ave., Suite 102, Brighton, CO  
80601

FOURTH AMENDMENT TO THE AGREEMENT FOR SEVERE WEATHER ACTIVATION PROGRAM  
SERVICES BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND ALMOST HOME, INC.

1. PARTIES. The parties to this Fourth Amendment (this “Third Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and Almost Home, Inc., a Colorado nonprofit corporation (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”
2. RECITALS. The Recitals to this Fourth Amendment are incorporated herein by this reference as though fully set forth in the body of this Fourth Amendment.
  - 2.1. The Parties entered into a service Agreement for Severe Weather Activation Program Services, dated January 1, 2024 (the “Agreement”) and previously amended on December 10, 2024, January 1, 2025, and February 25, 2025.
  - 2.2. The Parties to this Fourth Amendment desire to amend the Agreement to continue to provide services in 2026.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. The Term of this Amendment shall be from January 1, 2026, through December 31, 2026. The Contractor agrees to continue to provide all services required in accordance with the Agreement throughout this Term.
  - 3.2. The not-to-exceed price for the 2026 term of the Agreement shall be Two Hundred and Seventy-Five Thousand dollars (\$275,000.00).
4. 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.

This Fourth Amendment is executed by the Parties hereto in their respective names as of November 18, 2025.

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

---

Mayor

APPROVED AS TO FORM:

*NCR*  

---

City and County Attorney’s Office

CONTRACTOR:

Almost Home, Inc.

By: Delaney Coe

Name: Delaney Coe

Address: 22 S. 4th Ave., Suite 102, Brighton, CO  
80601

## Certificate Of Completion

Envelope Id: FD32014A-77DD-42A2-A693-33823D232722

Status: Completed

Subject: Complete with Docusign: Almost Home Amendment 4 2026 (SWAP) (1).pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Mandy Walke

AutoNav: Enabled

1 DesCombes Dr

Envelopeld Stamping: Enabled

Broomfield, CO 80020

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

awalke@broomfield.org

IP Address: 66.33.8.161

## Record Tracking

Status: Original

Holder: Mandy Walke

Location: DocuSign

11/3/2025 1:21:10 PM

awalke@broomfield.org

## Signer Events

### Signature

### Timestamp

Delaney Coe

dcoe@almosthomeonline.org

Security Level: Email, Account Authentication  
(None)

Sent: 11/3/2025 1:23:26 PM

Viewed: 11/3/2025 2:14:26 PM

Signed: 11/3/2025 2:14:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.131.140.219

## Electronic Record and Signature Disclosure:

Accepted: 11/3/2025 2:14:26 PM

ID: 3f4fa4bb-1f7e-402d-93b0-59350e8d5af5

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

11/3/2025 1:23:26 PM

Certified Delivered

Security Checked

11/3/2025 2:14:26 PM

Signing Complete

Security Checked

11/3/2025 2:14:47 PM

Completed

Security Checked

11/3/2025 2:14:47 PM

## Payment Events

### Status

### Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City and County of Broomfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City and County of Broomfield:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

### **To advise City and County of Broomfield of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [info@broomfield.org](mailto:info@broomfield.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City and County of Broomfield**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [info@broomfield.org](mailto:info@broomfield.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City and County of Broomfield**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [it-devops@broomfield.org](mailto:it-devops@broomfield.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City and County of Broomfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City and County of Broomfield during the course of your relationship with City and County of Broomfield.





# City and County of Broomfield

## City Council Regular Meeting

---

### E. Continuation of Impacted Community Air Quality Monitoring Program (Boulder A.I.R.) for 2026

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Consent Items Item: 6E.
Presented By	
Ken Rutt	
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 objective of the Impacted Community Air Quality Monitoring (AQM) program is to provide additional AQM data to residents of oil and gas impacted communities.

### **Attachments**

[2026 Oil and Gas Impacted Community AQM Contract Renewal Memo.pdf](#)

[Second Amendment - BAIR signed.pdf](#)

# Summary

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

In 2024, Broomfield City Council directed staff to develop and implement an Oil and Gas Impacted Community AQM Program to monitor emissions in residential areas near recent oil and gas development. Development included drilling and completing 65 unconventional oil and gas wells at six locations in close proximity to northern residential neighborhoods from 2018 to 2022. Residents in these areas, many of whom acquired their homes prior to the commencement of oil and gas development, have been subjected to elevated levels of air and noise pollution. This exposure has been linked to increased rates of mental and physical health issues.

Council approved the first contract with Boulder Atmospheric Innovation Research (Boulder A.I.R) for the Impacted Community AQM Program on April 23, 2024. The [network](#) consists of two trailer-based reference grade AQM systems. One location (Soaring Eagle) measures methane, Volatile Organic Compounds (VOCs), ozone, nitrogen oxides, particulate matter, and meteorological conditions. The second location (North Pecos) measures methane, VOCs, and meteorological conditions.

The objective of the program is to provide additional AQM data to residents of oil and gas impacted communities. This is accomplished through a [public data portal](#), which provides near real-time concentrations of measured air contaminants as well as quarterly data reporting.

Staff monitors visitation data in order to assess community engagement. In Quarter 2 of 2025, the site was visited 992 times, averaging approximately 11 visits per day ([Site Visitation Data Summary](#)).

In addition to approving the agreement with Boulder AIR, Resolution 2024-50 authorized the City and County Manager, or a designee thereof, to renew the agreement on an annual basis for up to three additional one-year terms, subject to approved budgets. After receiving Council’s direction, the First Amendment to the Agreement for the first renewal term was signed by the City and County Manager on December 3, 2024.

To date, \$680,660 has been spent on the Oil and Gas Impacted Community AQM Program.

The Second Amendment to the Agreement, which would be for the second renewal term, can be funded by the approved 2026 budget in the amount of \$411,623. The City and County Manager and staff requests Council’s direction on whether it should continue the agreement for a third term.

## 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
2026 Oil and Gas: Professional Services Misc. (02-55100-53170)	\$946,000
2026 Boulder A.I.R. Proposal	-\$411,623
Projected Balance	\$534,377

## Prior Council or Other Entity Actions

- In a focus session on [March 1-2, 2024](#), Council discussed an Oil and Gas Impacted Community AQM Program, considering feedback from residents impacted by recent oil and gas development. Council directed staff to prepare a contract with Boulder A.I.R. for the remainder of 2024 to provide additional AQM resources to affected communities.
- April 23, 2024 - [Resolution 2024-50](#) approved an Agreement with Boulder A.I.R. for an Oil and Gas Impacted Community AQM Program in 2024 and delegated authority to the City and County Manager to extend the agreement for three additional terms subject to budget approval.
- December 3, 2024 - Approved [1st Amendment](#) with Boulder A.I.R. for the Oil and Gas Impacted Community AQM Program in 2025.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to extend the existing agreement with Boulder A.I.R. for a third term, the appropriate motion is to:

**Direct the City and County Manager, or her designee, to renew the contract with Boulder A.I.R. for the Oil and Gas Impacted Community AQM Program for an amount not to exceed the budget appropriation of \$411,623.**

## Alternatives

Direct the City and County Manager to not renew the contract with Boulder A.I.R. for the Oil and Gas Impacted Community AQM Program.

Direct the City and County Manager to negotiate a contract for a single monitoring location with Boulder A.I.R. for the Oil and Gas Impacted Community AQM Program.

SECOND 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 2026

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 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. On December 3, 2024, the Parties entered into the First Amendment to the Agreement for the period commencing January 1, 2025 through December 31, 2025.

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, 2026 through December 31, 2026.

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, 2026 through December 31, 2026. The Contractors 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 Agreement. Total payments for all work shall not exceed \$411,623.

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 November 18, 2025.

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 Boulder ) ss.

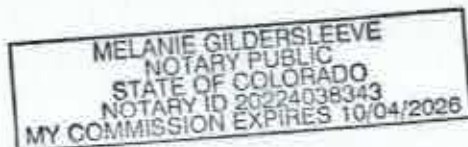
The foregoing instrument was acknowledged before me this 6 day of  
November 2025, by Detlev Helmig as (President)(Manager) of  
Boulder A.I.R., LLC.

WITNESS my hand and official seal.

(SEAL)

Notary Public Melanie Gildersleeve

My commission expires: 10/04/2026







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)

August 28, 2025

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

City and County of Broomfield 2026 Air Quality Monitoring Proposal

Dear Mr. Resch,

Thank you for the City and County of Broomfield's continued interest in contracting Boulder A.I.R. for air monitoring services. We are pleased to submit our 2026 project and budget proposal.

All monitoring will follow the same protocols as in 2025, including real-time data reporting to the Broomfield AirLive and Northern Colorado Front Range Combined websites, data interpretation and discussion, and archiving at the EPA AMTIC (<https://www.epa.gov/amtic/amtic-ambient-monitoring-archive-haps>) and EBAS (<https://ebas.nilu.no/>) data repositories.

Monitoring of volatile organic compounds (VOCs) at the Broomfield Soaring Eagle (BSE) and Broomfield North Pecos (BNP) monitoring sites will continue via gas chromatography with flame ionization detection (FID). Ozone, nitrogen oxides, and particulate matter monitoring at BSE will follow regulatory-grade protocols. The proposal covers all 2026 costs—consumables, instrument repairs/upgrades, site visits, calibrations, data quality control, reporting, and archiving—for the full year: January 1 to December 31, 2026.

Pricing remains consistent with proposed 2026 Erie and Longmont contracts. Notably:

- 2026 methane monitoring rates have been reduced by 20% across the network.
- Website support, data management, and reporting costs remain unchanged.
- Other line items have increased by 3% to adjust for inflation.
- Overall, the proposed 2026 budget is 1% lower than in 2025.

Proposed 2026 Costs:

Broomfield Soaring Eagle:	\$269,568
Broomfield North Pecos:	<u>\$142,055</u>
Total:	\$411,623

Thank you for the opportunity to continue this important work.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Helg".

**Broomfield Year 2026 Air Monitoring Cost Proposal by Boulder A.I.R. LLC - Broomfield Soaring Eagle**

Year 1 - 2026							Year 2 - 2027
Item	Variable	Rate \$	Measurement per hour	per day	Total # samples per year	Cost \$	Comments Notes
1	Ozone, TEI_49, regulatory-like	0.40	12	288	105192	42,077	18,445
2a	NO <sub>x</sub> , Teledyne T200UP, regulatory-like	0.50	12	288	105192	52,596	17,328
2b	NO <sub>2</sub> , Tiedyne T200UP, regulatory-like	0.50	12	288	105192	52,596	17,328
3	Methane, Picarro G2401, WMO-grade	0.50	12	288	105192	52,596	21,528
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; WMO-grade, gas	24.00	1	24	8760	210,384	106,835
5	PM2.5, GRIMM EDM180, regulatory-like	0.40	12	288	105192	42,077	21,428
6	Meteorological variables (wind speed, wind direction, temperature, radiation), research-grade	0.07	12	288	105192	7,363	1,851
7	Webcam imaging and archiving, 1 year	0.03	2	48	17532	526	2,413
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
<b>Total full year:</b>						<b>518,215</b>	<b>230,598</b>

Broomfield Year 2026 Air Monitoring Cost Proposal by Boulder A.I.R. LLC - Broomfield North Pecos							
Year 1 - 2026						Year 6 - 2026	
Item	Variable	Rate	Measurement Frequency		Total	Total Cost	Observed 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, p-xylene, m-xylene, p-xylene); custom-gas chromatograph; WMO-grade, gas chromatography - flame	24.00	1	24	8766	210,384	11.40
2	Meteorological variables (wind speed, wind direction, temperature), research-grade	0.07	12	288	105192	7,363	1.10
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	2.90
Total full year:						228,247	14.40





## BROOMFIELD CITY COUNCIL

---

**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Ken Rutt, Director of Public Works

**Meeting Date:** Tuesday, November 18, 2025, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6F.

**Subject:** 2026 Air Quality Monitoring associated with Oil and Gas Operations (Ajax Analytics)

**Goals:** Financial Sustainability and Resilience, Growing Greener, Thriving, Diverse, Safe and Welcoming Community

---

### Overview

[View Correspondence](#)

[View Presentation](#)

This memo summarizes the Oil and Gas Air Quality Monitoring (AQM) Program contracted to Ajax Analytics, Inc. (Ajax) with Colorado State University (CSU) and introduces an internal program option for 2026. The proposed internal program option offers an innovative approach to achieve Council established program objectives at a significantly decreased cost, perpetuating Broomfield's legacy as a community leader in the AQM space.

### **Attachments**

[2026 Air Quality Monitoring associated with Oil and Gas Operations Memo \(1\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

This memo summarizes the Oil and Gas Air Quality Monitoring (AQM) Program contracted to Ajax Analytics, Inc. (Ajax) with Colorado State University (CSU) and introduces an internal program option for 2026. The proposed internal program option offers an innovative approach to achieve Council established program objectives at a significantly decreased cost, perpetuating Broomfield's legacy as a community leader in the AQM space.

Staff requests a motion to direct the City and County Manager to approve the internal Oil and Gas AQM Program for 2026.

The internal program can be executed with available 2025 funds (for equipment purchases) and results in an estimated cumulative 5-year cost savings of \$1,972,120.

### Program History

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 AQM Program to monitor emissions related to oil and gas development in Broomfield. To date, approximately \$6.9 million has been spent on the Oil and Gas AQM Program. The following is a brief summary of services provided:

- 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 (at select locations), and meteorological conditions. These stations are equipped with trigger mechanisms allowing for the remote collection of whole-air canister samples upon the exceedance of set TVOC thresholds. 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](#).
- Total expenditures for Ajax/CSU contracts from 2018 - 2025: \$4,887,691.48.
- Historic services included additional monitoring conducted by Boulder Atmospheric Innovation Research discontinued in 2024 as part of the Oil and Gas AQM Program. (Council later created a separate Impacted Community AQM Program and contracted with Boulder AIR.)

### Oil and Gas Landscape

In June of 2016, Broomfield received an application for the development of several unconventional multiwell pads in the vicinity of residential neighborhoods. In response to this application, a committee was assembled and created the Oil and Gas Chapter of the Comprehensive Plan. The chapter outlined specific goals, including safeguarding Broomfield residents, community impact mitigation, risk minimization strategies, and monitoring and inspection programs. In October of 2017, the Operator Agreement was approved, granting the Operator the right to develop. In response, Broomfield's Oil and Gas AQM and inspection programs were established, forming the foundation of the Energy and Environment Division. Approved development was completed from December 2018 through January of 2023.

As of November 2025, Broomfield contains 21 oil and gas locations, including 10 active production facilities fed by 83 wells. The majority of these wells are in close proximity to residential neighborhoods. The age of oil and gas wells ranges from approximately 3 to 38 years, with an average age of approximately 6 years and

a median age of 5 years. The average productive life of an oil and gas well in the United States is typically between 20 and 40 years.

By January 2026, seven years of AQM data will have been gathered, encompassing three years of production data from unconventional oil and gas development. This AQM data indicates that weekly Total Volatile Organic Compound (TVOC) concentrations have been generally consistent since the completion of pre-production operations in January 2023 ([TVOC Weekly Monitoring Data Summary](#)). Similar trends are observed in the analysis of the Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) group and for individual benzene levels ([BTEX Weekly Monitoring Data Summary](#), [Benzene Weekly Monitoring Data Summary](#)).

While oil and gas related emission events still occur, their frequency has substantially decreased compared to the pre-production phases. From the end of pre-production through the second quarter of 2025, 49 trigger canisters were collected. The analysis of 28 of these 49 canisters (57%) showed TVOC concentrations similar to ambient background levels ([Annual Valid Trigger Canisters & Production Phase Trigger Canister Source Attribution](#)).

Throughout the production phase, occasional, short-term emission events related to maintenance are expected to continue. The potential for more significant events due to equipment failure also exists, as demonstrated by the Grade 1 Gas Leak at the Livingston Pad in May 2023.

The division currently consists of four team members with more than 20 years combined experience developing and implementing environmental monitoring programs. Due to the current and future state of oil and gas, historic program data trends, and the current structure and skill set of the division, an internal program proposition has been developed to perpetuate Broomfield's legacy as a community leader in the AQM space.

### Proposed Internal Program

The proposed internal Oil and Gas AQM Program offers an innovative approach to achieve council established program objectives at a significantly decreased cost. In addition, the proposed program enables staff to more effectively complete the operational objective of avoiding, minimizing, and mitigating oil and gas related emissions through increased geospatial and pollutant coverage. A comparison summary of the current Oil and Gas AQM Program and proposed internal program can be found on the [Oil and Gas AQM Program Comparison Table](#).

- **Decreased Costs:** The proposed internal Air Quality Monitoring (AQM) program offers a substantial decrease in costs compared to the current outsourced Oil and Gas AQM Program.
  - **Year 1 Savings:** The initial cost to establish the internal program is \$120,000, a significant reduction compared to the current program's projected 2026 cost of \$446,424. This results in a first-year cost saving of \$326,424.
  - **Ongoing Costs & Funding:** Subsequent annual maintenance for the internal network, covering cellular service, software subscriptions, replacement sensors, and calibration gases, is estimated at \$35,000. The required annual air contribution from Civitas, a provision of the Operator Agreement (\$25,106.80 in 2025), is anticipated to cover the majority of these ongoing costs.
  - **Five-Year Cumulative Savings:** Over five years, the total cost for the internal network is projected to be \$260,000. In contrast, assuming no cost increases for the current program contracted to Ajax/CSU, the five-year total would be \$2,232,120. This projects a cumulative estimated five-year cost saving of \$1,972,120 with the internal program.
- **Increased Geospatial Coverage:** The proposed [internal network](#) represents a substantial increase in coverage, expanding from the current 5 real-time monitoring stations to a total of 14 real-time monitoring stations, strategically located to maximize emission detection capabilities utilizing

recommendations in the [Air Quality Control Commission \(AQCC\) Regulation 7 AQM Guidance Document](#). The [current network](#) consists of five real-time monitoring stations, located based on historic emission and wind trend data. By significantly increasing the geospatial reach, the internal program aims to maximize the detection of emissions and minimize the potential for undetected releases.

- **Improved Technology and Pollutant Coverage:** The proposed internal network will utilize SENSIT RAMP monitoring stations providing continuous measurements of TVOCs, methane, and meteorological conditions at select locations. SENSIT RAMP monitoring stations have been selected by staff due to their ability to monitor for several pollutants simultaneously as well as SENSIT Technologies industry-leading sensor uptimes outlined in the [Regulation 7 Harmonization Core Questions Report](#). The current network utilizes SENSIT SPOD monitoring stations, providing continuous measurements of TVOCs, meteorological conditions, and particulate matter at select locations.

Recently developed oil and gas wells in Broomfield predominantly produce methane. The introduction of near-pad methane monitoring would improve pollutant coverage and source attribution capabilities. Particulate matter monitoring will be eliminated from the Oil and Gas AQM Program. Throughout production (January 2023 - present), only one period was identified where 24-hour particulate matter National Ambient Air Quality Standards (NAAQs) were exceeded. This period was associated with wildfire smoke. Particulate matter will continue to be monitored via the Impacted Community AQM Program to ensure compliance.

In addition, staff will verify TVOC system readings utilizing a mobile photoionization detector in order to better assess potential meteorologic influence.

- **Enhanced Management Practices:** The proposed internal program will be established, maintained, and monitored through a collaboration between staff and SENSIT Technologies (SENSIT).
  - SENSIT Support: SENSIT will assist experienced staff with the assembly and deployment of monitoring stations, cellular connection establishment, and implementation of the SENSIT Connect software.
  - Staff Hours: Staffing analysis indicates a modest 10% increase in 2026 staff hours compared to the current Oil and Gas AQM Program. This increase covers the initial network setup and required monthly preventive maintenance. This added workload can be absorbed by current staff due to a recent, minor reduction in staffing needs within the inspection program following the closure of legacy oil and gas sites.
  - Maintenance Practices: Experienced staff will conduct network maintenance according to established best management practices and manufacturer recommendations.
    - Monthly: Equipment bump testing and cleaning.
    - As necessary: Calibration.
    - Annually: Replacement of TVOC and methane sensors to ensure optimal function.
  - Notification Systems and Data Monitoring:
    - Alert Thresholds: The network will continue to provide threshold-based notifications aligned with historic program data and regulatory guidelines.
    - System Performance Notifications: System performance alerts will be introduced to the program, including cellular connectivity and battery status alerts to more effectively monitor system up-time.
    - Reading Alignment: TVOC readings will be transitioned to parts per million (ppm) for better alignment with regulatory requirements.
    - Data Oversight: Staff will regularly monitor AQM data and network performance using SENSIT Connect software, following established standard operating procedures, including daily data review and logging.

- **Response Availability:** Staff will be available seven days a week (excluding holidays) to respond to AQM alerts and address network issues in a timely manner.
- **Transparent Reporting and Discontinuation of the Public Data Portal:** The procedures for internal program reporting will align with those of the current Oil and Gas Air Quality Monitoring (AQM) Program. The public data portal will be discontinued.

Staff will ensure transparency by posting event summary reports to the [Public Notices Dashboard](#), in the event established thresholds for total volatile organic compounds (TVOC) and/or methane are exceeded, and field observations point to a potential oil and gas source. Event summary reports will include:

- A narrative and inspector observations;
- Graphs displaying TVOC, methane, and meteorological data; and
- Advanced heat mapping figures generated through Sensit Connect software enabling enhanced source attribution.

In addition to event summary reports, quarterly reports summarizing data observations for the applicable period will be included in the Oil and Gas Snapshot. Internal monitoring stations will be integrated into the existing [Oil and Gas Map Viewer](#) to inform the public of their current locations.

The internal program will eliminate one of the two existing public data portals. The Oil and Gas AQM Program public data portal will be discontinued, while the Oil and Gas Impacted Neighborhood AQM Program public data portal will remain operational.

The Oil and Gas AQM Program public data portal does not provide an accurate representation of overall community air quality due to monitoring station location and data displayed. Monitoring stations are located immediately adjacent to oil and gas facilities. Air quality at these locations during emission events is not indicative of general air quality in surrounding communities. The public data portal for this network currently includes TVOC indicator data, meteorological data, particulate matter data for select stations, and a network overview. TVOC indicator data is displayed as the raw electrical output from the photoionization detector, which is sensitive to meteorological conditions, cannot differentiate among compounds, and cannot be compared to health standards.

In contrast, the retained Impacted Community AQM Program public data portal is better suited for assessing general community air quality. Monitoring stations are located near residential communities, providing data representative of community air quality. The portal displays concentrations of individual VOCs, which are directly comparable to health standards, along with meteorological, particulate matter, and ozone data.

- **Discontinuation of Canister Sampling:** Effective January 2026, the internal program will cease all weekly and triggered whole air canister sampling. This decision is based on the accumulation of a robust seven-year dataset, which will include three years of data collected during production. This comprehensive dataset will continue to be a valuable resource for staff, as well as the scientific, industrial, and regulatory communities, to achieve program goals.

Staff have worked with vendors to establish a complete internal database to ensure all historical data is easily accessible upon request, and the data library will be continuously updated as new information is gathered.

Key findings from the existing canister data include:

- Triggered Samples (2023 - Q2 2025): A total of 49 valid triggered canisters were collected and analyzed during the production phase. Analysis of 28 samples (approximately 57%) indicated TVOC concentrations comparable to ambient background levels. Analysis of 21 samples (approximately 43%) showed varying concentrations of compounds indicative of oil and gas activity. This data consistently confirms that certain maintenance activities are a source of emissions, and staff will continue collaborating with operators to avoid, minimize, or mitigate these events.
- Weekly Samples (2018 - Q2 2025): A total of 2,657 weekly whole air canister samples have been collected and analyzed. This data shows that TVOC concentrations have remained generally consistent with expected background readings throughout the production phase.
- **Timeline:** The proposed internal program will result in an estimated 2-4 week gap in Oil and Gas AQM Program services. Equipment will be ordered in the third week of November, manufactured and delivered (6-8 weeks), and deployed (1-2 weeks) with the assistance of Sensit Technologies. Staff anticipates the network will be fully operational by mid to late January 2026. Additional oil and gas facility inspections will be conducted during this period.

## Objective Attainment

Broomfield's Oil and Gas Air Quality Monitoring Program was designed with four main objectives:

- Inform the public about the magnitude, frequency, and duration of air quality events which may be attributable to oil and gas sources;
- Inform Broomfield's environmental epidemiologist as health concerns are analyzed and air quality events are benchmarked against health guideline values;
- Inform future policy efforts at the local and state levels; and
- Contribute to the body of data and research being developed on the impacts of oil and gas development.

The proposed internal program provides an innovative approach to continue the achievement of council established program objectives at a significantly decreased cost.

The Oil and Gas AQM program has historically achieved the objective to inform the public about the magnitude, frequency, and duration of air quality events that may be attributable to oil and gas sources through a combination of public dashboards and data reporting. Several significant emission events have been identified by the Oil and Gas AQM Program, including the Livingston Grade 1 Gas leak (which resulted in a total penalty of \$172,330), the 160th Avenue and Huron Street gathering line leak, and the 152nd Avenue and Zuni Street gathering line leak. The internal program will continue to fulfill this objective with improved emission detection capabilities, complemented by response inspections and reporting. In addition, the Oil and Gas Impacted Neighborhood AQM Program public data portal will remain available.

The program has achieved the objective of informing Broomfield's environmental epidemiologist, as health concerns are analyzed and air quality events are benchmarked against health guideline values to the intended extent via the [Broomfield Health Study](#), published in 2023. Staff has not received a health concern in over two years.

The program will continue to inform future policy efforts at the local and state levels. Staff will analyze and leverage new data alongside existing datasets to advocate for Broomfield's interests in front of state and federal agencies when rulemaking is in process. This objective has been achieved through participation in the Air Pollution Control Division's Regulation 7 and Regulation 3 hearings as well as the Energy and Carbon Management Commissions' Cumulative Impacts hearings. In addition, staff will advocate for Broomfield's interests with regard to pending oil and gas projects proximate to City and County of Broomfield jurisdictional boundaries, which has historically been achieved through staff involvement with the Cosslett East, Coyote



Trails, and Washington Pad Oil and Gas Development Plan applications and hearings. Data has also been utilized to improve three-phase separator maintenance best management practices as well as mud gas separator and three-phase separator inlet configurations in our community.

The program will continue to contribute to the body of data and research being developed on the impact of oil and gas development. This objective has historically and will continue to be achieved by creating a disseminating high resolution AQM data sets which have been utilized for numerous scientific publications and reports, including but not limited to the following:

- [Regulation 7 Harmonization Core Questions Report](#) & [Regulation 7 Harmonization Recommendations Report](#)
- [Health Symptoms and Proximity to Active Multi-Well Unconventional Oil and Gas Development Sites in the City and County of Broomfield, Colorado](#)
- [Source apportionment of airborne volatile organic compounds near unconventional oil and gas development](#)
- [Methane and volatile organic compounds and their influence on air quality in Boulder, Colorado](#)
- [Cumulative Human Health Risk Assessment of Regional Ozone and Volatile Organic Compounds from Unconventional Oil and Gas Sites in Colorado's Front Range](#)
- [Late Winter Ozone and PM 2.5 NAAQS Exceedance in the Northern Colorado Front Range in Relation to Oil and Natural Gas Emissions](#)

### 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 - 2025	Amount
2025 (01-30500-53170)	\$104,247
2025 Air Monitoring System Costs	-\$100,000
Projected Balance	\$4,247

Sources and Uses of Funds - 2026	Amount
2026 Oil and Gas: Professional Services Misc. (02-55100-53170)	\$946,000
2026 Boulder A.I.R. Proposal	-\$411,623
2026 Oil and Gas Program Costs	-\$40,000
Projected Balance	\$494,377

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

- August 28, 2018: Council approved [Resolution No. 2018-150](#), 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 2, 2021 - Approved a [5th Amendment](#) with Ajax Analytics to add expansion to its Air Quality Monitoring Program.
- December 20, 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.
- November 16, 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.
- December 3, 2024 - Approved a [2nd Amendment](#) with Ajax Analytics for Air Quality Monitoring associated with Oil and Gas Operations in 2025, and approved a [1st Amendment](#) with Boulder A.I.R. for Air Quality Monitoring for Oil and Gas Impacted Neighborhoods in 2025.

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

N/A

### **Proposed Actions / Recommendations**

If Council desires to establish an internal Oil and Gas Air Quality Monitoring program and not renew the Oil and Gas Air Quality Monitoring contract with Ajax/CSU, the appropriate motion is to:

Direct the City and County Manager to establish an internal Oil and Gas Air Quality Monitoring Program for 2026.

### **Alternatives**

Direct the City and County Manager to renew the contract with Ajax/CSU for the 2026 Oil and Gas AQM Program in accordance with the authority delegated to the Mayor by Council in Resolution 2024-50.





## BROOMFIELD CITY COUNCIL

---

**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Danee Brouillard

**Meeting Date:** Tuesday, November 18, 2025, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6G.

**Subject:** Resolution - Demanding Regional Transportation District's (RTD) Reserve FasTracks Internal Savings Account (FISA) Funds for FasTracks (NW Rail Line)

- Resolution No. 2025-163 demanding the Regional Transportation District's (RTD) Reserve FasTracks Internal Savings Account (FISA) Funds for FasTracks

**Goals:** Mobility

---

## Overview

[View Correspondence](#)

[View Presentation](#)

At the October 28, 2025, Council meeting, Councilmember Ward brought forward a request for future action, asking the Council to consider directing staff to draft a resolution for Council's consideration at a future meeting, demanding that RTD cease its proposal to use FISA money for expenditures not related to the funding and completion of additional FasTracks projects. Council approved the proposal and directed staff to proceed.

### **Attachments**

[Memo for Resolution No. 2025-163 Demanding RTD Reserve FISA Funds for FasTracks Completion and Seek Alternative Funding for Bus Replacements.pdf](#)

[Resolution No. 2025-163 Demanding RTD Reserve FISA Funds for FasTracks \(1\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

In September 2025, the Regional Transportation District (RTD) proposed using funds from the \$190 million FasTracks Internal Savings Account (FISA) reserves for FasTracks maintenance needs and FasTracks debt over the next five years. While the exact dollar amounts have fluctuated over the past few weeks due to advocacy work to protect the funding, the concern remains: **directing funds of any amount towards non-FISA-related capital expenditures is inconsistent and non-compliant with RTD's Fiscal Policy**, which states, "the FISA will be used to provide funding to complete and operate additional FasTracks projects."

Additionally, RTD has proposed that if it cannot use FISA to pay for the rolling stock replacement of the Flatiron Flyer buses, RTD plans to issue debt. RTD's Fiscal Policy states: "RTD will maintain a Capital Replacement Fund that provides the annual funding for the TAM [Transit Asset Management] Plan. RTD will avoid the assumption of additional debt to fund the TAM Plan unless financially advantageous." Issuing debt to pay for rolling stock replacement, such as the Flatiron Flyer buses, is also against Board fiscal policy.

At the October 28, 2025, Council meeting, Councilmember Ward brought forward a request for future action, asking the Council to consider directing staff to draft a resolution for Council's consideration at a future meeting, demanding that RTD cease its proposal to use FISA money for expenditures not related to the funding and completion of additional FasTracks projects. Council approved the proposal and directed staff to proceed.

Broomfield does not support RTD diverting FISA funds from its intended purpose: completing the FasTracks corridors that the Broomfield community was promised two decades ago. RTD's fiscal policy reflects a commitment to fiscal responsibility and long-term planning, ensuring that taxpayer dollars collected are reinvested in completing the voter-approved transit vision, rather than being absorbed into general operations. The RTD budget proposals outlined previously are not a reflection of that commitment.

As directed by the City Council, proposed Resolution No. 2025-163 demands that RTD cease its proposal to use money from the FasTracks Internal Savings Account (approximately \$45 million) for expenditures unrelated to the completion of FasTracks. Further, proposed Resolution 2025-163 reaffirms and reiterates that these funds must be immediately reserved for the completion of the Northwest (NW) Rail line, as originally promised to the communities in the corridor.

## Prior Council or Other Entity Actions

- October 14, 2025: Submitted [letter](#) to RTD Board of Directors outlining the City & County of Broomfield's concerns regarding the proposed use of \$114 million from the \$190 million FasTracks Internal Savings Account (FISA) reserves for maintenance needs and FasTracks debt over the next five years.

## Boards and Commissions Prior Actions and Recommendations

N/A

Memo for Resolution No. 2025-163 Demanding RTD Reserve FISA Funds for FasTracks (NW Rail Line)  
Prepared by: Sarah Grant, Transportation Manager, Nancy Rodgers, City and County Attorney, Danee Brouillard,  
Director of Strategic Initiatives and Governmental Affairs

## **Proposed Actions / Recommendations**

If Council desires to support the resolution as outlined above, the appropriate motion is...  
**That Resolution 2025-163 be adopted.**

## **Alternatives**

Council may take no action or amend the resolution.

# RESOLUTION NO. 2025-163

A Resolution Demanding the Regional Transportation District's (RTD) Reserve FasTracks Internal Savings Account (FISA) Funds for FasTracks

## Recitals

Whereas, the Regional Transportation District (RTD) provides public transportation in eight counties, including all of Boulder, Denver, and Jefferson counties, most of Broomfield and parts of Adams, Arapahoe, and Douglas Counties, and a small portion of Weld County.

Whereas, Broomfield has contributed over \$95 million to FasTracks since 2001 in expectation of the funds being used for FasTracks.

Whereas, the RTD Fiscal Policy states, "the FISA will be used to provide funding to complete and operate additional FasTracks projects."

Whereas, the RTD Fiscal Policy states, "RTD will maintain a Capital Replacement Fund that provides the annual funding for the TAM [Transit Asset Management] Plan. RTD will avoid the assumption of additional debt to fund the TAM Plan unless financially advantageous."

Whereas, directing FISA funds towards replacing FasTracks rolling stock, including Flatiron Flyer buses, and defeasance of FasTracks debt is inconsistent and non-compliant with the RTD Fiscal policy.

Whereas, issuing debt and not utilizing the RTD Capital Replacement Fund to maintain FasTracks rolling stock, such as the Flatiron Flyer, is inconsistent and non-compliant with RTD Fiscal Policy.

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

## Section 1.

The Broomfield City Council demands RTD to cease its proposal to use FISA money for expenditures unrelated to the completion of FasTracks, and further, immediately reserve the funds for completion of the Northwest (NW) Rail Line.

## Section 2.

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

Approved on November 18, 2025.

The City and County of Broomfield, Colorado

---

Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

*NCR*

---

City and County Attorney



## BROOMFIELD CITY COUNCIL

---

**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Nancy Rodgers, City and County Attorney

**Meeting Date:** Tuesday, November 18, 2025, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6H.

**Subject:** Executive Session Requests Related to City Council Training

**Goals:** N/A

---

## Overview

[View Correspondence](#)

[View Presentation](#)

The City and County Attorney and Chief of Police requests that, during Council's upcoming training, Council hold two closed door executive sessions for the purpose of a legal briefing and training and a Council security briefing covering security arrangements in the George DiCiero building. The executive sessions are proposed to be held during City Council training scheduled on November 20th and November 21st. Specifically, the legal training will take place from 11 am to 12:30 pm on November 20th, and the security briefing will take place on November 21st, 2025 at 9:30 am.

### **Attachments**

[Executive Session Requests Related to City Council Training\\_.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The City and County Attorney and Chief of Police requests that, during Council's upcoming training, Council hold two closed door executive sessions for the purpose of a legal briefing and training and a Council security briefing covering security arrangements in the George DiCiero building. The executive sessions are proposed to be held during City Council training scheduled on November 20th and November 21st. Specifically, the legal training will take place from 11 am to 12:30 pm on November 20th, and the security briefing will take place on November 21st, 2025 at 9:30 am.

An executive session is permitted under C.R.S. § 24-6-402(4)(b) and (d) (Legal advice; Specialized details of security arrangements) and requires an affirmative vote of 2/3rds of the quorum present.

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

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

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

Based on the above, it is recommended that Council approve, by 2/3rds vote, the following motion ...

That Council schedule two executive sessions to be held on November 20th and 21st, 2025, during Council training, for the purpose of a legal briefing and training by the City and County Attorney, and a security briefing by the BPD Command Staff as permitted by C.R.S. § 24-6-402(4)(b) and (d).

## Alternatives

Deny motion and not schedule the executive sessions.



# City and County of Broomfield

## City Council Regular Meeting

---

### A. BURA Public Hearing - Resolution- Colmans Lakeview Urban Renewal Site Plan

Meeting	Agenda Group
Tuesday, November 18, 2025, 6:00 PM	Action Items Item: 7A.
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	Branden Roe, Principal Planner
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 property is located within the Original Broomfield Urban Renewal Area. The Original Broomfield Urban Renewal Area Plan does not establish a schedule of permitted uses; as such, allowed uses are deferred to the underlying I-3(J) zoning. The Urban Renewal Area Plan requires an urban renewal site plan for new development in the area. The proposed urban renewal site plan is for a three-building self-storage facility. The facility will total 175,984 square feet and is anticipated to be developed in two phases.

### **Attachments**

[Resolution 2025-160-UR](#)

[Memo](#)



# **RESOLUTION NO. 2025-160-UR**

A Resolution Approving Arapahoe Roofing Filing No. 1 (Colmans Lakeview Self Storage)  
Urban Renewal Site Plan

## **Recitals**

Whereas, the applicant, 11790 LLC, submitted an application for an Urban Renewal Site Plan for a self-storage facility.

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 on September 8, 2025. At which time the Land Use Review Commission unanimously approved the application subject to call-up.

Whereas, a member of the Broomfield Urban Renewal Authority called-up the Colmans Lakeview Self Storage case for further review.

Whereas, a public hearing before the Broomfield Urban Renewal Authority was held on November 18, 2025, to further review the Colmans Lakeview Self Storage case.

Now, therefore, be it resolved by the Broomfield Urban Renewal Authority of the City and County of Broomfield, Colorado:

## **Section 1. Findings**

Giving consideration to the Original Broomfield Urban Renewal Plan and the Broomfield Municipal Code, comments of public officials and agencies, and testimony and written comments from all interested parties, the Broomfield Urban Renewal 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 any element, purpose, vision and standard in the Original Broomfield Urban Renewal Plan, the Neighborhood Plan, and if applicable Design Guidelines and Standards.
- D. The proposal mitigates potential negative impacts on nearby properties by moving the existing storage indoors.
- E. The proposal maximizes potential positive impacts on nearby properties by redeveloping the property.
- 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 land uses within the proposal are compatible with one another.
- 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 and pursuant to the Original Broomfield Urban Renewal Plan, the Broomfield Urban Renewal Authority hereby approves the Arapahoe Roofing Filing No. 1 (Colmans Lakeview Self Storage) Urban Renewal Site Plan with the following conditions:

- A. Prior to issuance of any engineering construction permits the Developer shall have Final Utility, Drainage, Geotechnical and Traffic Reports approved by the City and County Engineer as part of the construction drawing process.
- B. Prior to issuance of any engineering construction permits the Developer shall have a landscape plan compliant with the City and County of Broomfield's Municipal Code approved by the City and County of Broomfield's Senior Landscape Architect and City and County Engineer.

## **Section 3. Effective Date**

This resolution is effective upon its approval by the Broomfield Urban Renewal Authority.

Approved on November 18, 2025

The Broomfield Urban Renewal Authority

---

Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

KKH

---

City and County Attorney

## Summary

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

11790, LLC has submitted an application for an Urban Renewal Site Plan for a proposed self-storage facility located at 11790 Colmans Way. The proposed self-storage facility would replace the existing outdoor storage operation that occupies the site. The property is approximately 3.9 acres in size and is generally located east of Wadsworth Boulevard and south of State Highway 128.

The property is zoned I-3(J), which is a legacy Jefferson County industrial zoning district, and indoor self-storage is a permitted use within the I-3(J) zone district.

The property is located within the Original Broomfield Urban Renewal Area. The Original Broomfield Urban Renewal Area Plan does not establish a schedule of permitted uses; as such, allowed uses are deferred to the underlying I-3(J) zoning. The Urban Renewal Area Plan requires an urban renewal site plan for new development in the area. The proposed urban renewal site plan is for a three-building self-storage facility. The facility will total 175,984 square feet and is anticipated to be developed in two phases.

Proposed Resolution No. 2025-160-UR would approve the plan with conditions, as recommended by LURC.

## Prior Council or Other Entity Actions

[August 15, 2017](#) - City Council held a concept review for a proposed self-storage project consisting of five buildings ranging in height from one to three stories (14 to 40 feet tall) totaling 151,680 square feet.

## Boards and Commissions Prior Actions and Recommendations

On September 8, 2025, the Land Use Review Commission voted to approve Resolution No. 2025-5 Urban Renewal Site Plan for Arapahoe Roofing Company, Filing No. 1, Lot 1, with the following conditions:

- a. Prior to issuance of any engineering construction permits, the Developer shall have Final Utility, Drainage, Geotechnical and Traffic Reports approved by the City and County Engineer as part of the construction drawing process.
- b. Prior to issuance of any engineering construction permits, the Developer shall have a landscape plan compliant with the City and County of Broomfield's Municipal Code approved by the City and County of Broomfield's Senior Landscape Architect and City and County Engineer.
- c. The approval shall not be final, and no permits based upon the approval shall be issued, for fifteen calendar days after the date of this approval, in order to allow time for the applicant to appeal, or for the urban renewal authority to call up the determination for further review, pursuant to Section 17-38-190, B.M.C.

## Proposed Actions / Recommendations

Following and subject to the results of the public hearing, if the Broomfield Urban Renewal Authority wishes to approve the urban renewal site plan, it is recommended that...

**That Resolution 2025-160-UR Arapahoe Roofing Filing No. 1, Lot 1 (Colmans Lakeview Self Storage) Urban Renewal Site Plan be approved with the following conditions:**

- a. Prior to issuance of any engineering construction permits, the Developer shall have Final Utility, Drainage, Geotechnical and Traffic Reports approved by the City and County Engineer as part of the construction drawing process.

- b. Prior to issuance of any engineering construction permits, the Developer shall have a landscape plan compliant with the City and County of Broomfield's Municipal Code approved by the City and County of Broomfield's Senior Landscape Architect and City and County Engineer.

## Alternatives

Approve the application but remove, amend, or add additional conditions as part of the approval.

Deny the application if the proposed plan does not comply with the applicable Original Broomfield Urban Renewal Plan review standards for an urban renewal site plan:

- 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

### Key Issues Identified By Staff

No key issues have been identified as part of this development application. Staff would recommend including the conditions of approval imposed by the Land Use Review Commission to ensure those reports are completed as part of the construction drawing review process.

### Links to Application Materials

[Urban Renewal Site Plan](#)  
[Color Plans](#)

### How to Submit Public Comments on this Proposal

Email directly to [Planning@broomfield.org](mailto:Planning@broomfield.org)

## Overview of Application

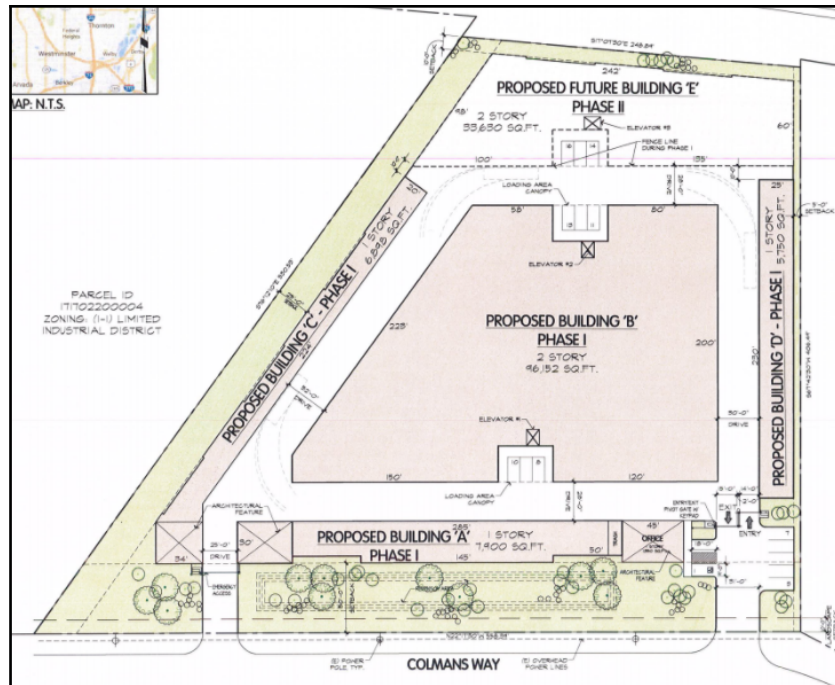
The applicant, 11790, LLC, is proposing a 175,984 square foot self-storage facility consisting of three buildings.

### Property Owner and Applicant

Property Owner/Applicant: 11790, LLC

### Concept Review Plans

A concept review for the proposed self-storage facility was held on August 15, 2017. The conceptual plan is different from the current proposal. During the concept review, the applicant proposed a self-storage facility consisting of five buildings ranging in height from one to three stories (14 to 40 feet tall), totaling 151,680 square feet. The conceptual plan depicted buildings generally framing the site with buildings on the north, west, and south, ranging from one to three stories in height, and a two-story building on the interior. Two small portions of the conceptual Building A were depicted as two and three stories on the north and south ends, respectively, near the access drives to/from Colmans Way. The conceptual site plan from 2017 is depicted below.



Conceptual Site Plan from 2017

## Applicable City and County of Broomfield Plans

### Relationship to Comprehensive Plan

The 2016 Broomfield Comprehensive Plan land use designation for the property is “Mixed Use Commercial.” The proposed concept is consistent with the Comprehensive Plan.

### Goals and Policies

- **Policy ED-A.4:** “Ensure an adequate supply of appropriately zoned land for a diversified mix of manufacturing, services, and business support services.”

### Economic Outcomes and Financial Plan

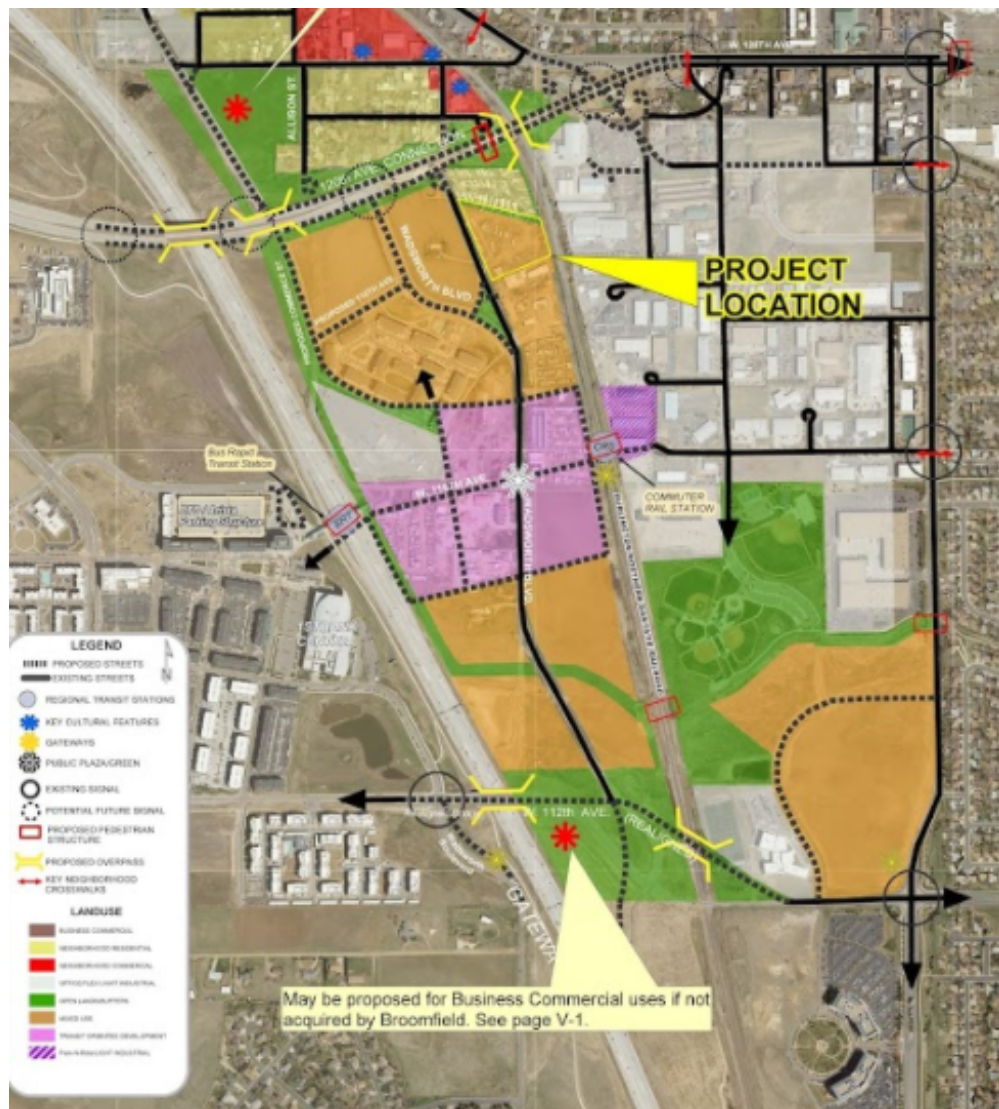
The proposed development, although a permitted use, is not expected to contribute significantly to the community's economic vitality due to its limited employment and economic activity, primarily through product sales or development. The self-storage facility will provide a storage service for area businesses and residents, but the economic benefit is expected to be de minimis. The community is already home to several other self-storage facilities in the near vicinity, such as those located along Industrial Lane (north of the site) and Main Street (east of the site).

The proposed development will have a positive financial impact for Broomfield, due to the construction of and the value of the resulting buildings and site improvements. The buildings will be three stories, with a total finished space of 176,000 square feet. The cost of the vertical development is estimated to be between \$15-17.5M. The estimated Use Tax would be approximately \$350,000 for construction, and the estimated annual real (ad valorem) property tax would be \$110-125,000. The net fiscal impact is expected to be net positive.



## Neighborhood/Subarea Plan

City Council approved the Original Broomfield Neighborhood Plan in 2008 to establish a finer grain of visionary planning detail for the area relative to the then-approved 2005 Comprehensive Plan. As part of the Neighborhood Plan, the subject property and the surrounding area to the south and west were designated for Mixed-Use development. The map below highlights the project location within the Original Broomfield Neighborhood Plan land use map.



Original Broomfield Neighborhood Plan Land Use Map

The corresponding land use table in the Neighborhood Plan (Table 3-2: Permitted Uses by Land Use Designation) lists a range of desirable permitted uses, including hotels, business office, business services, commercial and recreational uses, neighborhood retail, personal service, and residential uses, among others. The table does not address indoor self-storage uses. The table specifically does not support industrial uses and particularly “outdoor storage of equipment or vehicles” in the Mixed-Use vision for the property.

Broomfield has seen a number of self-storage developments proposed and approved within the community since 2017. The self-storage uses have been located in both industrial-zoned areas, such as along Industrial Lane and in business commercial areas, such as at the southwest corners of Midway Boulevard and Lowell

Boulevard (Hansons Corner Self Storage), and at Midway Boulevard and Federal Boulevard (SecureCare Self Storage). While the existing industrial zoning designation for the Colmans Way site is not supported by the Neighborhood Plan vision for the area, the self-storage use is permitted as an indoor use by the existing zoning and could be considered a business service use by the Neighborhood Plan. The site is currently used for outdoor RV storage, which is a permitted use allowed by the I-3(J) zoning but is not supported by the Neighborhood Plan vision for the area. Assuming the outdoor RV storage is replaced entirely by indoor self-storage, the proposed project could be considered consistent with the existing zoning and the intent of the Neighborhood Plan vision.

## Urban Renewal Plan

The property is located within the Original Broomfield Urban Renewal Area. Council adopted the urban renewal plan for this area in 2013 to remove blight within the area. The Plan requires the Authority to approve a site plan for new development in the area consistent with the urban renewal plan review standards and the Original Broomfield Neighborhood Plan. No specific urban renewal design guidelines or standards have been approved by the Authority for this area.

# Zoning, Previously Approved Plans and Status of the Development

## Zoning and Previously Approved Plans

The subject property is zoned I-3(J), a legacy Jefferson County industrial zoning district. The intent of the I-3(J) zoning district is to accommodate light industrial uses such as light manufacturing, wholesale, warehousing, mini-warehouses or storage, sale at retail, storage of boats, trailers, recreational vehicles, and other similar recreation equipment. The proposed use is consistent with the existing zoning for the property.

Broomfield approved the Arapahoe Roofing Filing No. 1 Minor Subdivision Plat on July 22, 2011. An accompanying site plan was submitted at the time of the minor subdivision plat, but was never completed.

## Status of the Development

The property was annexed into Broomfield as part of the Broomfield Enclave Annexation in 2000. The property was never rezoned and has retained its legacy I-3(J) zoning designation from Jefferson County. The 3.8-acre property is currently undeveloped and used for outdoor recreational vehicle (RV) storage.

## Area Context

The property is located at 11790 Colmans Way and fronts the east side of Colmans Way. With improvements to the W. 120th Avenue Connection to the north, Colmans Way has been discontinued as a through street and now terminates in a cul-de-sac on each side of the W 120th Avenue Connection right-of-way. The subject property is bounded to the north, east, and south by legacy Jefferson County-zoned properties, including a mobile home community to the north, the BNSF railroad to the east, and business/industrial properties to the east and south. The property to the west is part of the Harvest Station PUD Plan area and is zoned for a mix of uses, including office, hospitality, and a variety of commercial and business services uses, assisted care facilities, and senior housing.

There has been significant investment in and around the Original Broomfield neighborhood over time with several area roadway and transit improvements including: installation of a pedestrian bridge over US 36 to access the Bus Rapid Transit (BRT) Station, construction of the US 36 Express Lane Project, relocation of the



new Uptown Avenue bridge (formerly the Olde Wadsworth bridge), and the construction of the 120th Connection.

The map below provides an aerial perspective of the project location and the surrounding development.



## Current Application - Detailed Description and Staff Review

### Description

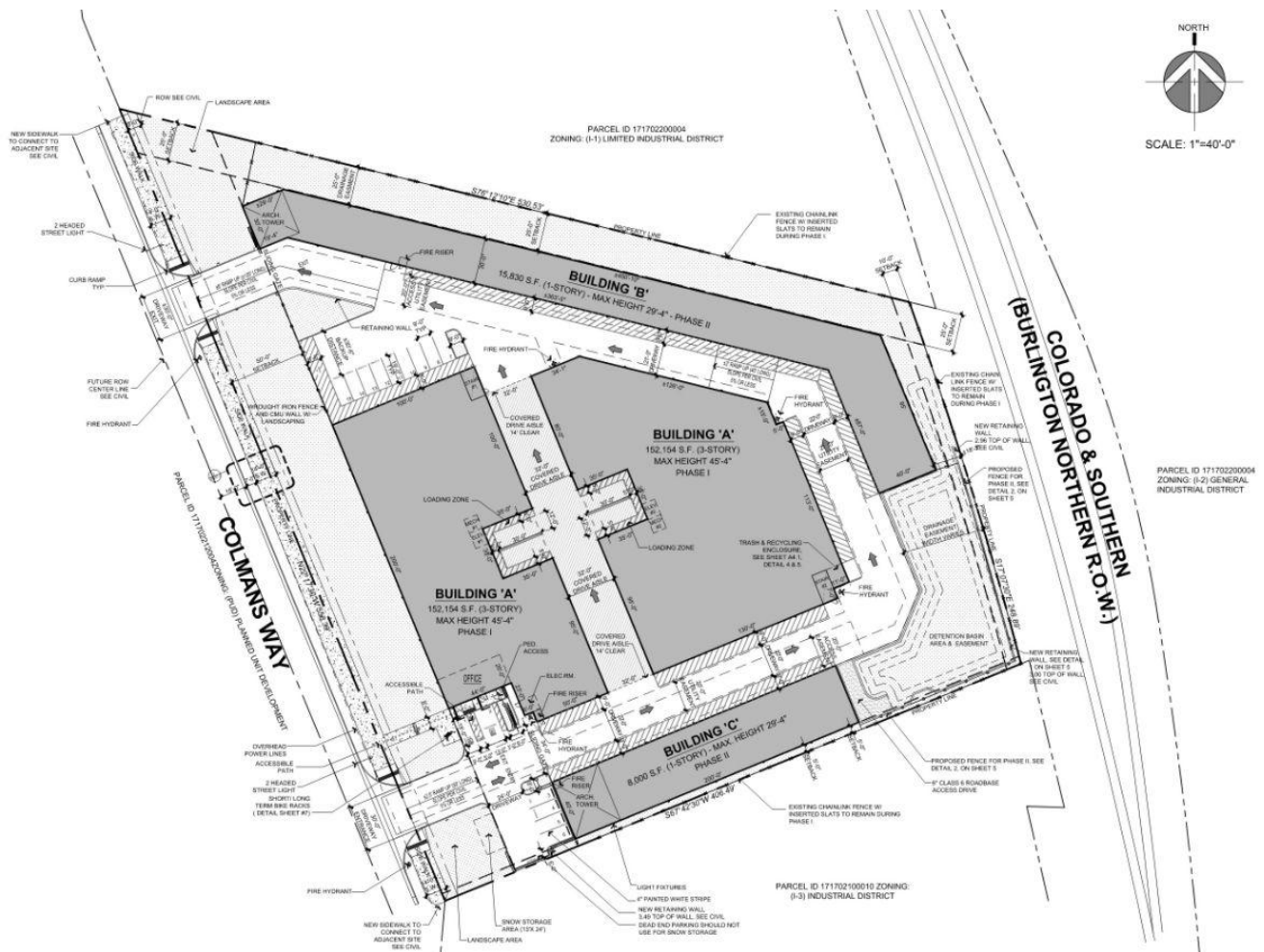
The proposed development is for a 175,984 square foot self-storage facility consisting of three buildings to replace a current outdoor storage operation. The proposed development is anticipated to be constructed in two phases, with the first phase consisting of a three-story 152,154 square foot building with a portion of the first floor reserved for an office space. The second phase would consist of two one-story buildings, one of which is 15,830 square feet and the second is 8,000 square feet for a total of 23,830 square feet. The proposed urban renewal site plan is depicted below. There are no variances requested as part of this application.

The development application was presented to LURC at their regularly scheduled May 12, 2025 hearing. At the May 12, 2025 hearing, the development application had multiple incomplete or missing elements that were identified as conditions for possible approval. Rather than voting to approve (with or without conditions) or deny the application, LURC voted to continue Resolution No. LURC 2025-5 regarding the

application to August 11, 2025, to allow the applicant time to resolve outstanding comments and provide missing information.

The applicant required additional time to finalize their updates to their application and, as such, was not ready for the hearing on August 11, 2025. That LURC hearing was cancelled, and the continued hearing was vacated due to the meeting not taking place. Since the August 11, 2025 meeting was cancelled, new public notices were required and completed for the September 8, 2025 LURC hearing.

LURC reviewed the revised application on September 8, 2025 and determined significant progress had been made to address the previously identified issues. There were two outstanding items that remained and were addressed through conditions of approval for this project. These outstanding items are related to engineering reports and landscaping. The City and County Engineer and the City and County's Landscape Architect both noted that the applicant has significantly resolved their concerns and the final elements outstanding are minor in scope and their resolution are able to be deferred to construction drawings without significant concern.



Proposed Development Site Plan

## Land Use Summary

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

COLMANS LAKEVIEW SELF STORAGE COMPOSITE LAND USE SUMMARY	
Land Use Coverage	Approximate Acreage/Percentage of Site Coverage
Open Area	1.19 Acres / 30.4%
Building Coverage	1.78 Acres / 45.5%
Parking / Drive Coverage	0.94 Acres / 24.0%
Total	3.91 Acres / ~100%

Composite Land Use Summary Table

## Vehicular Access, Circulation, and Parking

The site design has two vehicular access points along Colmans Way. The site is proposed to be gated to provide secure access to the buildings. It is predominantly circulated by means of one-way drives that direct traffic entering through the southern gate to either traverse around or through “Building A” and exit the site through the northern gated ingress/egress.

Colmans Way does not currently have sidewalks in this area; however, the proposed urban renewal site plan proposes adding a 14-foot sidewalk along the eastern side of Colmans Way, which would be a continuation of the adjacent sidewalk recently installed as part of the Cooper Heating and Cooling expansion. The proposed site design includes approximately 15 parking spaces, which exceeds the minimum parking required for mini-storage warehouses in the Jefferson County legacy code of 5.5 spaces per 1,000 gross square feet of office space (requiring 5 spaces for this project, resulting in 10 excess spaces). The development is not subject to Broomfield’s parking code requirements, including any parking reduction areas. The development will comply with the electric vehicle parking requirements established by the Building Code.

## Transit Access and Walkability

The closest bus service is provided at the Broomfield BRT Station at West 116th Avenue and US 36, an approximately one-half mile walk to the southwest. The development site is within the Regional Transportation District (RTD) and is served by the Broomfield Flexride, which provides curb-to-curb service within a defined geographic area generally bounded by West 144th Avenue to the north, US 36 to the west, West 112th Avenue to the south, and the City and County of Broomfield limits to the east. The Flexride also provides service to connect to high-frequency Bus Rapid Transit (BRT) service at the Broomfield and Flatiron BRT Stations along US 36. The BRT Stations provide transfer routes to Longmont, Boulder, and Denver. Denver Union Station is the hub for light and commuter rail connections throughout the Denver metropolitan area, with connections to Denver International Airport (DIA) and the Anschutz-Fitzsimons Medical Center, among other locations.

## Grading and Drainage

The applicant’s urban renewal site plan does not include an integrated grading plan, but the applicant did include a standalone grading plan, which was reviewed by the Engineering Division and is not identified as a key issue at this time. Final grading shall be required to be established as part of future construction drawings if the project is approved by the Urban Renewal Authority.



A detention pond is proposed for the southeast corner of the site. Information regarding the maintenance and operation of onsite detention ponds has been incorporated into the drainage report that supplements urban renewal site plans. The report has been reviewed and is considered sufficient at this stage. Any remaining comments can be deferred to the construction drawing review stage.

## Architecture

The proposed development consists of three buildings, one three-story and two single-story buildings. The maximum proposed height is 46 feet. The I-3(J) zone district does not establish a maximum height for industrial uses, so the proposed development is consistent with the allowable building height for the property.

The architectural design proposes a mixture of material types and colors, including gray architectural metal panels, white stucco, dark gray CMU block, and painted areas that feature brown and gray tones. The proposed building materials and colors align with the typical materials used for facilities of this nature and the earth tones predominantly used in Broomfield. The elevations provided in the applicant's urban renewal site plan and color plans show the exterior facades. The internal facades of the building are not known, but will need to maintain the use of the same building materials and colors as shown on the exterior facades.

The image below provides a rendering of the proposed facility as it would be seen from Colmans Way.



Rendering of the proposed facility

## Landscaping and Lighting

Following the May 2025 LURC hearing, the applicant has revised their urban renewal site plan to incorporate a landscape plan. This landscape plan is largely compliant with the City and County of Broomfield's landscape code requirements. Broomfield's Landscape Architect and Engineering Division considers the plan adequate to proceed to a hearing. Any remaining minor comments related to the landscape plan can be deferred and finalized at the construction drawing review stage if the proposed urban renewal site plan is approved by the Urban Renewal Authority. A condition requiring final construction drawing plans is incorporated in approved Resolution No. LURC 2025-5 and is proposed to be included in the BURA resolution for approval if BURA desires approval of the proposed project. The photometrics plan shows that the site's lighting is proposed to be consistent with City and County of Broomfield's lighting requirements. This includes limiting potential light spill over at the property lines and requiring downcast lighting.

## Signage

The proposed development does not include any special exception requests from the Broomfield Municipal Code's sign code regulations. Signage will be reviewed for compliance with code at the time of permitting.

## Variances

The applicant is not requesting any variances as part of their development application.

## Sustainability

The applicant has not specified any specific sustainability elements that they are incorporating into the development proposal.

## Improvement Agreement

A Subdivision Improvement Agreement is being finalized with the applicant. The agreement is eligible for approval by the City Manager provided there are no financial commitments assigned to Broomfield. There are no anticipated financial commitments to be assigned to Broomfield through this agreement. If the URSP is approved, the agreement will be finalized before recording the URSP and approving construction permits.

## 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.

The application was originally submitted in 2018 prior to the requirement for developers to hold neighborhood meetings, and as such, no meeting was held for this project.

A project website was created for this development on the BroomfieldVoice platform (linked provided above) for general information and public engagement. Staff provided general information and shared submittal documents on this page throughout the technical review process. Any public comments received by 12 Noon in advance of the hearing on September 8th will be added to the correspondence folder for this application.

## Land Use Review Commission

On May 12, 2025, the Land Use Review Commission (LURC) held a public hearing concerning the proposal. The commission identified a number of concerns (identified below) and continued the hearing to August 11, 2025.

- Site design concerns with two-way circulation within the site, parking configurations, and possible traffic conflicts
- Engineering Reports (Drainage, Utility, Traffic), which were not complying with the Broomfield Engineering Standards and Specifications
- The lack of a grading plan and a landscape plan in the urban renewal site plan
- The lack of North Metro Fire District approval of the proposed development
- The lack of an approved Exhibit C for the required Improvement Agreement for the development

The applicant made significant progress on the outstanding issues and worked on redesigning circulation to address LURC's concerns, but was unable to complete the revisions prior to the August 11, 2025 LURC hearing. Because of this, the August 11, 2025 LURC hearing was cancelled, and the project was rescheduled for September 8, 2025. The applicant was required to complete new public notices for the new meeting date.

On September 8, 2025, LURC held a public hearing concerning the proposal. The Commission thanked the applicant for their significant progress in resolving issues with the proposal, noting that the City and County Engineer was supportive of deferring final engineering reports and a final landscape plan to the construction drawing process. The Commission voted unanimously to approve the development proposal with conditions (discussed on the first page of this memorandum).

## Staff Review of Key Issues

Staff has not identified any key issues with this development proposal.

## 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 following provisions of the Broomfield Municipal Code:

### Urban Renewal Site Plan

#### **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.

### Original Broomfield Urban Renewal Plan Review Standards:

The decision of the Authority shall be based on whether a proposed Site Plan meets the following standards.

- (1) The proposal should be consistent with any element, purpose, vision and standard of this Plan, the Neighborhood Plan, and, if applicable, Design Guidelines and Standards.
- (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 scale.
- (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.

## The Urban Renewal Plan also provides:

The Site Plan shall be submitted to the Authority in a form consistent with Site Development Plan submittal, format and contents requirements of the Broomfield Municipal Code as they may be amended from time to time.

The Authority shall hold a public hearing on any proposed Site Plan. Additionally, the City and County of Broomfield Land Use Review Commission shall hold a public hearing on Urban Renewal Site Plans prior to consideration of the Site Plan by the Authority. The Land Use Review Commission shall make recommendations to the Authority as to conformity to the Plan and applicable urban renewal Design Guidelines and Standards, if any. Notice of hearings shall be given in accordance with notice requirements for Site Development Plans in the Broomfield Municipal Code as they may be amended from time to time.

The Land Use Review Commission reviews the Urban Renewal Site Plan based on the following provisions of the Broomfield Municipal Code.

## Site Development Plans and Urban Renewal Site Plans

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

#### (A) Appeal.

- (1) The decision of the land use review commission to approve, approve with conditions, or deny a site development plan may be appealed to the city council by the applicant or other interested party. An appeal shall be filed in writing with the planning director not more than fifteen days after the action taken by the land use review commission. The appeal shall state all reasons for dissatisfaction with the action of the land use review commission.
- (2) The city council shall hold a noticed public hearing on the appeal. The decision by the city council to approve or deny a site development plan shall be final and binding. The accepted appeal will be placed on the first possible public hearing agenda, to be determined and coordinated by the city clerk's office. City council shall hold a public hearing on the proposed site development plan application and approve, approve with conditions, or deny the proposed site development plan, based on the applicable approval criteria in section 17-38-220, B.M.C.

#### (B) Call-up by city council.

- (1) At the same time a decision concerning the site development plan is provided to the applicant, the planning director shall forward to the city council a written statement including at a minimum the following:
  - (a) The location of the affected property
  - (b) A description of the proposed site development plan
  - (c) Summary of public comments submitted regarding the application
  - (d) The basis for the land use review commission's decision
- (2) Upon receiving the planning director's statement, and no later than 15 calendar days after the date of the approval, a city councilmember may call up the commission's decision for review before the city council.
  - (a) The city council shall review the commission's determination at a public hearing held as soon as practical after the commission's decision. Prior written notice of this hearing shall be provided to the applicant and the public pursuant to chapter 17-52, B.M.C.
  - (b) At the public hearing, the city council shall consider evidence related to the commission's decision, which may be presented by the city manager or designee, the applicant, or interested members of the public. The city council shall not be limited in their review to the subject of the call-up, but may review any aspect or component of the application that was called-up. Based upon this evidence, the city council may affirm the commission's decision, alter conditions, add new conditions, or reverse the commission's determination on any aspect of the site development plan application. No site development plan that is the subject of a call-up shall be recorded, and no permits based upon the site development

plan shall be issued, until such time that a public hearing has been conducted by the city council and a final decision approving the site development plan has been made by the city council.