
Tuesday, February 10, 2026, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

**** Revised ****

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1. Meeting Commencement

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

2. Petitions and Communications

- 2.A. Proclamation - World Tai Chi and Qigong Day

3. Councilmember Reports

4. Public Comment

5. Reports

- 5.A. 2026 Legislative Session Update

6. Consent Items

- 6.A. Minutes for Approval
- 6.B. Resolution - Authorizing the Purchase of Deicing Materials for the 2026 Snow and Ice Program
— Resolution 2026-19 approving the purchase of Deicing Materials for the 2026 Snow and Ice Program
- 6.C. Resolution - Amendment to Mustang Acres Vertical Bridge Wireless Agreement
— Resolution 2026-18 approving a First Amendment to the Mustang Acres Tower Wireless Agreement
- 6.D. Resolution - Anthem Pond 45 Inlets
— Resolution No. 2026-20 approving a construction agreement with Civil Specialties, Inc. for restoration of Pond 45 Inlets: Storm Lateral 11 (Prebble Creek Parkway) and Storm Lateral 15 (Lowell Boulevard) at Anthem Filing 16 & 20 Pond 45

7. Action Items

- 7.A. Public Hearing - Ordinance Second Reading - Amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles
— Ordinance No. 2293 amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles

7.B. Public Hearing - Ordinance Second Reading - Amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield

— Ordinance No. 2283 amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield

7.C. Ordinance - First Reading - Model Traffic Code

— Ordinance No 2297 amending Chapter 10, Vehicles and Traffic, of the Broomfield Municipal Code and Adopting the 2024 Model Traffic Code for Colorado

7.D. Ordinance - First Reading - Amending Court Costs and Fees

— Ordinance 2292 updating Chapter 2-28 of the Broomfield Municipal Code and making amendments relating to costs assessed in Municipal Court

7.E. Ordinance - First Reading - Addition of a Municipal Code Chapter Prohibiting Discrimination Within Broomfield

— Ordinance 2296 Amending the municipal code to prohibit discrimination within Broomfield in housing, employment, and public accommodations.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

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

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

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



Date Posted: February 9, 2026



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Kelli Cole, Executive Office Manager

Meeting Date: Tuesday, February 10, 2026, 6:00 PM
Agenda Category: Petitions and Communications
Agenda Item: 2A
Subject: Proclamation for World Tai Chi and Qigong Day

Goals: N/A

Overview

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Proclamation for World Tai Chi and Qigong Day 2026

Attachments

[Memo - World Tai Chi and Qigong Day 2026.pdf](#)

[World Tai Chi and Qigong Day Proclamation 2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

On Saturday, April 25, 2026, at 10 a.m. local time, millions of people across more than 80 countries will unite for World Tai Chi and Qigong Day, creating a powerful "healing wave" that will spread across the planet. Starting in New Zealand and rolling through six continents, this global event promotes health, wellness, and a deep sense of community.

World Tai Chi and Qigong Day is a synchronized global movement that transcends borders and cultures. People of all ages and skill levels will gather in public spaces, from bustling cities to serene parks, to practice Tai Chi and Qigong. These ancient Chinese exercises are renowned for their health benefits and the event will showcase a stunning visual display of unity and peace.

Rooted in Traditional Chinese Medicine and refined over thousands of years, Tai Chi and Qigong are now globally recognized for their powerful health benefits. They are increasingly being integrated into hospitals, businesses, schools, prisons, and other institutions as effective tools for improving mental and physical well-being.

This year, Broomfield, Colorado, will join hundreds of cities worldwide in celebrating World Tai Chi and Qigong Day. Residents and participants from surrounding areas will gather at Anthem Park to contribute to this international wave of health and healing, offering a unique opportunity to be part of a global movement for wellness and peace. Whether you're an experienced practitioner or a curious newcomer, this event provides a chance to connect with others and experience the profound benefits of these ancient practices.

The proclamation declaring April 25, 2026 as World Tai Chi and Qigong Day in Broomfield is included as an attachment.

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 APRIL 25, 2026 AS WORLD TAI CHI AND QIGONG DAY IN BROOMFIELD

- WHEREAS, *On Saturday, April 25, 2026, at 10 a.m. local time, millions of people across more than 80 countries will unite for World Tai Chi and Qigong Day, creating a powerful "healing wave" that will spread across the planet. Starting in New Zealand and rolling through six continents, this global event promotes health, wellness, and a deep sense of community; and*
- WHEREAS, *World Tai Chi and Qigong Day is not just a series of demonstrations and participatory exercises—it is a synchronized global movement that transcends borders and cultures. People of all ages and skill levels will gather in public spaces, from bustling cities to serene parks, to practice Tai Chi and Qigong. These ancient Chinese exercises are renowned for their health benefits and the event will showcase a stunning visual display of unity and peace; and*
- WHEREAS, *Rooted in Traditional Chinese Medicine and refined over thousands of years, Tai Chi and Qigong are now globally recognized for their powerful health benefits. They are increasingly being integrated into hospitals, businesses, schools, prisons, and other institutions as effective tools for improving mental and physical well-being; and*
- WHEREAS, *This year, Broomfield, Colorado, will join hundreds of cities worldwide in celebrating World Tai Chi and Qigong Day. Residents and participants from surrounding areas will gather at Anthem Park to contribute to this international wave of health and healing; and*
- WHEREAS, *World Tai Chi and Qigong Day offers a unique opportunity to be part of a global movement for wellness and peace. Whether you're an experienced practitioner or a curious newcomer, this event provides a chance to connect with others and experience the profound benefits of these ancient practices.*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim April 25, 2026 as:

WORLD TAI CHI AND QIGONG DAY IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 10th day of February, 2026.

Guyleen Castriotta
Mayor



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Danee Brouillard

Meeting Date: Tuesday, February 10, 2026, 6:00 PM
Agenda Category: Reports
Agenda Item: 5A
Subject: 2026 Legislative Session Update

Goals: N/A

Overview

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[View Presentation](#)

Colorado General Assembly Legislative Update Feb. 10

Attachments

[Memo for Colorado General Assembly Legislative Update February 10, 2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Colorado Assembly kicked off the Legislative Session on January 14, 2026 and will conclude its 120-day session on May 13, 2026. Staff, in partnership with Bowditch Cassell Public Affairs (BCPA), are reviewing legislation when introduced to determine if the bill has a direct impact on Broomfield as an entity. If, through the precursory review, it is determined that the bill impacts the City and County of Broomfield (CCOB) directly, staff then does a deeper dive to determine the magnitude. As staff move through this review process, the bills that impact CCOB directly and with a magnitude that needs to be monitored will be added to the [CCOB Bill Tracker](#). Staff will continue to review and update the bill tracker throughout the session.

Pending the level of impact on CCOB (minimal, manageable, or significant), staff will bring forward legislation for Council's consideration of a formal position. We anticipate these requests for positions to be limited due to the focused and strategic legislative efforts this year that Council directed staff to follow coupled with the state's ongoing budget deficit, which will limit bills with large fiscal notes. Once the City Council has taken a formal position on legislation, staff will create a priority bill tracker for those limited bills.

Staff will provide legislative updates routinely at the first Council meeting each month, and as needed. Due to the nature of legislation and frequent/constant changes, staff will modify the staff presentation in advance of the meeting to ensure the information presented at the time of the meeting is as updated as possible.

As of the date of the memo, the legislative update at the February 10, 2026, Council Meeting will include information on the following:

1. [HB26-1001: Housing Developments on Qualifying Property](#) (also known as the HOME Act)
 - The bill's goal is to create more affordable housing stock, but as introduced, it removes local decision-making authority, eliminates the community engagement process, and imposes unfunded mandates on local governments.
 - [Staff have identified concerns with the bill as summarized here.](#)
 - The bill was heard by the House Transportation, Housing and Local Government Committee on Tuesday, February 2, 2026, of which Representative Nguyen is a member. Staff shared data with the committee on the anticipated impact of the bill on the CCOB and noted on the record that Council would be considering a position. Councilmember Henkel testified similarly. On behalf of Colorado Municipal League (CML) and the Metro Mayors Caucus (MCC), Mayor Castriotta testified in opposition to the bill, establishing the broader municipal perspective on the record. The Committee referred HB26-1001, with amendments, to the Committee of the Whole with a 9-4 vote.
 - City Council's membership organization positions:
 - Colorado Municipal League (CML): Opposed
 - Metro Mayors Caucus (MMC): Opposed
 - At the time of this memo, Colorado Counties Acting Together (CCAT) and Colorado Counties Incorporated (CCI) have not taken an official position. Staff will provide an update on their position as part of the staff presentation.

2. [SB26-040: Affordable Home Ownership Program](#)
 - This bill seeks to address the homeownership portion of [Proposition 123](#). Staff have previously raised concerns that the guidelines put forth in the Proposition 123 Down Payment Assistance Program related to the front-end debt-to-income ratio (FER). The current FER in Proposition 123 is 35%, whereas most state programs' FER is 45%. Amending the FER in Proposition 123 to 45% would allow CCOB and other local governments to allocate these funds to applicants. Based on prior Council approval, staff is working with the bill sponsors and the Department of Local Affairs (DOLA) to add this language into SB26-040.
 - At the time this memo was drafted, City Council's membership organizations had not registered any official positions on this bill.
3. [SB26:070 Ban Government Access Historical Location Information Database](#) was introduced and assigned to the Senate Judiciary. It is sponsored by Representative Nguyen. As currently written, the bill prohibits a government entity from accessing a database that reveals an individual's or a vehicle's historical location information, subject to certain exceptions. The bill also prohibits a government entity from sharing historical location information with third parties or government agencies outside their jurisdiction, subject to certain exceptions, and makes historical location information not a public record for the purposes of the "Colorado Open Records Act".
 - Broomfield Police Department (BPD) remains committed to privacy protections, and staff have concerns regarding the impact this bill will have on law enforcement and efforts to keep our community safe. Chief Hempelmen will continue to monitor this bill and advocate for Broomfield through her professional sheriff and chief of police organizations, both of which are in opposition.
 - At the time of this memo being drafted, the Colorado Municipal League was the only City Council's membership organization with an official position (amend).
4. [SB26-024: State & Local Unmanned Aircraft Regulation](#) was introduced and assigned to the Senate Local Government and Housing Committee, of which Senator Lindstedt is a member. The bill creates the "Unmanned Aircraft Systems Rights and Authorities Act". Specifically and most concerning, the bill limits the regulatory authority of local governments, including the prohibition of regulating ownership, operation, design, manufacture, testing, maintenance, licensing, registration, training, or certification of a pilot, operator, or observer. A local government may regulate the use of drone systems owned by or used by the local government or launching from or landing on local government property.
 - The first committee hearing is scheduled for February 5, 2026. Due to Senator Lindstedt's role on the committee, staff will reiterate that the removal of local control is against Broomfield's legislative principles.
5. [HB26-1076: Transportation Statutory Clean-up](#) was introduced and assigned to the Housing, Transportation, Housing and Local Government committee, of which Representative Nguyen is a member. As currently written, the bill amends statutes governing the Department of Transportation. For Broomfield specifically, it clarifies which transportation commission district represents the City and County of Broomfield.
 - Background: In terms of [CDOT Commissioner representation](#), Broomfield has been split between District 4 (Boulder and Adams) and District 2 (Jefferson), making Broomfield's representation ambiguous. This clean-up will place CCOB fully in District 4 and remove the ambiguity.

- Staff’s understanding is that this clean-up bill should move through without issue. Staff will continue to monitor, but is not requesting a formal position at this time to allow us to focus our legislative efforts on other higher-impact/concerning legislation.

If the Council desires to take a formal position on any of the bills discussed that evening, it would be appropriate to do so via a motion. A two-thirds majority is required for the Council to direct a formal position on a bill.

Financial Considerations

Specific to any future consideration on legislation, there is no direct financial cost for Council to take a formal position. However, bills may have a fiscal impact on CCOB’s operational budget.

Broomfield entered into a contract with Bowditch and Cassell Public Affairs (BCPA) for January - December 2026.

Sources and Uses of Funds	Amount
Executive Management Budget - Professional Services, Misc. account. 01-13100-53170	\$40,000
Bowditch & Cassell Public Affairs (BCPA)	-\$30,000
Projected Balance	\$10,000

Prior Council or Other Entity Actions

[January 13, 2026 Council Meeting - Legislative Update \(presentation\)](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to take a formal position on bills shared during the staff presentation and Council discussion, the appropriate motion is...

I move that Council take a {support, oppose, amend} position on Bill Number XXX.

A two-thirds majority is required for Council to direct a formal position on a bill.

Alternatives

Council can choose not to take a formal position.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: {{presentedBy}}

Meeting Date: Tuesday, February 10, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6E
Subject: Minutes for Approval

Goals: N/A

Overview

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

Approval of Minutes for Regular Council Meeting of January 27, 2026

Attachments

[Minutes of January 27, 2026.pdf](#)

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

January 27, 2026, 6:00 PM - January 27, 2026, 9:10 PM

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[View Presentations](#)

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

- **Guyleen Castriotta**, Mayor (Remote, present until 8:10 p.m)
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Sarah Braun**, Ward 3
- **Jean Lim, Mayor Pro Tem**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

Also Present:

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

The Mayor Pro Tem called a recess at 8:00 p.m. The meeting reconvened at 8:10 p.m.

1. Meeting Commencement

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

1.B. Review and Approval of Agenda- 6:03 PM

2. Petitions and Communications

2.A. Recognition of Broomfield High School Gymnastics Team- 6:03 PM

2.B. Residential Snow Plow Naming Contest- 6:09 PM

3. Councilmember Reports

4. Public Comment

5. Reports

5.A. Master Services Agreement Quarterly Report - December 2025- 6:17 PM

5.B. Expense Report for Elected Officials- 4th Quarter 2025- 6:19 PM

6. Consent Items

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

6.A. Minutes for Approval - 6:25 PM

6.B. Council's Consideration of Event Sponsorships 2026 Slate- 6:25 PM

6.C. Resolution - Social Services Expenditures 2025 Q3- 6:25 PM
(Board of Social Services - BSS)

6.D. Resolution - Authorizing an Intergovernmental Agreement to Implement a 9-1-1 Call Handling System- 6:25 PM

6.E. Resolution - Vista Pointe Fee Waiver Request- 6:25 PM

6.F. Resolution - Outlook Lift Station Final Design Agreement- 6:25 PM

7. Action Items

7.A. Public Hearing - Resolution - North Park Filing No. 2 Replat J Final Plat- 6:32 PM
Public Hearing was opened at 6:32 PM and closed at 7:14 PM

Councilmember Anderson moved to approve Resolution No. 2026-13 for North Park Filing No. 2 Replat J Final Plat. The motion was seconded by Councilmember Delgadillo, and passed 6-2, with Councilmember Ward and Councilmember Henkel opposed. Councilmember Cohen recused.

7.B. Public Hearing - Resolution - North Park Filing No. 7 Final Plat and Site Development Plan- 7:17 PM

Public Hearing was opened at 7:18 PM and closed at 7:51 PM

Councilmember Delgadillo moved to approve Resolution No. 2026-14 for North Park Filing No. 7 Final Plat and Site Development Plan. The motion was seconded by Councilmember Anderson and passed 5-3. Councilmember Ward, Councilmember Henkel, and Councilmember Twiss opposed. Councilmember Cohen recused.

7.C. Resolutions - Nonprofit Amendment Approvals for Department of Human Services - 8:10 PM

Councilmember Ward moved to approve Resolution 2026-10 approving the First Amendment to the Agreement with A&I Avenues for Nonprofit Grant Funding. The motion was seconded by Councilmember Delgadillo and passed 9-0.

Councilmember Anderson moved to approve Resolution 2026-11 approving the First Amendment to the Agreement with Broomfield FISH for Nonprofit Grant Funding. The motion was seconded by Councilmember Henkel and passed 9-0.

Councilmember Ward moved to approve Resolution 2026-12 approving the First Amendment to the Agreement with Clinica Family Health & Wellness for Nonprofit Grant Funding . The motion was seconded by Councilmember Twiss and passed 9-0.

7.D. Ordinance - First Reading - 2024 Building Code Update- 8:18 PM

Councilmember Braun moved to approve on first reading and order published in full Ordinance No. 2295 amending certain Sections of the Broomfield Municipal Code and Adopting the 2024 International Building Code and Related Codes as Primary Codes by Reference with an Effective Date of April 15, 2026. The motion was seconded by Councilmember Anderson and passed 9-0.

7.E. Ordinance - First Reading - Updates to Water Use and Drought Restrictions - 8:30 PM

Councilmember Henkel moved to approve on first reading and order published in full Ordinance No. 2294 amending Certain Sections of Chapter 13-36 of the Broomfield Municipal Code Water Use and Drought Restrictions. The motion was seconded by Councilmember Braun and passed 9-0.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Pro Tem Lim

Office of the City and County Clerk



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Barney Gordon

Meeting Date: Tuesday, February 10, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6B

Subject: Resolution - Authorizing the Purchase of Deicing Materials for the 2026 Snow and Ice Program

- Resolution 2026-19 approving the purchase of Deicing Materials for the 2026 Snow and Ice Program

Goals: Mobility, Thriving, Diverse, Safe and Welcoming Community

Overview

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

Broomfield Public Works requires approximately 126,000 gallons of liquid and 4,200 tons of granular deicing materials for the 2026 snow and ice season. The city plans to purchase these materials through a cooperative procurement with the State of Colorado's contract, which was awarded to Envirotech Services, Inc. Resolution No. 2026-19 is proposed to authorize the \$775,000 purchase for 2026 and to allow for future purchases from successful state bidders for an additional three one-year periods.

Attachments

[Snow and Ice Materials Purchase Memo.pdf](#)

[Resolution 2026-19.pdf](#)

Summary

[View Correspondence](#)

Street maintenance responsibilities, including snow and ice control, are shared between the Colorado Department of Transportation (CDOT) and the Broomfield Public Works Department's Street Maintenance Division. CDOT is responsible for I-25, US 36, US Highway 287 (including 120th Avenue), and State Highways 7, 121 (Wadsworth Parkway), and 128. Broomfield Public Works is responsible for all other streets within the City and County Limits and manages snow and ice control operations defined by the city's [Snow and Ice Plan](#), which classifies storms by severity and assigns priority ratings to streets and the trail network. Broomfield uses two deicing materials: granular deicer for ice and packed snow removal, and liquid deicer for cold storms with dry snow and a combination of the two materials for cold storms with snow pack. Staff estimates the need for approximately 126,000 gallons of liquid and 4,200 tons of granular deicing materials for 2026.

Broomfield's current contract for deicing materials has expired; however, Chapter 3-20 of the Broomfield Municipal Code permits purchases through cooperative procurement with other organizations, such as the State of Colorado's annual bid process, which meets or exceeds Broomfield's requirements. Envirotech Services, Inc. was awarded a state contract to supply granular ([IFB 23-004/Award #311002284](#)) and liquid ([IFB 23-001/Award #311002486](#)) deicing materials with a term that extends through 9/30/26 with an option to renew that meets the Street Maintenance Division's requirements. It is not anticipated that Broomfield would receive a lower bid through a separate bid process.

Winter weather is unpredictable. The anticipated spend in 2026 is \$775,000. Proposed Resolution No. 2026-19 contains the necessary actions to authorize the purchase of liquid and granular deicing materials for 2026 from Envirotech Services, Inc., for an amount not exceed the appropriated budget amount, currently at \$775,000 and as it may be amended by Council. The resolution also authorizes the City and County Manager to approve purchases from subsequent successful bidders of the Colorado State Bid for three additional one-year periods, subject to annual budget appropriations approved by the City Council.

Financial Considerations

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

Sources and Uses of Funds	Amount
Fund 06-34200-52190 Snow and Ice Supplies	\$775,000
<hr/>	
2026 Expense 1 - Granular Deicer	-625,000
2026 Expense 2 - Liquid Deicer	-\$150,000
Projected Balance	\$0.00

Prior Council or Other Entity Actions

On February 8, 2022 Council adopted [Resolution 2022-12](#) Authoring the Purchase of Deicing Materials from Envirotech Services, Inc. for the 2022 Snow and Ice Program

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2026-19 be adopted.

Alternatives

Do not purchase deicing materials, which would reduce the level of service in the community.

RESOLUTION NO. 2026-19

A resolution authorizing and approving the purchase of deicing materials from Envirotech Services, Inc. for the 2026 Snow And Ice Control Program

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

Section 1.

In 2026, the City and County Manager is authorized to approve purchase orders for Envirotech Services, Inc. for deicing materials in an amount not to exceed the appropriated budget amount, currently at \$775,000 and as it may be amended by Council.

Section 2.

The City and County Manager or designee thereof is authorized to approve purchase orders to subsequent successful bidders on the state bid for deicing materials for three additional one-year periods, subject to annual budget appropriations approved by the City Council. Such purchase orders shall not exceed the appropriated budget.

Section 3.

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

Approved on February 10, 2026

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



C. Resolution - Amendment to Mustang Acres Vertical Bridge Wireless Agreement

Meeting	Agenda Group
Tuesday, February 10, 2026, 6:00 PM	Consent Items Item: 6C.
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

Overview

[View Correspondence](#)

Vertical Bridge owns, operates and manages a wireless communications facility known as Mustang Acres Tower on land acquired by the City as part of the Anthem Highlands development. The tower is located in Tract B of Anthem Filing No. 24, near the proposed site of the new Broomfield Water Tanks. The wireless tower has operated on the property since 1991. Vertical Bridge recently acquired ownership of Mustang Acres Tower. Vertical Bridge identified Mustang Acres Tower as having a negative revenue stream with costs that exceed its revenues. Vertical Bridge presented to city staff the proposed amendment in order to keep Mustang Acres Tower operational for the long term. Proposed Resolution No. 2026-18, if approved, would approve an amendment to the 2021 Agreement that: 1) reduces the base monthly rent from \$2,250 to \$2,000; and 2) reduces the escalation of rent from 3% annually to a single 10% increase that occurs after the first ten year term (an average of 1% annually). Additional escalations of 10% would occur following each of the automatic renewal terms thereafter.

Attachments

[Memo - Approving an Amendment to the Mustang Acres Tower Wireless Agreement .pdf](#)

[Resolution No. 2026-18 First Amendment to Mustang Acres Tower Wireless Agreement.pdf](#)

[Mustang Tower - CCOB First Amendment FINAL 2-10-2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Vertical Bridge owns, operates and manages a wireless communications facility known as Mustang Acres Tower on land acquired by the City as part of the Anthem Highlands development. The tower is located in Tract B of Anthem Filing No. 24, near the proposed site of the new Broomfield Water Tanks. The wireless tower has operated on the property since 1991. Pictures showing the location and existing tower are available [here](#).

Broomfield approved the most recent wireless agreement for Mustang Acres Tower with Cellco Partnership, d/b/a Verizon Wireless on June 22, 2021 with an effective date of February 2, 2022 (the "[2022 Agreement](#)"). The agreement was for an initial period of ten (10) years and will automatically renew for three (3) additional five (5) year terms and expire in 2047. The 2022 Agreement requires the operator pay the City a base monthly rent of \$2,250; and the rent is to increase by three percent (3%) annually.

Vertical Bridge recently acquired ownership of Mustang Acres Tower, together with 6300 other cell towers that were owned and operated by Verizon as Verizon shifts its focus to the expansion of its 5G Network vs. managing cell towers. This shift represents a major transition in the industry. As part of this acquisition, Vertical Bridge identified Mustang Acres Tower as having a negative revenue stream with costs that exceed its revenues. Vertical Bridge presented to city staff the proposed amendment in order to keep Mustang Acres Tower operational for the long term.

Proposed Resolution No. 2026-18, if approved, would approve an amendment to the 2022 Agreement that: 1) reduces the base monthly rent from \$2,250 to \$2,000; and 2) reduces the escalation of rent from 3% annually to a single 10% increase that occurs after the first ten year term (an average of 1% annually). Additional escalations of 10% would occur following each of the automatic renewal terms thereafter. So Broomfield would see rent increases in years 11, 16, and 21.

The requested changes to the base rent and escalation calculation (3% annual escalation) will result in a negative adjustment to the revenues received by Broomfield. For instance, the current rent owed to the City in 2026 is \$2532.40 per month. The annual rent in 2026 under the proposed amendment would be reduced by approximately \$6,315.

Total rent owed to the City under the proposed amended agreement is \$24,000 annually or approximately \$148,000 over the remaining 74 months of the initial 10 year term. Additional revenue may be realized as Vertical Bridge has agreed to a twelve percent (12%) revenue share of the gross revenue received by Vertical Bridge from the sublease, license, or colocation of the site by third party users.

Staff is bringing the proposed modification to Council for consideration at the request of the tower operator. If the lease agreement is not amended, the operator may choose to terminate the agreement early and decommission the tower. In this case, Broomfield would receive an early termination fee of two years rent but no additional revenue after the tower was decommissioned. Broomfield does not have facilities located on the tower that would be impacted by decommissioning. Decommissioning the tower may negatively impact cellular coverage in the immediate area.

All revenues received from the 2022 Agreement and this amendment are deposited into the Open Space Fund because the tower is located on open lands.

Financial Considerations

The proposed amendment to the 2022 Agreement is a revenue agreement. Contributions to the open space fund from the agreement would total \$24,000 annually or approximately \$148,000 over the remaining 74 months of the initial term. This amount reflects a negative adjustment in rents owed under the current agreement of approximately \$6,315 in 2026.

Prior Council or Other Entity Actions

[June 22, 2021](#) - Council approved Resolution No. 2021-111 approving the 2021 Agreement with Cellco Partnership, d/b/a Verizon Wireless.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the proposed amendment to the 2022 Agreement, the appropriate motion is...
That Resolution 2026-18 be adopted.

Alternatives

Council could choose not to adopt the resolution and the 2022 Agreement would remain in effect until its natural termination in 2047 or until such time as Vertical Bridge opts to terminate the agreement. In the event of an early termination, Vertical Bridge would owe the City an early termination fee equal to two (2) years' rent, at the then current rate.

RESOLUTION NO. 2026-18

A resolution approving a First Amendment to the Mustang Acres Tower Wireless Agreement

Recitals.

Whereas, the City and County of Broomfield (the “City”) is the owner of certain real property located at 3295 153rd Avenue, Broomfield, Colorado upon which the Mustang Acres wireless tower is located;

Whereas, the City Council approved an agreement with Cellco Partnership d/b/a Verizon Wireless on June 22, 2021 with an effective date of February 9, 2022, to use and occupy city and county land for purposes of owning, operating, and maintaining the Mustang wireless tower and related ancillary facilities and equipment (the “2022 Agreement”);

Whereas, VB Acquisitions, LLC (“Vertical Bridge”) has acquired all rights to own, operate and maintain Mustang Acres wireless tower and its ancillary facilities and equipment;

Whereas, City and Vertical Bridge wish to amend the 2022 Agreement to adjust the rent to be paid to Broomfield (the “First Amendment”).

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

Section 1.

The First Amendment to the 2022 Agreement to use and occupy city and county land 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 First 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 February 10, 2026

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

**FIRST AMENDMENT TO THE 2022 AGREEMENT
TO USE AND OCCUPY CITY AND COUNTY LAND
(MUSTANG ACRES TOWER)**

THIS FIRST AMENDMENT TO THE 2022 AGREEMENT TO USE AND OCCUPY CITY AND COUNTY LAND (this “**First Amendment**”), dated as of this ____ day of _____, 2026 (the “**Effective Date**”), by and between the City and County of Broomfield, a Colorado municipal corporation and county (“**City**”), and VB Acquisitions, LLC, a Delaware limited liability company, as successor-in-interest to Cellco Partnership d/b/a Verizon Wireless (“**Company**”), recites and provides:

RECITALS

WHEREAS, City is the fee owner of certain real property located in the City and County of Broomfield, State of Colorado (the “**Property**”), more particularly described on Exhibit A attached hereto.

WHEREAS, City and Cellco Partnership, d/b/a Verizon Wireless, entered into an agreement for a permit to use and occupy city and county land dated February 9, 2022 (the “**2022 Agreement**”).

WHEREAS, Company has succeeded in interest from Cellco Partnership d/b/a Verizon Wireless and is the current tenant under the 2022 Agreement, pursuant to which City leases to Company a portion of the Property, as more particularly described in the 2022 Agreement (the “**Premises**”).

WHEREAS, Company owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises.

WHEREAS, City and Company now desire to amend the 2022 Agreement as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the 2022 Agreement as follows:

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the 2022 Agreement. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
2. Rent. Commencing January 1, 2026 the monthly rent (“**Rent**”) shall be Two Thousand and No/100 Dollars (\$2,000.00), paid monthly, in advance, to City’s address set forth in Section 4 below. Rent shall adjust on the first (1st) day of each Renewal Term and each Renewal Term thereafter, as applicable, by ten percent (10%) over the prior term’s Rent amount.

3. Revenue Share. Section 4 of the 2022 Agreement is hereby deleted in its entirety and replaced with the following:
- a. Subject to other applicable terms, provisions, and conditions of this Section, Company shall pay City an amount equal to Twelve Percent (12%) of the gross revenue for each additional sublease, license, or other collocation agreement for the use of any portion of the Premises entered into by and between Company and a third party (any such party, the “**Additional Collocator**”) subsequent to the Effective Date (such amount, the “**Collocation Fee**”)
 - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Company of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Company’s obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Company shall have no obligation to pay to City and City hereby agrees not to demand or request that Company pay to City any Collocation Fee in connection with the sublease to or transfer of Company’s obligations and/or rights under the 2022 Agreement, as amended, to any subsidiary, parent or affiliate of Company.
 - c. City hereby acknowledges and agrees that Company has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses, or collocation agreements for occupancy on Company’s communications tower, all of such terms as Company deems advisable, in Company’s sole discretion, notwithstanding that the same may affect the amounts payable to City pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, City hereby acknowledges and agrees that Company shall have no obligation to pay and shall not pay to City any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Company, or Company’s predecessors-in-interest, as applicable, and any third parties, or such third parties’ predecessors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the “**Existing Agreements**”); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Company and Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Company and any Additional Collocators if the City has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators’ facilities outside of the Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or types of fees, or any other monetary consideration) to City for such use.

4. Notices. All notices under the 2022 Agreement shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Company:

VB Acquisitions, LLC
c/o Vertical Bridge REIT, LLC
22 West Atlantic Avenue, Suite 310
Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-CO-5257

If to City:

City and County of Broomfield
ATTN: City and County Manager
One DesCombes Drive
Broomfield, CO 80020

with copy to:

City and County Attorney's Office
One DesCombes Drive
Broomfield, CO 80020

5. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Agreement) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
6. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the 2022 Agreement are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the 2022 Agreement and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the 2022 Agreement.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

CITY:

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

By: _____
Mayor

Date: _____

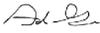
APPROVED AS TO FORM:

By: _____ *KF*
City and County Attorney's Office

Date: _____

[City's Signature Page to Amendment]

COMPANY:
Cellco Partnership d/b/a Verizon Wireless, by
VB Acquisitions, LLC
a Delaware limited liability company,
Its: Attorney-in-fact

DocuSigned by:

BD24CDD9AA154C7...

By: _____
Name: Adam Ginder
Title: VP of Real Estate Development
Date: 11/24/2025

[Company's Signature Page to Amendment]

EXHIBIT A

SITUATED IN THE COUNTY OF BROOMFIELD AND STATE OF COLORADO AND DESCRIBED AS FOLLOWS:

TRACT B, ANTHEM FILING NO. 24 FINAL PLAT, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, RECORDED JULY 7, 2016 AT RECEPTION NO. 2016007892 OF BROOMFIELD COUNTY RECORDS.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Ken Rutt, Director of Water Utilities

Meeting Date: Tuesday, February 10, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6D
Subject: Resolution - Anthem Pond 45 Inlets

- Resolution No. 2026-20 approving a construction agreement with Civil Specialties, Inc. for restoration of Pond 45 Inlets: Storm Lateral 11 (Prebble Creek Parkway) and Storm Lateral 15 (Lowell Boulevard) at Anthem Filing 16 & 20 Pond 45

Goals: Financial Sustainability and Resilience

Overview

[View Correspondence](#)

[View Presentation](#)

The City and County of Broomfield has a diverse stormwater system including retention/detention ponds, amenity ponds, and other stormwater management infrastructure. Stormwater is run off water from rain or snow events that does not soak into the ground. Impervious surfaces such as driveways, sidewalks, and streets prevent stormwater runoff from naturally soaking into the ground. Unlike sanitary sewer water (from sinks/toilets), stormwater runoff generally flows directly into local rivers, lakes, and streams without treatment. Currently, there are 521 private/public stormwater facilities within Broomfield. The City and County of Broomfield Stormwater Division manages 44 ponds within the City. The Stormwater Division evaluates the ponds based on safety, stormwater function, vegetation, and water quality.

Proposed Resolution No. 2026-20 would approve a construction agreement with Civil Specialties, Inc. in the amount of \$204,089.02 for restoration of Pond 45 Inlets and authorized the City and County Manager or a designee to approve change orders in an aggregate amount not to exceed \$20,409.00 for a total of \$224,498.02. Work is anticipated to start in March 2026. The term of the agreement shall be through December 31, 2026.

Attachments

[Memo Resolution - Anthem Pond 45 Inlets.pdf](#)

[Resolution No. 2026-20.pdf](#)

[Agreement For Pond 45 Inlets - signed.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Overview

The City and County of Broomfield has a diverse stormwater system, including retention/detention ponds, amenity ponds, and other stormwater management infrastructure. Stormwater is runoff water from rain or snow events that does not soak into the ground. Impervious surfaces such as driveways, sidewalks, and streets prevent stormwater runoff from naturally soaking into the ground. Unlike sanitary sewer water (from sinks/toilets), stormwater runoff generally flows directly into local rivers, lakes, and streams without treatment. Currently, there are 521 private/public stormwater facilities within Broomfield. The City and County of Broomfield Stormwater Division manages 44 ponds within the City. The Stormwater Division evaluates the ponds based on safety, stormwater function, vegetation, and water quality.

Background

This memorandum provides an overview of the current condition of the stormwater inlets at Pond 45, located at 16104 Lowell Blvd, within the Anthem Filing 16 & 20 subdivision. The memo presents the findings of the evaluation and recommendations by Loewen Engineering, Inc. on two failed storm inlets that show significant deterioration and proposes a necessary project to remediate and stabilize these critical stormwater infrastructure components, which play a crucial role in managing stormwater runoff and maintaining the pond's ecosystem. The continued degradation of these components poses potential environmental and public safety risks.

The two inlet locations at Pond 45 are:

1. Storm Lateral 11 (Prebble Creek Parkway) and
2. Storm Lateral 15 (Lowell Boulevard).

The structures started to erode after significant storm events starting in 2019. The combination of high-energy flows and fluctuating water levels has led to the unraveling of subgrade soils.

Key Findings: Factors Contributing to Pond 45 Inlet Instability

The consultant's evaluation identified the following deficiencies that are causing ongoing erosion and instability at the Pond 45 inlet:

- Storm Lateral 11 Inlet Deficiencies: The constructed inlet grouted riprap has failed, resulting in excessive erosion.
- Storm Lateral 15 Steepened Slope: The slope of the bank in pond 45 has eroded. This project will correct the erosion and improve the slope of the bank to reduce future erosion.

Proposed Remediation Project

To address the identified deficiencies and prevent future infrastructure failure, a remediation project is necessary. The project will focus on correcting the current structural deficiencies, stabilizing the slopes, and mitigating the erosive forces. Loewen



Lateral 11



Lateral 15

Engineering Inc.'s deliverables included engineered construction drawings to address the identified deficiencies and restore the inlets.

Contractor Selection Process

The bid documents (Bid 25-IFB-SW-001) were published on October 6, 2025, and three construction contractors submitted bids on the project to restore Pond 45 Inlets. Staff from the Finance and Water Utilities Departments reviewed and evaluated the bid. The lowest bid was submitted by Civil Specialties in the amount of \$204,089.02. The team selected Civil Specialties based on qualification, availability and cost.

The budget available for the 2026 Annual Pond Maintenance is \$600,000.

Staff Recommendation and Proposed Resolution

Proposed Resolution No. 2026-20 would approve a construction agreement with Civil Specialties, Inc. in the amount of \$204,089.02 for restoration of Pond 45 Inlets and authorized the City and County Manager or a designee to approve change orders in an aggregate amount not to exceed \$20,409.00 for a total of \$224,498.02. Work is anticipated to start in March 2026. The term of the agreement shall be through December 31, 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
Fund 49-70821-55200 (0AZ0106)	\$600,000.00
<hr/>	
Pond 45 Inlets Construction Agreement - Civil Specialties	-\$204,089.02
Contingency 10%	-\$20,409.00
Projected Balance	\$375,501.98

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2026-20 be adopted.

Alternatives

Failure to move forward with the project will result in continued erosion around the inlets and exacerbate issues with safety and the exposed reclaimed water piping, potentially leading to a more costly and complex repair in the future.

RESOLUTION NO. 2026-20

A resolution approving a construction agreement with Civil Specialties, Inc. for restoration of Pond 45 Inlets: Storm Lateral 11 (Prebble Creek Parkway) and Storm Lateral 15 (Lowell Boulevard) at Anthem Filing 16 & 20 Pond 45.

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 Civil Specialties, Inc. for construction services for Pond 45 Inlets at Anthem Filing 16 & 20 Pond 45, in an amount not to exceed \$204,089.02, is approved. The term of the agreement shall be through December 31, 2026.

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 City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed \$20,409.

Section 4.

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

Approved on February 10, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND
CIVIL SPECIALTIES, INC. FOR POND 45 INLETS

1. **PARTIES.** The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Civil Specialties, Inc. a Colorado corporation(the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City, seeking construction services for the Pond 45 Inlets and completed a competitive selection process through the Invitation for Bid 25-IFB-SW-001 (“IFB”).
 - 2.2. The Contractor’s response to the above referenced IFB was determined to be of best value, responsible, responsive bidder to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. **Work.** The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work attached hereto as **Exhibit A** and incorporated by this reference.
 - 3.2. **Contract Documents.** The Contract Documents shall consist of the following:
 - 3.2.1. This Agreement; and
 - 3.2.2. The Scope of Work including the Outfall Improvement Construction Plans attached hereto as **Exhibit A**;
 - 3.2.3. The Contractor’s Cost Proposal dated November 12, 2025, attached hereto as **Exhibit B**; and
 - 3.2.4. The IFB; and
 - 3.2.5. Any change orders and contract amendments, as applicable; and
 - 3.2.6. The Insurance Requirements attached hereto as **Exhibit C**,

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

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

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

- 3.7. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.
- 3.8. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and review of the Contract Documents.
 - 3.8.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as either:
 - 3.8.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or
 - 3.8.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement.
 - 3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.

4. Completion Date. Within ten (10) calendar days of receipt of executed Agreement, the Contractor shall provide the City acceptable bonds, if applicable, and certificates of insurance. A Notice to Proceed will be issued upon City approval of the bonding and insurance. The Contractor shall perform no Work until the City Representative issues a Notice to Proceed.
 - 4.1. The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences (the "Start Date"). The Contractor shall complete the Work and fulfill all of its other obligations on or before December 31, 2026 (the "Completion Date"). The Notice to Proceed will also set forth the Start Date and the Completion Date (together, the "Contract Time").
 - 4.2. All time limits are of the essence in this Agreement. The Contractor acknowledges that a notice to proceed will not be issued until the City has received acceptable certificates of insurance and bonds, if applicable.
5. CONTRACTOR'S PROJECT SCHEDULE. The Contractor shall submit a completion schedule for the Work (the "Project Schedule") beginning with receipt of the signed Agreement and concluding with Project Completion prior to the commencement of the Work and shall coordinate on a daily basis with the City's project manager. The Project Schedule shall include all lead time for the order and delivery of equipment for the Work. Schedule updating shall be done on a weekly basis, or more often as necessary (each a "Schedule Update"). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.
6. UNUSUALLY SEVERE WEATHER CONDITIONS.
 - 6.1. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates "Normal" weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the

Contractor demonstrates clearly that such conditions were “unusually severe,” would not have been reasonably anticipated, and that such conditions adversely affected the Contractor’s Work and thus required additional time to complete the Work.

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

6.2.1. Anticipated Calendar Days Lost to Adverse Weather Conditions:

- 6.2.1.1. January - 7 Days
- 6.2.1.2. February - 5 Days
- 6.2.1.3. March - 4 Days
- 6.2.1.4. April - 3 Days
- 6.2.1.5. May - 3 Days
- 6.2.1.6. June - 2 Days
- 6.2.1.7. July - 2 Days
- 6.2.1.8. August - 2 Days
- 6.2.1.9. September - 2 Days
- 6.2.1.10. October - 3 Days
- 6.2.1.11. November - 3 Days
- 6.2.1.12. December - 7 Days
- 6.2.1.13. Total Annually - 43 Days

6.3. The above schedule of anticipated adverse weather will constitute the base line for monthly weather time evaluations, or portion thereof. Upon acknowledgement of the notice to proceed and continuing throughout the

Agreement on a monthly basis, actual adverse weather days and the impact of adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted); however, non-standard work hours will be required as specified in the Statement of Work and as shown on the Project Schedule. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.

- 6.4. An actual adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the City Representative in writing if work cannot proceed on a given date, within two calendar days of that date. The City will use the above written notification in determining the number of calendar days for which Work was delayed during each month.
 - 6.5. At the end of each month if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule a change order will be executed which increases the Contract Time.
 - 6.6. The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the City shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.
7. **PRICE AND PAYMENT.** The City shall pay the Contractor for performance of the Work an amount not to exceed \$204,089.02 (the "Contract Price") based upon the unit prices set forth on Contractor's Cost Proposal attached hereto as **Exhibit B** and in accordance with the following schedule:
- 7.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.
 - 7.2. The City shall retain the Retained Amount until Construction Acceptance into Warranty, as defined in Final Inspection and Final Payment below. If the

Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the “Final Payment”). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Inspection and Final Payment paragraph of this Agreement.

7.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form of AIA Document G702 or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City’s right to recover in full any over-payment revealed by any subsequent audit or inspection. Air travel, car rental, entertainment, education expenses, meals or similar or related costs will not be permitted. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.

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

8. FINAL INSPECTION AND FINAL PAYMENT.

8.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the

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

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

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

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

brakes") within City limits is prohibited, unless otherwise posted by the City Traffic Engineer.

- 9.2. Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.
 - 9.3. Contractor has given the City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement and exhibits incorporated therein and the written resolution thereof by the City is acceptable to the Contractor.
10. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
- 5.1 The City designates Leigha Gad as the authorized representative of the City under this Agreement. Email address is lgad@broomfield.org.
 - 5.2 The Contractor designates Luis Macias as the authorized representative of the Contractor under this Agreement. Email address is luis@civilspecialties.com.
- If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.
- Failure of City's on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the City or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.
11. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

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

portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.

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

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

13. **LIQUIDATED DAMAGES.** Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$1,000.00 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.
14. **PERFORMANCE AND PAYMENT BONDS.** In accordance with C.R.S. §38-26-105, if the Contract Price exceeds \$50,000, the Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Construction Acceptance into Warranty, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
15. **COLORADO LABOR.** If the Contract Price exceed \$500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the several classifications of skilled and common labor to perform the work under this Agreement in accordance with the provisions of C.R.S. §8-17-101 et seq.
16. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
17. **INDEMNIFICATION.** The Contractor expressly agrees to indemnify, defend and hold harmless the City, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and

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

18. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on **Exhibit C**. Current proof of such insurance is attached at **Exhibit C**, incorporated by this reference. However, proof of insurance attached as **Exhibit C** shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
19. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.
20. WARRANTY.
 - 20.1. Warranty Period. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of 2 years, commencing on the date of Construction Acceptance into Warranty of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the

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

- 20.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the Contractor shall submit a written request for Final Acceptance/Release from Warranty in accordance with Section 200 of the City and County of Broomfield Standards and Specifications. The City shall make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the “Warranty Work”) in accordance with the City and County of Broomfield’s Standards and Specifications. The Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period in accordance with the City and County of Broomfield’s Standards and Specifications, which indicates all deficiencies shall be corrected within 30 calendar days of receipt of the punch list. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty. The City Engineer shall approve or deny all requests for extensions based on the Contractor’s justification.
21. 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.
22. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City’s credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be

terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.

23. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
24. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
25. 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.
26. 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.
27. 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.
28. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
29. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
30. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained

any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.

31. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
32. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.

39. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
40. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
41. 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.
42. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. In order to comply with the law on or before July 1, 2024, the Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
43. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

This Agreement is executed by the Parties hereto in their respective names as of _____, 2026.

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

Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

Kourtney Hartmann
Kourtney Hartmann (Dec 23, 2025 10:47:16 MST)

City and County Attorney's Office

CONTRACTOR:

Civil Specialties, Inc.

By: *Derek W Helme*
Derek W Helme (Dec 23, 2025 11:10:01 MST)

Name: Derek W. Heime, Chief Executive Officer
Address: 3123 Megan Circle
Berthoud CO 80513

EXHIBIT A
SCOPE OF WORK

The Contractor shall provide repair and repairing and restoration to Pond 45 Inlets according to the approved plans, the goal is to return the pond and its stormwater inlets to their original design condition and to make improvements that prevent further damage

1. **Scope of Work.** All Work described below or performed by the Contractor must be performed in accordance with the approved plans shown in Attachment A: [Engineering Drawings](#). Additional detail and photographs are attached in Attachment B: [Independent Review](#).
 - 1.1. The Contractor will perform all excavation, installation and other construction necessary to ensure full compliance with the original design plans and applicable specifications.
 - 1.2. The Contractor will restore proper drainage function and structural integrity of the inlet structures.
 - 1.3. The Contractor must ensure full compliance with all applicable Colorado Department of Public Health and Environment (“CDPHE”) Regulations throughout the duration of the project.
 - 1.4. The work will include, but is not limited to the following:
 - 1.4.1. Restoration of Storm lateral 11, Preble Creek Parkway outfall to its approved design condition
 - 1.4.2. Restoration of Storm Lateral 15, Lowell Boulevard Outfall to its approved design condition
 - 1.4.3. Erosion Control and structural improvements necessary to prevent future degradation of the inlets.
 - 1.4.4. Maintain compliance with all approved plans, specifications and applicable regulations throughout construction.
 - 1.5. Permitting. The Contractor shall be responsible for obtaining and maintaining compliance with all relevant permitting requirements required by the City's [Engineering Forms and Permits](#).
 - 1.5.1. The Contractor shall ensure that all required permits are secured prior to the commencement of any work and shall maintain compliance throughout the duration of the project. All associated costs,

documentation, and coordination related to permitting are the sole responsibility of the contractor.

- 1.5.2. Proof of permitting and compliance may be requested at any time during the course of work.
 - 1.6. The Contractor will stay in compliance with CDPHE stormwater permit requirements.
 2. **Mobilization.** As part of any work executed by the Purchase Order, the Contractor shall ensure that work crews are scheduled far enough in advance to ensure timely initiation and completion of the Project.
 - 2.1.1. Ensure that all required tools and equipment are available to initiate the work.
 3. **Staffing.** The Contractor shall provide a supervisor or foreperson who is present at all times during the project work hours unless otherwise specified by the City. The Contractor's supervisor or foreperson shall communicate effectively with all necessary City contacts and personnel.
 - 3.1.1. Coordinate all activities with City representatives to ensure that the Project is completed in a timely fashion and according to the specifications.
 - 3.1.2. At the request of the City, the Contractor shall provide night and weekend availability to accommodate work in facilities to reduce disruption to the daily work flow in City and County buildings.
 - 3.1.3. Ensure that all orders are placed and followed up on, to meet Project timelines.
 4. **Delivery, Storage and Handling.** The Contractor shall be responsible for all delivery arrangements of all material to the work site.
 - 4.1.1. Promptly inspect shipments to ensure that products comply with requirements, quantities and quality are correct and products are undamaged.
 - 4.1.2. Transport and handle products in accordance with the manufacturer's instructions.
 - 4.1.3. Coordinate delivery, storage and handling requirements with designated City representatives to designated prepared areas to minimize site storage time and potential damage to stored materials.

- 4.1.4. Where authorized, utilize City facilities for storage of any tools, materials or equipment required to perform the work as authorized by City representatives.
 - 4.1.4.1. Storage shall be restricted to materials and equipment related to the Project only.
 - 4.1.5. Stage the materials, if necessary, only in areas designated by the City representative.
 - 4.1.6. Ensure that the staged items are fully protected and secured.
 - 4.1.7. Do not stage or store items that are in contradiction with the manufacturer's or legal requirements.
 - 4.1.8. Ensure that all equipment, excess materials and debris are removed from the work site as soon as practically possible.
 - 4.1.9. Note that any damaged or missing items shall be replaced at the Contractor's sole expense.
 - 4.1.10. Remove from City facilities all materials, tools and equipment immediately after completion of the Project.
5. **Subcontractors.** Subcontractors must be identified prior to any commencement of any work. Any subcontractors utilized must meet the same qualifications, bonding, insurance and other requirements as the Contractor.
- 5.1.1. Do not change any subcontractor, subcontract out, or assign the performance of any of the work without the prior written approval of the City representative.
6. **Timeline Coordination.** The schedule for all activities will be coordinated to minimize disruption to the public and ensure efficient project delivery.
- 6.1.1. Work is expected to occur during the construction season, typically from spring through fall, weather permitting.
 - 6.1.2. Contractors may be required to phase operations by location or activity type to maintain traffic flow and access.
 - 6.1.3. Specific timelines for each service will be determined in coordination with the City and communicated in advance.
 - 6.1.4. Night or weekend work may be necessary in high-traffic areas or where access limitations exist.

- 6.1.5. All work shall be completed within the timelines specified in individual task orders or project assignments.
7. **Environmental Requirements.** The Contractor's personnel shall be qualified and trained to accomplish Services in a professional manner and in compliance with all applicable local, state, and federal requirements, including but not limited to The Occupational Safety and Health Administration, Environmental Protection Agency, CDPHE, and any other governing authority in the execution of the work.
 - 7.1.1. Transport, store, apply and dispose of all hazardous materials as required by any federal, state or local law.
 - 7.1.2. Supply, if necessary, a trash container for non-hazardous materials only.
 - 7.1.3. Remove from the work site and properly dispose of, on a daily basis, all spent materials, supplies, debris, equipment and the like.
 - 7.1.4. Do not accumulate waste materials unless the City representative otherwise allows.
8. **Safety.** The Contractor must ensure that all applicable safety standards, or standards identified by the City are enforced at all times.
9. **Site Clean Up.** The Contractor shall be responsible for all site cleanups, including trash and debris. The Contractor shall remove all unusable materials and debris from the City premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved
10. **Schedule of Work.** Work is anticipated to begin April 2026.
 - 10.1. Work will only be allowed from 8:00 a.m. to 5:00 p.m. in residential areas and 8:00 a.m. to 3:30 p.m on major arterials, Monday through Friday. Work will be allowed on Saturdays from 8:00 a.m. to 4:00 p.m. in the non-residential areas which will require a "Weekend/After Hours Work Request" only with prior approval from the Project Manager. No work will be allowed on Holidays. Work hours include setting up and taking down traffic control devices. Variations from this schedule including requests to work at night must be approved in writing by the Project Manager.
 - 10.2. The Contractor is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the City determines that a job site is not being adequately supervised, a deficiency letter will be issued to the Contractor.

11. **Contractor's Conduct.** The work is being contracted by the City for the benefits of its citizens. The conduct of the Contractor and its dealings with the public are of importance to the City. The Contractor and its employees, and employees of Contractor's suppliers, agents, and subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct its work in such a manner as to cause the least inconvenience to local residents and the public. The Project Manager may demand dismissal of workmen for, but not limited to, the following:
 - 11.1. Being discourteous or disrespectful to local residents or the public.
 - 11.2. Abuse or taunting of pets.
 - 11.3. Disposing of rubbish in locations other than approved receptacles.
 - 11.4. Use of vulgar, abusive, or harassing language or gestures.
 - 11.5. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
 - 11.6. Elimination of body waste in locations other than approved sanitation facilities.
 - 11.7. Damage or defacement of private property outside of street easement and not necessary for the completion of the Work.
 - 11.8. Trespassing on private property.
 - 11.9. Use of water from private residences without permission from residents.

EXHIBIT B
CONTRACTOR'S PRICING SHEET

EXHIBIT C
INSURANCE REQUIREMENTS
Including General Liability, Automobile, and Workers' Compensation

General Requirements (Version dated December 2024)

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

Insurance Requirements

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

Commercial General Liability

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

Minimum limits:

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

Automobile Liability

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

Minimum limits:

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

Workers' Compensation

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

Employer's Liability with minimum limits:

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

Deviations

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

Certificate Holder/Certificate of Insurance (COI)

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

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

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

Agreement For Pond 45 Inlets

Final Audit Report

2025-12-23

Created:	2025-12-23
By:	Kami Duran (kduran@broomfield.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACi7T1lp9VSCJJYUpPmz6hXQ9d4zj88F-

"Agreement For Pond 45 Inlets" History

-  Document created by Kami Duran (kduran@broomfield.org)
2025-12-23 - 3:12:51 PM GMT
-  Document emailed to Kourtney Hartmann (khartmann@broomfield.org) for signature
2025-12-23 - 3:12:57 PM GMT
-  Email viewed by Kourtney Hartmann (khartmann@broomfield.org)
2025-12-23 - 5:45:29 PM GMT
-  Document e-signed by Kourtney Hartmann (khartmann@broomfield.org)
Signature Date: 2025-12-23 - 5:47:16 PM GMT - Time Source: server
-  Document emailed to luis@civilspecialties.com for signature
2025-12-23 - 5:47:22 PM GMT
-  Email viewed by luis@civilspecialties.com
2025-12-23 - 5:48:56 PM GMT
-  Kami Duran (kduran@broomfield.org) replaced signer luis@civilspecialties.com with Derek (derek@civilspecialties.com)
2025-12-23 - 6:04:16 PM GMT
-  Document emailed to Derek (derek@civilspecialties.com) for signature
2025-12-23 - 6:04:16 PM GMT
-  Email viewed by Derek (derek@civilspecialties.com)
2025-12-23 - 6:08:58 PM GMT
-  Signer Derek (derek@civilspecialties.com) entered name at signing as Derek W Helme
2025-12-23 - 6:09:59 PM GMT
-  Document e-signed by Derek W Helme (derek@civilspecialties.com)
Signature Date: 2025-12-23 - 6:10:02 PM GMT - Time Source: server



✔ Agreement completed.

2025-12-23 - 6:10:02 PM GMT



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A. Public Hearing - Ordinance Second Reading - Amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles

Meeting	Agenda Group
Tuesday, February 10, 2026, 6:00 PM	Action Items Item: 7A.
Presented By	
Roger Plunkett, Deputy Chief of Police(Non step)	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

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

Broomfield currently has parking restrictions that apply to all vehicles exceeding six feet in height (Broomfield Municipal Code 10-12). The proposed ordinance would prohibit the parking of any Recreational Vehicle (RV) on any public street for longer than 72 hours in any 14-day period. It also prohibits an RV from being parked on a public street while leaking any fluids or being connected to utilities and will prohibit any non-wheeled, detachable piece of recreational equipment used for temporary or permanent habitation from being placed on public streets.

Attachments

[Memo for Proposed Ordinance No. 2293, Amending Chapter 10-12 \(6\).pdf](#)
[Ordinance No. 2293, Recreational and Oversized Vehicles \(RVs\).\(3\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield currently has parking restrictions that apply to all vehicles exceeding six feet in height. B.M.C. 10-12.

Under the current municipal code, recreational vehicles (RVs) are not prohibited from being parked on a public street for any length of time as long as they are operable, have valid license plates, and are legally parked.

Under the current municipal code, recreational camping trailers are also not prohibited from being parked on a public street as long as the trailer is attached to a towing vehicle.

Residents and business owners have complained about prolonged parking of RVs and trailers on the public roadways in Broomfield neighborhoods, including oversized vehicles connected to a tow vehicle. Complaints have focused on parking availability, impaired trash collection, vision for drivers, bicyclist and pedestrian safety, as well as electric cords being placed across sidewalks. Complaints have also addressed the unpleasant aesthetics of these vehicles parked in neighborhoods for prolonged periods of time and concerns that non-residents could park oversized vehicles in Broomfield neighborhoods. There are also safety concerns with such large vehicles being parked on public streets impacting pedestrians and other vehicles.

On August 13, 2024, following a request for future action, Council directed staff to schedule a study session to discuss long-term parking of recreational vehicles or other similar large vehicles/campers on streets. On [April 15, 2025](#) April 15, 2025, RV and Motorhome Parking was an agenda item during the City Council Study Session. City Council directed staff to draft an ordinance for formal consideration.

The proposed ordinance would prohibit the parking of any RV on any public street for longer than 72 hours in any 14-day period. RVs may only be parked on a public street for purposes of loading, unloading, trip preparation, maintenance, or clean-up for up to 72 hours in any 14-day period. The current regulations already prohibit living in an RV parked on a public street and this will remain prohibited under the revised regulations.

The proposed ordinance also prohibits an RV from being parked on a public street while leaking any fluids or being connected to utilities.

The proposed ordinance will also prohibit any non-wheeled, detachable piece of recreational equipment used for temporary or permanent habitation from being placed on public streets.

The proposed ordinance defines penalties and authorizes towing of vehicles for violations of Chapter 10-12. Towing a major recreational vehicle will typically be a last-resort option as Code Compliance does make efforts to obtain voluntary compliance. Major recreational vehicles that pose a significant threat to public safety, involved in repeated violations, or that have been abandoned would be candidates for towing. A notice of violation would need to be issued, with seven days to comply, before a major recreational vehicle could be towed.

Homeowners Associations will remain able to regulate parking of RVs on private drives or commonly owned areas/parking lots. HOAs are limited in their ability to regulate parking on a public street. Under state law,

passed in 2022 ([HB 22-1139](#)), HOAs cannot regulate parking on a public street in a way that is more restrictive than a local ordinance. This means that an HOAs' regulations about parking cannot be more restrictive than Broomfield's Code.

Staff does not recommend implementing a permit process to permit RVs to park longer than 72 hours due to the administrative duties and staff resources needed to process, issue, and monitor permits.

It should be noted, the proposed ordinance specifically addresses the parking of oversized vehicles on public streets and does not address concerns regarding parking of RVs on private property, which would require a separate ordinance.

Comparison with other front range cities

Broomfield staff have researched ordinances related to RVs and updated this information in July 2025:

Comparison of Various RV and Motor Home Parking Requirements - Public Streets - Updated July 2025					
	Arvada	Lakewood	Longmont	Thornton	Westminster
Regulations for RV and Motor Homes on Public Streets?	Yes 54-174	Yes 10.33.075	Yes 11.12	Yes 38-430	Yes 10-1-12
Nomenclature	Major Recreational Vehicle (travel trailers, motor homes, tent-trailers and hauling trailers)	Recreational Vehicles and Travel Trailers	Sleeper Vehicle (camper coach, camper trailer, motor home, multi-purpose trailer, or trailer coach)	Recreational Vehicle and Motorhomes	Recreational Vehicle
Parking Timeframe	72 hours within any 7-day period of time Time is cumulative and need not be consecutive. Applies whether or not vehicles are moved from one location to another during the 7-day period	48 hours or less for loading or unloading 6 hours or less for any other purposes or stop by visitors	Only allowed to be parked on public street if "actively" loading or unloading	Only allowed to be parked on public street if "actively" loading or unloading	Only allowed to be parked on public street if "actively" loading or unloading
Additional Parking Criteria	While parked, such vehicles shall not be used for living, sleeping, or housekeeping purposes	48 hours for loading and unloading only applies to the homeowner and their registered RV or trailer			
Permits?	No	Yes Code Enforcement	Yes	Yes	No

		Division			
Permit Criteria	n/a	2-week permit issued to homeowner, but may be used for a visitor Only one 2 -week permit per year and the 2-weeks are consecutive days (not split up over time) Linked to the one vehicle only	Up to four 7-day permits per year can be obtained. Anyone can apply for the permit and allows the sleeper vehicle to be parked on any public street. It is not connected to the registered owner's address.	Up to four 7-day permits per year can be obtained.	n/a
Links	Code Language	Code Language	Code Language	Code Language	Code Language

Financial Considerations

Financial impacts will be associated with towing and disposal of vehicles in violation of the proposed ordinance. Towing and disposal of major recreational vehicles is expensive and funds will need to be budgeted for this cost beginning in 2027. Towing fees and possible disposal fees of major recreational vehicles have cost as much as \$1500 for a single recreation vehicle, depending on the quality of the vehicle. The fee is anticipated to increase in the future. At this time, it is difficult to estimate the impact of this ordinance on the number of recreational vehicles towed and disposed of on an annual basis. Towing will be a last-resort option and staff does not expect more than 5 tows for 2026. The below fund, Code Compliance Professional Services, can be used for any towing and disposal costs for 2026, as costs for towing recreational vehicles is currently not budgeted.

Sources and Uses of Funds	Amount
Fund 1 (01-24400-53170)	\$3,000.00
Abatements/Tows - estimating 0-5 tows for 2026 at \$1500 each	\$3,000.00
Projected Balance	0

Prior Council or Other Entity Actions

[January 13, 2026](#) - First reading of proposed ordinance no. 2293

[April 15, 2025](#) - City Council conducted a Study Session on this matter and directed staff to draft this ordinance.

Proposed Ordinance No. 2293, Amending Chapter 10-12 of the Broomfield Municipal Code Relating to Oversized and Commercial Vehicles - Second Reading and Public Hearing
Prepared By: Brandon Murray, Code Compliance Supervisor

[September 24, 2019](#) - Council considered an ordinance prohibiting long-term parking of RVs on any public street. Council postponed consideration of the ordinance indefinitely.

November 20, 2018 - City Council conducted a Study Session on this matter.

City Council Study Session item on April 19, 2011, focused solely on how long any vehicle could be parked on a public street without moving. After discussion, City Council declined to adopt a time limit on public street parking.

Boards and Commissions Prior Actions and Recommendations

N/A

Public Engagement

Following first reading, a [Broomfield Voice page](#) was created for this proposal. A public hearing will be held concurrent with the second reading of the Ordinance and any public comments received by email or via the BroomfieldVoice will be provided in the correspondence folder for this agenda item.

Proposed Actions / Recommendations

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

That Ordinance No. 2293 be adopted on second reading and ordinance published.

Alternatives

Make no changes to the Broomfield Municipal Code.

Make changes to the Broomfield Municipal Code as directed by the City Council.

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

ORDINANCE NO. 2293

An ordinance amending Chapter 10-12 Oversized and Commercial Vehicles

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

Section 1.

Chapter 10-12 - Oversized and Commercial Vehicles is amended as follows:

10-12-005 - Major recreational and oversized vehicles defined

- (A) *Major Recreational Vehicle* shall mean any vehicle or trailer which includes living quarters designed to provide temporary or permanent occupancy as a dwelling or sleeping place. Major recreational vehicle also includes any non-wheeled, detachable piece of equipment used for temporary or permanent habitation, that has no independent motor power and that is capable of being placed on a vehicle but is not capable of being towed.
- (B) Oversized vehicles means any vehicle that is:
- (1) Eight feet or more in width; or
 - (2) Seven feet or more in height; or
 - (3) Twenty-seven feet or more in length; or
 - (4) A vehicle with an attached trailer whose combined length when attached is in excess of twenty-seven feet; or
 - (5) A vehicle whose gross vehicle weight exceeds 10,000 pounds excepting major recreational vehicles; or
 - (6) A vehicle whose gross vehicle weight rating exceeds 14,500 pounds excepting major recreational vehicles; or
 - (7) A truck tractor, semitrailer, or dump truck regardless of size, excluding pick-up trucks with standard beds that have been modified to dump loads

10-12-010 - Parking of major recreational and oversized vehicles on public right-of-way.

No person shall park a major recreational or oversized vehicle in any ~~any vehicle exceeding six feet in height~~ public rights-of-way: ~~in such a manner that any part of that vehicle which exceeds forty-two inches in height shall be:~~

- (A) Within thirty feet of an intersection or a crosswalk; or
- (B) Within ten feet of a public or private driveway.

10-12-015 - Long term parking of major recreational vehicles prohibited.

(A) It shall be unlawful to park any major recreational vehicle on any public rights of way of the city unless all of the following apply:

- (1) It is parked on a public street adjacent to the property owned or occupied by the owner or responsible person of the major recreational vehicle and is being loaded or unloaded; loading and unloading of a major recreational vehicle includes trip preparation or post-trip clean up or minor maintenance, and**
- (2) Any loading or unloading, trip preparation, maintenance or clean-up shall be limited to a period of 72 hours in any 14 day period, and**
- (3) Is not leaking, discharging, or draining any fluids, such as; sewage, gray water, or any other fluids, and**
- (4) Is not connected to any utilities, including electric, water, and sewer.**

(B) It shall be unlawful to move and re-park a major recreational vehicle in another public right of way for the principal purpose of evading the application of sub-section (A).

10-12-020 - Parking of major recreational and oversized vehicles on private property.

No person shall park a major recreational or oversized vehicle ~~by a vehicle exceeding six feet in height on private property: in such a manner that any part of that vehicle which exceeds forty two inches in height shall be:~~

- (A) Within five feet of the flow-line of public right-of-way; or**
- (B) Within eighteen inches of the edge of any attached or detached sidewalk in a public right-of-way.**

10-12-030 - Obstructing traffic control devices with major recreational or oversized vehicles.

No person shall park a major recreational or oversized vehicle in any public right-of-way in such a manner that any part of the vehicle which exceeds six feet in height shall be within thirty feet upon the approach of any official traffic control device. ~~speed limit sign located at the side of a roadway. Section 11-1 (4) of the Model Traffic Code shall control parking in the approach of all other traffic control devices.~~

10-12-040 - Detached trailers.

Trailers, defined as any wheeled vehicle without motive power and designed to be drawn by a motor vehicle, shall not be parked detached from a towing vehicle in any public right-of-way in the city. The provisions of this section shall not apply to authorized police equipment while in use for official purposes.

10-12-050 - Exceptions to parking oversized vehicles.

Restrictions on parking of oversized vehicles prescribed in this chapter do not apply to the following circumstances:

~~(A) Oversized vehicles incidental to a commercial enterprise shall be permitted on the premises of such commercial enterprise in B-1, B-2, B-PUD, and A-1 districts.~~

- (A) Loading or unloading of moving vans or similar type vehicles used for moving of personal goods for a period of twenty-four hours or less.
- (B) Temporary parking for pickup and delivery purposes for a period of four hours or less.
- (C) Construction equipment or machinery employed in any public works project in the city parked at the site of and for the duration of such construction.

10-12-060 - Prohibited uses.

No bus, trailer coach, mobile home, self-propelled motor home, ~~or major recreational equipment vehicle, or oversized vehicle~~ shall be used for living or sleeping, ~~housekeeping, or preparation of food~~ on any street, traveled roadway, or public right-of-way within the city.

10-12-080 Notice of Removal, Removal, Assessing Costs

- (A) If a vehicle is in violation of this section, the city may provide a written notice of removal and notice to pay to the owner, responsible party, or agent of the owner, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located, that the vehicle will be towed in accordance with this section. Such notice shall state the date the notice is issued, the violation involved, a time limit of seven days to remove the vehicle, explanation of costs and requirement to pay such costs, and be signed by the issuing officer.
- (B) Service of the notice of removal and notice to pay may be by:
 - (1) electronic mail properly addressed to the person in charge or control of the vehicle or the property owner, or his or her agent, manager, tenant, resident, lessee, renter, or occupant of the premises on which such vehicle is located;
 - (2) by first class mail properly addressed to the last known address of the registered owner of the vehicle; or
 - (3) by a conspicuous posting of the written notice of violation upon the dwelling or building located on the lot or tract of land in violation of this ordinance; or
 - (4) by a conspicuous posting of the written notice of violation upon the vehicle in violation of this ordinance.
- (C) Following proper notice in accordance with this section, when any owner, responsible party, or agent of the owner of any vehicle, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located fails to properly remove such vehicle within the stated time limits, the city manager, or designee, is authorized and empowered to tow and remove the same at the expense of such owner, responsible party, or agent of the owner of any vehicle, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located, plus a sum of \$75.00 for the administrative expenses of the city.

(D) Payment of Costs. In case the owner, responsible party, agent of the owner, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle was located fails to pay such towing and removal costs within the thirty days after service of notice to pay , the city manager, or designee, may order the vehicle disposed of as an abandoned motor vehicle under Part 18 of the 2024 Model Traffic Code and report the same to the city clerk who shall assess the costs against the vehicle in question. Such assessment shall constitute a perpetual, first, and prior lien on the vehicle involved, subject to general taxes and prior special assessments. The city clerk shall certify to the county treasurer the assessments which are not paid within twenty days after the date of assessment. 10% of the amount shall be added to the assessments to pay the cost of collection.

10-12-110 Violation penalty

Any person who violates any provision of this Chapter may, in addition to the remedies stated above, be punishable in accordance with the administrative process set forth in chapter 1-13, B.M.C.

Section 2.

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

Introduced and approved after first reading on January 13, 2026, and ordered published in full.

Introduced a second time and approved on February 10, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



City and County of Broomfield

City Council Regular Meeting

B. Public Hearing - Ordinance Second Reading - Amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield

Meeting	Agenda Group
Tuesday, February 10, 2026, 6:00 PM	Action Items Item: 7B.
Presented By	
Roger Plunkett, Deputy Chief of Police(Non step)	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

Ordinances under Chapter 12-08 - Encroachments were first passed in 1991 and have not been amended. The current ordinance is insufficient in addressing concerns related to encroachments. Updating this ordinance with improved definitions and terminology will support Broomfield officials in their ability to enforce the laws that protect City and County of Broomfield pedestrians, motorists, and property.

Attachments

[Memo_Ordinance No. 2283, Amending Chapter 12-08 \(3\).pdf](#)

[Ordinance No. 2283, Encroachments \(3\).pdf](#)

Prepared By: Brandon Murray, Code Compliance Manager

Memo Summary

[View Correspondence](#)

[View Presentation](#)

The Code provisions in Chapter 12-08 - Encroachments were first passed in 1991 and have not been amended.

The current Code provisions are insufficient to address concerns related to encroachments. Updating this ordinance with improved definitions and terminology will support Broomfield officials in their ability to enforce the laws that protect City and County of Broomfield pedestrians, motorists, and property.

The proposed amendments to Chapter 12-08 would provide a clear definition of what an encroachment is and when it is in violation of the Code.

The proposed amendment would define that trees and other vegetation must be trimmed to a height of eight (8) feet over public sidewalks and fifteen (15) feet over any street. This is consistent with the surveyed jurisdictions and will improve safety for pedestrians and motorists.

The proposed amendment would be consistent with Broomfield landscape standards for new development under B.M.C. 17-70-070, passed in 2023, that specify vegetation must be trimmed to a height of eight feet over public sidewalks and fifteen feet over any public street.

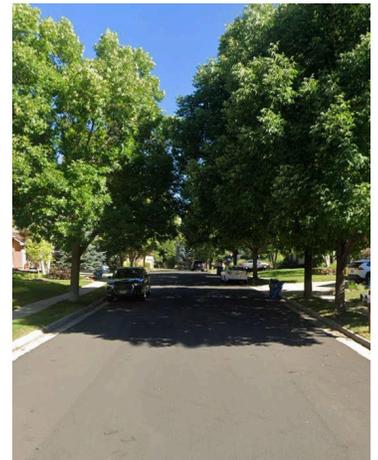
The proposed amendment will clarify that current City and County of Broomfield Standards and Specifications, Section 700, related to the site distance triangle at intersections, is applicable.

- A "sight distance triangle" is a triangular area at a road intersection where a driver should have an unobstructed view of approaching traffic.

The Public Works Streets Department has reported an increase in problems associated with tree limbs and other vegetation encroaching in the right-of-way, posing a risk for damage to City and County of Broomfield and contractor vehicles and equipment, including but not limited to: street sweepers, plow trucks, bucket trucks, milling machines, dump trucks, sealing trucks, and pavers needed to maintain the asphalt surface up against the curb and gutter area of the street. Since 2020, CCOB fleet vehicles have been involved in 30 accidents due to tree limbs, resulting in \$12,304 worth of damage.

An eight-foot clearance over sidewalks ensures safe passage for pedestrians and maintenance equipment. This also improves illumination of the walkway at night.

Code Compliance receives numerous complaints from residents and city employees related to encroachments. These complaints involve vegetation obstructing street signs, line-of-sight, school zone signs, sidewalk obstructions, and other hazards. In 2024, Code Compliance issued 181 courtesy notices and 133 notices of violation for encroachment violations.



Prepared By: Brandon Murray, Code Compliance Manager

Staff reviewed the existing ordinances of five nearby jurisdictions related to encroachments. The five jurisdictions are: Boulder, Commerce City, Lakewood, Longmont, and Westminster. All five jurisdictions have ordinances related to encroachments, with three of the five providing specific height requirements. All five jurisdictions have abatement authority to correct violations.

	Westminster	Boulder	Longmont	Lakewood	Commerce City
General Requirements? Code states encroachments cannot interfere with traffic, pedestrians, etc.	Y	Y	Y	Y	Y
Specific Requirements? Code defines specific clearance requirements	N	N	Y	Y	Y
If so, what are the requirements?	N/A	N/A	8' sidewalks 15' streets	8' sidewalks 16.5' streets	10' sidewalks 15' streets
Additional requirements	N/A	N/A	3' within fire hydrant Site distance triangle	N/A	N/A
Abatement authority?	Y	Y	Y	Y	Y

Enforcement of this ordinance has been primarily under the Code Compliance Unit of the Broomfield Police Department. This proposed ordinance would not change the enforcement process for the Code Compliance Unit, with an emphasis placed on voluntary compliance first. Court summonses, penalties, and abatement would be limited to violations that create an elevated risk to the public, repeated violations, or when the resident does not correct the violation following Code Compliance efforts at voluntary compliance.

Enforcement of encroachments over public sidewalks has been consistent in Broomfield for several years. Enforcement of encroachments over public streets has not been limited due to the lack of a defined ordinance. Based on the increased concerns from Public Works, an increase in violations related to encroachments over Broomfield streets would likely increase as specific violations are identified.

The proposed amendment defines penalties and updates the process to abate any violation of the ordinance following proper notice. The fees for any abatement, including 15% of the total cost of repair or removal of the encroachment for administrative costs, will be assessed as a lien against the lot or tract of land until paid. All surveyed jurisdictions have abatement provisions for encroachments.

Financial Considerations

There are no anticipated costs with this proposed amendment. Code Compliance currently has an abatement budget to cover the costs of any encroachment abatements.

Proposed Ordinance No. 2283, Amending Chapter 12-08 of the Broomfield Municipal Code Relating to Encroachments in the City and County of Broomfield - Second Reading and Public Hearing - February 10, 2026

Prepared By: Brandon Murray, Code Compliance Manager

Prior Council or Other Entity Actions

There is no prior recent Council or other entity action. Chapter 12-08 - Encroachments were first added to the Municipal Code in 1991 and have not been amended.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Ordinance No. 2283 be adopted on second reading and ordinance published.

Alternatives

Make no changes to the Broomfield Municipal Code.

Make changes to the Broomfield Municipal Code as directed by the City Council.

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

ORDINANCE NO. 2283

An Ordinance amending Chapter 12-08 of the Broomfield Municipal Code related to encroachments

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

Section 1.

Chapter 12-08 - Encroachments of the Broomfield Municipal Code is amended as follows:

Chapter 12-08 - Encroachments

12-08-010 - ~~Defined~~ Definitions

(A) Encroachment includes any **erected or maintained building, structure, fence, barrier, post, hedge, shrub, tree, or other vegetation, landscaping, obstruction or other object within, under, above, or upon any public right-of-way, path, alley, public easement, sight distance or sight distance triangle.** ~~installed upon street rights-of-way abutting private front, side, or rear yards.~~

(B) **“Sight distance” or “sight distance triangle” means the clear distance required to safely use a public right-of-way as set forth in the Broomfield Standards and Specifications as adopted by the Broomfield Municipal Code Chapter 14-04.**

12-08-020 - Limitations.

(A) Encroachments parallel to or installed upon street rights-of-way abutting private front yards shall not exceed thirty inches in height.

(B) Encroachments parallel to or installed upon street rights-of-way abutting private side yards or private rear yards shall not exceed seventy-two inches in height.

(C) Fences, hedges, and shrubs shall be setback a minimum of six and one-half feet from the gutter flowline of streets without sidewalks or streets with attached sidewalks, and a minimum of two feet from the sidewalk where the sidewalk is detached from the street.

(D) Fences in front yards shall be limited to those of an open nature, including split rail and post and chain, but shall not include wire-type, such as chain link and wire mesh fences. Permits for all fences must be obtained pursuant to chapter 15-04 of this code.

~~(E) Encroachments shall not impede or obstruct motor vehicle or pedestrian traffic and shall not, in any way, create any public safety hazard.~~ Encroachments, as defined above and including but not limited to private landscaping and fencing, shall not project into or encroach upon any public right-of-way in such a manner as to interfere with, obstruct, or endanger the safe public use of the right-of-way for pedestrian or vehicular traffic. Requirements include but are not limited to:

- (1) Vegetation other than trees shall be maintained so as not to encroach upon the plane of any public sidewalk or roadway.
- (2) Tree branch growth shall be maintained to a height not lower than eight (8) feet above any public sidewalk and not lower than fifteen (15) feet above any street or alley.
- (3) Branches, trees and other vegetation shall be maintained so as not to obscure any street name signs, traffic signs, traffic control devices or sight triangles.
- (4) Branches or trees that are broken, hanging, decayed or that otherwise threaten public property or the safe use thereof shall be removed.
- (5) Any shrubs, trees, or other vegetation within three feet of a fire hydrant must be removed.

~~(FG)~~ Encroachments shall not overlay, enclose, or in any way limit access to any city or other public facilities.

12-08-030 - Removal; notice; costs incurred by city.

~~(A) Whenever any encroachment is made, located, or maintained contrary to this chapter, or in the event the city, in its sole judgment, determines the encroachment must be removed, the city engineer or chief of police shall give notice to the person who owns or controls the premises abutting the right of way on which the encroachment is located directing such person to remove the encroachment within forty eight hours of receipt of such notice. In the event the encroachment is not removed, the city engineer or chief of police may order its removal and the cost and expenses of such removal shall be assessed against the premises. The city may abate any violation of 12-08-020 following a notice of violation issued to the resident, owner, occupant, manager, or agent thereof. Service of the notice may be by electronic mail properly addressed to the resident, owner, occupant, manager or agent thereof, or by first class mail properly addressed to the dwelling or building located on the lot or tract of land in violation of this ordinance; by a conspicuous posting of the written notice of violation upon the dwelling or building located on~~

the lot or tract of land in violation of this ordinance; or by personal service upon a natural person over the age of eighteen years who owns or occupies a dwelling or building on a lot or tract of land in violation of this ordinance. A true copy of the notice of violation will be sent by first class mail to the owner of record, as shown on the records of the county, of the lot or tract of land in violation of this chapter.

~~(B) The costs incurred by the city, together with the cost of collecting them, including court costs and attorneys' fees, shall constitute a lien against the premises on which the encroachment was located, which lien is prior and superior to all other liens, claims, titles, and encumbrances, whether prior in time or not, except liens for general taxes. The costs shall remain a lien against the real property until paid and shall be collected as though they were part of the real estate taxes. The notice will state that the encroachment must be removed within seven days from the date of the notice and, if not removed by the owner or occupant within the set time frame, the city may remove the encroachment and assess the whole cost thereof, including 15% of the total cost of alteration or removal of the encroachment for administrative costs.~~

(C) Notice of costs and lien. The director of finance, or designee, may notify the property owner of the total costs incurred for such alteration or removal of the encroachment, and if that person fails within thirty days after the date of notification to pay the entire costs and expenses of such repair, alteration, or removal, then such costs and expenses shall become a lien against and running with the property. The director of finance shall certify the same to the applicable county treasurer for collection in the same manner as general property taxes are collected. The amount certified by the director of finance to the county treasurer for collection shall include the actual cost of repair or removal of the sign, plus 15% to defray the city's costs and expenses, and any charges of the county treasurer for such collection.

(D) Violation penalty: Each day a violation of this section is committed, continued, or permitted will constitute a separate violation. Each violation shall be punishable by a fine of no more than \$250.00 for the first violation, no more than \$500.00 fine for a second violation and no more than a \$750.00 fine for any subsequent violation.

Section 2.

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

Introduced and approved after first reading on January 13, 2026, and ordered published in full.

Introduced a second time and approved on February 10, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



C. Ordinance - First Reading - Model Traffic Code

Meeting	Agenda Group
Tuesday, February 10, 2026, 6:00 PM	Action Items Item: 7C.
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

To help local governments stay compliant with state law, the Colorado Department of Transportation (CDOT) maintains a Model Traffic Code. Per C.R.S. § 42-4-110(1)(b), municipalities can adopt by reference this model code, which ensures that local codes automatically align with the most recent state amendments. Traffic regulations for Broomfield are codified in Chapter 10 of the Broomfield Municipal Code (BMC). This proposal is for the adoption of the [2024 Model Traffic Code for Colorado](#).

Attachments

[Model Traffic Code 2024 Update 1st Reading Memo.pdf](#)

[No_2297.pdf](#)

Summary

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

Broomfield’s traffic regulations, codified in Chapter 10 of the Broomfield Municipal Code (BMC), were last updated in 2012 with the adoption of the 2010 Model Traffic Code for Colorado. Since that time, state traffic laws have evolved, and the Colorado Department of Transportation (CDOT) has issued updated model codes in 2018, 2020, and most recently in 2024. This proposal brings forward the adoption of the [2024 Model Traffic Code for Colorado](#).

Colorado law requires consistency of traffic regulations throughout the state. Section 42-4-110 of the Colorado Revised Statutes requires that the provisions enacted by the General Assembly in Article 4, Regulation of Vehicles and Traffic, of Title 42 be uniform throughout the state and in all Colorado political subdivisions and municipalities. While the rules must be uniform, the responsibility for enforcement and regulation is divided based on the type of road. On any street designated as a state highway, cities and counties must enforce state-defined traffic and parking restrictions. For all other streets, local authorities (like Broomfield) may enact and enforce their own specific regulations within their respective jurisdiction.

To help local governments stay compliant with state law, the CDOT maintains a Model Traffic Code. Per C.R.S. § 42-4-110(1)(b), municipalities can adopt by reference this model code, which ensures that local codes automatically align with the most recent state amendments.

The Colorado Department of Transportation (CDOT) periodically reviews and revises the model traffic code. The most recent update is the 2024 Model Traffic Code for Colorado. CDOT did adopt revisions to the Model Traffic Code in 2018 and in 2020; however, no updates were made at the time, largely due to the pandemic. However, CDOT started on the 2024 revisions in 2022, so staff elected to wait until the 2024 revisions were complete to bring the revisions forward for Council’s consideration.

Municipalities often tailor CDOT’s model traffic code to their own local and particular situations. Broomfield has done this in the past and can continue to do so as desired within the community. Along with adopting the 2024 Model Traffic Code for Colorado, Ordinance 2297 includes updates regarding Broomfield-specific provisions as well as local additions/amendments as further described below.

The 2024 Model Traffic Code has been reviewed in consultation with the Broomfield Police Department, which supports this adoption. The updated code does not require any changes to Broomfield’s existing traffic infrastructure or operations. Adoption of the 2024 Model Traffic Code will bring Broomfield’s regulations current with state law while maintaining tailored provisions to local needs as circumstances warrant.

Major Updates in the 2024 MTC

[Attachment 1](#) identifies the numerous substantive modifications made to the 2010 Traffic Code by the 2024 update, including emerging trends in driving behaviors, new vehicle technology advancements, and evolving cultural attitudes. The modifications having the greatest impact on traffic regulation are as follows:

- **Automated Vehicle Identification Systems (Speed/Red Light Cameras)** - The 2024 code includes extensive updates to regulations governing automated vehicle identification systems, addressing new vehicle technology and emerging enforcement methods. Section 110.5 now includes detailed provisions for speed cameras in construction zones, with specific requirements for signage, public notification periods, and penalty limitations
- **Low-Speed Electric Vehicles and Class B EVs** - New sections 109.5 and 109.6 were added to regulate

low-speed electric vehicles, including Class B vehicles capable of traveling up to 45 mph, with specific roadway restrictions and equipment requirements. The 2010 code did not address these emerging vehicle types.

- **Automated Driving Systems** - Section 110(6) was added, declaring that regulation of automated driving systems is a matter of statewide concern, prohibiting local jurisdictions from setting different standards for automated systems than for human drivers.
- **Traction Device Requirements** - Enhanced provisions in Section 106 now specify detailed requirements for tire chains, alternate traction devices, and specific tread depths during winter conditions on I-70, with increased penalties for commercial vehicle violations that cause lane closures.

Proposed Changes to Broomfield-Specific Requirements

In an effort to make Broomfield's traffic code more similar to that in effect throughout the state generally, we recommend updating and discontinuing some previous sections of Chapter 10 - Traffic, which contained unique provisions specific only to Broomfield. Recommended amendments include:

- **Compulsory Insurance**
 - Subsection (9) of MTC 1409 is deleted in its entirety. Subsections (1) through 8 **(8.5)** are adopted without amendment as they appear in the MTC.
 - (8.5) provides immunity to law enforcement officers from damages to a phone if the driver uses their phone to present evidence of a complying policy or certificate of self-insurance
- **Parking is restricted to 30 ft of an intersection or crosswalk**
 - Previously was 20 ft, but 30 ft aligns with the current municipal code for oversized vehicles
 - Eliminates confusion about what an oversize vehicle is.
 - Vehicles are taller now on average

Recommended Local Additions/Amendments:

The recommended additions and amendments below are common issues specifically seen by the Broomfield Police Department, which are difficult to bring charges in court. This code will clarify these specific situations that the police department can then enforce. A summary of the additions and amendments are below. Full detail is written in the proposed ordinance.

- **Operation of Unlicensed Vehicles**
 - It is now clearly stated that registration is required to operate a vehicle. This currently cannot be charged into Municipal Court. It is one of the most written tickets by Patrol Officers in the field.
- **Driving Under Restraint prohibited**
 - If someone's license is under restraint, it is now clear that they cannot operate a vehicle. These charges currently cannot be charged into Municipal Court. By allowing this charge in Municipal Court, these cases can be handled with increased attention.
- **Failure to Avoid Interfering with Vehicle Ahead**
 - Creates a penalty for not avoiding vehicles that are ahead in the same direction as current vehicle. This includes situations such as rear-end collisions. Currently, the most prominent charge for this violation is Careless Driving, which is a class 2 misdemeanor traffic offense and subject to a jury trial. Including Failure to Avoid Interfering with a Vehicle Ahead allows for a traffic infraction charge, rather than a misdemeanor traffic offense.

- Colliding with Parked Vehicle Prohibited
 - Vehicles must avoid legally parked cars. Allows for a charge different from Careless Driving.
- Hit and Run Additions
 - Any driver has a duty upon striking an unattended vehicle or other property to give their name, address, insurance and registration number to the other unattended vehicle by locating the owner or by a clear note.
 - Any accident involving damage needs to be reported to the police. The driver shall remain at the scene until instructed to leave by the police.
 - The driver of any accident involving injury has a duty to give notice, information (including presenting a driver's license at request), and aid to other involved individuals. This includes making arrangements to get the involved person to a hospital and contacting the police.
 - Any accident involving injury must be reported to the police and the involved person has a duty to report this to the police. They must remain on scene until they are told to leave by an officer. Currently, hit and run charges cannot be charged in Municipal Court. By allowing this charge in Municipal Court, these cases can be handled with increased attention.

Financial Considerations

There are no capital or operational costs associated with this adoption of the MTC. However, these revisions allow for more efficient enforcement, which may result in more revenue collection from fines.

Prior Council Actions

[February 27, 1996](#), the City Council adopted Ordinance 1169 Model Traffic Code for Colorado Municipalities.

[September 14, 2004](#), City Council adopted Ordinance 1778, the 2003 version of the Model Traffic Code.

[June 12, 2012](#), City Council adopted Ordinance 1955 amending Chapter 10 of the BMC and adopting the 2010 Model Traffic Code.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Based on the above, it is recommended...

That Ordinance No. 2297 be adopted on first reading and ordered published in full;

That a public hearing and second reading of the Ordinance be held on April 14, 2026, at 6 pm, as allowed by City Council Procedures and Rules of Order.

Alternatives

Not adopt the latest version of the Model Traffic Code and continue to use the 2010 version as currently adopted.

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

ORDINANCE NO. 2297

An ordinance amending Chapter 10, Vehicles and Traffic, of the Broomfield Municipal Code and adopting the 2024 Model Traffic Code for Colorado

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

Section 1.

Section 10-04-050, Model Traffic Code adopted, of the Broomfield Municipal Code is hereby amended, to read as follows:

Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there is hereby adopted by reference the Model Traffic Code for Colorado Municipalities, Revised **2024** ~~2010~~, promulgated and published as such by the State Department of Transportation, **2829 W. Howard Pl., Denver, CO 80204** ~~4201 East Arkansas Avenue, Denver, Colorado 80222~~. The subject matter of the Model Traffic Code for Colorado Municipalities, Revised **2024** ~~2010~~, relates primarily to comprehensive traffic control regulations for the city. A copy of the Model Traffic Code adopted herein is now filed in the office of the city clerk and may be inspected during regular business hours.

Section 2.

Section 10-04-060, Amendments to the Model Traffic Code, of the Broomfield Municipal Code is hereby amended to read as follows:

The following amendments are hereby made to the **2024** ~~2010~~ Model Traffic Code for Colorado, which shall be referred to as the MTC:

(G) Section 1409, Compulsory insurance, is hereby amended as follows:

Subsection (9) of MTC 1409 is deleted in its entirety. Subsections (1) through 8 **(8.5)** are adopted without amendment as they appear in the MTC.

(I) Subsection (2) of Section 1204, Stopping, standing, or parking prohibited in specified places, is hereby amended as follows:

- (a) **Within thirty feet of a public or private driveway;**
- (c) **Within thirty feet of a crosswalk at an intersection;**

Section 3.

Title 10 of the Broomfield Municipal code is amended to read as follows by the addition of the following sections:

10-04-080 Registration required - penalty - dismissal upon compliance.

- (a) No person shall park or operate, or permit to be operated, any vehicle, trailer, semitrailer, or motor vehicle, as defined by C.R.S. § 42-1-102, on a street or highway within this municipality, unless such vehicle, trailer, semitrailer, or motor vehicle is registered as required by Title 42, Article 3, Part 1 of the Colorado Revised Statutes.
- (b) *Penalty.* The penalty for violation of this section shall be assessed in accordance with Section 10-05-040.
- (c) *Dismissal upon compliance.* The court may dismiss a violation for failing to register a vehicle, trailer, semitrailer, or motor vehicle in violation of C.R.S. § 42-3-103(1) or (4), 42-3-114, 42-3-115, or 42-6-140 if:
 - (1) The vehicle, trailer, semitrailer, or motor vehicle was unregistered for no more than four months at the time of the violation; and
 - (2) The owner registered the vehicle, trailer, semitrailer, or motor vehicle before the defendant's first court date as listed on the citation or summons; and
 - (3) The defendant pays to the Broomfield municipal court an administrative dismissal fee of \$30.00.

10-04-090 Driving Under Restraint - penalty

No person shall drive a motor vehicle or off-highway vehicle upon any street or highway within this municipality with knowledge that the person's license or privilege to drive, either as a resident or a nonresident, is under restraint for an outstanding judgment.

10-04-100 Failure to Avoid Interfering With Vehicle Ahead.

- (a) No driver of a vehicle to the rear shall fail to avoid colliding or otherwise interfering with any vehicle ahead that is proceeding in the same direction as the driver's vehicle or that is stopped facing the same direction as the driver's vehicle.
- (b) It is an affirmative defense to a charge of violation of this section that the driver of the other vehicle violated any section of this title, including the adopted MTC, governing right-of-way, turning, lane use, passing or parking and that such violation was the proximate cause of the collision or interference.

10-04-110 Colliding With Parked Vehicle Prohibited.

No driver shall fail to prevent a collision between the driver's vehicle and any vehicle that is parked at a place where vehicles may legally be parked.

10-04-120 Duty upon striking unattended vehicle or other property.

- (a) The driver of any vehicle which collides with or is involved in an accident with any vehicle or other property which is unattended resulting in any damage to such vehicle or other property shall immediately stop and either locate and notify the operator or owner of such vehicle or other property of such fact, the driver's name and address, and the registration number of the vehicle he or she is driving or attach securely in a conspicuous place in or on such vehicle or other property a written notice giving the driver's name and address and the registration number of the vehicle he or she is driving. The driver shall also make a report of such accident when and as required in Section 10-04-150. Every stop shall be made without obstructing traffic more than is necessary. This section shall not apply to the striking of highway or road fixtures or traffic control devices.
- (b) The penalty for violation of this section shall be assessed in accordance with Section 10-05-040.

10-04-130 Accident involving damage - duty.

- (a) The driver of any vehicle directly involved in an accident resulting only in damage to a vehicle which is driven or attended by any person shall immediately stop such vehicle at the scene of such accident or as close thereto as possible but shall immediately return to and in every event shall remain at the scene of such accident until the driver has complied with Section 10-04-140 and has been instructed or allowed to leave by law enforcement. Every such stop shall be made without obstructing traffic more than is necessary. The penalty for violation of this section shall be assessed in accordance with Section 10-05-040.
- (b) When an accident occurs on the traveled portion, median, or ramp of a divided highway and each vehicle involved can be safely driven, each driver shall move such driver's vehicle as soon as practicable off the traveled portion, median, or ramp to a frontage road, the nearest suitable cross street, or other suitable location to fulfill the requirements of Section 10-04-130. The penalty for violation of this section shall be assessed in accordance with Section 10-05-040.

10-04-140 Duty to give notice, information, and aid.

- (a) The driver of any vehicle involved in an accident resulting in injury to, serious bodily injury to, or death of any person or damage to any vehicle which is driven or attended by any person shall give the driver's name, the driver's address, and the registration number of the vehicle he or she is driving and shall upon request exhibit his or her driver's license to the person struck or the driver or occupant of or person attending any vehicle collided with and where practical shall render to any person injured in such accident reasonable assistance, including the carrying,

or the making of arrangements for the carrying, of such person to a physician, surgeon, or hospital for medical or surgical treatment if it is apparent that such treatment is necessary or if the carrying is requested by the injured person.

- (b) In the event that none of the persons specified are in condition to receive the information to which they otherwise would be entitled under subsection A of this section and no police officer is present, the driver of any vehicle involved in such accident after fulfilling all other requirements of subsection (a) of this section, insofar as possible on the driver's part to be performed, shall immediately report such accident to the nearest office of a duly authorized police authority as required in Section 10-04-150 and submit thereto the information specified in subsection (a) of this section.
- (c) The penalty for violation of this section shall be assessed in accordance with Section 10-05-040.

10-04-150 Duty to report accidents.

- (a) The driver of any vehicle involved in an accident resulting in injury to, serious bodily injury to, or death of any person or any property damage shall, after fulfilling the requirements of Section 10-04-120, Section 10-04-130 and Section 10-04-140, give immediate notice of the location of such accident and such other information as is specified in Section 10-04-140 to the nearest office of the duly authorized police authority and, if so directed by the police authority, shall immediately return to and remain at the scene of the accident until said police have arrived at the scene and completed their investigation thereat.
- (b) The Police Department may require any driver of a vehicle involved in an accident of which report must be made as provided in this section to file supplemental reports whenever the original report is insufficient in the opinion of the department and may require witnesses of accidents to render reports to the department.
- (c) The penalty for violation of this section shall be assessed in accordance with Section 10-05-040.

Section 4.

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

Introduced and approved after first reading on February 10, 2026, and ordered published in full.

Introduced a second time and approved on April 14, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Judge Amy Bockman

Meeting Date: Tuesday, February 10, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7D
Subject: Ordinance - First Reading - Amending Court Costs and Fees

- Ordinance 2292 updating Chapter 2-28 of the Broomfield Municipal Code and making amendments relating to costs assessed in Municipal Court

Goals: N/A

Overview

[View Correspondence](#)

[View Presentation](#)

The Broomfield Municipal Court is requesting an increase in the standard court costs from \$20.00 to \$40.00 and the standard deferred judgment fee from \$75.00 to \$100.00. This request reflects the need to bring Broomfield's costs in line with surrounding municipalities and to account for inflationary changes since Broomfield's inception in 2001.

Attachments

[Memo for Ordinance 2292 on Court Costs and Chapter 2-28 Updates.pdf](#)

[Muni Court updated and fees ordinance 2292.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The Broomfield Municipal Court is requesting an increase in the standard court costs from \$20.00 to \$40.00 and the standard deferred judgment fee from \$75.00 to \$100.00. This request reflects the need to bring Broomfield’s costs in line with surrounding municipalities and to account for inflationary changes since Broomfield’s inception in 2001. When Broomfield was established, the current fees were adopted as part of the initial fee structure. Since that time there has never been an increase in the base fees. The rates have remained unchanged despite the passage of two decades, during which time the cost of court operations, client support, staffing, technology and administrative support have all significantly increased.

Proposed Ordinance 2292 also contains updates to align the Code with Charter amendments approved by voters in 2024. These Charter changes permitted the presiding judge to hire associate judges as needed, subject to annual appropriations, and revised the grounds for removing a municipal judge to reference the Colorado Code of Judicial Conduct. Specifically, the ordinance:

- Adds the term "presiding" to "judge" to clearly distinguish the duties of the presiding judge from those of associate judges.
- Amends the language regarding the presiding judge's pay from "salaries" to "compensation" to acknowledge that the pay, as determined by Council, includes benefits in addition to salary.
- Updates the code's removal provision to match the amended Charter, stating that an associate judge can be removed by the presiding judge.

Lastly, proposed ordinance 2292 modifies the current Code provision regarding Court sessions on city holidays. The existing Code prohibits court sessions on these holidays. However, this creates a conflict with statutory obligations, such as bond hearings, which may need to take place on a city holiday. Additionally, the current provision does not address the transaction of judicial business on holidays. The proposed amendment addresses this by clarifying that no judicial business is transacted on city holidays and also adding an exception allowing court sessions and judicial business to be held on city holidays when required.

Comparison of Neighboring Municipalities

An analysis of a few surrounding municipalities shows that Broomfield’s current fees are below the regional norms. Below is a summary of comparable costs in neighboring cities:

Municipal Court Location	Court Costs	Deferred Fee
Broomfield (current)	\$20	\$75
Brighton	\$30	\$155
Golden	\$40	\$100
Longmont	\$50	\$100

Westminster	\$40	\$280
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As the data reflects, Broomfield's fees are some of the lowest among comparable municipalities in the metro area. The proposed increase would bring Broomfield's costs more in line with other municipal courts and better reflect the actual administration and operational costs incurred by the Court. Additionally, this increase would adjust for inflation since the inception of the City and County of Broomfield. Since 2001 cumulative inflation has exceeded 100%, adjusting the original \$20 fee to today's value based on inflation equates to approximately \$38 and the original \$75 deferred fee equates to approximately \$185. This confirms the proposed increase merely brings the court fees in line with present day economic realities.

Prior Council or Other Entity Actions

June 14, 2005 - Council approved Ordinance No. 1804, Amending Section 2-28-110, Costs, of the Broomfield Municipal Code

Prior to 2005, Council approved four amendments to Court code (Ord. 1184 \$1, 1996; Ord. 930 \$1, 1992; Ord. 926 \$1, 1992; Ord. 879 \$1, 1990).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Ordinance 2292 be adopted on first reading and ordered published, and that a second and final reading be scheduled for February 24, 2026.

Alternatives

Do not approve the ordinance. Chapter 2-28 would remain as is.

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

ORDINANCE NO. 2292

An ordinance updating Chapter 2-28 of the Broomfield Municipal Code and making amendments relating to costs assessed in Municipal Court

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

Section 1.

Section 2-28-030 of the Broomfield Municipal Code is amended as follows:

2-28-030 **Presiding** Judge; appointment; term; qualifications; compensation.

(A) *Appointment; term.* The municipal court shall be presided over by a municipal judge, appointed by the city council at the first regular meeting thereof for a term of two years, and until a successor is duly appointed and qualified.

(B) *Qualifications.* The **presiding** municipal judge shall be an attorney at law regularly licensed to practice law in this state and, if practical, a resident and qualified elector of the city.

(C) *Compensation.* The **presiding** municipal judge shall receive an annual salary or compensation set by the city council and payable as are other salaries or compensation of municipal employees. He or she shall not receive any fees or other compensation for his or her services as municipal judge.

Section 2.

Section 2-28-060 of the Broomfield Municipal Code is amended as follows:

2-28-060 Judge; additional; appointment when.

The **presiding municipal judge** ~~city council~~ may appoint additional municipal judges from time to time as may be needed to transact the business of the court or to preside in the absence, sickness, or inability of the presiding judge.

Section 3.

Section 2-28-070 of the Broomfield Municipal Code is amended as follows:

2-28-070 Judge; removal.

Any **presiding** municipal judge may be removed by the city council for cause, pursuant to section 10.2 of the Charter. **Any associate judge may be removed by the presiding judge for cause, pursuant to section 10.2 of the Charter.**

Section 4.

Section 2-28-090 of the Broomfield Municipal Code is amended as follows:

2-28-090 Sessions; requirements generally.

- (A) There shall be regular sessions of the court for the trial of cases. The municipal judge may hold a special session of court at any time.
- (B) All sessions shall be open to the public. Where the nature of the case is such that it would be in the best interest of justice to exclude persons not directly connected with the proceeding, the municipal judge may order that the courtroom be cleared.
- (C) ~~There shall be no sessions of the court nor judicial business transacted on those legal holidays observed by the city.~~ **No sessions of the court shall be held, nor judicial business transacted, on legal holidays observed by the city, except as necessary to comply with statutory requirements or to address exigent circumstances.** Regular sessions may be held and judicial business transacted on other legal holidays observed by the State of Colorado.

Section 5.

Section 2-28-110 of the Broomfield Municipal Code is amended as follows:

2-28-110 Costs and fees.

- (A) The costs and fees which shall be assessed in the municipal court are as follows:

Court costs, upon entry of a plea of guilty or no contest or conviction at trial	\$20.00 \$40.00
Courtesy bond fee, for each bond posted on warrants from another jurisdiction	\$10.00
Deferred judgment and sentence fee, upon the granting of a motion for deferred judgment and sentence	\$75.00 \$100.00
Failure to appear costs, for failure to appear for a court appearance, prior to issuance of a warrant	\$10.00
Short check charge, for any check returned for insufficient funds or account closed	\$25.00
Show cause fee, for scheduling a hearing for failure to comply with an order of court	\$20.00
Warrant costs, upon issuance of an arrest warrant	\$50.00
Witness fee, for any subpoenaed witness	\$3.00

- (B) In addition to any other fines or costs assessed pursuant to subsection (A) above, the municipal judge shall assess a surcharge in the amount of 10% of the total fines assessed against every defendant who is found guilty, pleads guilty, or pleads no contest to any violation of the municipal code, other than parking violations. The municipal judge, in his or her sole discretion, may order that any amount owed is

payable to the municipal court at a designated later date or at designated periodic intervals in equal monthly installments and may assess an additional fee for such payment plan. If the defendant fails to pay any such monthly installments or later payment, the entire balance of all fines or costs shall be immediately due and payable by the defendant. The municipal judge, upon receipt of a report of any failure to pay a fine under this section, ~~may issue a warrant for the defendant's arrest~~ and may impose such additional penalties as provided in chapter 1-12, B.M.C.

(C) Juror and jury fees shall be as provided in the Colorado Municipal Court Rules of Procedure, Rule 223.

(D) If a private citizen who swears out a complaint against another (requiring him or her to appear in court to answer charges) fails to appear for the trial of the action, or to prosecute, the action may be dismissed and all costs incurred by the city may be assessed against the complainant.

Section 6.

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

Introduced and approved after first reading on February 10, 2026, and ordered published in full.

Introduced a second time and approved on February 24, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Nancy Rodgers

Meeting Date: Tuesday, February 10, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7E

Subject: Ordinance - First Reading - Addition of a Municipal Code Chapter Prohibiting Discrimination Within Broomfield

- Ordinance 2296 amending the municipal code to prohibit discrimination within Broomfield in housing, employment, and public accommodations.

Goals: N/A

Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Ordinance No. 2296 would add a new chapter to the Broomfield Municipal Code making it a violation of the Code to discriminate in Broomfield in three areas: housing, employment, and public accommodation. Discrimination would be prohibited when it is based on race, creed, color, sex, sexual orientation, gender identity, gender expression, genetic characteristics, marital status, religion, religious expression, national origin, ancestry, immigration status unless required by law, disability, source of income, veteran status. In housing, the ordinance would also prohibit discrimination based on custody of a minor child, parenthood and pregnancy. In employment, the ordinance would also prohibit discrimination based on age (40+). Enforcement of this ordinance would be handled by a third-party investigator/hearing officer hired following a Request for Qualifications process and with a budget, capped at \$50,000, from the City and County Attorney's professional services fund.

Attachments

[Memo for Proposed Ordinance 2296.pdf](#)

[Ordinance 2296.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

On July 29, 2025, and following a request for future action by Mayor Castriotta, Council held a study session regarding Broomfield's potential adoption of a local human rights ordinance that would provide local protection against discrimination within Broomfield's jurisdictional boundaries. Council directed staff to prepare an ordinance.

Proposed Ordinance No. 2296 would add a new chapter to the Broomfield Municipal Code, making it a violation of the Code to discriminate in Broomfield in three areas: housing, employment, and public accommodation. Discrimination would be prohibited when it is based on:

Race, creed, color, sex, sexual orientation, gender identity, gender expression, genetic characteristics, marital status, religion, religious expression, national origin, ancestry, immigration status unless required by law, disability, source of income, or veteran status.

In housing, the ordinance would also prohibit discrimination based on custody of a minor child, parenthood and pregnancy. In employment, the ordinance would also prohibit discrimination based on age (40+).

The ordinance includes provisions that prohibit retaliation and interference with the rights and obligations the ordinance grants and requires. This protection extends to all parties involved, including complainants, reporting individuals, witnesses, and investigators.

The ordinance is drafted to be similar to state and federal laws in terms of recognizing that religious organizations or institutions may have certain restrictions or preference to members of its own religion or denomination that are not discrimination so long as the restriction is related to the religious principles for which the organization or institution is established or maintained.

The ordinance is also drafted to be similar to state and federal laws in terms of discrimination based on disability in employment in acknowledging that individuals must be qualified to perform essential functions of a job, with or without reasonable accommodations.

Enforcement of this ordinance would be handled by a third-party investigator/hearing officer hired following a Request for Qualifications process and with a budget, capped at \$50,000, from the City and County Attorney's professional services fund. Proposed Ordinance No. 2296 requires that Council review the ordinance within 18 months of passage to assess its effectiveness and discuss any needed changes to the ordinance. In order to provide sufficient time for the recruitment process, the effective date of this ordinance is proposed for June 1, 2026.

Financial Considerations

Sources and Uses of Funds	Amount
Fund 1 (01-12100-51370)	\$50,000
Capped Expense for Third-Party Administrator/Investigator and Third-Party Hearing Officer (estimated - actual cost will depend on the number of claims and extent of claims but cannot exceed \$50,000)	
Projected Balance (if capped is reached)	\$0

Prior Council or Other Entity Actions

[December 10, 2024](#) - Request for Future Action regarding a Human Rights Ordinance

[July 29, 2025](#) - Council held a study session regarding a Human Rights Ordinance

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Ordinance No. 2296 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on March 24, 2026.

Alternatives

Do not approve the ordinance establishing a local prohibition of discrimination in Broomfield. All state and federal discrimination laws would remain in effect.

Additional information

Enforcement of the Discrimination Ordinance by a Third-Party Investigator and Third-Party Hearing Officer

During the study session, a majority of Council supported a “third-party model” for enforcement. Under this model, complaints are initially submitted to a designated CCOB office, who then forwards the complaint to the third-party contractor.

In preparing the ordinance, there was a need to have two individuals work under this model. First, there would be a third-party investigator (“Investigator”) who would review the initial complaint, attempt to work with the parties on an early resolution, investigate the complaint if an early resolution is not achieved, dismiss the complaint if warranted, and/or attempt to have the parties agree to a conciliation agreement to address the complained-of behavior. If the person who filed the complaint is not satisfied with the outcome

achieved with the Investigator, then the individual can request a hearing before a Hearing Officer. The Hearing Officer will hold a hearing and, if the Hearing Officer finds violations of this chapter, the Officer may issue such orders as it deems appropriate. CCOB staff involvement is minimal, limited to providing administrative support and securing a conference room for the hearing. Decisions made by the Hearing Officer are final and may be appealed to the district court. Defense of any appeals of the Hearing Officer's decisions will be handled by the attorneys in the City and County Attorney's office.

The Investigator and Hearing Officer would be chosen via a Request for Qualifications (RFQ) process. This process will seek candidates with experience in discrimination investigations, such as attorneys whose practice involves discrimination claims or former employees of the CCRD (Colorado Civil Rights Division) or the EEOC (Equal Employment Opportunity Commission) who provide investigative and hearing officer services.

It is difficult for staff to estimate the volume of discrimination complaints CCOB may receive under this ordinance, as well as the complexity of investigating and processing them through to completion. The budget for enforcement will be capped at \$50,000. This allocated amount will cover the compensation for both the third-party Investigator and Hearing Officer.

Effective Date

Proposed Ordinance No. 2296 is drafted to have an effective date of June 1, 2026. This will allow for time to conduct the RFQ and selection of the investigator and hearing officer.

Time period for Filing Claims under the Proposed Discrimination Ordinance

The proposed filing deadlines would be as follows:

- Housing filing deadline: one (1) year from the act of alleged discrimination (same as federal and state law)
- Employment filing deadline: 180-day from notice of the act of alleged discrimination (less than the 300 days permitted by state law, but the same as the 180-days permitted by federal law)
- Public Accommodations filing deadline: sixty (60) days from the act of alleged discrimination (same as state law)
- Retaliation and obstruction with enforcement: sixty (60) days from the alleged act of retaliation or obstruction

Current options for Broomfield residents who experience discrimination.

Currently, in Broomfield, a resident with a complaint about potential discrimination in housing, employment or public accommodation can raise the issue with the party, file a claim with the appropriate agency at the state or federal level (Colorado Civil Rights Division, Equal Employment Opportunity Commission, U.S. Department of Housing and Urban Development, Department of Justice), and/or seek a private right of action in state or federal court against the party. This ordinance would not preclude a person from filing such a claim with a state or federal agency or court. Also and importantly, this ordinance would not toll or "stay" a claim filing deadline or statute of limitations for a claim filed with an agency or a lawsuit.

In an effort to not have multiple claims filed with various entities, proposed Ordinance No. 2296 requires that the person filing the complaint confirm that a complaint concerning this same matter has either not been filed with another agency or that any complaint concerning this matter has been dismissed by such

agency without a final judgment on the merits. If a complaint has been filed elsewhere, proposed Ordinance No. 2296 would not apply.

Council Review of the Discrimination Ordinance and Further Discussion of a Human Rights Advisory Board Within Two Years

Proposed Ordinance No. 2296 is drafted to require a Council review of the ordinance within 18 months of the effective date. Additionally, during this review, Council can discuss the establishment of a Human Rights Advisory Board. This means that, during a public meeting, Council can review data and information from the discrimination ordinance and receive feedback about a potential Board regarding its charge and service. This information will help inform Council's direction on what changes, if any, to make to the ordinance and with what scope to establish a Human Rights Advisory Board.

Other Local Human Right / Nondiscrimination Codes

Colorado

- Aspen [Code](#)
- City of Boulder [Code](#)
- City and County of Denver [Code](#)
- Fort Collins [Code](#)
- Aurora [Code](#)
- Telluride [Code](#)

Examples Outside of Colorado

- [Albuquerque, New Mexico](#)
- [Champaign, Illinois](#)
- [Kansas City, Missouri](#)
- [Tempe, Arizona](#)

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

ORDINANCE NO. 2296

An ordinance amending the municipal code to prohibit discrimination in housing, employment, and public accommodations within Broomfield.

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

Section 1.

A new Title 18 is hereby added to the Broomfield Municipal Code entitled as follows:

TITLE 18 - Human Rights

Section 2.

A new Chapter 18-01 is hereby added to the Broomfield Municipal Code entitled as follows:

Chapter 18-01 - Prohibition of Discrimination in Housing, Employment, and Public Accommodations

Section 3.

A new Section 18-01-010 - Definitions- is hereby added to the Broomfield Municipal Code as follows:

18-01-010 - Definitions.

The following terms used in this chapter have the following meanings unless the context clearly requires otherwise:

- (A) *Age* means age forty years and older.
- (B) *Complainant* means an individual filing a formal charge or accusation of violation of this chapter.
- (C) *Discriminate* means to refuse or deny equal terms, conditions, or privileges.
- (D) *Disability* means a physical or mental impairment that substantially limits one or more of the major life activities, a record of such an impairment, or being regarded as having such an impairment.

- (E) *Employment* means any character of service rendered or to be rendered for wages, salary, commission or other form of remuneration, and to use or engage any character of service rendered or to be rendered for wages, salary, commission or other form of remuneration.
- (F) *Employment agency* means any person undertaking, with or without compensation, to procure employees or opportunities to work for any person or holding itself out as equipped to do so.
- (G) *Marital status* means both the individual status of being single, divorced, separated, or widowed and the relational status of cohabitating and being married or unmarried.
- (H) *Minor child* means a person under eighteen years of age.
- (I) *Person* means any individual, group, association, company, corporation, committee, labor union, partnership, receiver, trustee or unincorporated organization or other legal or commercial entity but shall not include a government entity or agency.
- (J) *Physical or mental disability* means a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such impairment. The term excludes current use of alcohol or drugs or other disabilities that prevent a person from acquiring, renting, or maintaining property, that would constitute a direct threat to the property or safety of others, or that would prevent performance of job responsibilities.
- (K) *Place of accommodation* means any place of business engaged in any sales to the general public and any place that offers services, facilities, privileges, or advantages to the general public or that receives financial support through solicitation of the general public or through governmental subsidy of any kind.

Section 4.

A new Section 18-01-020 - Discrimination in Housing Prohibited is hereby added to the Broomfield Municipal Code as follows:

18-01-020 - Discrimination in Housing Prohibited.

- (A) It shall be a violation of this section for any person to discriminate against or to directly or indirectly adversely or unequally treat any other person with respect to

the acquisition, occupancy, use and enjoyment of any housing, including the sale, transfer, rental or lease of such housing, because of such individual's or such individual's friend's or associate's race, creed, color, sex, sexual orientation, gender identity, gender expression, genetic characteristics, marital status, religion, religious expression, national origin, ancestry, immigration status unless otherwise required by law, pregnancy, parenthood, custody of a minor child, disability, source of income, or veteran status.

(B) Nothing in this section prohibits using a form or making a record or inquiry regarding any protected characteristics for the purpose of required government reporting or for a program to provide housing opportunities for specific groups of individuals.

(C) The provisions of this section do not apply to:

- (1) Any religious or denominational institution or organization that is operated, supervised or controlled by a religious or denominational organization from limiting admission or giving preference to persons of the same religion or denomination or from making such selection of buyers, lessees or tenants as will promote a bona fide religious or denominational purpose.
- (2) An owner or lessee from limiting occupancy of a dwelling unit occupied by such owner or lessee as their residence.
- (3) An owner from limiting occupancy of rooms or dwelling units in buildings occupied by no more than two households living independently of each other if the owner actually maintains and occupies one (1) of such rooms or dwelling units as their residence.
- (4) An owner or lessor of a housing facility devoted entirely to housing individuals of one (1) sex from limiting lessees or tenants to persons of that sex, provided that people shall be allowed to use a housing facility that is consistent with their gender identity.
- (5) The transfer, sale, rental, lease or development of housing designed or intended for the use of individuals with disabilities, but this exclusion does not permit discrimination on any other basis.
- (6) Discrimination on the basis of pregnancy, parenthood or custody of a minor child in:
 - a. Any owner-occupied lot containing four (4) or fewer dwelling units;

- b. Any residential building in which the owner or lessor publicly establishes and implements a policy of renting or selling exclusively to persons fifty-five (55) years of age or older, but only as long as such policy remains in effect;
 - c. Any dwelling unit rented, leased or subleased for no more than eighteen (18) months while the owner or lessee is temporarily absent, when the owner or lessee leaves a substantial amount of personal possessions on the premises;
- (D) The provisions of subsection (a) of this section shall not be construed to require an owner or lessor of property to make any improvement to a housing facility beyond minimal building code standards applicable to the housing facility in question and approved by a state or local agency with responsibility to approve building plans and designs.

Section 5.

A new Section 18-01-030 - Discrimination in Employment Practices Prohibited is hereby added to the Broomfield Municipal Code as follows:

18-01-030 - Discrimination in Employment Practices Prohibited.

- (A) It shall be a violation of this section for any person who is an employer or employment agency, directly or indirectly, to discriminate against any employee or applicant because of the employee's or applicant's race, creed, color, sex, sexual orientation, gender identity, gender expression, genetic characteristics, marital status, religion, religious expression, national origin, ancestry, immigration status unless otherwise required by law, age 40 years or older, disability, source of income, or veteran status with regard to application for employment, hiring, occupational training, tenure, promotion, compensation, layoff, discharge or any other term or condition of employment except when based upon a bona fide occupational qualification
- (B) With regard to disability, it is a violation of this section for an employer or employment agency not to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability unless such employer or employing agency can demonstrate that the accommodation would impose an undue hardship on the operation of its business.

It is not a violation of this section if the individual, with or without a reasonable accommodation, cannot perform the essential functions of the position the individual holds or desires; or if the individual poses a direct threat, which is a significant risk of substantial harm to the health or safety of the individual or others, that cannot be reduced or eliminated.

- (C) It is not a violation of this section if a religious organization or institution restricts employment opportunities so as to give preference to members of its own religion or denomination or restricts selection in a manner that is reasonably calculated by such organization or institution to promote the religious principles for which it is established or maintained.
- (D) The provisions of subsection (A) of this section concerning discrimination based on marital status do not apply to the provision of employee health or disability insurance.

Section 6.

A new Section 18-01-040 - Discrimination in Public Accommodation Prohibited is hereby added to the Broomfield Municipal Code as follows:

18-01-040 - Discrimination in Public Accommodations Prohibited.

- (A) It is a violation of this section for a person engaged in providing services or accommodations to the public to, directly or indirectly, discriminate against any other individual based on the individual's or the individual's friend's or associate's race, creed, color, sex, sexual orientation, gender identity, gender expression, genetic characteristics, marital status, religion, religious expression, national origin, ancestry, immigration status, disability, source of income or veteran status by refusing to allow the full, lawful, and equal use and enjoyment of the goods, services, facilities, privileges, advantages, including accommodations and the terms and conditions under which the same are made available to the general public.
- (B) The provisions of section do not apply to prohibit any religious or denominational institution that is operated, supervised or controlled by a religious or denominational organization from limiting admission to persons of the same

religion or denomination as will promote a bona fide religious or denominational purpose.

Section 7.

A new Section 18-01-050 - Retaliation and Interference Prohibited is hereby added to the Broomfield Municipal Code as follows:

18-01-050 - Retaliation and Interference Prohibited

- (A) No person shall use a threat, communicated by physical, oral or written means, of harm or injury to another person, such other person's reputation or such person's property, or discriminate against any person because such person has entered into a conciliation agreement under this chapter, because the final or any other ruling in any proceeding brought under this chapter has been in such other person's favor, because such other person has opposed a discriminatory practice, or because such other person has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing before a person charged with the duty to investigate or hear complaints relating to discrimination.
- (B) No person shall willfully obstruct, hinder or interfere with the performance or the proper exercise of a duty, obligation, right or power of any official or body charged with a duty, obligation, right or power under this chapter.

Section 8.

A new Section 18-01-060 - Administrator and Investigator; Hearing Officer is hereby added to the Broomfield Municipal Code as follows:

18-01-060 - Administrator and Investigator; Hearing Officer

The City Manager, or designee, shall select a person or persons to serve as administrator and investigator ("Investigator") and a person to serve as a hearing officer ("Hearing Officer") to carry out all of the duties, obligations, rights or powers under the Administration and Enforcement provisions of this chapter, who may have such title as the manager designates. The selected Investigator(s) and Hearing Officer are authorized to

adopt rules to implement the provisions of this chapter, subject to approval by the City Manager or designee.

Section 9.

A new Section 18-01-070 - Administration and Enforcement of Chapter 18-01 is hereby added to the Broomfield Municipal Code as follows:

18-01-070 - Administration and Enforcement of Chapter 18-01.

(A) Any individual claiming to be aggrieved by a violation of this chapter may file a written complaint under oath with City and County of Broomfield:

(1) The complaint shall state:

- a. The name of the alleged violator, or facts sufficient to identify such person;**
- b. An outline of the material facts upon which the complaint is based;**
- c. The date of the alleged violation;**
- d. That any conduct of the complainant was for the purpose of obtaining the housing, employment or public accommodation in question and not for the purpose of harassment or entrapment of the person against whom the complaint is made; and**
- e. That a complaint concerning this same matter has not been filed with another agency or court or that any such complaint concerning this matter filed with another agency or court has been dismissed by such agency or court without a final judgment on the merits.**

(2) The complaint shall be submitted within the appropriate time periods set forth in section 18-01-080.

(3) No complaint will be accepted if a complaint concerning the same matter is pending before another agency or court, or a final judgment or decision on the merits of the matter has been issued by another agency or court.

(B) The Investigator, as set forth in Section 18-01-060, shall furnish a copy of the complaint to the person against whom the complaint is made.

(C) Before conducting an investigation of the complaint, the Investigator may attempt to negotiate a settlement of the dispute between the parties, if the Investigator deems that such an attempt is practicable.

(D) If the Investigator does not deem it practicable to attempt a preinvestigation settlement or if such settlement attempt is unsuccessful, the Investigator shall conduct an investigation to determine whether there is probable cause to believe a violation of this chapter has occurred.

(1) If the Investigator determines there is no probable cause, the Investigator shall dismiss the complaint and take no further action thereon other than that of informing the concerned persons that the complaint has been dismissed.

(2) If the Investigator determines that there is a sufficient basis in fact to support the alleged violations in the complaint, the Investigator shall endeavor to eliminate the alleged violation by a conciliation agreement, signed by all parties and the Investigator, whereunder the alleged violation is eliminated and the complainant is made whole to the greatest extent practicable.

(3) The Investigator shall furnish a copy of such signed conciliation agreement to the complainant and the person charged. The terms of a conciliation agreement may be made public, but no other information relating to any complaint, its investigation or its disposition may be disclosed without the consent of the complainant and the person charged or except as required by law and upon notice to the complainant and the person charged.

(4) A conciliation agreement need not contain a declaration or finding that a violation has in fact occurred.

(5) A conciliation agreement may provide for dismissal of the complaint without prejudice.

(E) If the complainant is dissatisfied with a decision by the Investigator to dismiss the complaint under paragraph (d)(1) of this section or if conciliation attempts as provided in paragraph (d)(2) of this section are unsuccessful to resolve the complaint, the complainant may request a hearing before the Hearing Officer, as set forth in Section 18-01-060, who shall hold a hearing. If the Hearing Officer finds violations of this chapter, they may issue such orders as they deem appropriate to remedy the violations, including, without limitation, orders that:

(1) Require the person found to have violated this chapter to cease and desist from the discriminatory practice;

- (2) Provide for the sale, exchange, lease, rental, assignment or sublease of housing to a particular person;
 - (3) Require an employer or employment agency to: reinstate an employee; pay backpay for discriminatory termination of employment, layoff or denial of promotion opportunity; make an offer of employment in case of discriminatory refusal of employment; make an offer of promotion in the case of discriminatory denial of promotion opportunity; or take other appropriate equitably remedial action;
 - (4) Require that a person make available a facility of public accommodation in the case of discriminatory denial of the use of such facility;
 - (5) Require that a person found to have violated this chapter report compliance with the order or orders issued pursuant to this section; and
 - (6) Require that a person found to have violated any provisions of this chapter make, keep and make available to the commission such reasonable records as are relevant to determine whether such person is complying with the orders.
- (F) The decision of the Hearing Officer shall be final. Any party aggrieved by any final action of the Hearing Officer may seek judicial review thereof in the District Court in and for the City and County of Broomfield by filing a complaint pursuant to the Colorado Rules of Civil Procedure 106(a)(4).
- (G) It shall be a violation of this section for any person to fail to comply with an order of the Hearing Officer.
- (H) The City Manager or designee may seek judicial enforcement of any orders of the Hearing Officer.
- (I) No complaint shall be accepted against the City and County of Broomfield or a City and County-appointed agency.

Section 10.

A new Section 18-01-080 - Time Limits for Filing a Complaint is hereby added to the Broomfield Municipal Code as follows:

18-01-080 - Time Limits for Filing a Complaint

- (A) Complaints under this chapter must be filed within the following time limits.

- (a) Complaints of any alleged violation of section 18-01-020 "Discrimination in Housing Prohibited" must be filed within 365 days of the alleged violation.
 - (b) Complaints of any alleged violation of section 18-01-030 "Discrimination in Employment Practices Prohibited" must be filed within 180 days of the alleged violation.
 - (c) Complaints of any alleged violation of section 18-01-040 "Discrimination in Public Accommodations Prohibited" or any alleged violations of section 18-01-050 "Retaliation and Interference Prohibited" must be filed within 60 days of the alleged violation.
 - (d) Complaints of any alleged violation of section 18-01-070(G), failure to comply with a Hearing Officer order, must be filed within 180 days of the alleged violation.
- (B) For the purpose of calculating days under this section, holidays and weekends are included in the calculation, although if the deadline falls on a weekend or holiday in which the City and County offices are closed, the deadline will fall on the next business day.
- (C) Any complaint not filed within these time periods shall be barred from any relief under this Chapter and dismissed.

Section 11.

Council shall review this ordinance and determine whether any changes or modifications are needed to its provisions at a public meeting no later than eighteen (18) months from the effective date of this ordinance. Council shall also use the same meeting to discuss the potential establishment of a Human Rights Advisory Board.

Section 12.

This ordinance is effective June 1, 2026.

Introduced and approved after first reading on February 10, 2026, and ordered published in full.

Introduced a second time and approved on March 24, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney