
Tuesday, February 24, 2026, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

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1. Meeting Commencement

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

2. Petitions and Communications

3. Councilmember Reports

4. Public Comment

5. Reports

- 5.A. Update - Performance & Internal Audit Semi-Annual
- 5.B. Update - Comprehensive Plan and Transportation Mobility Plan Public Engagement Overview

6. Consent Items

- 6.A. Minutes for Approval
- 6.B. Resolution - Authorized Spending for On Demand Services under Master Services Agreements
— Resolution 2026-29 Authorizing Expenditures under Master Service Agreements for Road Maintenance Services
- 6.C. Resolution - Private Activity Bond (PAB) Allocation
— Resolution 2026-16 authorizing the Allocation of Private Activity Bond (PAB) to the Broomfield Housing Authority (BHA).
- 6.D. Resolution - 2026 Playground Replacements Citywide
— Resolution No. 2026-25 authorizing a construction agreement with PlayCore Wisconsin Inc. dba GameTime for the design, fabrication, and installation of playground equipment at Midway Park and Spruce Park Playgrounds as part of the 2026 Playground Replacement Program
— Resolution No. 2026-26 authorizing a construction agreement with Playwell Group, Inc for the design, fabrication, and installation of playground equipment at Ridgeview Park Playground as part of the 2026 Playground Replacement Program
- 6.E. Ordinance - First Reading - Change Library Fees
— Ordinance No. 2298 Change Library Fees

6.F. Request for Executive Session Regarding Broomfield Town Square

6.G. Resolution - Approving an Amendment to Council Procedures and Rules of Order
— Resolution 2026-21 approving an Amendment to Council Procedure and Rules of Order

7. Action Items

7.A. Appointment of Councilmember to Fill Vacancy

7.B. Organizational Strategic Plan

7.C. Public Hearing - Resolution - Rally Park Final Plat and Site Development Plan
— Resolution No. 2026-27 Rally Park Final Plat and Site Development Plan

7.D. Public Hearing - Resolution - Midcities Filing No. 1 Lot 1 PUD Text Amendment
— Resolution No. 2026-28 Midcities Filing No. 1 Lot 1 PUD Text Amendment

7.E. Public Hearing - Ordinance Second 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.F. Public Hearing - Ordinance Second Reading - 2024 Building Code Update
— Ordinance No. 2295 updates to the 2024 Building Code

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.





A. Update - Performance & Internal Audit Semi-Annual

Meeting	Agenda Group
Tuesday, February 24, 2026, 6:00 PM	Reports Item: 5A.
Presented By	
Bernie Block	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

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The Performance and Internal Audit (PIA) Department seeks questions / comments from City Council regarding the activities described in the accompanying City Council memo, which provides an overview of PIA activities since the last City Council update in August 2026. These activities generally include a combination of performance audits, special projects/reviews, business process improvement projects, consultation, audit follow-ups, professional development, and other assignments.

Attachments

[5A. City Council Memo - PIA Semi-Annual City Council Update.pdf](#)

[Attachment 1 - 2026 PIA Project Plan.pdf](#)

[Attachment 2 - PIA Status Update.pdf](#)

Summary

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The Performance and Internal Audit (PIA) Department seeks questions/comments from the City Council regarding the activities described below. City Council previously requested semi-annual updates on PIA activities. In December 2025, an annual organizational risk assessment was completed, then, based in part on the assessment, the potential future audit projects list was updated and priority ranked. The resulting **2026 Annual Project Plan (Attachment 1)**, which reflects the scope and objectives of projects, has been updated based on new information and the changing needs of the organization. Since the last City Council update in August 2025, work has been conducted on the activities described below.

Performance Audits provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. These audits are performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and generally focus on program effectiveness and results, internal controls, compliance, and prospective analysis. The **PIA Status Updates Listing (Attachment 2)** provides a summary of all performance audit findings, recommendations, and the status for issued audits with open and recently implemented items. Performance Audits completed or in progress since the last update include: Payroll Verification (issued 9/9/2025) and Grants Administration and Compliance (issued 1/28/2025).

Special Projects/Reviews are unscheduled, narrowly focused reviews on a specific topic requested by the City and County Manager's Office. Due to the limited, narrow focus of these activities, the projects are not conducted in accordance with GAGAS. No Special Reviews have been conducted since the last update.

Business Process Improvement (BPI) projects focus on operational efficiencies by working directly with process owners to eliminate waste and improve workflows throughout the City and County of Broomfield (CCOB). The structure of BPI projects vary depending on the goals and objectives of each project. BPI projects completed or in progress since the last update include the Grants Policy Update & Billing/ Reconciliation Workshops (in progress).

Consultation is provided to management and staff on various internal control, process improvement, and external audit related matters.

Professional Development activities include assisting in the development and delivery of process improvement and change management training materials for the CCOB Innovation Ecosystem program.

Other activities include participation in activities related to the Organizational Strategic Plan, Artificial Intelligence, Enterprise Resource Planning (ERP) system implementation, audit follow-ups, and maintenance of the CCOB Employee Fraud Hotline.

Financial Considerations

N/A

Prior Council or Other Entity Actions

The last PIA update was provided on August 26, 2025.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

The PIA Department seeks questions/comments from the City Council regarding the activities described above.

Alternatives

N/A

Attachment 1 - Performance & Internal Audit (PIA) 2026 Project Plan

Project	Dept/	Scope / Objectives	Status
Performance Audits		Performance Audits provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and generally focus on program effectiveness/results, internal controls, compliance, and prospective analysis.	
Custodial Operations	PW Custodial Ops	The audit scope covers custodial operating practices. The objectives are to determine if: 1) services meet established organizational standards, 2) custodial staffing levels and schedules are appropriate for the assigned workload, 3) safety protocols (e.g. OSHA and chemical management) are being met, 4) and costs are in line with industry benchmarks.	Not Started
NWPSIS, BWC, & Property/Evidence	PD	The project scope would covers select operating practices associated with the use of the New World Public Safety Information System (NWPSIS), the Body Worn Camera (BWC) Program, and the administration of Property & Evidence (P&E). The objectives are to evaluate: 1) the support structure to ensure NWPSIS issues are being addressed in a timely manner, 2) user satisfaction with the NWPSIS functionality and reliability, 3) BWC video files classifications, 4) the P&E module functionality and the impact on internal controls/data integrity, 6) P&E inventory (via a sample inventory), and 7) P&E disposition practices (including BWC footage). <i>Note - tailored project that revisits specific issues identified in previous performance audits.</i>	Not Started
Developer Incentive Agreements	ComDev/Economic Vitality/Finance	The audit scope will cover the monitoring of deliverables included in <u>developer incentive agreements</u> . The audit objectives are to ensure: 1) a comprehensive process exists for vetting these agreements, 2) an accessible and comprehensive tool exists for capturing the deliverables exits, 3) responsibilities for monitoring deliverables (financial and programmatic) are appropriately assigned, 4) sufficient processes in place to reassign responsibilities wen employee turnover occurs, and 4) sufficient close-out and archiving process exists for agreements that have been fulfilled. Also, 5) review a sample of agreements to determine if all the deliverables are being captured.	Not Started
Cybersecurity Audit Follow-Ups	IT	Follow-up on the implementation status of past Cybersecurity Audit recommendations and assist where possible.	On-Going
Audit Follow-Ups	Various	Follow-up on the implementation status of past audit recommendations and assist departments where possible.	On-Going
Other Audit Related Tasks	N/A	Annual Risk Assessment (exec mgmt feedback and research governmental audit topics). Maintain Potential Audits Projects Listing and develop Annual Project Plan with input from the CMO/CAO. Council Meeting memo prep & attendance for Semi-Annual PIA Updates. CCOB Fraud Hotline and maintenance of PIA Policies/Procedures.	On-Going
Special Reviews		Narrowly focused projects requested by CMO. Reviews are not conducted in accordance with GAGAS.	
HIPAA	TBD	The project scope covers the Health Insurance Portability and Accountability Act Compliance Plan Policies & Procedures (HIPAA Plan). The objectives are to: 1) determine if the the CCOB HIPAA Plan is current based on regulatory guidelines, and 2) work with CCOB staff and counsel to ensure the CCOB HIPAA Plan is updated.	Not Started
Water Utilities Compliance Review	Water Utilities	The project scope covers the CCOB Water Treatment operations and SOPs. The objectives are to: 1) review SOPs from the Water Treatment Division to determine if these are compliant with the CDPHE regulatory requirements, 2) develop a review template that can be used for future reviews, and 3) evaluate staffing structure in relation to industry best-practices.	Not Started
Non-Audit Svcs			
Business Process Improvement		Business Process Improvement (BPI) projects focus on operational efficiencies by working directly with process owners to eliminate waste and improve workflows. This also involves working with staff to more effectively use electronic data in order to reduce processing times and improve the accuracy of reporting.	
Unclaimed Property	Finance	The project scope covers all processes associated with the disposition of unclaimed property. The objectives are to: 1) ensure all 2025 outstanding issues are resolved, 2) work with CCOB staff to finalize the SOP, 3) ensure responsibilities are appropriately assigned, and 4) serve as a resource as staff administers the 2026 process.	Not Started
Grants Policy Update & Billing/Reconciliation Workshops		The project scope covers the Grants Policy and the grant billing/reconciliation processes. The objectives are to assist the Finance Grant Administrator with: 1) the streamlining of the Grants Policy, and 2) training Departmental Grant Designees on the proper methods for Grantor billing and reconciliation practices using general ledger data.	In-Progress
Recording/Treasurer Daily Balancing	CRO	The project scope will cover Recording/Treasurer end of day balancing procedures. The objectives are to: 1) identify current practices, 2) identify deficiencies/painpoints in the current process, 3) work with the project team to identify solutions to make the process more effective/efficient, and 4) ensure the new processes are clearly documented and understood by staff.	Not Started
Vehicle/Equipment Replacement Fund	Finance & Fleet Mtc.	The project scope cover funding, budgeting, purchasing, and disposition practices for vehicles and equipment. The objectives are to: 1) conduct best-practice research on how local governments adminster these activites, 2) collaborate with Finance and PW/Fleet Mntc staff to identify new opportunities, and 3) assist in the development of an updated, proposed approach. CCOB managements will ultimately make the decision on how to proceed once the information has been provided.	Not Started
Data Governance	All	The project scope will cover CCOB electronic data. The objective is to <i>assist</i> the IT Department with the <i>initiation of a project</i> that will: 1) help departments identify the major categories of data that is maintained, 2) identify sensitive/confidential data that exists to ensure there are proper safegaurds, and 3) develop a structure for maintaining the data inventory.	Not Started
HIPAA	TBD	The project scope covers the Health Insurance Portability and Accountability Act Compliance Plan Policies & Procedures (HIPAA Plan). The objective is work with CCOB staff and counsel to update the CCOB HIPAA Plan.	Not Started
Other		Other continuous process improvement & performance activities.	
IE	All	Innovation Ecosystem (IE) program development and delivery of process improvement training. Also, mentoring IE graduates on their projects.	On-Going
AI	All	Artificial Intelligence (AI) Steering Committee and AI Community of Practice (CoP) participation in order to help encourage and identify pratical and responsible uses of AI technology.	On-Going
ERP	All	Enterprise Resource Planning (ERP) project subject matter expert.	In-Progress
OSP	All	Organizational Strategic Plan (OSP) Steering Committee.	In-Progress
Consultation	All	Management consultation on topics such as policies/procedures, internal controls, and external audit.	On-Going

Performance and Internal Audit Status Update - Attachment 2								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2026 Audit Status Update or Management Responses in Recently Issued Audit Report
<i>Note - This is a summarized version of the audit findings and recommendations. Please refer to the detailed audit report if the context of certain topics are not be readily apparent.</i>								
CCOB Risk Mgmt Process 3/31/2013	CCAO / R&S	Reconciling CCOB Fixed Assets Listing to CIRSA Application	4	a. CIRSA application is not fully reconciled on an annual basis to the CCOB Fixed Asset Listing b. Replacement costs on CIRSA application are not substantiated	a. Conduct a more comprehensive annual reconciliation of CIRSA application asset data b. Develop methodology that supports the reasonableness of replacement cost values on CIRSA application	Medium	12/2028 12/2026 12/2025 12/2022 12/2020 12/2019 12/2018 6/2014	Major CCOB assets have been reconciled to the CIRSA application and adjustments made accordingly. However, a sustainable, repeatable process that includes all CCOB assets is still being developed. While Finance maintains an asset listing for financial reporting purposes, it does not reflect all organizational assets, estimated replacement costs, or a sufficient projection of future capital needs. The forthcoming asset management system should help ensure all relevant factors are considered. Management is aware of this issue and plans to fully address it when the asset management system is implemented in the fall of 2028.
Capital Improvement Program (CIP) 8/21/2013	Finance, PW	CIP Policies / Procedures Related to Capital Asset Data	1	Organizational guidelines related to capital asset tracking and reporting need to be developed.	Finance and Public Works Departments should work together to enhance the organizational policies and procedures governing capital asset inventory records.	Medium	12/2028 12/2026 12/2025 12/2022 6/2022 12/2020 6/2019 12/2018 6/2014	A cross-functional group of CCOB employees will be evaluating asset tracking and CIP administration processes (see Recommendation 3 below for additional details). The content from the project will be used to help identify the required CIP policies and procedures, which will then be documented and communicated throughout the CCOB. This will be done in conjunction with the Asset Management System project.
Capital Improvement Program (CIP) 8/21/2013	All Depts.	Use of Technology in the Capital Planning and Asset Management Process	2	The current CIP planning and operating budget process, as well as the subsequent management of assets for operational and financial reporting purposes, is a convoluted process involving various forms and systems that are used to track and report on capital assets. The information is often duplicative amongst the various forms and systems and information that resides in several locations must be periodically reconciled. This is a time-consuming and error prone process. In other cases, the assets are simply not effectively tracked and managed.	CCOB management should consider implementing an integrated capital asset management system that can be used consistently by the various functions throughout the organization for tasks such as tracking asset additions and deletions, financial reporting (i.e. asset balances, depreciation, accumulated depreciation, etc.), budget planning (CIP and operational), asset maintenance scheduling and tracking, and asset inventories. At a minimum, the Finance, Public Works, and Information Technology Departments should be included in this exercise.	Medium	12/2028 12/2026 12/2025 12/2022 6/2022 12/2020 6/2019 12/2018 6/2014	Management agrees that an Asset Management System would be beneficial to the CCOB. A cross-functional project assessing asset management needs will take place in conjunction with the upcoming ERP replacement project. A comprehensive assessment of organizational asset management needs will take place prior to procuring the system.
Capital Improvement Program (CIP) 8/21/2013	All Depts.	Future Business Process Improvement Project (BPI)	3	There was insufficient time (and it was beyond the audit scope) to thoroughly identify, discuss and implement strategies for improving the overall CIP process. More time should be dedicated by management to improve the efficiencies and effectiveness of the CIP process.	Management should consider conducting a BPI project focused on the CIP process. The BPI project would involve a cross-functional group of stakeholders who would work together during a concentrated period of time to identify and implement opportunities for improving the CIP process.	Medium	12/2028 12/26, 12/25, 12/22, 6/22, 12/20, 6/19, 12/18, 6/14	In preparation of the upcoming Asset Management System, a project involving representation from various departments throughout the CCOB will be conducted.
Capital Improvement Program (CIP) 8/21/2013	Finance	Report of Capital Facilities	7	A standard report that communicates the existence and condition of existing capital assets does not exist. Currently, the information needed to prepare a detailed capital asset report is not readily available because the information is either maintained in different systems, or it is not currently tracked.	The Finance Department, cooperating with other Departments that maintain asset information, should prepare a comprehensive Report on Capital Facilities at least every one to three years. Note – this recommendation is partially dependent on the first two recommendations since consistent capital asset data from reliable identified sources is a prerequisite.	Low	12/2028 12/26, 12/25, 12/22, 6/22, 12/20, 6/19, 12/18, 6/14	An asset management system (see recommendation #2 above) would greatly facilitate the preparation of a comprehensive report on capital facilities. Thus, the report will be prepared after a system has been implemented and sufficiently populated.

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Grants Billing and Cash Receipts 03/15/2016	Finance - Acctg & Budget	Grant Billing and FINS Reconciliation Process	1	CCOB policies and procedures related to grant financial administration are limited, and grants are administered in a decentralized manner by the departmental administrators with varying accounting backgrounds. As a result, inconsistent grant accounting practices exist. There are also several examples of expense tracking methods (generally Excel spreadsheets) within the organization that are used for grant financial reporting purposes, opposed to using the official accounting records from FINS.	The Finance Department should follow-through with its plans to address the FINS shortcomings (i.e. 1) timeliness and comprehensiveness of grant payroll and 2) timeliness of PCard data), which are a factor causing departments to maintain supplemental, inefficient, and sometimes inaccurate accounting records.	Medium	a. Payroll ~ 12/2027 PCard - 12/26, 10/24, 6/24, 12/22, 5/22, 3/21, 6/20, 4/19, 11/18, 8/18, 12/17, 6/17	(Payroll) - The Human Resources Information System (HRIS) component of the Enterprise Resource Planning (ERP) system replacement project should provide opportunities to improve the timeliness of grant payroll reporting. (PCards) - The timely posting of PCard data remains a challenge. Finance is currently collecting and analyzing PCard data, which will be used when updating PCard policies and practices. These changes, along with other procurement updates, are being done in conjunction with the ERP project.
Police Dept Overtime 5/23/2016	Police	Time Reporting	1	The PD has not established time based performance standards for routine daily tasks.	The PD should develop a listing of all data elements needed to effectively track hours associated with standard time, regular overtime (OT) and Extra Duty Assignment (EDA) OT. Where practical, performance standards should also be developed and associated with routine, standard processes. The PD should also attempt to incorporate this enhanced staffing/timekeeping data into the budgeting process.	Medium	6/2028 6/2018 3/2018 5/2017	Resolution of this issue is dependent on an enhancement or replacement of the Human Resources Information System, which is scheduled to take place during the new ERP implementation process.
Tax Collection, Recording, & Allocation Procedures 4/9/2018	Comm Dev Economic Dev Finance/ Acctg	Developer Incentive, and Service Expansion Fee Agreements	4	There are opportunities to more effectively administer incentive, developer, and Service Expansion Fee agreements.	a. Establish a standard electronic filing structure with agreed upon naming conventions and attempt to eliminate duplicate documentation. b. Document standard operating procedures for administration tasks that apply to all agreements and supplement with more specific instructions for tasks that are unique to each agreement. A shared Google calendar should also be considered so that administration activities are apparent to the City Manager's Office, Economic Development, Finance, Community Development and other departments that have a role in administration activities. c. Continue to enhance the shared spreadsheet to include most of the information that is needed for administration and research purposes.	Low	a, b & c 6/2026 12/2025 8/2025 9/2024 6/2024 9/2023 3/2023 8/2022 3/2022 10/2021 1/2020 6/2019 12/2018	CMO staff (Economist and Financial Analyst) are currently working with the departments (i.e. City/County Attorney's Office, Community Development, Economic Vitality, and Finance) to catalog the deliverables associated with these agreements. Workbooks with a standard format have been created for the various types of agreements (i.e. developer incentive, subdivision improvement, intergovernmental, and Urban Renewal Authority) have been created and are mostly populated, but some additional time is necessary to complete the effort.
NWPSIS 03/18/2019	All	Project Cost	6	Current project cost reporting does not provide a comprehensive overview of total project costs.	IT projects should remain on the Information Technology CIP Status Report until all implementation issues have been resolved and a final financial summary has been provided. All costs related to a systems implementation should be tracked with a designated project code.	Low	12/2027 3/2019	A more standardized process for project reporting that encompasses all cost elements (e.g. payroll) still needs to be developed. Until the Human Resources Information System (HRIS) upgrade or a replacement system offers an efficient and effective method for allocating personnel-related costs, this item will remain open. The HRIS is a component of the current ERP project.

Performance and Internal Audit Status Update - Attachment 2								
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Procurement 10/17/2019	CCAO & Finance/ Purchasing	Reviews of Agreements, Bonds and Certificates of Insurance	3a	Procurement Manual does not explicitly address the following: a) Risk Administrators involvement in the procurement process, b) who and how bond and insurance sureties should be rated and verified, c) guidance does not explicitly require COI prior to the start of work, d) standard procedure needed to ensure updated bonds and COI are received when change orders or amended agreement with a monetary impact are processed, and e) criteria for when bonds are required and what bonds are necessary.	The Procurement Manual guidelines should be updated to address when it is necessary to involve the Risk Administrator in the insurance and bonding review.	Medium	3/2026 10/2025 3/2025 9/2024 6/2024 10/2023 6/2023 9/2022 7/2021 10/2020	The CCOB Procurement Manual is currently being updated. The Bid Security, Bonds, Retainage, and Insurance Requirements section of draft does direct employees to contact the Risk Manager when seeking exceptions to predetermined insurance requirements and when agreement amounts trigger certain bond requirements. This item will remain open until the new version of the Procurement Manual is issued and available to CCOB staff.
Procurement 10/17/2019	All Depts.	Travel, Training and Meals	07-01	Supporting documentation was sufficient in the majority of the transactions reviewed, but this was only after the Finance Department had to follow up with the employees to provide the required information in many cases. This demonstrates insufficient understanding of the documentation requirements by many employees and the need for additional training.	To ensure all requirements are being satisfied: a) the Finance Department should continue to be involved in the review and approval of travel, training, and meals, b) a conference/training agenda should be provided with the Travel, Training, and Incidental Expense Report Form, and c) the travel guidelines should be updated to clarify that local travel (i.e. within a 50 mile radius) does not qualify for a meal reimbursement unless approved by the CMO.	Medium	3/2026, 9/2025, 2/2025, 9/24, 6/24, 10/23, 3/23, 8/22, 5/22, 7/21, 1/20, 12/19	An updated Travel and Training Policy has been drafted and reviewed. It should be formally issued in the next couple of months. All PCard transactions involving travel training and food items are audited 100%.
Cash Receipts 03/06/2020	Finance, PRSS	Memorial Escrow Account	10b	Some of these unused balances in the CCOB Memorial Escrow account have been outstanding for several years. Tracking these outstanding balances also requires additional effort. There have been minimal changes to how the program is administered since its inception.	PW and Finance should consider changing how the Memorial Escrow account is administered going forward. For example, rather than establishing an escrow balance, an agreement to provide specific services for an agreed upon fee could be established. This would remove the requirements associated with the administration of an escrow account. For existing balances in the trust account there should be a confirmation from the donor the excess fund can be retained or the residual balances should be refunded.	Low	Implemented 3/2026 12/2025 10/2023 3/2023 9/2022 3/2022 3/2021 6/2020	Effective January 1, 2026, the Memorial Escrow Account was closed.
Body-Worn Camera Program 8/24/2021	PD	Evidence.com Data	2-02b	No process to identify instances when BWC video footage should exist but it is missing.	Consider developing a report that compares the Computer Aided Dispatch system data that reflects an officer assigned to a call for service to the Evidence.com BWC video data to ensure BWC videos are present for the case. Exceptions should be researched and documented accordingly.	Medium	Closed 9/2025 6/2025 8/2024 10/2023 3/2023 9/2022 6/2022	This open item will be rolled forward into an audit project that is tentatively scheduled for Q3 of 2026.
Court Services Cash Receipts Special Review 8/24/21	Court Services	Segregation of Duties	1	Court Services Department lacks segregation of duties in the cash receipts process. As a result of incompatible duties, system reports used to record cash receipts activity could be modified to reflect less cash and revenue during the deposit preparation process.	Due to the limited size of the Court Services business unit, it is not practical to sufficiently segregate duties with existing personnel so it is necessary to expand the involvement of staff to include Finance personnel. A Finance employee should directly access the BCAP system and generate the documentation needed for journal entry and reconciliation purposes.	Low	12/2027 10/2024 6/2024 10/2023 6/2023 9/2022 3/1/2022	Finance has communicated that it will evaluate how to structure an internal control that will allow for a periodic, high-level reconciliation of BCAP and City Suites revenue data. However, due to other priorities that have been deemed more pressing, this issue will not be addressed until after the ERP implementation. This item will remain open until the shortcomings have been addressed.

Performance and Internal Audit Status Update - Attachment 2								
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Court Services Cash Receipts Special Review 8/24/21	Court Services	Exception Reporting	2	Cash receipt exceptions (e.g. adjustments, voids, refunds, deletes, reversals, etc.) are reductions of revenue that should be reviewed by an employee who is independent of the cash receipts processes and familiar with the business operations. While Court Services does include exception activity documentation in the daily deposit package, the review of these transactions by an individual independent of the cash handling process (ideally a supervisor or someone familiar with the business processes) is not currently performed. Also, there is currently no BCAP report available that allows users to run a listing of cash receipts exceptions.	Court Services should have a designated reviewer independent of the cash handling function who is responsible for monitoring departmental cash receipts exception activity (i.e. adjustments, etc.). Documentation supporting the exception should be reviewed to ensure adjustments were for a valid business purpose. Due to the small staff size of the business unit, a Finance employee should be included in the monthly or quarterly process. Documentation of the review process should be retained for audit purposes. Until an exceptions report is available, Finance should periodically review the daily deposit activity for voids, refunds, deletes, reversals, etc. to ensure the rationale is sufficiently documented and is appropriate.	Low	12/2027 10/2024 6/2024 12/2023 6/2023 9/2022 3/2022	Similar to item 1 above, Finance will be exploring how to best structure the reviews of the exception reporting to ensure the proper segregation of duties exist.
Financial Internal Controls 10/04/2022	HR	Employee Master File, Payroll Processing, and Payroll Review and Approval	1A	There are currently Human Resources employees who are responsible for both initiating and/or approving changes to the HRIS Employee Master File (EMF). There are also conflicting assignments for employees who are processing payroll and reviewing/approving payroll.	Where practical, Human Resources should separate the EMF modifications duties and user system permissions from: employee hiring and termination decisions, payroll system module access, payroll processing duties, creation and distribution of payroll checks, and the investigation of rejected payroll deposits. Where practical, Human Resources should also modify assigned duties and user system permissions so that an employee is not able to both initiate and approve a change to the EMF. Also, a system report of changes to the EMF should also be generated for review. A supervisory-level employee, other than the employee initiating the change, and who ideally does not have ability to modify HRIS, should then review this report and match the changes to approved Personnel Action Forms and other relevant documentation.	High	12/2027 Partially Implemented 3/1/2023	HR has separated the <u>assigned</u> EMF modification duties as suggested. However, in the event that someone is out of the office, HR may not be able to ensure this in all cases but it is the exception rather than the rule. While the <u>assigned</u> duties are segregated in most instances, staff size limitations prevent the <u>system control permissions</u> from being permanently segregated. As a result, there is a need for a report reflecting all changes to the EMF. Unfortunately, this is not available in the current HRIS. A report is being developed as part of the new ERP/HRIS implementation.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2A	No one individual should have the ability to both initiate and approve a purchase requisition, invoice payment, or journal entry transaction. Since the financial system permissions lack the necessary controls to prevent this from occurring, Finance implemented compensating internal control reports. Samples of these reports were reviewed during the audit and few deficiencies were noted. Standard Operating Procedures (SOPs) do not currently exist that explain the purpose of these internal control reports, the procedures to be performed, and the frequency in which these reports should be generated and reviewed. This could result in procedures being performed inconsistently or overlooked altogether.	SOPs should be developed that explain the purpose, procedures, and frequency of the purchase requisition, invoice payment, and journal entry internal control reports.	High	12/2027 12/2025 10/2023 6/2023	While Finance acknowledges these are important internal controls, the production and monitoring of these reports in the current environment are inefficient due to the limitations of the City Suites financial system. Also, the Finance Department feels the preparation work for the upcoming ERP procurement and implementation is currently a greater priority. It is anticipated that the new ERP will include reporting that will make the on-going management of these recommended internal controls more practical to produce and monitor. This recommendation will remain open until the internal controls are established (with the proper segregation of duties for the preparation and review of the reports) in the new ERP internal control environment.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2B	There is no "sign-off" on the reports so it is not possible to determine whether the reports are actually being reviewed or if the internal control is working effectively.	The report reviewer, who should not be involved in the purchasing or accounts payable processes, should type their initials and date into the report in order to demonstrate the review was actually performed.	Medium	12/2027 12/2025 10/2023 6/2023	See 2A above.

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Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2C	An invoice report reflected two transactions that had the same Created By and Approver but this exception was not flagged and researched.	Any discrepancies noted on the reports should include documentation of the corrective action taken to resolve the matter.	Low	12/2027 12/2025 Ongoing	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2D	Finance personnel (e.g. Budget staff) are in some cases reflected as the Approver of the purchase requisition or invoice, opposed to supervisory staff in the department with a working knowledge of the purpose for the purchase requisition. While it can be assumed that Budget personnel are verifying the supervisory approval exists before approving the purchase requisition, there is no documentation or SOP to confirm this is occurring.	If possible, the purchase requisition and invoice payment reports should be updated to reflect the departmental supervisory approver, as opposed to Finance Department personnel. If this is not possible, the internal control report SOP should clearly state the role of the Budget staff when performing approvals, which should include ensuring the transactions have separate departmental initiators and approvers.	Low	12/2027 12/2025 10/2023 3/2023	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2E	Finance has not been able to develop a sufficient control report for journal entries that reflects who initiated and who approved the transactions. Instead, a manual log is maintained that reflects who initiated and who approved the journal entries. However, journal numbers are assigned sequentially to all types of transactions in the financial system, not only journal entries. As a result, it's not possible to determine if journal entries are missing from the manual listing.	The Finance department should continue to work on a system generated report that reflects the journal entry initiator and approver. In the meantime, the manual journal entry listing should be updated to ensure all journal entries that have been posted in the financial system are also included in the control log.	Low	12/2027 12/2025 and Ongoing	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2F	The invoice payments internal control report, which has close to one-thousand transactions per month, is manually reviewed. This increases the likelihood of missing an exception.	Finance should use a formula to compare the Created By and Approved fields in the invoice control report in order to improve the efficiency and accuracy of the report review process.	Low	12/2027 12/2025 10/2023 3/2023	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4B	The New Vendor Request Form SOP does not specify what information is to be verified on the Secretary of State website and what documentation should be added to the VMF. As a result, vendor verification procedures could be insufficiently and inconsistently performed.	Enhance the Vendor Clean-Up SOP to more explicitly state what is to be confirmed on the Secretary of the State website and what information is to be added to the VMF. For example, the business should be in good standing and the registered agents/Owner(s) should not be a CCOB employee.	Medium	3/2026, 6/2025, 9/2024, 6/2024, 10/2023, 3/2023	Due to other departmental priorities, additional time is required to evaluate and update the SOP.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4C	The Finance Department has an SOP that indicates annual maintenance activities (e.g. inactivating vendors that have not been used in three years) should be performed on the VMF but these activities have not been performed for a few years.	Conduct annual VMF maintenance activities in accordance with the established Vendor Clean-Up SOP. Documentation of this procedure should be retained in order to demonstrate the internal control is being performed.	Medium	6/2027 12/2024	VMF clean-up activities will be taking place in the months ahead, prior to migrating the VMF into the new ERP.

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Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4D	Changes to the VMF should also be monitored but there is currently no internal control that detects unauthorized changes.	Work with the financial system vendor to obtain an internal control report that reflects changes to the VMF. At a minimum, this report should reflect all new vendors, as well as vendors that have been reactivated. In the meantime, all new vendors (note - vendor numbers are assigned sequentially) should be reviewed by a staff member who is independent of the purchasing and accounts payable functions to ensure there is an approved New Vendor Request Form on file. Documentation of this review should be retained to demonstrate the internal control is being performed.	Medium	12/2027 12/2025 3/1/2024	See 2A above.
Financial Internal Controls 10/04/2022	HR	Reconciliation of Payments to Benefits Vendors	5	The reconciliation of payments made to benefits vendors to the corresponding payroll withholdings were previously a few months in arrears due to employee turnover.	The Human Resources Department should ensure the Vendor Benefits Payments reconciliation is prepared and reviewed within thirty days of month end.	Medium	4/2026 5/2025 9/2024 6/2024 Ongoing	PIA met with HR to review the vendor benefit payments reconciliation process. HR has a process that focuses on auditing the on-going changes using BORIS reports that reflect terminations, new hires, and benefit changes. These changes are confirmed and documented in the Invoice Audit workbook. PIA suggested that a reconciliation of vendor data to BORIS data still be performed on an annual basis (e.g. March - after open enrollment changes have been made). HR plans to prepare the reconciliation and then present the completed process to PIA. This item will remain open until completion of the annual reconciliation is confirmed.
Financial Internal Controls 10/04/2022	Finance	Maintenance of Internal Control Infrastructure and Assigned Duties	6	The majority of the CCOB business cycle internal controls were documented in the CCOB Internal Control Framework tool. However, there have been no efforts on the part of Finance to update the document in recent years.	The Finance Department should periodically (annually at a minimum) update the Financial Internal Control workbook, or a similar tool designed by the Finance Department, to ensure internal controls are working effectively and there are no conflicting duties. A copy of a blank Segregation of Duties Matrix workbook has also been provided to the Finance Department. The Matrix, or a similarly designed tool, should be used to evaluate staffing changes and ensure the assignments are appropriate. Documentation of these maintenance efforts should be retained for audit purposes.	Medium	12/2027 12/2023	Finance anticipates using the Financial Internal Control workbook, or a similar tool designed by the Finance Department, when assigning staffing roles in the new ERP. A schedule for maintaining the internal control will be established at that point in time. This item will remain open until this internal control is established and properly maintained in the new ERP internal control environment.
Financial Internal Controls 10/04/2022	HR	Human Resources Information System (i.e. BORIS) Deficiencies	9B	Being able to track who made changes within the system and when these changes occurred is a common feature in most modern HRIS and financial systems. However, most auditing capabilities within the CCOB HRIS are currently turned off because the feature historically had a severe impact on the system performance.	While this system audit reports feature may not be currently practical due to the system performance issues related to the audit feature activity logging, Human Resources staff should revisit the use of these internal control reports after the upcoming system update (Aug 2022).	Low	12/2027 12/2023	The HRIS system continues to lack the capability of producing a standardized report that illustrates the employee level changes made for the purposes of payroll. Resource constraints have prohibited current staff from working with our third party vendor to produce a report to meet this requirement. The inability to effectively track changes in the HRIS also impacts the Employee Master File internal controls, as noted in 1A above. This item will remain open until a sufficient control report is available via the upgraded or replacement HRIS, which is a component of the current ERP project.
Financial Internal Controls 10/04/2022	HR	Human Resources Information System (i.e. BORIS) Deficiencies	9D	The HRIS user interface for time allocations is impractical to use. As a result, time allocations by project are generally not entered directly into the HRIS timesheets. Instead, duplicative timesheets are used for grant and management reporting purposes. Also, the HRIS is not capable of effectively allocating payroll costs so payroll costing data reflected in City Suites is generally insufficient and inaccurate for grant and management reporting purposes.	The Finance and Human Resources Departments should continue to work with the HRIS vendor to identify an efficient and effective method for entering actual time worked into the HRIS timesheets. This data should then be used to allocate payroll costs based on actual hours. This will reduce workarounds and facilitate preparation of the Schedule of Federal Awards. In the event the HRIS is upgraded or replaced at some point in the future, the ability to effectively and efficiently allocate hours worked by task or project, as well as the associated costs, should be a must have feature in any alternative that is considered.	Low	12/2027 12/2023	The CCOB is focused on the implementation of a new ERP system, of which the HRIS upgrade or replacement is a component. Thus, limited progress is expected in this area for the foreseeable future. This item will remain open until the issues are eventually addressed.

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Emergency Management 7/26/2023	Economic Vitality	Local Business Outreach	5	The CCOB does not license all businesses so a central list of all businesses in the CCOB does not exist. This complicates efforts to communicate with local businesses during an emergency. The Economic Vitality Department is working on a project to develop a more comprehensive listing that will improve the quality and of the contact information and also allow it to be maintained so the information is current.	The Economic Vitality Department should follow through with its plans to Develop a formal, comprehensive business outreach program that includes a list of all businesses operating in the CCOB and essential contact information.	Low	6/2026 6/2025 6/2024 4/2024	A patchwork of various listings is still being used for business outreach purposes. A business licensing program is a potential solution for this challenge. While management supports the concept of a license for Broomfield businesses, additional time is necessary for planning and approval of this potential change. Considering other current rganizational priorities, the administration of business license program will be further evaluated the following fiscal year.
Emergency Management 7/26/2023	All	Time Reporting/ Payroll System Challenges	6	The CCOB's current payroll system does not easily allow for time allocation to specific task-related project codes and employee training on the subject was minimal prior to the pandemic. As a result, employee efforts to allocate their time were time-consuming and inconsistent. New procedures were introduced during the early phases of the emergency, but the instructions should have been communicated more clearly and frequently. The use of these project codes also created unintended timekeeping issues, such as system freezes and timecards not being appropriately saved. This resulted in inconsistent timekeeping practices and varying degrees of detail in the payroll data.	The CCOB should explore enhancements to the current payroll system timesheet module. If the current payroll system is unable to accommodate the task-related project codes in an efficient and effective manner, then a third-party timesheet module should be explored. (It should be noted this item is currently on hold until the replacement of the CCOB Innoprise Financials system with an Enterprise Resource Planning (ERP) financial module occurs (tentatively 2026). Then, a Human Resources Information System (including payroll) will be identified that is compatible with the new ERP.)	Low for OEM (beyond its control) but High for CCOB	12/2027	The CCOB is focused on the implementation of a new ERP system, of which the HRIS upgrade or replacement is a component. Thus, limited progress is expected in this area for the foreseeable future. This item will remain open until the issues are eventually addressed.

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2023 PD Property & Evidence (11/29/2023)	IT & PD/PE for all items	NWPSIS LERMS Deficiencies	4	<p>There are several NWPSIS LERMS issues currently impacting the efficiency of the Property & Evidence (PE) Unit operating practices:</p> <p>A. When an Officer places an item in an evidence bin the LERMS module records a date/time stamp but the same date/time stamp is also used when the PE Technician subsequently moves the item to the next location</p> <p>B. 50 PE items (as of July 2023) appear on the "Property - Missing Chain of Custody Report (COC)" and the COC screen in LERMS for these items is also blank - COC history exists in the "Field Level Auditing Viewer" but it is not user-friendly and complicates reporting</p> <p>C. No notes fields are available for documenting PE details specific to a case and inefficient workaround solutions are currently being used</p> <p>D. Inventory Not Present Report pulls incorrect data</p> <p>E. Not able to check out or transfer multiple items or cases so the items must be inefficiently moved one item at a time</p> <p>F. Not able to batch transfer a case when moving location so the items must be inefficiently moved one item at a time</p> <p>G. Inventory scanners reflect items in inventory that have actually been destroyed or checked out</p> <p>H. Electronic signatures for chain of custody will not automatically attach to the case so a manual workaround process is currently being used</p> <p>I. A NWPSIS test environment for all modules does not currently exist due to hardware limitations</p> <p>J. Reporting solutions needed include a Dispositions Report reflecting how an item was actually disposed (e.g. Returned to Owner) and a COC Report that reflects every change of location for an inventory item.</p>	<p>The PE Unit and IT support staff should meet regularly to address the NWPSIS deficiencies or adopt an acceptable workaround solution for the following:</p> <p>A. An accurate date/time stamp is recorded each time PE is moved to a different location (including the initial intake process)</p> <p>B. Determine the root-cause for why items are showing up on the "Property - Missing Chain of Custody Report" and the COC screen information is missing so that this error can be corrected moving forward</p> <p>C. Identify a more efficient solution for documenting and retaining case notes for PE items</p> <p>D. A correct Inventory Not Present Report should be available</p> <p>E. Ability to check out or transfer multiple items or cases</p> <p>F. Ability to batch transfer a case when moving location</p> <p>G. Accurate inventory when using the scanners that shows when items have been destroyed or checked out</p> <p>H. Ability to efficiently capture electronic signatures for COC purposes that are automatically attached to the case</p> <p>I. A test environment should exist for all NWPSIS modules</p> <p>J. Reporting solutions that reflect 1) how an item was disposed (e.g. Returned to Owner) and 2) COC showing every change of location for an inventory item</p>	Medium for all items	<p>C & J = Implemented</p> <p>A, B & D = Closed</p> <p>E, F, G, H & I = 3/2026</p> <p>Original = 11/2024</p>	<p>PE & IT support staff have worked together to implement process and reporting solutions for a few of these items. However, additional time is necessary to confirm some of the solutions are working consistently and fully address the issues. There are also a couple of items that continue to be dependent on an eventual vendor solution.</p> <p>A, B, D, & J. While the system issue persists, the vendor has no plans to correct the issue in the current version of the software. Fortunately, accurate data is captured in the system and a CCOB custom developed Chain of Custody (COC) report can now be generated when necessary. This report accurately reflects each step in the COC process, the method of disposition, and it can be used reconcile the deficient system provided reports (i.e. Property - Missing CoC Report and the Inventory Not Present Report).</p> <p>C. PE notes feature has been developed by IT and PE Unit confirmed it is working properly.</p> <p>E, F, G, H & I. - While solutions have been developed, additional time is necessary to confirm these options are accurate, working consistently, and staff a properly trained. <i>These open items will be rolled forward into an audit project that is tentatively scheduled for Q3 of 2026.</i></p>

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2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1A	Approval Groups - The City Suites Financial System (CSFS) has a shortcoming in the PCard approval workflow where the transaction can only be routed to a single approval group and only one individual from that group can approve the transaction. As a result, broad approval groups have been established, which sometimes have insufficient segregation of duties. Examples include PCardholder who is also in their approval group, subordinate approving transactions, and approver redirecting the approval to the PCardholder.	The Finance Department should reevaluate the PCard approval structures to ensure the proper segregation of duties. Having the approval structures updated prior to the implementation of the new financial system (approx late 2027) will also allow for a more efficient and effective implementation of the approval workflows. Also, ensure the upcoming request for proposal for the new financial system has "must have" criteria that allows for multiple approval workflows for all types of purchases, as well as reporting that shows who initiated and who approved a purchasing transaction. This should decrease the need for overly broad approval groups.	High	6/2027 9/1/2025	Finance will continue to evaluate existing structures / procedures and document processes over the next year with the Government Finance Officers Association. Multiple items will be addressed including approval tiers prior to transitioning to a new ERP system. Capabilities are limited in the current system. Improving this will be part of the ERP selection and implementation process.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1C	Federal Purchases - Per CCOB Procurement Manual, P-Cards should not be used for purchases covered by federal funds. This control helps ensure that federally suspended or debarred entities are not used. However, a few PCard transactions applied to federal funding were identified.	The Finance Department should evaluate PCard transaction data using the project code to ensure that no federal purchases have been made using the PCard and identified exceptions should be corrected. Alternatively, Finance could implement a control that checks for federally suspended/debarred entities, while also allowing the PCard to be used.	Medium	12/2025 12/1/2024	Finance has decided to remove the federal purchase restriction from the PCard policy because it is only a CCOB guideline and not a federal restriction. Since other procurement guidelines are also being updated in relation to the ERP, additional time is necessary to update the PCard policy.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1D	Receipts/Business Purpose - The Procurement Manual and PCard Policies the Procedures Handbook require PCardholders to provide a detailed receipt/invoice and to document the business purpose of the transaction in sufficient detail so that appropriateness of the purchase is apparent to the Approver. For most transactions tested, this was sufficiently provided. However, exceptions were also noted.	The Finance Department should periodically (e.g. annually) remind PCardholders about the receipt and business purpose requirements for PCard purchases. In addition to the what, when, and where criteria, the documentation should also reflect who utilized the product or service purchased. PCardholders who continually provide insufficient PCard documentation should have their PCards revoked.	High	6/2026 12/2025 6/2025 11/2024	Updated PCard Policy currently being reviewed by CAO & CMO. Per Finance, the updated policy should address the PCard concerns identified in the 2023 PCard Audit. Also, the new ERP system should have mandatory field to help ensure relevant information is consistently provided. These items will remain open until it can be confirmed the updated policy sufficiently addressed these issues.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1E	Split Transactions - A split purchase occurs when a purchase is separated into two or more transactions in order to avoid the PCardholder's single purchase limit. CCOB policy prohibits this practice. Transaction testing identified several transactions that appeared to be split transactions.	The Finance Department should more effectively monitor PCard activity for split transactions. When violations are noted, remind the PCardholder that split transactions are not allowed and that a temporary single purchase limit exception is required. If necessary, work with the departments to identify a more appropriate single purchase limit for the PCardholder. Revoke PCard from PCardholders who continually violate the no split transactions policy.	High	6/2026 12/2025 6/2025 11/2024 6/1/2024	See item 1D above.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1F	Timeliness of PCard Transaction Processing - There are often delays with PCard transactions posting to the general ledger due to untimely coding and supporting documentation from PCardholders. Also, Finance batch processes PCard transactions so a single delayed PCard transaction causes the entire batch to be delayed. This causes staff frustration because it can delay other business processes, such as timely grant reporting.	The Finance Department should be more aggressive on the enforcement of the PCard processing timeline. PCardholders who repeatedly cause processing delays should have their PCards revoked. Also, Finance should consider using a temporary clearing account for the transactions that are pending approval past the established deadline so that the entire batch is not delayed.	Medium	12/2026 12/2025 6/2025 12/2024	Per Finance, the new ERP should provide options that help ensure the timely processing of PCard transactions.

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2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Account Administration	2B	Business Need for PCards - PCards provide an efficient/effective method for making purchases, but there are costs and risks associated with the PCard Program administration. Thus, PCards should only be issued to active employees who have a valid business purpose. During the audit period (1/2022 - 8/2023), there were 56 PCards used three or fewer times, including 29 PCards that were not used at all. The scrutiny of PCards needed may be lacking and there is no procedure for evaluating the on-going business need for issued PCards based on actual PCard usage. Unused or underused PCards expose the CCOB to the unnecessary risk of credit card fraud.	PCards should only be issued to employees who have a valid business need for the PCard. The Finance Department should consider establishing some criteria for issuing PCards that includes the intended frequency of use. Finance should also periodically evaluate (e.g. annually) the frequency of PCard use to determine whether all issued PCards are necessary since the risk of unauthorized usage increases when more cards are outstanding.	High	6/2026 12/2025 6/2025 12/2024	See item 1D above.
2024 ADA (4/9/2024)	CCAO / R&S	ADA Tracking Internal Workbook - Owner	1A	There is currently no owner of the CCOB ADA Internal Tracking workbook or a formal process in place to maintain this workbook.	The Risk and Safety Manager should take ownership of the ADA Internal Tracking workbook. CCOB departments should be responsible for designating an individual who will be responsible for updating those portions of the ADA Tracking Workbook applicable to the department. The ADA Coordinator should work with the designated departmental ADA contact to review and update the workbook on an annual basis.	High	6/2027 6/2025 4/2025	ADA efforts are primarily focused on handling requests / complaints that arise. Risk Mangement continues to help departments navigate public facing issues, while Human Resources handles internal employee requests. Overall coordination and documentation of ADA related responses has improved. Management acknowledges that an organizational resource focused on accessibility may eventually be warranted, but current budget constraints will most likely delay the hiring of any new positions for the next couple of years. In the meantime, larger organizational ADA related efforts will be limited.
2024 ADA (4/9/2024)	PW/ Facilities & Streets, and CCAO/R&S	Buildings & Parking Lots	1B1	There were a few locations that still require the 2010 ADA Standards checklists to be completed.	The 2016 ADA Standards Checklists, based on the 2010 ADA Standards for Accessible Design, should be fully completed for all publicly accessible facilities and parking lots.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	PRSS, CCAO/R&S	Specific Use Checklists	1B2	There are a few additional resources available on ADA.gov that have not been used but could be beneficial in the self-assessment process.	When applicable, the following checklists should be used when the department is conducting self-assessments: Play Areas; Swimming Pools, Wading Pools & Spas; and Fishing Piers & Platforms.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	OST, CCAO/R&S	Trails	1B3	The self-evaluation process for open space and trails can be more challenging since there are no specific ADA.gov checklists available for this category. As a result, staff have pieced together evaluation criteria from different resources but the source of the guidance has not been documented in the ADA Tracking workbook. It is also difficult to determine whether the listing comprehensively captures all CCOB Open Spaces and Trails.	The trails documentation in the ADA Tracking workbook should be enhanced so that it is clear which trails have been evaluated and which trails still need to be evaluated. The trails worksheet should also include the trails evaluation criteria, findings, and any necessary actions. As discussed in item 1B5 below, partnering with the GIS Division would improve the efficiency and effectiveness of this process.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	OST, PRSS, PW, CCAO/R&S	Technology to Conduct ADA Self-Assessment	1B5	The self-assessment of many outdoor spaces can be time-consuming due to the dispersed locations throughout the City/County. There are more effective and efficient methods to perform self-assessments of these outdoor areas when compared to the manual methods previously used. A more comprehensive self-assessment would also help ensure all publicly accessible outdoor spaces have been evaluated.	CCOB departments/divisions responsible for maintaining outdoor spaces should consider partnering with the GIS Divisions to identify more efficient and effective data collection and mapping methods for conducting ADA self-assessments.	Medium	6/2027 6/2025 4/2025	See item 1A above.

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2024 ADA (4/9/2024)	CCAO/R&S	ADA Committee/ Divisional Administrators	1C	The current combined ADA workgroup is large. The items in the ADA Tracking workbook are not currently prioritized and in most cases there are no cost estimates. As a result, the plan/timeline for addressing these items is unclear and there are no established budgets.	The ADA Coordinator should establish an appropriately sized ADA Committee that meets on a periodic basis (e.g. semi-annually) to discuss ADA related matters. The ADA Committee should then work together to prioritize the items in the ADA Tracking workbook, identify solutions for the issues identified, establish cost estimates (periodically adjusted for inflation), and establish work plans to address the solutions within their respective business units.	Medium	6/2027 6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	CCAO/R&S	ADA Training - Public Facing	3B	Since CCOB staff who interact with the public have varying levels of experience when dealing with situations that are ADA in nature, there is potential compliance risk if the matter is not appropriately handled.	CCOB programmatic staff who frequently interact directly with the public should be trained on how to identify potential ADA related matters. Since ADA cases will vary in nature, and the expertise of programmatic staff will also vary, CCOB employees who encounter ADA Title II (Public Services) related issues should involve the Risk and Safety Manager in ADA matters as a quality control measure.	High	3/2026 12/2025 4/2025 10/2024 4/1/2025	Checklists have been developed to assist front-line staff when interacting with the public on ADA related matters. However, additional time is necessary to ensure staff are aware of these tools and the tools are accessible.
2024 Revenue Payment Processing (9/5/2024)	See Below	Control Reports	1	A review of exception activity (i.e. adjustments, voids, refunds, deletes, reversals, etc.) by a supervisor independent of the revenue payment process has not been consistently performed by the business units listed below.	All City & County of Broomfield (CCOB) functions that use a cash receipting system for revenue payment processing should have a designated reviewer (ideally a supervisor) independent of the cash handling function who is responsible for monitoring departmental exception activity (i.e. voids, refunds, deletes, reversals, etc.). Business units should ensure exception reporting is properly and consistently performed.	High	See below	This is a general description of the issue. See below for the status of specific business unit recommendations.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Control Reports	1B	City Suites Customer Information System (CIS) Adjustments Report and the Reversals/Voids Report are available but are no longer being used as a result of employee turnover.	The CIS Adjustments Report and the Reversals/Voids Report should be generated/ reviewed on a periodic basis and archived.	High	6/2026 9/2025 3/2025 9/2024	While the Exceptions Report is being reviewed by the Revenue Manager, it is still being generated by a staff member who handles cash. The Revenue Manager is working on getting access to the CIS system so that the control report can be independently generated. This change will occur after the current property tax season.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Accounting	Standard Operating Procedures (SOPs)	3A	The Division of Motor Vehicles (DMV) monthly balancing activities, revenue allocations, and related journal entries could be improved.	The monthly allocation workbook should be enhanced by adding a narrative explaining what the taxes and fees represent and the authoritative guidance authorizing the collection and subsequent allocation of these amounts.	Medium	6/2026 9/2025 6/2025	Additional time is necessary to sufficiently address this item.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Accounting	Revenue Payment Processing/ Cash Receipts Policy	4	The CCOB does not currently have a Revenue Payment Processing/ Cash Receipts Policy, which results in varying practices throughout the CCOB. This could also lead to confusion or non-compliance with prescribed operating practices. Currently, there are many inconsistencies in how business units prepare deposit packages. The methods used to pass along supporting documents to Finance also varies (e.g. email vs. placing documentation in a shared folder on the network drive). In some cases the deposit package supporting documentation appeared to be excessive, while in other cases the deposit only included a deposit slip. Note - Cash Receipts Policy also recommended in the 2020 Cash Receipts Audit.	The CCOB Revenue Payment Processing/Cash Receipts guidelines should be adequately documented and accessible to employees via the BEACH (CCOB intranet). These guidelines should address how supporting records for deposits and related journal entries should be consistently prepared, submitted, and documented. The guidelines should also explain how the documentation should be provided (e.g. placed in a designated electronic file folder on the network along with a standard naming convention that includes the relevant dates). Also, the policy should require that a receipt is provided for all in-person cash transactions, including off-site transactions, to ensure the transaction is captured in the cash receipts system. If the cash receipts system is not available, then a manual receipt should be provided and later reconciled to ensure the funds are appropriately deposited. Finally, the policy should provide direction on how departments are to handle NSF check transactions.	Medium	12/2027 6/2025 Issue First Recommended in 3/2020	A draft of the Revenue Payment Processing / Cash Receipts guidelines currently exists. However, Finance has decided to defer the issuance of the policy until the new ERP is implemented in order to ensure the policy reflects updated operating practices based on the new internal control environment. The need for this policy was first identified in the 3/2020 Cash Receipts audit.

Performance and Internal Audit Status Update - Attachment 2								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2026 Audit Status Update or Management Responses in Recently Issued Audit Report
2024 Revenue Payment Processing (9/5/2024)	Recreation Services	Supporting Documentation	5D	The total proceeds collected for the last Broomfield Days 5k Race and Fun Run event was not reconciled to the total amount deposited in the financial system.	The Broomfield Days 5k Race and Fun Run event proceeds should be reconciled to the amount deposited via the BRex system. This documentation should be retained and the corresponding SOP should be updated accordingly.	Medium	Implemented 10/1/2025	Cash handling at CCOB special events, such as Broomfield Days, has been significantly reduced. Rather than CCOB staff selling tickets at the events, the vendors simply pay a registration fee for the space. This activity is reconciled to BRex data. Cash is still received for same day 5k Race registrations, which is also reconciled to BRex.
2024 Revenue Payment Processing (9/5/2024)	Finance	Credit Card Fees	7	Credit cards are a common payment option used by CCOB customers due to the convenience it offers. However, the CCOB is inconsistent in how the associated credit card processing fees are handled. In some cases the customer pays the fee and in other cases the CCOB business unit absorbs the cost. With the popularity of online payments increasing, this will also result in additional costs to the CCOB. Finally, the CCOB offers other payment options that generally do not include a service fee.	The CCOB should be consistent in how credit card processing fees are handled throughout the organization. Since it is the customer who benefits from the convenience of online credit card payments, and other payment options are available (e.g. cash, check, e-check, and ACH), the CCOB should consider having the customer cover the cost of credit card fees. While this position varies among governmental and private organizations, it is becoming more common to pass the fee along to the customer.	Medium	12/2027 6/2025	Informally, Finance has been responding to department inquiries on the matter by stating it is appropriate to pass along the credit card processing fees to the customer. However, this will not formally be addressed until the Revenue Payment Processing / Cash Receipts guidelines have been issued (see item 4 above for additional details).
2024 Revenue Payment Processing (9/5/2024)	Finance, Court Services & Police/ Detention	Disposition of Intangible Property	12	The Municipal Court and PD/Detention have issued refunds to individuals for various purposes but the checks were never deposited by the recipient. Some of these checks have been outstanding for several years. The business units requested guidance on how to handle these items so the City and County Attorney's Office (CCAO) was consulted. The CCAO reviewed Colorado Revised Statute (CRS) § 38-13-1504 - Unclaimed Property, as well as Broomfield Municipal Code (BMC) 3-25-030 - Procedure for the Disposition of Intangible Property.	For unclaimed property held more than five years, statute allows local governments to follow their local ordinance related to the disposition of property. Thus, the Municipal Court and PD/Detention should work with the CCOB Finance Director to clean-up these outstanding checks by following the guidance included in BMC 3-25-030 - Procedure for the Disposition of Intangible Property.	Low	Implemented 10/1/2025	An Unclaimed Property project was conducted in 2025 that covered all outstanding CCOB checks that were older than one year as of 6/30. A new SOP was also established that will help guide staff through the process each year moving forward.
2024 Revenue Payment Processing (9/5/2024)	City Manager's Office (CMO), Clerk & Recorder Office (CRO), Economic Vitality, & Finance	Business License	14	The CCOB does not currently license all Broomfield based businesses. As a result, there is no comprehensive business registry, which causes challenges when attempting to effectively communicate with Broomfield businesses (particularly in emergency situations). Business licenses would also allow for improved communication of CCOB programs and general awareness of events occurring in the community. In addition to business outreach, the license would also be useful for sales tax purposes.	In consultation with the CMO, relevant CCOB business units (e.g. CRO, Economic Vitality, Finance/Sales Tax Division, etc.) should consider a business licensing program for Broomfield businesses. If it is determined this would be beneficial, business licensing program guidelines for an annual registration/ renewal process should be developed. A modest annual fee (e.g. \$20) is also suggested to help off-set associated costs. It may also be necessary to consider a related penalty fee for businesses that are aware of the licensing requirements but fail to register.	Low	6/2026 6/2025	While management supports the concept of a license for Broomfield businesses, additional time is necessary for planning and approval of this potential change. Considering other current organizational priorities, the administration of business license program will be further evaluated the following fiscal year.
2024 Fleet Maintenance (12/20/2024)	Public Works (PW) / Fleet Mntc (FM)	Cost Effective Use of Fleet Resources	1a	Total Cost of Ownership (TCO) includes all lifetime costs that result from owning an asset, such as purchase price, maintenance and repairs, fuel, disposal value, etc. Projected and actual TCO could be used more effectively when making vehicle purchase decisions.	FM should use TCO information more effectively when making vehicle purchase decisions whenever practical.	High	9/2026 1/2026	With the recent hiring of a new PW Director, Fleet Maintenance (FM) practices are being reviewed. Also, due to licensing limitations on the number of vehicles/equipment that can be tracked in the current Fleet Maintenance software, as well as the upcoming CCOB Asset Management project, the systems used to track vehicle/equipment financial and utilization data may change. The audit recommendations will be taken into consideration along with these other potential changes. Additional time is necessary for this effort.

Performance and Internal Audit Status Update - Attachment 2								
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2024 Fleet Maintenance (12/20/2024)	PW/FM	Cost Effective Use of Fleet Resources	1c	Fleet utilization standards and actual utilization data could be used more effectively to allocate vehicles throughout the CCOB.	Management should consider setting vehicle utilization standards using data from the telematics and fleet services software systems. Vehicles that do not satisfy this criteria should be considered for shared use via a motor pool model.	High	9/2026 1/2026	See 1a above.
2024 Fleet Maintenance (12/20/2024)	Finance & PW/FM	Cost Effective Use of Fleet Resources	1d	CCOB EV chargers are free to the public, which essentially provides a subsidy for EV owners. Finally, EVs reinforce the shared vehicle pool notion since an infrastructure for charging the vehicles is necessary.	Management should consider implementing a pricing structure on all public-facing EV chargers that would help cover electricity costs, as well as the costs associated with the EV infrastructure used by the public (including CCOB employees).	High	4/2026 3/2025	An EV charging pricing structure is currently being evaluated. Proposed changes are expected to be presented to City Council in the spring of 2026.
2024 Fleet Maintenance (12/20/2024)	Finance & PW/FM	Vehicle & Equipment Replacement Fund & Policy	2	The purchase of new and replacement vehicles/equipment are subject to the availability of the funds during the annual budgeting process. Specialized heavy-duty vehicles/equipment with higher costs often impacts the availability of funding for other asset needs throughout the organization.	CCOB management should explore long-term options for funding vehicle/equipment acquisitions and replacements, such as a vehicle/equipment fund that could be used to more strategically plan and budget for these assets.	High	12/2026 1/2026	Research on funding mechanisms for vehicle/equipment replacements will be conducted during late 2026.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Policies & Procedures	3	FM policies/procedures do not reflect an effective date, some policy documents are redundant, and there are opportunities to better organize this content so that it is more accessible.	FM should review its standard operating guidelines to ensure these documents reflect current best-practices and a revision date is included. Unfinished policies should be finalized and outdated policies should be archived. The guidelines should also be more accessible to staff. Finally, a maintenance schedule should be established so that the guidelines remain current.	Medium	Implemented 1/2026 6/2026	Some FM SOPs have been updated and are now organized in an electronic location that is accessible to staff. These SOPs will continue to be reviewed and updated in conjunction with PW split into two separate departments and the appointment of the new PW Director.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Training & Succession	5a	While FM adequately maintains training and certification records for its employees, there is currently no formal, documented training plan or succession plan that reflects the training content and skill development steps necessary for its employees.	FM should develop and document a formal Training Plan and Succession Plan for the FM Division.	Medium	6/2026 12/2025	The FM Superintendent and Foreman are currently working on the formal training plan. Succession planning within Fleet is also tied to PW and is being implemented department wide. Currently waiting on PW Director/Deputy Director for more clarification on expectations and continuity throughout the divisions.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Training & Succession	5b	FM supervisory staff have expressed that at times they feel overloaded by their responsibilities that pull them in many directions. FM has a desire to have more qualified staff to support its operations, while also creating a career path for its Technicians.	There is sound rationale for the advanced Technician III role, which would also support FM succession planning efforts. Thus, the FM Superintendent should continue advocating for the Technician III position with PW management and Human Resources. It may also be necessary for FM to make a few concessions in how the role is structured in order to advance this initiative.	Medium	Implemented 12/2025	The Technician III position for Fleet Mntc was approved and has been filled.
2024 Fleet Maintenance (12/20/2024)	City Manager's Office, City Attorney's Office, Finance	Aggregate Spend	7	While there are practical reasons for aggregate spend guidelines, there are also time and administrative costs associated with the process. There are also different interpretations related to the guidelines.	Management should consider alternatives to the aggregate spend reporting requirements that would improve the efficiency and effectiveness of the process, as well as the clarity of the guidelines.	Low	6/2026 9/2025	In preparation of the upcoming ERP, the Procurement Manual is being updated to reflect new operating practices and guidelines. During the ERP implementation there will most likely be other required updates. so this process may take several months. Aggregate Spend guidelines are being updated as part of this effort. Draft guidelines have been prepared, but not officially issued.

Performance and Internal Audit Status Update - Attachment 2								
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2024 Fleet Maintenance (12/20/2024)	City Manager's Office, City Attorney's Office, Finance	Procurement Thresholds	8	Procurement thresholds have not been updated in recent years. The CCOB also lacks a standard process for the routine review and adjustment of the procurement thresholds.	Management should evaluate current purchasing thresholds (including aggregate spend) and request adjustments of the threshold amounts from City Council as needed so that the CCOB is comparable to surrounding local governments. This would also be an opportunity to request that these newly established amounts be administratively updated on an annual basis using an agreed upon inflation adjustment. Finally, a benchmark analysis of neighboring Colorado local government purchasing limits should be prepared on a periodic basis (e.g. every three to five years) and presented to the City Council to provide assurance that the CCOB procurement thresholds are reasonable.	Low	6/2026 9/2025	See item 7 above
Overtime Expense (5/12/2025)	HR Police PW	Vacancy Rates	1a	Higher vacancy rates resulting from employee turnover or the inability to fill approved positions is a significant contributor to overtime. Since overtime hours have a premium, there is a greater cost to the organization when overtime hours are incurred. These backfilling efforts continue to be a challenge. The primary organizational concern should be focused on potential employee burnout due to the extra hours existing employees must work to cover the vacancies.	"Pre-emptive hiring" practices should be used more often when filling positions in business units that have experienced chronic staffing vacancies, such as the Police Department and Public Works Department. Pre-emptive hiring involves proactively forecasting potential attrition and recruiting candidates in anticipation of attrition before the position is vacant. This will help maintain staffing levels, avoid disruptions, allow sufficient time for training and onboarding activities, and ensure sufficient deployable staff are available to cover minimum staffing requirements. Most tenured employees would likely welcome the opportunity to train and share their knowledge with staff who would be succeeding them in the role.	Medium	Closed 12/1/2025	Due to changes in the labor market, vacant positions within the PD and PW are now being more effectively filled with qualified candidates. Also, budget constraints will limit the hiring of new positions in the foreseeable future. As a result, adjustments to hiring practices are no longer necessary at this point in time.
Overtime Expense (5/12/2025)	HR Police PW	Vacancy Rates	1b	See above	Human Resources Business Partners, and the business units they support, should continue to periodically (e.g. every two or three years) conduct a formal, documented walk-through of the steps involved in the recruiting/hiring process in order to identify opportunities that could improve the overall efficiency and effectiveness of the recruiting/hiring process. A documented process flow map and related standard operating procedures will help with training/cross-training efforts and improve the transparency and consistency of the process.	Medium	7/2027	In preparation for the implementation of a new Applicant Tracking System (ATS) as part of the new HRIS, Human Resources will be reviewing all of the steps involved in the recruiting/hiring process and making improvements to the process as a result of the efficiencies the new software provides. This process will include process documentation, SOPs and training guides for end users.
Overtime Expense (5/12/2025)	HR Police PW	Vacancy Rates	1c	See above	Finally, Human Resources should consider expanding their existing referral bonus program that is in place for PD recruitments to departments outside of the PD for hard to fill positions.	Medium	4/2026	The expansion of this program will depend on available funding.

Performance and Internal Audit Status Update - Attachment 2								
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2025 Payroll Verification (9/9/2025)	HR IT	Reliability of HRIS Data	1	There were deficiencies identified in the data from the current Human Resources Information System (HRIS), which are primarily due to how the system was configured and how certain fields are currently used. For example, employees in pooled positions sometimes reflect an FTE > 1.0 (e.g. FTE = 2.96779). There are also many seasonal or temporary employees who are reflected as "Active" in the system, but with a fractional FTE (e.g. 0.0004807692), so there is currently no standard system report available that can provide accurate FTE or headcount data without manual adjustments. It was also noted that the names for some employees are entered into the system in several different formats (e.g. Smith Jeff, Jeff Smith, Jeffrey Smith).	The new HRIS system, which is part of the new Enterprise Resource Planning (ERP) procurement and implementation, should be configured in a manner that represents best-practices. Data should be cleaned up prior to the system migration and documented standard operating procedures should be established so that data is consistently entered into the system in a standardized manner. The new system should be used in the manner for which it was designed, which will make it necessary for the City and County of Broomfield (CCOB) to modify some of its business practices. Operational workarounds should be reevaluated. CCOB employees with HRIS reporting needs should be able to independently access reliable, non-confidential information from the HRIS without the need for specialized assistance or manual data manipulations. This will save time and provide greater assurance the system data is accurate.	High	6/2027	The recommendations will be taken into consideration during the ERP system conversion process, of which the HRIS is expected to be completed mid-year 2027.
2025 Payroll Verification (9/9/2025)	All	Department Head Timesheets	2	CCOB Department Head timesheets are automatically approved and no supervisory review/approval is required. As a result, the review of paid time off by a direct supervisor is not occurring on a consistent basis. Without a formal record, leave balances can be miscalculated and lead to financial liabilities and employee disputes. The review and approval of timesheets is also important for grant reporting purposes.	All employee timecard records, including Department Heads, should include an employee acknowledgement of the time reported, as well as the supervisory review/approval of the hours and leave balances submitted. This record should be available for grant reporting and audit purposes.	Medium	3/2026 10/2025	The HRIS is currently being configured so that timecard records are routed to the appropriate individuals. This item should be implemented in Q1 2026.
2025 Payroll Verification (9/9/2025)	HR IT	Employee Profile Information	3	The CCOB currently maintains employee profile data in multiple systems and the information is viewable through several interfaces, which includes the HRIS (aka BORIS) Organizational Chart, the Learning Management System (Cornerstone) Bio page, and the intranet (BEACH) People webpage. However, the information is not consistently maintained across platforms. Also, many employees do not have pictures or instead use an avatar, which makes it more difficult to identify colleagues.	As part of the new ERP implementation and configuration, which includes an HRIS module, the CCOB has an opportunity to improve the employee profile information available on the various system platforms. If possible, one system should be identified as the primary source of employee profile information and it should be maintained in a consistent and comprehensive manner, along with a picture of the employee if privacy is not a concern. The primary system could then be used to populate data in the other systems, which will improve the accuracy and consistency of available employee profile information, while also eliminating the duplication of effort necessary to separately maintain different systems.	Low	6/2027	The recommendations will be taken into consideration during the ERP system conversion process, of which the HRIS is expected to be completed mid-year 2027.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Katie Allen

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Reports
Agenda Item: 5B
Subject: Comprehensive Plan and Transportation Mobility Plan Public Engagement Overview

Goals: N/A

Overview

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This memo is intended to provide City Council with an overview of the proposed public engagement strategy for the City and County of Broomfield's Comprehensive Plan and Transportation Mobility Plan (TMP) updates (the Project) that are expected to occur over the next 18 months. The strategy has been developed jointly by the Project Management Team. The team is comprised of staff from Community Development, Communications, and Olsson, Inc., the consultant hired to help lead the Comprehensive Plan and Transportation Mobility Plan updates. This overview of the public engagement strategy establishes the overall framework that will guide the public engagement process for the Project duration and includes a summary of the engagement goals, strategies and opportunities, along with a timeline, deliverables and anticipated milestones.

Attachments

[Comp Plan Update - Public Engagement Strategy Memo 02-24-2026 City Council.pdf](#)

Comprehensive Plan Update - Public Engagement Strategy

Overview

[View Correspondence](#)

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Summary

This memo is intended to provide City Council with an overview of the proposed public engagement strategy for the City and County of Broomfield's Comprehensive Plan and Transportation Mobility Plan (TMP) updates (the Project) that are expected to occur over the next 18 months. The strategy has been developed jointly by the Project Management Team. The team is comprised of staff from Community Development, Communications, and Olsson, Inc., the consultant hired to help lead the Comprehensive Plan and Transportation Mobility Plan updates. This overview of the public engagement strategy establishes the overall framework that will guide the public engagement process for the Project duration and includes a summary of the engagement goals, strategies and opportunities, along with a timeline, deliverables and anticipated milestones.

Background

A comprehensive plan is the community's plan. The Plan establishes the community's values and vision and serves as an official long-range roadmap for the future. It provides a structured policy framework to guide decisions on land use, housing, transportation, infrastructure, sustainability and more over the next 10 to 20+ years in service of moving toward the community vision. The Comprehensive Plan belongs to the community because its content is directly derived from residents' voices through an intentional, multi-year engagement process. It serves as a formal expression of community values, translating residents' and other stakeholders' collective vision into goals, policies and strategies that ensure future growth aligns with local priorities such as quality of life, economic vitality, and sustainability.

A transportation plan is a strategic, long-range document that builds on the comprehensive plan to provide a roadmap for developing and managing a community's multi-modal mobility network. It expands upon the broad transportation vision and goals established in the comprehensive plan by identifying high-priority infrastructure projects, such as roadway capacity, transit connectivity, and pedestrian/bicycle network improvements, needed to support the plan's outcomes. The transportation plan also establishes the technical data, project prioritization and funding strategies for implementation.

Historically, Broomfield has updated its Comprehensive Plan and Transportation Plan approximately every decade. A comprehensive plan update can take two or more years to complete. The Plan is used by Council, departments, the community, and developers to guide decisions on land use, funding capital improvement projects, applying for grant funding, and more. The Comprehensive Plan has successfully guided growth and development in Broomfield over the past nine years.

At a study session on [November 19, 2024](#) the City Council reviewed a [Draft Report](#) regarding an update on the findings and recommendations related to innovations and best practices in long-range planning. City Council's review and comments on these findings and recommendations helped guide the next steps in preparing for the formal update to the Comprehensive Plan and TMP.

At the [August 26, 2025](#) City Council meeting, Council approved the contract with Olsson, Inc. At this meeting, Council requested that staff provide an overview of the expected public engagement process to Council and the public.

Since August, staff have been working with Olsson to develop the public engagement strategy outlined below.

Public Engagement Strategy

I. Introduction

The Project Management Team intends a thorough, inclusive, and transparent public engagement process for the Comprehensive Plan and Transportation Mobility Plan updates. This coordinated update effort is branded as the “Broomfield Together” initiative and is described and depicted under the *Project Visual Identity* subsection below.

Furthermore, the proposed public engagement strategy lays out a detailed, multi-phased approach for public engagement and outreach over the 18-month Project duration. The strategy affirms the City and County of Broomfield’s (CCOB’s) commitment to a transparent, inclusive, and informed process, outlining the specific tools, communication channels, online engagement opportunities and in-person events that will be used to actively gather feedback from the community, key stakeholders, and historically underrepresented groups. The Project Management Team will use this community input to directly inform the development of the two long-range policy guides, ensuring the final Plans align with the community’s vision and values before adoption by the City Council.

II. Community Engagement Framework

The public engagement strategy is grounded in an “informed-consent” model for decision-making that emphasizes transparency, access to information, and meaningful opportunities for participation. This approach is designed to ensure that all community members have the opportunity to be informed about the process and, if they choose, to share input through a variety of engagement methods. The strategy includes various methods to bring awareness to the Project and invite participation by meeting the community where they are, both in-person and online, including surveys, open houses, focus groups, large community events and smaller pop-up events, passive engagement strategies and online tools such as Broomfield Voice.

The engagement process will seek community input on opportunities and challenges, invite participation in identifying potential solutions, and ensure that feedback is documented, synthesized, and thoughtfully considered. While this approach does not guarantee that all feedback will be incorporated into the final Plans, it prioritizes a well-informed and inclusive process that recognizes the diversity of perspectives within the community.

Themes emerging from community input, particularly those that reflect established community values and support adopted goals, will help shape the Plans. City Council will provide input at key milestones throughout the process and will ultimately be responsible for adopting the final Plans.

III. Goals for Engagement and Outreach

CCOB's engagement and outreach efforts are driven by five specific goals:

1. **Inform to Ensure Awareness and Understanding:** Ensure the community understands the integrated update process and feels their input will be valued.
2. **Encourage Community-wide Participation:** Focus on broad participation by residents, business owners, and other stakeholders through a range of opportunities to gather diverse voices to inform the development of these long-range guiding policy documents for the community.
3. **Ensure Historically Underrepresented Groups Participate:** Make intentional efforts to obtain feedback from Broomfield's diverse range of stakeholders, including low-income, BIPOC, LGBTQ+, older adults, renters, and others.
4. **Gather Feedback to Guide Key Elements of the Plans:** Obtain a thorough understanding of the community's core values and priorities on key topics—such as land use, housing, and mobility—which will be organized to align with CCOB's established Strategic Outcome Areas pending adoption by City Council.
5. **Inform Plans Where Applicable:** Ensure information gathered through engagement directly informs the Broomfield Together process and is clearly reflected in the final work products.

IV. Project Visual Identity

To foster recognizable and visually engaging communications regarding the Plans, updates will be branded to create a unique and identifiable project name, conceptual imagery, and color palette for the Project. The intent of this branding effort was to create a cohesive visual identity that reflects Broomfield's identity and conveys a welcoming, inclusive tone.

The visual identity selected is:



Broomfield Together gives the planning effort an authentic identity rooted in connection and shared purpose.

With the following supplemental graphic concepts:



Collectively, the branding concept above felt true to Broomfield’s identity, emphasizing:

- Partnership between the community and the CCOB
- A welcoming, inclusive tone
- A narrative rooted in shared purpose
- A reflection of Broomfield’s culture today

The palette is anchored in CCOB’s brand colors, creating continuity while allowing for warmth and flexibility. Together, these elements express a community-driven plan shaped by many contributors. The concepts will be updated as the Project progresses to use Broomfield-specific photos and imagery to reflect specific topic areas.

V. Project Phasing

The Broomfield Together initiative will follow a five-phase integrated planning process, designed to build trust and produce informed outcomes. The total Project duration is approximately 18 months from public launch. The five phases of the planning process are summarized below:

Phase 1 - Discover: Together with the community, the CCOB Project Management Team (PMT), in partnership with the consultant, will seek to understand how Broomfield functions today, identify the challenges the community faces, and identify preliminary shared values that matter most to the community. The community's insights will help the teams identify what matters most and lay the groundwork for decision-making that aligns with those shared values to shape Broomfield's future.

Phase 2 - Desire: As everyone looks ahead, this phase of the effort will solicit the community's input on Broomfield's future. This phase leverages information gained during the Discovery Phase and focuses the efforts on working with the Comprehensive Plan Community Advisory Committee (CPCAC), PMT, a technical advisory group (TAG) (comprised of department heads and their designated subject matter experts), recommending boards and commissions and the City Council to affirm the community's shared values and establish a decision-making process that will guide the development of the rest of the planning effort.

Phase 3 - Design: With shared values and a decision-making framework identified, the Design phase of the integrated effort focuses on turning aspirations into action. In this phase of the Project, the Broomfield and Consultant teams will work together to develop alternative development strategies with clear desired outcomes and measurable success indicators, as well as strategies to guide Broomfield's progress. The community's input will help translate big ideas into practical steps that move CCOB toward the community's envisioned future—purposefully and transparently.

Phase 4 - Discuss: As the integrated effort refines Broomfield's future direction, this phase focuses on identifying and addressing tensions among the community's shared values, development scenarios, and desired outcomes and strategies across both the Comprehensive Plan and TMP. By openly exploring where priorities may compete or overlap, the established decision-making framework can be employed for CCOB to make thoughtful choices that balance community needs and ensure a resilient, sustainable and unified future.

Phase 5 - Document: The final phase of the effort brings the Comprehensive Plan and TMP together into their final integrated form and moves them toward adoption by City Council. Before that can happen, the Consultant Team will share the public drafts of both Plans and invite the community to review them and provide feedback.

As reflected in the graphic above, the two Plans will be aligned and integrated during the Discover and Desire phases, then diverge for specific strategy development unique to each Plan during the Design and Discuss phases, and then will realign for final production and adoption (Document) to ensure seamless integration.

VI. Key Planning Partnerships

The development of the Plans will be a collaborative effort involving the community, city council, advisory groups, and key stakeholders and focus groups. The Project will be managed day-to-day by a Project Management Team (PMT) composed of Broomfield staff from the Community Development and Communications departments and working in partnership with the consultant team to steer the Plan updates

through a robust public engagement process. Some of the key partnerships identified in the strategy include the following:

1. City Council: Engaged primarily through study sessions and ultimately responsible for adopting the Plans. Council is also welcome to attend public meetings and community-wide meetings.
2. Executive Leadership Team (ELT): Senior staff reporting to the City Manager, providing strategic oversight.
3. Comprehensive Plan Community Advisory Committee (CPCAC): City Council-appointed community representatives who serve in an advisory capacity throughout the Project. This committee will be composed of ten nominated members from CCOB's boards and commissions, five at-large members, and two high school-aged youth. This committee is expected to meet quarterly with meeting dates established as the Project progresses.
4. Stakeholder and Focus Groups: Individuals and organizations (advocacy groups, quasi-governmental agencies, businesses, etc.) with a vested interest in the Project. Dedicated focus groups will be conducted to obtain specialized input.
5. General Public: The Broomfield community overall will have multiple, near-continuous opportunities to be informed and engage throughout the Project, both online and in-person, as their input is vital to the process. For example, two series of community-wide open houses are planned, with each series held in different geographic locations (to be determined).
6. Technical Advisory Group (TAG): CCOB department leaders and their representatives who contribute deep subject matter expertise to inform the Plans' development.

VII. Stakeholders and Translation/Interpretation Services

Engaging stakeholders is an important part of the comprehensive planning process. Stakeholders are individuals, groups of people, advocacy groups (private or non-profit), quasi-governmental agencies, and municipal and county governments (internal and external to Broomfield) with a vested interest in CCOB or the Project's success, and those that could influence or be influenced by its outcomes.

The goal of engaging these groups is to ensure the process is thorough, inclusive, and transparent, giving stakeholders the opportunity to inform and be informed, have their voices heard, and help shape potential solutions. Some examples of potential stakeholders for the Broomfield Together effort may include, but are not limited to:

- Intergovernmental agencies, neighboring jurisdictions and schools;
- Advisory boards and commissions;
- Youth groups, senior groups, faith-based organizations, veterans, and others;
- Community groups, nonprofits and various service providers;
- Residents and the business community;
- Equity priority neighborhoods, and
- Other groups, including those focused on the arts, culture, history, etc.

While Broomfield anticipates a robust public engagement process throughout the Project, the budget and associated scope of work collectively define the number and type of engagement events that will take place over the next 18 months. Additional detail on the number and type of events is addressed in the *Major Engagement Tools and Strategies* subsection below.

Spanish translation will be provided for all key public collateral communications (digital or printed) and Spanish interpretation will be provided at in-person meetings as needed. In addition, the executive summaries of the Plans will be translated into Spanish. Once the Plans are finalized, the Project budget provides an optional allocation of funds to translate the full Plans into Spanish at Broomfield's discretion.

VIII. Marketing and Outreach

Broomfield Together will utilize a robust communications plan to inform the community about the planning update and how the community can participate throughout the process. A project web page will be built on Broomfield Voice, and will be the epicenter of online engagement throughout the planning process. In-person engagement opportunities and project updates will be shared on this page. The Project Voice page is in development and will be shared with the community as part of the communications announcing the Project launch to the public. Staff will provide Council with a preview of the Project Voice page via a CMO Update before it is released to the community. Additional channels that will be utilized strategically to market Broomfield Together include, but are not limited to:

- B in the Loop e-newsletters, including the weekly Community Update
- CMO Update
- CCOB social media
- Signs in CCOB facilities
- Ads in local periodicals
- Article in Our Broomfield magazine
- Signage and ads throughout Broomfield
- Targeted mailers
- Tabling at large community events and smaller "pop-up" events
- And more!

IX. Major Engagement Tools and Strategies

As part of Broomfield Together's public engagement strategy, a number of in-person engagement events have been identified that will allow the public, stakeholders, and other interested parties to participate in the planning process. These in-person events include up to:

- 6-10 CPCAC meetings
- 10 TAG meetings
- 6 community-wide meetings (2 sets of three workshop and open house formats)
- 20 focus group meetings (generally involving +/-10 groups meeting twice)
- 8 major community events (Brewhaha, Broomfield Days, National Night Out, etc.)
- 10 pop-up events
- 10 consolidated board and commission meetings (approximately 2 sets of five meetings)
- 5 City Council study sessions
- 1 public hearing

In addition to the events listed above, engagement will also be welcomed through surveys and the Broomfield Voice web page.

X. Engagement Deliverables

The following deliverables will synthesize the engagement outcomes from the various outreach efforts detailed in the public engagement strategy.

- **Community Engagement Illustrative Summary Memos:** The Consultant Team will develop a community engagement summary for each of the five phases, detailing what was heard in that phase and how the feedback is being used. The purpose of these summaries is to provide a concise overview of phase-specific public input by posting them on the Broomfield Voice Project webpage as newsfeed articles.
- **Comprehensive Summary of Engagement Efforts for Comprehensive Plan:** The Consultant Team will develop a thorough and in-depth summary of all engagement and outreach activities related to the Comprehensive Plan, including summary findings by phase, participation metrics and awareness metrics. This comprehensive summary will be included in the final Comprehensive Plan as an appendix.
- **Comprehensive Summary of Engagement Efforts for the TMP:** This will be formulated the same way as the Comprehensive Plan summary, but specific to the TMP.

XI. Conclusion

The open governance approach outlined in the public engagement strategy described above prioritizes diverse community participation, including underrepresented groups, to ensure the final, long-term policies are shaped by community values expressed throughout the public process. These documents will guide decisions on land use, development, environment, economy, multimodal transportation and more for the coming 10 to 20+ years.

Prior Council and Other Entity Actions

- [November 1, 2016](#), City Council adopted Resolution No. 2016-194 approving the 2016 Broomfield Comprehensive Plan and Transportation Plan. The Transportation Plan update was incorporated into the Comprehensive Plan.
- On [Nov. 19, 2024](#), City Council held a study session where staff provided an update on the findings and recommendations of best practices and innovations to comprehensive planning resulting from initial planning for the Comprehensive Plan and TMP update. Council provided direction during this meeting to proceed with the Project. These findings and recommendations also guided the development of the scope of work for the Project.
- On [July 15, 2025](#), City Council held a study session where direction was provided related to the creation of a Comprehensive Plan Community Advisory Committee. Based on the direction from City Council, staff moved forward with recruitment for this committee.
- On [August 26, 2025](#), Council adopted Resolution 2025-112 approving a consulting agreement with Olsson, Inc. for Phase 2 of the Broomfield Comprehensive Plan and TMP Update.

Timeframe and Next Steps

No action is required from Council for this item as it is intended for informational purposes. As stated above, the total Project duration is approximately 24 months. For Council's reference, the following key dates in 2026 are noted to provide an outlook of next steps in the Comprehensive Plan and TMP update effort.

- **February 19 and 26:** In-Person Interviews with at-large candidates for the Comprehensive Plan

CPCAC.

- **March 3:** Approval at a public meeting of the final slate of candidates to serve on the CPCAC as part of Council's larger boards and commissions appointment process.
- **Second Quarter 2026:**
 - a. Public launch of the Broomfield Voice web page and initiation of public engagement
 - b. First meeting of the CPCAC and TAG.
- **Third and/or Fourth Quarter 2026:**
 - a. Second and Third meeting of the CPCAC
 - b. Ongoing meetings of TAG
 - c. Additional Council Study Session(s) or Report(s)

The future study sessions/reports will provide updates on the timeframe and next steps anticipated as the Project progresses.



BROOMFIELD CITY COUNCIL

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

Meeting Date: Tuesday, February 24, 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 February 10, 2026.

Attachments

[Minutes of February 10, 2026.pdf](#)

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

February 10, 2026, 6:00 PM - February 10, 2026, 10:26 PM

[View Correspondence](#)

[View Presentations](#)

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

- **Guyleen Castriotta**, Mayor
- **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 called a recess at 8:28 p.m. The meeting reconvened at 8:40 p.m.

1. Meeting Commencement

1.A. Pledge of Allegiance- 6:01 PM

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

2. Petitions and Communications

2.A. Proclamation - World Tai Chi and Qigong Day- 6:02 PM

3. Councilmember Reports

4. Public Comment

5. Reports

5.A. 2026 Legislative Session Update - 6:27 PM

Councilmember Henkel moved to take an oppose unless amended position on HB26-1001: Housing Developments on Qualifying Property. The motion was seconded by Councilmember Cohen, and passed 7-2. Councilmember Ward and Councilmember Delgadillo opposed.

Mayor Pro Tem Lim moved to take an amend position on SB26-040: Affordable Home Ownership Program. The motion was seconded by Councilmember Anderson, and passed 9-0.

Councilmember Anderson moved to take an oppose position on SB26-070: Ban Government Access Historical Location Information Database. The motion was seconded by Councilmember Henkel, and failed 4-5. Councilmember Cohen, Councilmember Braun, Councilmember Ward, Councilmember Delgadillo, and Councilmember Twiss opposed.

Mayor Castriotta moved to take an oppose position on HB26-1114: Allowed Minimum Lot Size for Subject Jurisdictions. The motion was seconded by Councilmember Cohen, and passed 6-3. Councilmember Ward, Councilmember Delgadillo, and Councilmember Twiss opposed.

Councilmember Cohen moved to take an oppose position on SB26-024: State & Local Unmanned Aircraft Regulation. The motion was seconded by Councilmember Anderson, and passed 9-0.

6. Consent Items

Councilmember Delgadillo moved to approve Consent Items 6A-6D. The motion was seconded by Councilmember Twiss, and passed 9-0.

6.A. Minutes for Approval- 7:35 PM

6.B. Resolution - Authorizing the Purchase of Deicing Materials for the 2026 Snow and Ice Program- 7:35 PM

6.C. Resolution - Amendment to Mustang Acres Vertical Bridge Wireless Agreement- 7:35 PM

6.D. Resolution - Anthem Pond 45 Inlets- 7:35 PM

7. Action Items

7.A. Public Hearing - Ordinance Second Reading - Amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles- 7:38 PM

Public Hearing was opened at 7:39 PM and closed at 8:58 PM

Mayor Pro Tem Lim moved to approve on second reading and order published by title Ordinance No. 2293 amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles. The motion was seconded by Councilmember Delgadillo.

Councilmember McKenzie moved to introduce an amendment, for the administration of a seven (7) day visitor permit, and approve on second reading. The motion was seconded by Councilmember Cohen, and passed 9-0.

Councilmember McKenzie moved to introduce a second amendment, for administration of a temporary compliance permit. The motion was seconded by Councilmember Ward.

Mayor Pro Tem Lim moved to table Councilmember McKenzie's second amendment, for administration of a temporary compliance permit, until a third reading to be scheduled for a date certain. The motion was seconded by Councilmember Henkel, and passed 9-0.

Councilmember McKenzie moved to introduce a third amendment, to mandate humanitarian outreach. The motion was seconded by Councilmember Ward, and passed 9-0.

Mayor Pro Tem Lim moved to approve as amended, order published in full, and schedule for a third reading Ordinance No. 2293 amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles. The motion was seconded by Councilmember Delgadillo, and passed 9-0.

7.B. Public Hearing - Ordinance Second Reading - Amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield- 9:37 PM

Public Hearing was opened at 9:37 PM and closed at 9:45 PM

Councilmember Delgadillo moved to approve on second reading and order published by title Ordinance No. 2283 amending Chapter 12-08 of the Broomfield Municipal Code Relating to Encroachments. The motion was seconded by Councilmember Ward, and passed 9-0.

7.C. Ordinance - First Reading - Model Traffic Code- 9:46 PM

Councilmember Ward moved to approve on first reading and order published in full Ordinance No. 2297 amending Chapter 10, Vehicles and Traffic, of the Broomfield Municipal Code and Adopting the 2024 Model Traffic Code for Colorado. The motion was seconded by Councilmember Delgadillo and passed 9-0.

7.D. Ordinance - First Reading - Amending Court Costs and Fees- 10:07 PM

Councilmember Henkel moved to approve on first reading and order published in full Ordinance No. 2292 updating Chapter 2-28 of the Broomfield Municipal Code and making amendments

relating to costs assessed in Municipal Court . The motion was seconded by Councilmember McKenzie, and passed 9-0.

7.E. Ordinance - First Reading - Addition of a Municipal Code Chapter Prohibiting Discrimination Within Broomfield - 10:16 PM

Councilmember Ward moved to approve on first reading and order published in full Ordinance 2296 amending the municipal code to prohibit discrimination within Broomfield in housing, employment, and public accommodations. The motion was seconded by Councilmember Twiss, and passed 9-0.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



B. Resolution - Authorized Spending for On Demand Services under Master Services Agreements

Meeting	Agenda Group
Tuesday, February 24, 2026, 6:00 PM	Consent Items Item: 6B.
Presented By	
Graham Clark	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

[View Presentation](#)

Resolution No. 2026-29 would authorize the City and County Manager, or designee, to approve purchase orders for A-1 Chipseal, Amrize West Central, Brannan Sand and Gravel, CASI, Denver Custom Concrete, KRM Concrete, Tall Contracting and Top Notch up to the approved budget amount of on-call, on demand and emergency expenditures based on the Department's authorized budget, including those which may exceed aggregate spend thresholds, up to and not to exceed the appropriated budgeted amounts for the services identified.

Attachments

[Memo for Master Services Agreements Road Maintenance.pdf](#)

[Resolution No. 2026-29.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

[Resolution No. 2025-59](#) was authorized by City Council on March 25, 2025, permitting Departments to utilize their authorized budgets through purchase orders, up to the approved budget amount for on-call, on-demand and emergency expenditures, with the approval from the City and County Manager, or designee. The use of Master Service Agreements, combined with the delegation of authorization for budget-approved spending, is a more efficient and streamlined process for these types of services. Resolution No. 2025-59 was approved with a specific list of vendors.

Staff is requesting City Council add additional vendors to the list of those entities for which Council will delegate authority to the City and County Manager to authorize expenditures of on-call, on-demand and emergency expenditures through the use of Master Service Agreements in excess of \$200,000. Those vendors are:

- Road Maintenance Services with the following vendors:
 - A-1 Chipseal
 - Amrize West Central
 - Brannan Sand and Gravel
 - Colorado Asphalt Services, Inc.
 - Denver Custom Concrete
 - KRM Concrete
 - Tall Contracting
 - Top Notch

Similar to those vendors listed in Resolution No. 2025-59, proposed Resolution No. 2026-29 would authorize the City and County Manager, or designee, to approve purchase orders for A-1 Chipseal, Amrize West Central, Brannan Sand and Gravel, Colorado Asphalt Services, Inc, Denver Custom Concrete, KRM Concrete, Tall Contracting and Top Notch up to the approved budget amount of on-call, on demand and emergency expenditures based on the Department's authorized budget, including those which may exceed aggregate spend thresholds, up to and not to exceed the appropriated budgeted amounts for the services identified. This work supports the comprehensive road resurfacing maintenance and concrete replacement operations within Broomfield. This resolution is specific to the spending authority for the City and County Manager and would also authorize her to amend and renew the agreements for three additional one-year periods and issue purchase orders but only up to the approved budget amount for that year.

The use of master services agreements are initially non-encumbering, zero-sum contracts, and have Broomfield's standard terms and conditions. Encumbrances of funds occur when any on-call, on-demand or emergency services are identified and purchase orders are issued confirming the work, and at that time encumbering any funds. Under the Broomfield Municipal Code, any individual purchase agreement or aggregate purchase agreements in a calendar year over \$200,000 must be approved by Council. By using the

master services agreement along with this specific spending authority, staff will not have to return to Council for each expenditure for these specific high-need and on-demand vendors.

Financial Considerations

There are no financial considerations for this item, as any work shall occur on an on-call, on-demand or emergency basis, through the use of master services agreements, for which the budget has already been appropriated as part of the 2026 budget process.

Staff is requesting City Council delegate authority to the City and County Manager to approve purchase orders for expenditures in excess of \$200,000, including those which may exceed aggregate spend thresholds, up to and not to exceed the appropriated budgeted amounts for the services identified.

Sources and Uses of Funds for Multiple Projects	Amount
Public Works - Road Maintenance Services	\$10,160,000

Any funding over and above the funding identified in the existing budget will still require future reviews and approvals from the City Council.

Prior Council or Other Entity Actions

March 25, 2025 - Council approved Prior Council Action [Resolution No. 2025-59](#) authorizing the use of master service agreements and delegating purchasing authority to the City and County Manager or her designee for specific vendors' on-call, on demand and emergency expenditures in excess of \$200,000.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to move forward with the authorization, the appropriate motion is
That Resolution 2026-29 be adopted.

Alternatives

Reject the resolution and do not provide the City and County Manager this delegated authority. Staff will continue with the current process of encumbering funding with each contract and bringing individual contracts with the aggregate value of \$200,000 or greater to Council for approval..

Background

List Of Awarded Master Services Agreements

The following additional solicitation and master service agreements are for budgets whose expenditures are expected to exceed \$200,000.

Solicitation

[25-IFB-PW-004 Road Maintenance Services](#) on-call, on-demand services for comprehensive road resurfacing maintenance and concrete replacement operations within Broomfield.

Awarded To

[A-1 Chipseal](#)

[Amrize West Central](#)

[Brannan Sand and Gravel](#)

[Colorado Asphalt Services, Inc](#)

[Denver Custom Concrete](#)

[KRM Concrete](#)

[Tall Contracting](#)

[Top Notch](#)

RESOLUTION NO. 2026-29

A resolution approving authorization for spending under master services agreements for Road Maintenance Services with A-1 Chipseal, Amrize West Central, Brannan Sand and Gravel, Colorado Asphalt Services, Inc., Denver Custom Concrete, KRM Concrete, Tall Contracting and Top Notch.

Recitals.

Whereas, the Procurement Division has worked with the Public Works Department to complete the competitive solicitation of prequalified vendors for road maintenance services, and entered into non-encumbering contracts with the parties identified below; and

Whereas, the aggregate amount of road maintenance services could each exceed \$200,000 in any given year and City Council desires to delegate authority to the City and County Manager to authorize such expenditures up to the amount of annual budget appropriation for each given service; and

City Council desires to also delegate authority to the City and County Manager to authorize such expenditures up to the amount of annual budget appropriation for three additional renewals;

Whereas, Master Service Agreements, which will govern the rights and obligations between the parties, have been entered into with each of these vendors; and

Whereas, the Master Service Agreements do not obligate Broomfield to make any specific payment or service request. The actual encumbrances of funds occur when any on-call, on demand or emergency services are identified and purchase orders are issued under the authority provided by this resolution confirming the work.

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

Section 1.

The City and County Manager or a designee is authorized to approve expenditures up to the amount indicated in the annual budget appropriation for the following referenced Master Services Agreements:

- A. Master On-Call Construction Agreements for Road Maintenance Services with:
 - 1. A-1 Chipseal
 - 2. Amrize West Central

3. Brannan Sand and Gravel
4. Colorado Asphalt Services, Inc.
5. Denver Custom Concrete
6. KRM Concrete
7. Tall Contracting
8. Top Notch

Section 2.

The City and County Manager or a designee is authorized to amend and renew the agreements for three additional one-year periods and issue purchase orders up to the amount indicated in the annual budget appropriation for each type of service in each of the next three budget years.

Section 3.

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

Approved on February 24, 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



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Lisa Sacker, Housing Programs Manager

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6C
Subject: Resolution - Private Activity Bond (PAB) Allocation

- Resolution 2026-16 authorizing the Allocation of Private Activity Bond (PAB) to the Broomfield Housing Authority (BHA).

Goals: Financial Sustainability and Resilience

Overview

[View Correspondence](#)

[View Presentation](#)

Resolution no. 2026-16 authorizing assignment of the City and County of Broomfield's Private Activity Bond (PAB) allocation for 2026 to the Broomfield Housing Authority (BHA). Assigning this allocation to the Broomfield Housing Alliance reduces the administrative work required for bond issuance and ensures the City and County of Broomfield incurs no financial liability. The assignment of PAB allocation to BHA has no direct financial impact on Broomfield's budget.

Attachments

[Memo_Resolution 2026-16-Assigning 2026 PAB to BHA.pdf](#)

[Resolution No. 2026-16-Assigning 2026 PAB to BHA.pdf](#)

[CCOB Assignment of 2026 PAB Allocation Agreement_BHA Signed_02.18.26.pdf](#)

[City and County Attorney Cert-PAB Assignment_02.24.26.pdf](#)

[DOLA Notice of Assignment of 2026 PAB.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Private Activity Bonds (PABs) are tax-exempt bonds issued for privately developed projects. PABs are tax-exempt financing tools, not direct grants or cash payments. The bonds are tax-exempt, and the amount of the bonds issued is limited by the IRS. Underwriters use investor money called “bond proceeds” to make a loan to a project. The project then pays back the loan, and the investors are repaid, plus interest. The PABs must be used for certain eligible activities, including new construction, acquisition, or rehabilitation of low-to moderate-income housing, and they can also be used for construction of manufacturing facilities and other exempt facilities. Use of PABs also allows a project to access financing, providing critical equity needed to finance the construction and preservation of affordable housing in the Broomfield community. Historically, Broomfield has used its PAB allocation each year to further affordable housing goals. This financing structure is widely used and will help to address the unmet housing needs of Broomfield without creating financial exposure for the city.

The federal government provides a yearly allocation of this bonding authority to each state. In Colorado, a portion of this authority is distributed to cities and counties based on population. For the year 2026, the state has a total of \$789,876,225 available for direct allocations. The City and County of Broomfield has been allocated \$5,345,213 of that total. If the portion is not used or assigned by September 15th, it goes back into a statewide pool.

This request follows actions taken in 2025. In September of last year, the City Council passed [Resolution 2025-117](#) to carry forward the previous year's allocation of \$5,016,731. This was followed by [Resolution 2025-149](#), which assigned that capacity to the Broomfield Housing Alliance.

The Broomfield Housing Alliance remains fully committed to ongoing coordination with city housing staff. The Broomfield Housing Alliance has requested the 2026 allocation to support upcoming local initiatives with Lincoln Avenue Communities. To that end the housing authority adopted Resolution No. 2026-47-HA and 2026-48-HA which approves proceeding with a 165-unit income aligned multifamily rental housing project to be known as Baseline Family Apartments as well as a 150-unit income aligned housing multifamily rental housing project for seniors to be known as Baseline Senior Apartments, both to be located near the corner of Sheridan Pkwy and Preble Creek Pkwy, and accepting the assignment of the City's 2026 PAB Allocation.

If a formal assignment is not completed by September, the PAB capacity will automatically revert to a statewide pool. Approving this assignment ensures the \$5,345,213 remains dedicated to affordable housing initiatives within Broomfield rather than being redistributed to other communities across Colorado. Assigning this allocation to the Broomfield Housing Alliance reduces the administrative work required for bond issuance and ensures the City and County of Broomfield incurs no financial liability.

Financial Considerations

This administrative action, carrying a minimal staff and administrative expense, does not obligate Broomfield to issue any bonds or pledge its credit. The assignment of PAB allocation to BHA has no direct financial impact on Broomfield's budget.

Prior Council or Other Entity Actions

October 28, 2025 [Resolution 2025-149](#) Authorizing the Assignment of Broomfield 2025 PAB Allocation to BHA

September 09, 2025 [Resolution 2025-117](#) Authorizing the Carry Forward of unused 2025 PAB Allocation

September 10, 2024 [Resolution No 2024-128](#) Authorizing the Assignment of Broomfield 2024 PAB Allocation to Colorado Housing and Finance Authority (CHFA) to support the Harvest Hill affordable housing development

August 8, 2023 [Resolution No 2023-102](#)- Authorizing the Assignment of Broomfield's 2023 PAB Allocation to CHFA to support Broomfield projects

September 13, 2022 [Resolution 2022-122](#)- Authorizing the Assignment of Broomfield's 2022 PAB Allocation to CHFA to support Harvest Hill

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with assigning the 2026 PAB allocation to BHA, the appropriate motion is...
That Resolution 2026-16 be adopted.

Alternatives

Do not approve the assignment and consider the funding to another entity or project or returning the funds to the statewide pool.

RESOLUTION NO. 2026-16

Authorizing Assignment of the City and County of Broomfield's Private Activity Bond Allocation for 2026 to the Broomfield Housing Authority

Recitals.

Whereas, the City and County of Broomfield, Colorado ("City") is authorized and empowered under the laws of the State of Colorado ("State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families or providing single-family mortgage loans to low- and moderate-income persons and families; and

Whereas, the Internal Revenue Code of 1986, as amended ("Code") restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State for such purposes; and

Whereas, pursuant to the Code, the Colorado General Assembly adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes ("Allocation Act") providing for the allocation of the State Ceiling (as defined in the Allocation Act) among the Colorado Housing and Finance Authority and other governmental units in the State, such as local housing authorities such as the Housing Authority of the City and County of Broomfield, d/b/a the Broomfield Housing Alliance ("BHA"), and further providing for the assignment or delegation of such allocations from such other governmental units among each other; and

Whereas, pursuant to an allocation under C.R.S. § 24-32-1706, the City received an allocation of the 2026 State Ceiling in the amount of \$5,345,213 for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2026 (the "2026 Allocation"); and

Whereas, the Council hereby determines that, in order to increase the availability of adequate, affordable housing for low- and moderate-income persons and families within the City, it is desirable to provide for the utilization of all or a portion of the 2026 Allocation (the "Allocation"); and

Whereas, the Council hereby determines that the Allocation can be utilized most efficiently by transferring the Allocation to the BHA to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families, including but not limited to Baseline Family Apartments and Baseline Senior Apartments (the "Project"); and

Whereas, in order to assist in the financing of the Project, the Council hereby determines it in the City's best interest to assign the City's 2026 Allocation of \$5,345,213 to

BHA pursuant to an Assignment of Allocation between the City and BHA (“Assignment of Allocation”); and

Whereas, the Council has identified as a priority the need to address the acute shortage of housing in the community.

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

Section 1.

The assignment to BHA of all \$5,345,213 of the City’s 2026 Allocation is hereby approved. The assignment to BHA is made by the City without receipt of monetary consideration.

Section 2.

The form and substance of the Assignment of Allocation Agreement presented to the Council is approved; provided, however, that the City Attorney is authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation Agreement as shall be deemed necessary or appropriate and not inconsistent with the approval thereof by this resolution. The execution of the Assignment shall be conclusive evidence of the approval by the City of such document in accordance with the terms hereof.

Section 3.

The Mayor is hereby authorized to execute (via manual or electronic signature) the Assignment of Allocation Agreement on behalf of the City. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution and such Assignment of Allocation Agreement, including any amendments thereto and certificates not inconsistent with this resolution.

Section 4.

If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5.

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

Approved on February 24, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

Assignment of Private Activity Bond (PAB) Allocation Agreement

This Assignment of Allocation Agreement (this “Agreement”) is made and entered as of February 24, 2026, between the City and County of Broomfield, Colorado (the “City” or “Assignor”), a home rule city and county of the State of Colorado, and the Housing Authority of the City and County of Broomfield, Colorado, d/b/a Broomfield Housing Alliance, a public body corporate and politic doing business as the Broomfield Housing Alliance (the “Authority” or “Assignee”), a body corporate and politic.

Recitals

A. The Assignee intends to finance one or more multifamily rental housing projects for low - and moderate-income persons and families, including but not limited to the Baseline Family Apartments and Baseline Senior Apartments (the “Project”). The Project will be designed to qualify as a “project” within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the “Act”).

B. The Assignee intends to provide for the issuance of one or more series of multi-family housing revenue bonds, notes or other obligations (the “Proposed Bonds”), pursuant to the provisions of the Act for the purpose of financing the Project.

C. The Assignor has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), it has an allocation of a portion of the State Ceiling (as defined in the Allocation Act) for 2026 in the amount of \$5,345,213.

D. The Assignee, pursuant to Resolution 2026-47-HA and 2026-48-HA adopted by the Board of Commissioners of the Assignee on January 28, 2026, declared its intention to accept the assignment and take all steps necessary or advisable to effect the issuance of the Proposed Bonds for the financing of the Project.

E. The Assignee has requested that the Assignor assign to the Assignee all \$5,345,213 of the Assignor’s 2026 allocation under the bond ceiling for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”) as provided for the Assignor as a “designated local issuing authority” under the Allocation Act, for use in connection with the financing of the Project.

F. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, \$5,345,213 of

the Assignor's 2026 allocation from the State Ceiling, which allocation the Assignor has committed and reserved for the Project.

Assignment

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee, the Assignor's 2026 allocation from the State Ceiling for private activity bonds in an amount equal to \$5,345,213 for the purpose of issuing the Proposed Bonds to finance the Project. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the "Statewide Balance" as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee before September 15, 2026, or (b) Section 24-32-1706(3)(c), C.R.S., of the Allocation Act, pertaining to the carryforward of the assigned allocation, applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

a. Accepts the assignment of all \$5,345,213 of the Assignor's 2026 allocation from the State Ceiling described above; and

b. Agrees to abide by each of the terms and conditions of this Assignment and applicable provisions of the Allocation Act in connection with the use of such allocation; and

c. Agrees to use its best efforts to issue and use the Proposed Bonds for the purpose of financing the Project.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project or projects with a carryforward purpose within the meaning of the Allocation Act and the Code.

5. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

6. This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall be treated as original signatures for all purposes hereunder.

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

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

City and County of Broomfield

By: _____
Guyleen Castriotta, Mayor

ATTEST:

City and County Clerk's Office

Approved as to form:

NCR

City and County Attorney

Housing Authority of the City and County of Broomfield, Colorado, d/b/a Broomfield Housing Alliance, a public body corporate and politic doing business as the Broomfield Housing Alliance

By: *Kristin Hyser* _____
Executive Director
Kristin Hyser

(Signature page to Assignment of Allocation Agreement)

Certificate of the City and County of Broomfield, Colorado Concerning the
Assignment of Private Activity Bond Volume Cap Allocation

I, the undersigned, hereby certify that I am a duly chosen, qualified, and City and County Attorney of the City and County of Broomfield, Colorado (the “City”), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the “Allocation Act”), it has an allocation of a portion of the State ceiling (as defined in the Allocation Act) for 2026 in the amount of \$5,345,213 (the “2026 Allocation”).

3. Attached hereto as Exhibit A is a true and correct copy of a resolution and the related minutes thereto (the “Resolution”) authorizing the assignment to the Housing Authority of the City and County of Broomfield, d/b/a Broomfield Housing Alliance (the “Authority”) of all of the 2026 Allocation in an amount equal to \$5,345,213 (the “Assigned Allocation”), and authorizing the execution and delivery of an Assignment of Allocation dated as of February 24, 2026 (the “Assignment of Allocation”) between the City and the Authority in connection therewith, which Resolution was duly adopted by the City Council of the City (the “City Council”) at a meeting thereof held February 24, 2026 at which meeting a quorum was present and acting throughout and which Resolution has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another “issuing authority,” as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) other than as described above, treated the Assigned Allocation as an allocation for any other project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on February 24, 2026.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified, and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City resolution, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Resolution; and to the best of my knowledge, none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this February 24, 2026.

Nancy Rodgers, City and County Attorney

EXHIBIT A
RESOLUTION

EXHIBIT B
ASSIGNMENT OF ALLOCATION

February 24, 2026

VIA EMAIL

Elisa Blakeny
Colorado Department of Local Affairs
Division of Housing
1313 Sherman Street, Room 320
Denver, Colorado 80203

Email: elisa.blakeney@state.co.us

**NOTIFICATION OF ASSIGNMENT OF
PRIVATE ACTIVITY BOND CEILING**

Dear Ms. Blakeny:

Pursuant to Section 24-32-1706(2) of the Colorado Private Activity Bond Ceiling Allocation Act, I hereby notify you of the assignment by the City and County of Broomfield, Colorado (the "City") to the Housing Authority of the City and County of Broomfield, d/b/a Broomfield Housing Alliance of all \$5,345,213 of the 2026 allocation of the State's private activity bond ceiling.

Enclosed for your records is an executed copy of the Assignment of Allocation (the "Assignment"), dated February 24, 2026. As stated in Section 2 of the Assignment, the City has received no monetary consideration for the assignment.

CITY AND COUNTY OF BROOMFIELD,
COLORADO

Guyleen Castriotta
City and County of Broomfield, Mayor

Enc.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Katie Allen

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6E
Subject: Resolution - 2026 Playground Replacements Citywide

- Resolution No. 2026-25 authorizing a construction agreement with PlayCore Wisconsin Inc. dba GameTime for the design, fabrication, and installation of playground equipment at Midway Park and Spruce Park Playgrounds as part of the 2026 Playground Replacement Program
- Resolution No. 2026-26 authorizing a construction agreement with Playwell Group, Inc for the design, fabrication, and installation of playground equipment at Ridgeview Park Playground as part of the 2026 Playground Replacement Program

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution Nos. 2026-25 and 2026-26 will authorize construction agreements with PlayCore Wisconsin, Inc. d.b.a. GameTime, and the Playwell Group, Inc. for the design, fabrication, and installation of playground equipment as part of the 2026 Playground Replacement Program.

Attachments

[Council Memo for 2026 Playground Replacement Program.pdf](#)

[Resolution No. 2026-25 \(GameTime\).pdf](#)

[Resolution No. 2026-26 \(Playwell\).pdf](#)

[Design-Build Agreement with GameTime.pdf](#)

[Design-Build Agreement with Playwell.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution Nos. 2026-25 and 2026-26 will authorize construction agreements with PlayCore Wisconsin, Inc. d.b.a. GameTime, and the Playwell Group, Inc. for the design, fabrication, and installation of playground equipment as part of the 2026 Playground Replacement Program.

The 2026 Playground Replacement Program will modernize aging playground equipment at three locations across Broomfield: Midway Park Playground, Ridgeview Playground, and Spruce Playground. GameTime will complete the replacement of the Midway Park Playground and the Spruce Playground. The Playwell Group will complete the replacement of the Ridgeview Playground.

The above-listed playgrounds were selected based on equipment age and condition, community equity considerations, and proximity to other playgrounds to ensure a balanced distribution of safe, accessible play opportunities throughout the city.

Each replacement prioritizes safety, accessibility, and overall user experience through the installation of new, developmentally appropriate, and inclusive playground equipment. All three playgrounds have been designed with inclusive play as a core principle. Midway Park Playground, in particular, is a designated sensory playground and includes enhanced surfacing and specialized equipment to support children of all abilities.

Here are vicinity maps showing each project location: [Midway Park Playground](#), [Ridgeview Playground](#), and [Spruce Playground](#).

Here are [pictures of the existing playgrounds and renderings](#) showing the proposed playground designs. Please note that in coordination with Broomfield staff, minor adjustments may be made to the final design at each location.

A Request for Proposals (RFP) was issued in November 2025 through Rocky Mountain BidNet. Eight proposals were received by the deadline. Proposals were evaluated based on design quality, functionality, accessibility, durability, and overall value. The above-named vendors were selected based on the strength of their designs, their demonstrated ability to deliver safe and inclusive play environments, and their value within the approved project budget.

If proposed Resolution Nos. 2026-25 and 2026-26 are approved, fabrication will begin immediately. Construction and installation are scheduled for completion in the third quarter of 2026.

Financial Considerations

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

Sources and Uses of Funds	Amount
2026 Playground Replacement Program (0AZ0038) (22-70080-55200)	\$1,014,015
Total Budget	\$1,014,015
Proposed Agreement - (PlayCore Wisconsin, Inc. d.b.a. GameTime)	-\$645,928
Proposed Agreement (The Playwell Group, Inc.)	-\$262,895
Construction Contingency (10%)	-\$90,882
Geotechnical Testing and Floodplain Engineering	-\$10,000
Total Use of Funds	-\$1,009,705
Projected Balance	\$4,310

Prior Council or Other Entity Actions

On October 28, 2025 Council authorized funds in the [2026 Budget](#).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the projects, the appropriate motion is...
That Resolution 2026-25 and Resolution 2026-26 be adopted.

Alternatives

Decide not to proceed with the projects.

RESOLUTION NO. 2026-25

A resolution approving the Design-Build Agreement between the City and County of Broomfield and PlayCore Wisconsin, Inc. d.b.a. GameTime for the 2026 Playground Replacement Project

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

Section 1.

The Design-Build Agreement by and between the City and County of Broomfield and PlayCore Wisconsin, Inc. d.b.a. GameTime for the 2026 Playground Replacement Project in the amount not to exceed \$645,928 is hereby approved.

Section 2.

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

Section 3.

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

Section 4.

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

Approved on February 24, 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

RESOLUTION NO. 2026-26

A resolution approving the Design-Build Agreement between the City and County of Broomfield and Playwell Group, Inc. for the 2026 Playground Replacement Project

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

Section 1.

The Design-Build Agreement by and between the City and County of Broomfield and Playwell Group Inc. for the 2026 Playground Replacement Project in the amount not to exceed \$262,895 is hereby approved.

Section 2.

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

Section 3.

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

Section 4.

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

Approved on February 24, 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

DESIGN-BUILD AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND
PLAYCORE WISCONSIN, INC. DBA GAMETIME FOR THE 2026 PLAYGROUND REPLACEMENT
PROGRAM

1. PARTIES. The parties to this Design-Build Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and PlayCore Wisconsin, Inc. d.b.a. GameTime (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 design-build services for design, fabrication, installation, and construction of outdoor play equipment (the “Project”), completed a competitive selection process by request for proposal (RFP) issued on **November 4, 2025**.
 - 2.2. The Contractor’s response to the above-referenced RFP was determined to be of best value, responsible, and responsive bidder to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into this Agreement for the 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, supervision, 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 and which shall include both the Design Work and the Construction Work as described below.
 - 3.1.1. Design Work. The Design Work phase includes, but is not limited to, the development of design and construction documents acceptable to the local jurisdiction for the Work. The Contractor shall facilitate the design process pursuant to their proposal attached hereto as **Exhibit B**, resulting in final design and construction documents in a format acceptable for the issuance of applicable permits (“Construction Documents”) that are approved by the City (the “Design Work”). The Contractor warrants that it is fully qualified to perform the Design Work

in accordance with the professional standards of the industry and shall perform the Design Work in a first-class, workmanlike manner to the satisfaction of the County and in strict accordance with the provisions of this Agreement. Unless the City expressly approves the design submitted by the Contractor, this Agreement shall terminate, and the Parties shall have no further obligations under this Agreement.

- 3.1.2. Construction Work. The Construction Work phase includes, but is not limited to, furnishing the labor, equipment, materials and supervision necessary to complete the construction of the Work in accordance with the approved Design Work. The Contractor or its subcontractors shall, upon receipt of a written Notice to Proceed, commence the Construction Work, complete all work identified in the approved Construction Documents, including, but not limited to, safety and maintenance repairs, demolition, and construction and installation of improvements. In the event the City fails to provide a written Notice to Proceed for the Construction Work, the project shall terminate and the Parties shall have no further obligations under this Agreement.

- 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 attached hereto as **Exhibit A**;
- 3.2.3. The Contractor's Proposal dated December 9, 2025, attached hereto as **Exhibit B**; and
- 3.2.4. The RFP, including all linked references within; and
- 3.2.5. Any addenda, as applicable; and
- 3.2.6. Any change orders and contract amendments, as applicable; and
- 3.2.7. 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 Contract.

3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.

4. Completion Date.

4.1. 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 for the Design Work 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.

4.2. The Contractor shall commence Work on the first working day following receipt of written Notice to Proceed for the Design Work issued by the City, or such later date, as indicated in such Notice to Proceed. The City will issue a second Notice to Proceed for the Construction Work after acceptance and approval of

the Construction Documents and the Design Work.

- 4.3. The Contractor shall complete the Work and fulfill all of its other obligations within **one hundred fifty (150)** calendar days of the start date set forth in the Notice to Proceed (the “Completion Date”). The time between the start date and the Completion Date shall be known as the “Contract Time.” The Work shall proceed in accordance with the time frames set forth in Exhibit B.
- 4.4. 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 biweekly basis, or more often as necessary (each a “Schedule Update”). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor’s Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor’s ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor’s Project Schedule.
6. UNUSUALLY SEVERE WEATHER CONDITIONS.
 - 6.1. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates “Normal” weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were “unusually severe,” would not have been reasonably anticipated, and that such conditions adversely affected the Contractor’s Work and thus required additional time to complete the Work.

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

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

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

the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the “unusually severe” weather condition.

7. **PRICE AND PAYMENT.** The City shall pay the Contractor for performance of the Work a fixed lump sum of **\$645,928** (the “Contract Price”) based upon the prices set forth on Contractor’s 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 Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the “Final Payment”). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.

7.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City’s right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.

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

8. FINAL INSPECTION AND FINAL PAYMENT.

8.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion") for acceptance to warranty as provided in the City and County of Broomfield's Standards and Specifications Section 200 - Acceptance Procedures. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

8.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Construction Acceptance into Warranty"). 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.

- 9.1. In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
 - 9.1.1. 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.
 - 9.1.2. 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.
 - 9.1.3. 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.
- 9.2. All Work, for which a license is required under the laws of the State of Colorado, done hereunder, shall be done by or under the direction and control of an architect licensed in the State of Colorado, or an engineer registered and licensed in the State of Colorado. All plans and documents shall be approved by and bear the stamp and signature of the architect or bear the seal and signature of an engineer registered and licensed in the State of Colorado. The Contractor shall exercise in its performance of the Work the standard of care normally exercised by locally recognized professional organizations engaged in performing comparable services. The Contractor shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Contractor to comply with this standard.
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 Kelly Behling, CIP Project Manager as the authorized representative of the City under this Agreement. Email address is kbehling@broomfield.org.

5.2 The Contractor designates **Doug Johannsen** as the authorized representative of the Contractor under this Agreement. Email address is doug@altituderec.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 \$500 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.

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 **within 10 calendar days of execution of this Agreement.** The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
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 **1 year**, commencing on the date of final acceptance of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The 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 above guarantee does not limit any claims that the City may otherwise have against the Contractor.

- 20.2. Warranty Verification. Approximately two months prior to the expiration of the Warranty Period, the Contractor shall submit a written request for Final Acceptance/Release from Warranty in accordance with Section 200 of the City and County of Broomfield Standards and Specifications. The City shall make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the “Warranty Work”) in accordance with the City and County of Broomfield’s Standards and Specifications. The Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period in accordance with City and County of Broomfield Standards and Specifications, which indicates all deficiencies shall be corrected within 30 calendar days of receipt of the punch list. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty. The City Engineer shall approve or deny all requests for extensions based on the Contractor’s justification.
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. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.
42. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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

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

City and County Manager
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

PlayCore Wisconsin, Inc. d.b.a. GameTime

By:  _____

Name: Clint Whiteside, Director of Sales Administration

Address: 150 PlayCore Drive SE

Fort Payne, AL 35967

EXHIBIT A
SCOPE OF WORK

Scope of Work: 2026 Playground Replacement Program

Task 1. Design and Planning

- The design builder is responsible for the complete scope of work, including design, fabrication, and installation of playgrounds.
- The final design must be developed in collaboration with Broomfield staff and meet all project specifications.
- The design must incorporate foundation design and structural integrity considerations.
- The design **MUST** include plans for subsurface drainage according to the City and County of Broomfield Engineering Standards and Specifications (see section 1000 of the Broomfield [Engineering Standards & Specifications](#) for details).
 - Playground drainage shall include a perimeter drain that ties into laterals strategically placed throughout the playground and ultimately drains into drywells.
 - Each playground shall have one drywell per 1,000 square feet. The number of drywells should be rounded up if necessary (a playground that is 3,200 SF shall have 4 drywells).
- Age-appropriate and safety information signage is required for all locations. All signage must be Broomfield-branded, site-specific, and installed prior to playground opening.
- Accessibility and inclusivity must be prioritized, including ramps and transfer points to ensure use by all children.
- The preferred surfacing material is a minimum of 12” engineered wood fiber (9” compacted) over compacted subgrade, with strategic placement of poured-in-place (PIP) rubberized surfacing where appropriate and turf where specifically requested. Any deviations must be specified in the proposal.
- The design builder must coordinate with applicable agencies to prevent underground utility impacts during design and construction.
- The playground should maximize user capacity and play space utilization while ensuring safety and durability.

Task 2. Construction and Installation

- The design builder is responsible for all demolition and removal of specified equipment. Coordination with Broomfield is required to allow the removal of any retained components.
- The project site must be kept secure and safe throughout the entire construction process. A chain-link safety fence must be erected prior to beginning construction and must enclose all construction and playground equipment until project acceptance.
- Work must be completed efficiently, with no interruptions, once started at a site. The design builder must remain on-site until completion.
- A reinforced concrete curb is required around all protected areas. If modifications or new curbing are needed, the design builder must install them per the Broomfield

[Engineering Standards & Specifications](#). Ramps shall be flush with the curb and doweled into place.

- Landscape and irrigation modifications, replacements, or restorations (if necessary) are the responsibility of the design builder.
- The design builder should consider how they will access the site with the required equipment and must incorporate protection of the existing irrigation and landscaping into their scope and cost.
- The design builder must supply and install wear mats at all new belt swing locations and at the bottom of slides. Mats under bucket swings are not required. Minimum mat size: 3 ft x 5 ft x 1¾ inches.
- Manufacturer-provided installation instructions must remain on-site throughout the installation process.
- The design builder must provide an itemized list of installed playground equipment, including type, quantity, and parts inventory.

Task 3. Compliance and Testing

- All work must comply with the Uniform Building Code, Broomfield Municipal Code, City and County of Broomfield Standards & Specifications (Current Edition), Colorado Revised Statutes, and other applicable regulations.
- The playground must meet ADA Accessibility Guidelines for Play Areas, ASTM standards, and the latest CPSC Handbook for Public Playground Safety. In cases of conflicting standards, the more stringent requirements shall apply.
- The design builder must include in the cost of installation a third-party audit by a CPSI. This audit report will be provided to Broomfield before the playground opening.
- The design builder must provide:
 - An Equipment Compliance Letter from the manufacturer confirming playground equipment meets or exceeds CPSC, ADA, and ASTM F1487 standards upon design completion.
 - An Installation Compliance Letter from the design builder certifying installation was completed according to manufacturer instructions and in full compliance with ASTM and CPSC standards.
 - A Surfacing Compliance Letter from the surfacing manufacturer/installer, verifying compliance with ASTM F1292 and ASTM F1951, must be provided prior to surfacing installation.
- All geotechnical testing (e.g., compaction, concrete) will be paid for by the City and County of Broomfield if required; however, the design builder will be responsible for scheduling all testing. If the design builder requires a geotechnical report or study, the cost will be their responsibility.

Task 4. Administrative

- The design builder is fully responsible for all design, fabrication, shipping, erection, and safety of the playground and accessory items.

- The design builder must provide a detailed summary of warranties for all play equipment and installation. Copies of warranty documentation must be submitted upon project completion.
- All invoices must be attached to a CCOB pay request.
- Any costs incurred by the respondent in proposal preparation and submission are not reimbursable by Broomfield.

EXHIBIT B
CONTRACTOR'S PROPOSAL



OPTION 3

Midway Park



7 Principles of Inclusive Playground Design in Action

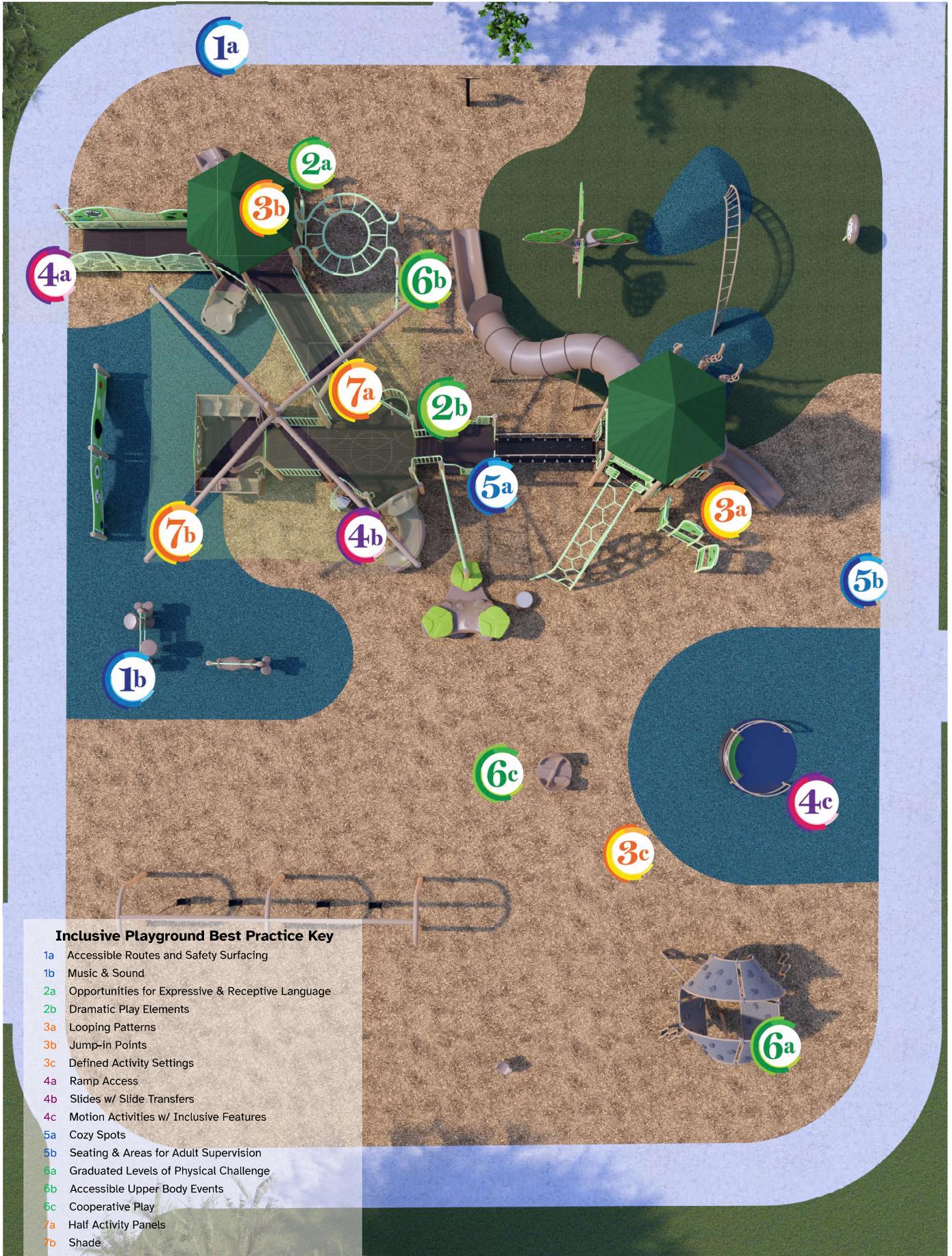


Inclusive Playground Best Practice Key

- 1a Accessible Routes and Safety Surfacing
- 1b Music & Sound
- 2a Opportunities for Expressive & Receptive Language
- 2b Dramatic Play Elements
- 3a Looping Patterns
- 3b Jump-in Points
- 3c Defined Activity Settings
- 4a Ramp Access
- 4b Slides w/ Slide Transfers
- 4c Motion Activities w/ Inclusive Features
- 5a Cozy Spots
- 5b Seating & Areas for Adult Supervision
- 6a Graduated Levels of Physical Challenge
- 6b Accessible Upper Body Events
- 6c Cooperative Play
- 7a Half Activity Panels
- 7b Shade



Midway Park Option 3



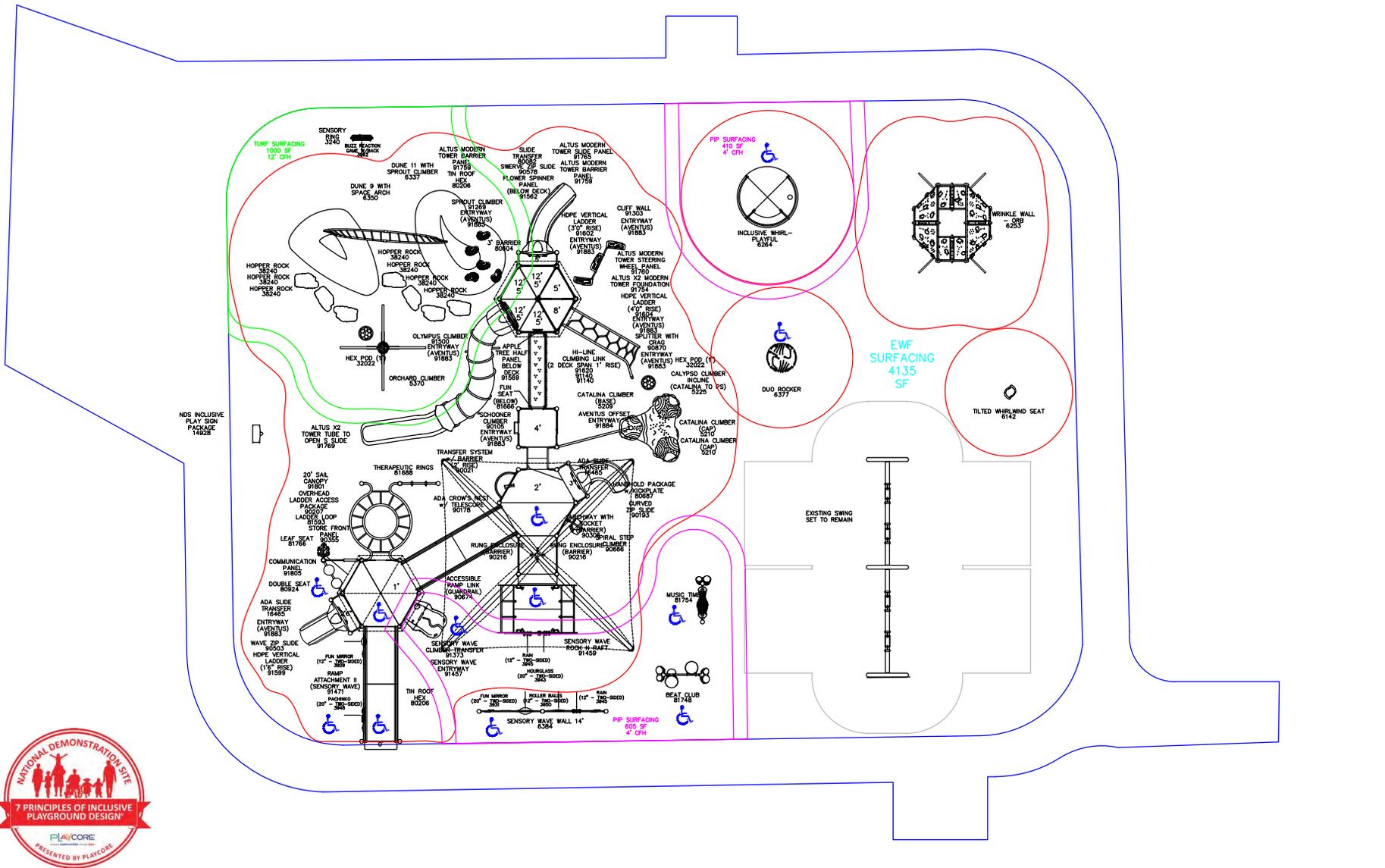
Inclusive Playground Best Practice Key

- 1a Accessible Routes and Safety Surfacing
- 1b Music & Sound
- 2a Opportunities for Expressive & Receptive Language
- 2b Dramatic Play Elements
- 3a Looping Patterns
- 3b Jump-in Points
- 3c Defined Activity Settings
- 4a Ramp Access
- 4b Slides w/ Slide Transfers
- 4c Motion Activities w/ Inclusive Features
- 5a Cozy Spots
- 5b Seating & Areas for Adult Supervision
- 6a Graduated Levels of Physical Challenge
- 6b Accessible Upper Body Events
- 6c Cooperative Play
- 7a Half Activity Panels
- 7b Shade



150 PlayCore Drive SE
Fort Payne, AL 35967
www.playcore.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet critical fall heights as specified in the U.S. and Canadian Safety Commission ASTM standard F 1487 and Canadian Standard CAN/CSA Z-614



Minimum Area Required:

This play equipment is recommended for children ages 5-12

DRAWING NO: 106620

DATE:

PROJECT TITLE: MIDWAY PARK OPT 3 BROOMFIELD, CO REPRESENTATIVE: ALTITUDE RECREATION

SHEET NO:



A PLAYCORE Company

www.gametime.com

Midway Park





GameTime

A PLAYCORE Company

www.gametime.com

Midway Park

ALTITUDE
RECREATION
GameTime



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Midway Park





PO BOX 680121
 FORT PAYNE, AL 35968
www.GAMETIME.COM
 800-235-2440

12/09/2025
 Quote #
 106620-01-03

2026 PLAYGROUND REPLACEMENT PROJECT - MIDWAY PARK 3

CITY & COUNTY OF BROOMFIELD
 Attn: KELLY BEHLING
 ONE DESCOMBES DRIVE
 BROOMFIELD, CO 80020
 United States
 Phone: 720-668-1072
 kbebling@broomfield.org

Ship to Zip 80516

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	RDU	GameTime - CUSTOM PS STRUCTURE , TOWER, ADA 5-12	\$277,723.00	\$277,723.00
		(2) 16465 -- Slide Transfer (Ada)		
		(2) 16700 -- Ada49"Sq Punch Steel Deck		
		(2) 32022 -- Hex Pod Step (1')		
		(1) 3929 -- Fun Mirror 12" 2S		
		(1) 3943 -- Hourglass 20" 2S		
		(1) 3945 -- Rain 12" 2S		
		(1) 3948 -- Pachinko 20" 2S		
		(1) 5209 -- Catalina Climber Base		
		(2) 5210 -- Catalina Climber Cap		
		(1) 5225 -- Calypso Climber Incline 1' Pedestal		
		(6) 80001 -- 49"Tri Punched Steel Deck		
		(1) 80082 -- Slide Transfer		
		(2) 80206 -- Tin Roof Hex		
		(1) 80604 -- 3'-0"Entrance Barrier		
		(1) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80924 -- Double Seat		
		(1) 81593 -- Ladder Loop Link		
		(1) 81666 -- Fun Seat		
		(1) 81688 -- Therapeutic Rings Attch		
		(1) 81766 -- Leaf Seat		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90021 -- 2'-0" Transfer System W/ Barrier		
		(1) 90105 -- 3'-6"/4' Schooner Climber		
		(1) 90178 -- Ada Crow'S Nest W/Telescope		
		(1) 90193 -- 2-6"/3' Single Curved Zip Slide		
		(1) 90207 -- Overhead Ladder Access Package		
		(2) 90216 -- Rung Enclosure W/Barrier, Above Dk		
		(3) 90265 -- 7' Upright, Alum		
		(4) 90266 -- 8' Upright, Alum		



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2026 PLAYGROUND REPLACEMENT PROJECT - MIDWAY PARK 3

Quantity	Part #	Description	Unit Price	Amount
		(2) 90267 -- 9' Upright, Alum		
		(3) 90268 -- 10' Upright, Alum		
		(5) 90270 -- 12' Upright, Alum		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90355 -- Store Front Panel, Below Dk		
		(1) 90503 -- 2'-6"/3' Single Wave Zip Slide		
		(1) 90578 -- Swerve Slide		
		(1) 90666 -- Spiral Step Climber (2'-0" & 2'6")		
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 90870 -- Splitter 8'		
		(2) 91140 -- High Point Entryway - Barrier		
		(1) 91269 -- Sprout Climber		
		(1) 91303 -- Cliff Wall Climber		
		(1) 91373 -- PS Sensory Challenge Transfer 1'/1'6"		
		(1) 91457 -- Sensory Wave Entryway		
		(1) 91459 -- Sensory Wave Rock N Raft		
		(1) 91471 -- 1' Sensory Wave Ramp Att. II		
		(1) 91500 -- Olympus Climber - 5'0 thru 6'0 attac		
		(1) 91562 -- Flower Spinner Panel Below Deck		
		(1) 91569 -- Apple Tree Half Panel		
		(1) 91599 -- HDPE Vertical Ladder 1'6"		
		(1) 91602 -- HDPE Vertical Ladder 3'0"		
		(1) 91604 -- HDPE Vertical Ladder 4'0"		
		(1) 91620 -- Hi-Line Climbing Link 1' Rise		
		(1) 91754 -- Altus X2 Modern Tower Foundation		
		(2) 91759 -- Altus Modern Tower Barrier Panel		
		(1) 91760 -- Altus ModernTower Steering Whl.Pnl		
		(1) 91765 -- Altus ModernTower Slide Panel		
		(1) 91769 -- Altus X Tower Tube To S Slide		
		(1) 91801 -- 20' Sunblox Sail Canopy		
		(1) 91805 -- Communication Board		
		(1) 91831 -- 5" Upright Extension w/ Cap 8'		
		(6) 91832 -- 5" Upright Extension w/o Cap 8'		
		(8) 91883 -- Entry Way (Aventus)		
		(1) 91884 -- Offset Archway (Aventus)		
		(6) G90262 -- 4' Upright, Galv		
		(2) G90267 -- 9' Upright, Galv		



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2026 PLAYGROUND REPLACEMENT PROJECT - MIDWAY PARK 3

Quantity	Part #	Description	Unit Price	Amount
		(2) G90270 -- 12' Upright, Galv		
		(7) G90273 -- 15' Upright, Galv		
		(4) H90270 -- 12' Upright, Hw		
7	38240	GameTime - Hopper Rock No Label	\$1,513.00	\$10,591.00
1	6350	GameTime - Dune 9 With Space Arch	\$4,856.00	\$4,856.00
1	6337	GameTime - Dune 11 With Sprout Climbers	\$12,716.00	\$12,716.00
1	5370	GameTime - Orchard Climber	\$12,054.00	\$12,054.00
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$745.00	\$745.00
1	6253	GameTime - Wrinkle Wall (8 Panel)	\$25,513.00	\$25,513.00
1	6264	GameTime - Inclusive Whirl - Playful	\$18,034.00	\$18,034.00
1	6377	GameTime - Duo Rocker	\$3,415.00	\$3,415.00
1	81754	GameTime - Music Time	\$2,574.00	\$2,574.00
1	81748	GameTime - Beat Club	\$3,634.00	\$3,634.00
1	3240	GameTime - Sensory Ring	\$911.00	\$911.00
1	3962	GameTime - Buzz Game Sensor 20" with back	\$4,610.00	\$4,610.00
1	RDU	GameTime - SENSORY WALL	\$10,977.00	\$10,977.00
		(1) 3931 -- Fun Mirror 20" 2S		
		(1) 3945 -- Rain 12" 2S		
		(1) 3950 -- Roller Balls 12" 2S		
		(1) 6384 -- Sensory Wave Wall 14'		
		(2) G90264 -- 6' Upright, Galv		
		(1) G90265 -- 7' Upright, Galv		
1	INSTALL	ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION-PRIVATE LOCATE BY OTHERS	\$78,975.00	\$78,975.00
1	INSTALL	ALTITUDE CONTRACTING - SITE WORK- Demo and removal of all playground equipment, shade w/piers, PIP surfacing, concrete pad under the bench and sand box. (Swings to remain and bench that is on the concrete pad extending into the play area to be relocated). Excavation and removal of EWF and PIP sub surfacing to native soil. Drill and install 7 dry wells	\$49,500.00	\$49,500.00
1	INSTALL	ALTITUDE CONTRACTING - DRAINAGE SYSTEM- Installation of perimeter drain of 4" perforated sock tile drain lines on perimeter and 20' on center laterals tying into the dry wells and shaded with 57/67 rock.	\$3,630.00	\$3,630.00
1	INSTALL	ALTITUDE CONTRACTING - CONCRETE PAD FOR RELOCATED BENCH 32 SF- LOCATION TO BE SPECIFIED BY OWNER	\$1,925.00	\$1,925.00
1	INSTALL	ALTITUDE CONTRACTING - PROVIDE AND INSTALL WEARMATS UNDER BELT SWINGS (3)	\$715.00	\$715.00
1	INSTALL	ALTITUDE CONTRACTING - COMPACTED SUBGRADE 1015 SF	\$3,085.00	\$3,085.00
1	INSTALL	ALTITUDE CONTRACTING - STRUCTURAL INFILL 2015 SF	\$9,359.00	\$9,359.00
1	EWF	Miscellaneous - BULK ENG. WOOD FIBER, 205 CY, BLOWN IN, 4135 SF FABRIC INCLUDED	\$12,499.00	\$12,499.00



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2026 PLAYGROUND REPLACEMENT PROJECT - MIDWAY PARK 3

Quantity	Part #	Description	Unit Price	Amount
1	PIP	Miscellaneous - PIP RUBBER SURFACING, 1015 SF , 4' CFH- 50% STANDARD COLOR, 50% BLACK BLEND AROMATIC BINDER REG WAGES INSTALLATION	\$20,565.00	\$20,565.00
1	TURF	Miscellaneous - SYNTH. TURF 1000 SF, 12' CFH	\$25,175.00	\$25,175.00
1	BONDS	Miscellaneous - P/P BONDS	\$11,699.00	\$11,699.00
			Sub Total	\$605,578.07
			Discount	(\$152,102.75)
			Freight	\$26,172.05
			Total	\$479,647.37

Pricing: FOB Factory. Freight charges: Allowed & prepaid. Pricing valid for 30 days from the date of this quotation.
 Please request updated quote after 30 Days.

Taxes: Please add tax if applicable.

All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided.

If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Please note Arizona Labor tax is calculated at 65% of the total labor amount.

Payment terms: Net 30 days for tax supported governmental agencies. or Purchase Order made out to GAMETIME with credit approval.

Retainage not accepted.

Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee of 2.99% will be assessed on the amount of your payment.

You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due

upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred.

Shipment: Standard GameTime playground and furnishings order shall ship within 8-10 weeks, Custom Components or Panels 12-15 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks, Victor Stanley 7-9 Weeks after GameTime's / Altitude Recreation's receipt and acceptance of your purchase order or receipt of deposit, if required.

All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of \$125.00, as well as an additional \$125.00 per week, per order.

The customer will be responsible to pay these fees once the equipment ships. Liftgate, Flatbed and Forklift requests would be additional charge (not included)

Delivery: Unless listed in the line items of this quote acceptance and offloading of equipment is not included.

Customer will be responsible for setting up delivery appointments with carrier, providing adequate equipment and location for offloading.

A forklift may be required. The freight carrier is instructed to call the designated customer contact 24 hours in advance of the delivery.

Customer is responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt.

You must notify Altitude Recreation immediately of any discrepancies. 1-800-235-2440.



OPTION 2

Spruce Park



A PLAYCORE Company

www.gametime.com

Spruce Park





GameTime

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12/10/2025
 Quote #
 106620-01-08

2026 PLAYGROUND REPLACEMENT PROJECT - SPRUCE PARK 2

CITY & COUNTY OF BROOMFIELD
 Attn: KELLY BEHLING
 ONE DESCOMBES DRIVE
 BROOMFIELD, CO 80020
 United States
 Phone: 720-668-1072
 kbebling@broomfield.org

Ship to Zip 80516

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	RDU	GameTime - CUSTOM STRUCTURE 5-12 WITH SHADE	\$93,291.96	\$93,291.96
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(4) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(2) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(1) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(1) 14425 -- Narrows Climber 5' - 7'		
		(1) 14429 -- 7' Thru 8' Olympus Climber Standard		
		(1) 14433 -- Pine Climber 3'-0"		
		(1) 14447 -- SCRAMBLE UP 5'-6" & 6'		
		(2) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(7) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18689 -- Hand Cycler		
		(1) 18699 -- Store Front Panel 36"		
		(1) 18766 -- Fun Seat 36"		
		(1) 18874 -- Apple Tree Panel Assembly		
		(1) 18893 -- 20' Sunblox Hex Canopy		
		(1) 18897 -- Answer Ball Half Panel		
		(1) 18927 -- Sensory Fidget Panel (Below Deck)		
		(6) 19001 -- Entry Way		
		(1) 19004 -- Transfer System W/Barrier (1' Rise)		
		(1) 19008 -- Transfer System W/Barrier (4')		
		(1) 19095 -- Schooner (3'-6" & 4')		
		(1) 19121 -- Curved Zip Slide		
		(1) 19200 -- Telescope Enclosure		
		(1) 19361 -- 7'-0"/8'-0" Dbl Bubble Climber Attac		
		(1) 19427 -- Single Spiral		
		(1) 19865 -- HDPE Vertical Ladder 2'0"		
		(1) 19912 -- Modern Transfer w/Barrier 2' Rise		
		(1) 26057 -- 2 Way X-Pod Step		
		(4) 26094 -- Triangular Shroud		



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2026 PLAYGROUND REPLACEMENT PROJECT - SPRUCE PARK 2

Quantity	Part #	Description	Unit Price	Amount
		(2) 26142 -- Single With Step		
		(1) 27100 -- Compact Stego Rail		
		(1) 27101 -- Compact Ziggy Rail		
		(2) 32022 -- Hex Pod Step (1')		
		(1) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'		
		(6) G12077 -- 3 1/2" Uprt Ass'Y Galv 15'		
		(1) 36063 -- Narrow End Balance Beam		
1	RDU	GameTime - SENSORY WALL	\$7,064.00	\$7,064.00
		(1) 3938 -- Color Wheel 12" 2S		
		(1) 3950 -- Roller Balls 12" 2S		
		(1) 6380 -- Sensory Wave Wall w/12" Sensors		
		(1) G90264 -- 6' Upright, Galv		
		(1) G90265 -- 7' Upright, Galv		
1	RDU	GameTime - SWING SET COMBO	\$9,499.00	\$9,499.00
		(2) 5287 -- Belt Seat for 8' Toprail		
		(1) 5372 -- Powerscape and Saucer Swing Combo		
1	RDU	GameTime - SENSORY RING	\$5,290.00	\$5,290.00
		(1) 3240 -- Sensory Ring		
		(1) 3968 -- Giggle Box 20" Sensor with Back		
1	INSTALL	ALTITUDE CONTRACTING - EQUIPMENT INSTALLATION	\$28,655.00	\$28,655.00
1	INSTALL	ALTITUDE CONTRACTING - SITE WORK- Demo and removal of all playground equipment and ADA ramp. Excavation and removal of EWF to native soil. Drill and install 3 dry wells.	\$15,075.00	\$15,075.00
1	INSTALL	ALTITUDE CONTRACTING - PROVIDE AND INSTALL WEARMATS UNDER BELT SWINGS (2)	\$480.00	\$480.00
1	INSTALL	ALTITUDE CONTRACTING - DRAINAGE SYSTEM- Installation of perimeter drain of 4" perforated sock tile drain lines on perimeter and 20' on center laterals tying into the dry wells and shaded with 57/67 rock.	\$1,990.00	\$1,990.00
1	INSTALL	ALTITUDE CONTRACTING - COMPACTED SUBGRADE 610 SF	\$2,845.00	\$2,845.00
1	INSTALL	ALTITUDE CONTRACTING - STRUCTURAL INFILL 610 SF	\$3,050.00	\$3,050.00
1	PIP	Miscellaneous - PIP RUBBER SURFACING, 610 SF - 50% STANDARD COLOR, 50% BLACK BLEND AROMATIC BINDER REG WAGES INSTALLATION 8' CFH - 320 SF 4' CFH - 290 SF	\$18,495.00	\$18,495.00
1	EWF	Miscellaneous - BULK ENG. WOOD FIBER, 80 CY, BLOWN IN, 1645 SF FABRIC INCLUDED	\$4,995.00	\$4,995.00
1	BONDS	Miscellaneous - P/P BONDS	\$4,056.00	\$4,056.00
			Sub Total	\$194,884.03
			Discount	(\$35,680.14)



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2026 PLAYGROUND REPLACEMENT PROJECT - SPRUCE PARK 2

Quantity	Part #	Description	Unit Price	Amount
			Freight	\$7,076.81
			Total	\$166,280.70

Pricing: FOB Factory. Freight charges: Allowed & prepaid. Pricing valid for 30 days from the date of this quotation. Please request updated quote after 30 Days.

Taxes: Please add tax if applicable.

All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided.

If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Please note Arizona Labor tax is calculated at 65% of the total labor amount.

Payment terms: Net 30 days for tax supported governmental agencies. or Purchase Order made out to GAMETIME with credit approval.

Retainage not accepted.

Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee of 2.99% will be assessed on the amount of your payment.

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Shipment: Standard GameTime playground and furnishings order shall ship within 8-10 weeks, Custom Components or Panels 12-15 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks, Victor Stanley 7-9 Weeks after GameTime's / Altitude Recreation's receipt and acceptance of your purchase order or receipt of deposit, if required.

All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of \$125.00, as well as an additional \$125.00 per week, per order.

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Customer is responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt.

You must notify Altitude Recreation immediately of any discrepancies. 1-800-235-2440.

EXHIBIT C
INSURANCE REQUIREMENTS

City and County of Broomfield 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

DESIGN-BUILD AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND
PLAYWELL GROUP, INC. FOR THE 2026 PLAYGROUND REPLACEMENT PROGRAM

1. PARTIES. The parties to this Design-Build Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Playwell Group, Inc. (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City, seeking design-build services for design, fabrication, installation, and construction of outdoor play equipment (the “Project”), completed a competitive selection process by request for proposal (RFP) issued on **November 4, 2025**.
 - 2.2. The Contractor’s response to the above-referenced RFP was determined to be of best value, responsible, and responsive bidder to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into this Agreement for the 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, supervision, 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 and which shall include both the Design Work and the Construction Work as described below.
 - 3.1.1. Design Work. The Design Work phase includes, but is not limited to, the development of design and construction documents acceptable to the local jurisdiction for the Work. The Contractor shall facilitate the design process pursuant to their proposal attached hereto as **Exhibit B**, resulting in final design and construction documents in a format acceptable for the issuance of applicable permits (“Construction Documents”) that are approved by the City (the “Design Work”). The Contractor warrants that it is fully qualified to perform the Design Work in accordance with the professional standards of the industry and shall

perform the Design Work in a first-class, workmanlike manner to the satisfaction of the County and in strict accordance with the provisions of this Agreement. Unless the City expressly approves the design submitted by the Contractor, this Agreement shall terminate, and the Parties shall have no further obligations under this Agreement.

3.1.2. Construction Work. The Construction Work phase includes, but is not limited to, furnishing the labor, equipment, materials and supervision necessary to complete the construction of the Work in accordance with the approved Design Work. The Contractor or its subcontractors shall, upon receipt of a written Notice to Proceed, commence the Construction Work, complete all work identified in the approved Construction Documents, including, but not limited to, safety and maintenance repairs, demolition, and construction and installation of improvements. In the event the City fails to provide a written Notice to Proceed for the Construction Work, the project shall terminate and the Parties shall have no further obligations under this Agreement.

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 attached hereto as **Exhibit A**;
- 3.2.3. The Contractor's Proposal dated December 11, 2025, attached hereto as **Exhibit B**; and
- 3.2.4. The RFP, including all linked references within; and
- 3.2.5. Any addenda, as applicable; and
- 3.2.6. Any change orders and contract amendments, as applicable; and
- 3.2.7. 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 Contract.

3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.

4. Completion Date.

4.1. 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 for the Design Work 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.

4.2. The Contractor shall commence Work on the first working day following receipt of written Notice to Proceed for the Design Work issued by the City, or such later date, as indicated in such Notice to Proceed. The City will issue a second Notice to Proceed for the Construction Work after acceptance and approval of

the Construction Documents and the Design Work.

- 4.3. The Contractor shall complete the Work and fulfill all of its other obligations within **one hundred fifty (150)** calendar days of the start date set forth in the Notice to Proceed (the “Completion Date”). The time between the start date and the Completion Date shall be known as the “Contract Time.” The Work shall proceed in accordance with the time frames set forth in Exhibit B.
- 4.4. 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 biweekly basis, or more often as necessary (each a “Schedule Update”). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor. Acceptance by the City of the Contractor’s Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor’s ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor’s Project Schedule.
6. UNUSUALLY SEVERE WEATHER CONDITIONS.

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

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

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

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

the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the “unusually severe” weather condition.

7. **PRICE AND PAYMENT.** The City shall pay the Contractor for performance of the Work a fixed lump sum of **\$262,895** (the “Contract Price”) based upon the prices set forth on Contractor’s 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 Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the “Final Payment”). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.

7.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City’s right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.

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

8. FINAL INSPECTION AND FINAL PAYMENT.

8.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion") for acceptance to warranty as provided in the City and County of Broomfield's Standards and Specifications Section 200 - Acceptance Procedures. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

8.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Construction Acceptance into Warranty"). 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.

- 9.1. In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
 - 9.1.1. 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.
 - 9.1.2. 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.
 - 9.1.3. 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.
- 9.2. All Work, for which a license is required under the laws of the State of Colorado, done hereunder, shall be done by or under the direction and control of an architect licensed in the State of Colorado, or an engineer registered and licensed in the State of Colorado. All plans and documents shall be approved by and bear the stamp and signature of the architect or bear the seal and signature of an engineer registered and licensed in the State of Colorado. The Contractor shall exercise in its performance of the Work the standard of care normally exercised by locally recognized professional organizations engaged in performing comparable services. The Contractor shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Contractor to comply with this standard.
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 **Kelly Behling**, CIP Project Manager, as the authorized representative of the City under this Agreement. Email address is kbehling@broomfield.org.

5.2 The Contractor designates **Jason Gruwell** as the authorized representative of the Contractor under this Agreement. Email address is jason@playwellgroup.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 \$500 for each and every calendar day beyond the Completion Date. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.

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 **within 10 calendar days of execution of this Agreement.** The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
15. **COLORADO LABOR.** If the Contract Price exceeds \$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 **1 year**, commencing on the date of final acceptance of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer-term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The 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 above guarantee does not limit any claims that the City may otherwise have against the Contractor.

- 20.2. Warranty Verification. Approximately two months prior to the expiration of the Warranty Period, the Contractor shall submit a written request for Final Acceptance/Release from Warranty in accordance with Section 200 of the City and County of Broomfield Standards and Specifications. The City shall make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the “Warranty Work”) in accordance with the City and County of Broomfield’s Standards and Specifications. The Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period in accordance with City and County of Broomfield Standards and Specifications, which indicates all deficiencies shall be corrected within 30 calendar days of receipt of the punch list. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty. The City Engineer shall approve or deny all requests for extensions based on the Contractor’s justification.
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. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.
42. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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

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

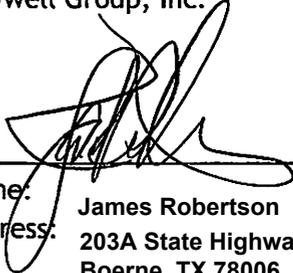
City and County Manager
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

Playwell Group, Inc.

By:  _____

Name: James Robertson

Address: 203A State Highway 46 E
Boerne, TX 78006

EXHIBIT A
SCOPE OF WORK

Scope of Work: 2026 Playground Replacement Program

Task 1. Design and Planning

- The design builder is responsible for the complete scope of work, including design, fabrication, and installation of playgrounds.
- The final design must be developed in collaboration with Broomfield staff and meet all project specifications.
- The design must incorporate foundation design and structural integrity considerations.
- The design **MUST** include plans for subsurface drainage according to the City and County of Broomfield Engineering Standards and Specifications (see section 1000 of the Broomfield [Engineering Standards & Specifications](#) for details).
 - Playground drainage shall include a perimeter drain that ties into laterals strategically placed throughout the playground and ultimately drains into drywells.
 - Each playground shall have one drywell per 1,000 square feet. The number of drywells should be rounded up if necessary (a playground that is 3,200 SF shall have 4 drywells).
- Age-appropriate and safety information signage is required for all locations. All signage must be Broomfield-branded, site-specific, and installed prior to playground opening.
- Accessibility and inclusivity must be prioritized, including ramps and transfer points to ensure use by all children.
- The preferred surfacing material is a minimum of 12” engineered wood fiber (9” compacted) over compacted subgrade, with strategic placement of poured-in-place (PIP) rubberized surfacing where appropriate and turf where specifically requested. Any deviations must be specified in the proposal.
- The design builder must coordinate with applicable agencies to prevent underground utility impacts during design and construction.
- The playground should maximize user capacity and play space utilization while ensuring safety and durability.

Task 2. Construction and Installation

- The design builder is responsible for all demolition and removal of specified equipment. Coordination with Broomfield is required to allow the removal of any retained components.
- The project site must be kept secure and safe throughout the entire construction process. A chain-link safety fence must be erected prior to beginning construction and must enclose all construction and playground equipment until project acceptance.
- Work must be completed efficiently, with no interruptions, once started at a site. The design builder must remain on-site until completion.
- A reinforced concrete curb is required around all protected areas. If modifications or new curbing are needed, the design builder must install them per the Broomfield

[Engineering Standards & Specifications](#). Ramps shall be flush with the curb and doweled into place.

- Landscape and irrigation modifications, replacements, or restorations (if necessary) are the responsibility of the design builder.
- The design builder should consider how they will access the site with the required equipment and must incorporate protection of the existing irrigation and landscaping into their scope and cost.
- The design builder must supply and install wear mats at all new belt swing locations and at the bottom of slides. Mats under bucket swings are not required. Minimum mat size: 3 ft x 5 ft x 1¾ inches.
- Manufacturer-provided installation instructions must remain on-site throughout the installation process.
- The design builder must provide an itemized list of installed playground equipment, including type, quantity, and parts inventory.

Task 3. Compliance and Testing

- All work must comply with the Uniform Building Code, Broomfield Municipal Code, City and County of Broomfield Standards & Specifications (Current Edition), Colorado Revised Statutes, and other applicable regulations.
- The playground must meet ADA Accessibility Guidelines for Play Areas, ASTM standards, and the latest CPSC Handbook for Public Playground Safety. In cases of conflicting standards, the more stringent requirements shall apply.
- The design builder must include in the cost of installation a third-party audit by a CPSI. This audit report will be provided to Broomfield before the playground opening.
- The design builder must provide:
 - An Equipment Compliance Letter from the manufacturer confirming playground equipment meets or exceeds CPSC, ADA, and ASTM F1487 standards upon design completion.
 - An Installation Compliance Letter from the design builder certifying installation was completed according to manufacturer instructions and in full compliance with ASTM and CPSC standards.
 - A Surfacing Compliance Letter from the surfacing manufacturer/installer, verifying compliance with ASTM F1292 and ASTM F1951, must be provided prior to surfacing installation.
- All geotechnical testing (e.g., compaction, concrete) will be paid for by the City and County of Broomfield if required; however, the design builder will be responsible for scheduling all testing. If the design builder requires a geotechnical report or study, the cost will be their responsibility.

Task 4. Administrative

- The design builder is fully responsible for all design, fabrication, shipping, erection, and safety of the playground and accessory items.

- The design builder must provide a detailed summary of warranties for all play equipment and installation. Copies of warranty documentation must be submitted upon project completion.
- All invoices must be attached to a CCOB pay request.
- Any costs incurred by the respondent in proposal preparation and submission are not reimbursable by Broomfield.

EXHIBIT B
CONTRACTOR'S PROPOSAL

Since 1988

PlayWell

Athletic, Park, and Playground Equipment

Arkansas | Colorado | Oklahoma | New Mexico | Texas



I apologize, I know our quotes can be confusing. I always feel it necessary to clarify. For an all-in price please add the following quotes together:

PlayWell Quote = Product

PlayWorks Quote = Install/Labor

Lump Sum = \$264,894.62

203A State Highway 46 East, Boerne, TX 78006
(972) 488-9355 or (800) 726-1816 | Fax (800) 560-9150

www.playwellgroup.com

Quote #

27709



The PlayWell Group, Inc.

www.playwellgroup.com

800-726-1816

505-296-8900 (fax)

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

Bill To:

City and County of Broomfield
 Accounts Payable
 One DesCombes Drive
 Broomfield, CO 80020

Phone: (303) 438-6357

Ship To:

City and County of Broomfield
 Ridgeview Heights Park
 Bedrock Slingers-Ryan Clifford
 690 Ventura Street
 Aurora, CO 80011

Phone: (719) 726-2150

Quote Details:

Date: 1/14/2026

Terms: NET 30

Expiration: 2/13/2026

Sales Rep: JRG

PO #:

Item	Description	Qty	List Price	Disc. Price	Total
	OPTION 1				
	PLAYCRAFT				
	RIDGEVIEW HEIGHTS PARK				
R50	R5 CUSTOM PLAY SYSTEM-R50F0C33A	1	109500.26	100,740.24	100,740.24
PC-2120	8' ARCH SWING BAY (2 SEAT)	1	4288.82	3,945.71	3,945.71
PC-2120-AB	8' ARCH SWING BAY (2 SEAT) AB	1	2702.61	2,486.40	2,486.40
PC-313010	BELT SWING SEAT	2	192.24	176.86	353.72
PC-131510-AA	PLAYSHARE FRIENDS SWING SEAT	1	1509.10	1,388.37	1,388.37
PC-131510	PLAYSHARE SWING SEAT	1	1509.10	1,388.37	1,388.37
PC-2476	SPIN MAX, TOWER	1	8691.74	7,996.40	7,996.40
PC-1906-H	THUNDER HALF WEDGE	1	4874.78	4,484.80	4,484.80
R50	R5 CUSTOM PLAY SYSTEM-R509A42CA	1	1511.16	1,390.27	1,390.27
PC-1306	SAFETY SIGN (5-12, ROTO MOLDED)	1	0.00	0.00	0.00
SHIP	SHIPPING & HANDLING	1	5688.42	5,688.42	5,688.42
	SURFACE AMERICA				
	RIDGEVIEW HEIGHTS PARK				
PIP-TATONKA	POURED IN PLACE SURFACING	1,037	25.27	23.75	24,628.75
	SURFACE AMERICA PLAYBOUND POURED IN PLACE 3-1/2" THICK FOR 8' FALL HEIGHT (633SF) 4-1/2" THICK FOR 10' FALL HEIGHT (404 SF) 50% COLOR AND 50% BLACK SPECKLED MIX. INDUSTRY STANDARD BINDER.				
	ROCKY MOUNTAIN PLAYGROUND SERVICES				
	RIDGEVIEW HEIGHTS PARK				

Need Help?

Call: 800-726-1816
 Mon - Fri: 8:00AM to 5:00PM
 Email: invoice@playwellgroup.com
 Please review our attached Terms & Conditions for complete detail regarding this Quote.

Ways to Pay

Check
 Remit Payment to:
 The PlayWell Group, Inc.
 203A State Highway 46 East
 Boerne, TX 78006

Credit Card - Usage Fee 3.5%
 Call: 800-726-1816
 Mon - Fri: 8:00AM to 5:00 PM



Approval

Quote Valid for 30 days. Product will be ordered upon receipt of written approvals and/or deposit.

Signature: _____

Date: ___/___/___

Quote #

27709

PlayWell

The PlayWell Group, Inc.

www.playwellgroup.com

800-726-1816

505-296-8900 (fax)

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988**Bill To:**City and County of Broomfield
Accounts Payable
One DesCombes Drive
Broomfield, CO 80020

Phone: (303) 438-6357

Ship To:City and County of Broomfield
Ridgeview Heights Park
Bedrock Slingers-Ryan Clifford
690 Ventura Street
Aurora, CO 80011

Phone: (719) 726-2150

Quote Details:

Date: 1/14/2026

Terms: NET 30

Expiration: 2/13/2026

Sales Rep: JRG

PO #:

Item	Description	Qty	List Price	Disc. Price	Total
AUDIT-RMPS	PLAYGROUND AUDIT FOR NEWLY INSTALL PLAYCRAFT EQUIPMENT	1	1333.33	1,266.66	1,266.66
BOND	PERFORMANCE & PAYMENT BOND	1	8890.16	8,890.16	8,890.16

Need Help?

Call: 800-726-1816
 Mon - Fri: 8:00AM to 5:00PM
 Email: invoice@playwellgroup.com
 Please review our attached Terms & Conditions for complete detail regarding this Quote.

Subtotal	\$164,648.27
Sales Tax (0.0%)	\$0.00
Deposit	\$0.00
Total	\$164,648.27

Ways to Pay

Check
 Remit Payment to:
 The PlayWell Group, Inc.
 203A State Highway 46 East
 Boerne, TX 78006

Credit Card - Usage Fee 3.5%
 Call: 800-726-1816
 Mon - Fri: 8:00AM to 5:00 PM

**Approval**

Quote Valid for 30 days. Product will be ordered upon receipt of written approvals and/or deposit.

Signature: _____

Date: ___/___/___

Installation Quote #

13860

PlayWorks

PlayWorks, Inc.

www.playwellgroup.com

800-726-1816

505-296-8900 (fax)

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988**Bill To:**City and County of Broomfield
Accounts Payable
One DesCombes Drive
Broomfield, CO 80020

Phone: (303) 469-3301

Installation Site:City and County of Broomfield
Multiple Sites
Kelly Behling
TBD
Broomfield, CO 80020

Phone: (303) 469-3301

Quote Details:

Date: 1/14/2026

Terms: NET 30

Exp Date: 4/10/2026

Sales Rep: JRG

PO #:

Item	Description	Qty	List Price	Total
	OPTION 1			
	DELIVERED AND INSTALLED BY BEDROCK SLINGERS			
	RIDGEVIEW HEIGHTS PARK			
INSTALL-BEDRO...	INSTALLATION OF R5 CUSTOM PLAY SYSTEM - R50F0C33A	1	43,107.20	43,107.20
INSTALL-BEDRO...	INSTALLATION OF 8' ARCH SWING BAY (2 SEAT)	1	1,475.72	1,475.72
INSTALL-BEDRO...	INSTALLATION OF 8' ARCH SWING BAY (2 SEAT) AB	1	929.94	929.94
INSTALL-BEDRO...	INSTALLATION OF BELT SEAT	2	66.15	132.30
INSTALL-BEDRO...	INSTALLATION OF PLAYSHARE FRIENDS SWING SEAT	1	519.26	519.26
INSTALL-BEDRO...	INSTALLATION OF PLAYSHARE SEAT	1	519.26	519.26
INSTALL-BEDRO...	INSTALLATION OF SPIN MAX, TOWER	1	2,990.71	2,990.71
INSTALL-BEDRO...	INSTALLATION OF THUNDER HALF WEDGE	1	1,677.34	1,677.34
INSTALL-BEDRO...	INSTALLATION OF R5 CUSTOM PLAY SYSTEM - 509A42CA	1	519.97	519.97
INSTALL-BEDRO...	INSTALLATION OF SAFETY SIGN (5-12, ROTO)	1	0.00	0.00
INSTALL-BEDRO...	SITE WORK: DEMO AND REMOVAL OF ALL PLAYGROUND EQUIPMENT AND ADA RAMP. EXCAVATION AND REMOVAL OF EWF AND PIP SUB SURFACING TO NATIVE SOIL. DRILL AND INSTALL 5 DRY WELLS.	1	25,725.81	25,725.81
INSTALL-BEDRO...	EWF: PURCHASE OF EWF	1	4,327.96	4,327.96
INSTALL-BEDRO...	EWF: DELIVERY OF EWF WITH A BLOWER TRUCK	1	605.91	605.91
INSTALL-BEDRO...	EWF: INSTALLATION OF 3,253 SQFT OF EWF AT A 12" COMPACTED DEPTH WITH THE BLOWER TRUCK	1	2,899.73	2,899.73
INSTALL-BEDRO...	FABRIC: PURCHASE OF FABRIC WITH PINS	1	524.68	524.68
INSTALL-BEDRO...	FABRIC: DELIVERY OF FABRIC WITH PINS	1	69.96	69.96
INSTALL-BEDRO...	FABRIC: INSTALLATION OF 3,253 SQFT OF FABRIC WITH PINS	1	769.53	769.53
INSTALL-BEDRO...	ROAD BASE: PURCHASE OF ROAD BASE	1	510.75	510.75
INSTALL-BEDRO...	ROAD BASE: DELIVERY OF ROAD BASE	1	102.15	102.15
INSTALL-BEDRO...	ROAD BASE: INSTALLATION OF 892 SQFT OF ROAD BASE AT A 4" COMPACTED DEPTH. PIP AT 4" THICKNESS	1	2,180.91	2,180.91

Need Help?Call: 800-726-1816
Mon - Fri: 8AM to 5:00PM
invoice@playwellgroup.com

Please review our attached Terms & Conditions for complete detail regarding this Quote.

Ways to PayCheck
Remit Payment to:
PlayWorks, Inc.
203A State Highway 46 East
Boerne, TX 78006Credit Card - Usage Fee 3.5%
Call: 800-726-1816
Mon - Fri: 8:00AM to 5:00PM**Approval**

Quote Valid for 30 days. Install will be ordered upon receipt of written approvals and/or deposit.

Date: ___/___/___



Installation Quote #

13860

PlayWorks

PlayWorks, Inc.

www.playwellgroup.com

800-726-1816

505-296-8900 (fax)

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988**Bill To:**City and County of Broomfield
Accounts Payable
One DesCombes Drive
Broomfield, CO 80020

Phone: (303) 469-3301

Installation Site:City and County of Broomfield
Multiple Sites
Kelly Behling
TBD
Broomfield, CO 80020

Phone: (303) 469-3301

Quote Details:

Date: 1/14/2026

Terms: NET 30

Exp Date: 4/10/2026

Sales Rep: JRG

PO #:

Item	Description	Qty	List Price	Total
INSTALL-BEDRO...	STRUCTURAL FILL: PURCHASE OF STRUCTURAL FILL	1	766.13	766.13
INSTALL-BEDRO...	STRUCTURAL FILL: DELIVERY OF STRUCTURAL FILL	1	204.30	204.30
INSTALL-BEDRO...	STRUCTURAL FILL: INSTALLATION OF 892 SQFT OF STRUCTURAL FILL AT A 7.5" COMPACTED DEPTH	1	2,706.99	2,706.99
INSTALL-BEDRO...	RUBBER MATS: PURCHASE OF RUBBER SWING MATS	1	268.82	268.82
INSTALL-BEDRO...	RUBBER MATS: DELIVERY OF RUBBER SWING MATS	1	21.51	21.51
INSTALL-BEDRO...	RUBBER MATS: INSTALLATION OF RUBBER SWING MATS	1	139.78	139.78
INSTALL-BEDRO...	DRAINAGE SYSTEM: INSTALLATION OF PERIMETER DRAIN OF 4" PERFORATED SOCK TILE DRAIN LINES ON PERIMETER AND 20' ON CENTER LATERALS TYING INTO THE DRY WELLS AND SHADED WITH 57/67 ROCK	1	2,829.30	2,829.30
	US FENCE RENTAL RIDGEVIEW HEIGHTS PARK			
US FENCE	TEMPORARY CONSTRUCTION FENCE-300 LF FOR 2 MONTHS	1	1,720.43	1,720.43

Need Help?Call: 800-726-1816
Mon - Fri: 8AM to 5:00PM
invoice@playwellgroup.com

Please review our attached Terms & Conditions for complete detail regarding this Quote.

Total	\$98,246.35
Deposit	\$0.00
Balance Due	\$98,246.35

Ways to PayCheck
Remit Payment to:
PlayWorks, Inc.
203A State Highway 46 East
Boerne, TX 78006Credit Card - Usage Fee 3.5%
Call: 800-726-1816
Mon - Fri: 8:00AM to 5:00PM**Approval**

Quote Valid for 30 days. Install will be ordered upon receipt of written approvals and/or deposit.

Date: ___/___/___

Signature: _____

Ridgeview Park - Opt #1
SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	4/3	0/0	15/2	10/2

R5

FOR KIDS
 AGES
 5-12

4,145 Sq Ft



GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT # PWG2649622A-1
DATE 1/15/2026

The PlayWell Group, Inc.
MIN. USE ZONE 72' x 69' (21.753m x 20.894m)



Ridgeview Park - Opt #1
FRONT ELEVATION

R5

FOR KIDS
AGES
5-12



STRUCTURE # R50F0C33A
PROJECT # PWG2649622A-1
DATE 1/15/2026

Ridgeview Park - Opt #1

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
7	7/4	0/0	8/2	3/2
CHILD CAPACITY	126	MAX FALL HEIGHT	120	

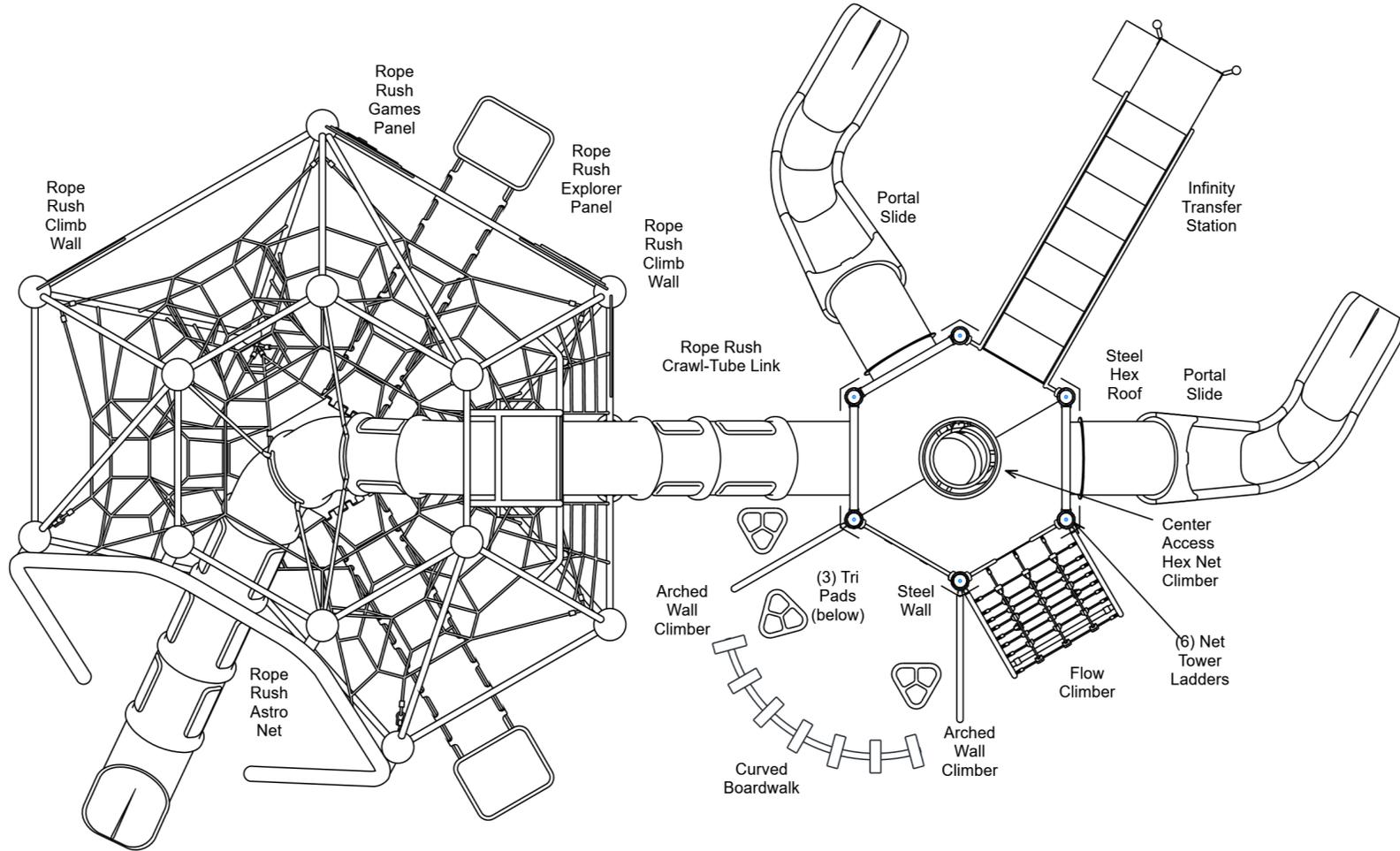
R5

FOR KIDS
AGES
5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # R50F0C33A
PROJECT # PWG2649622A-1
DATE 1/15/2026

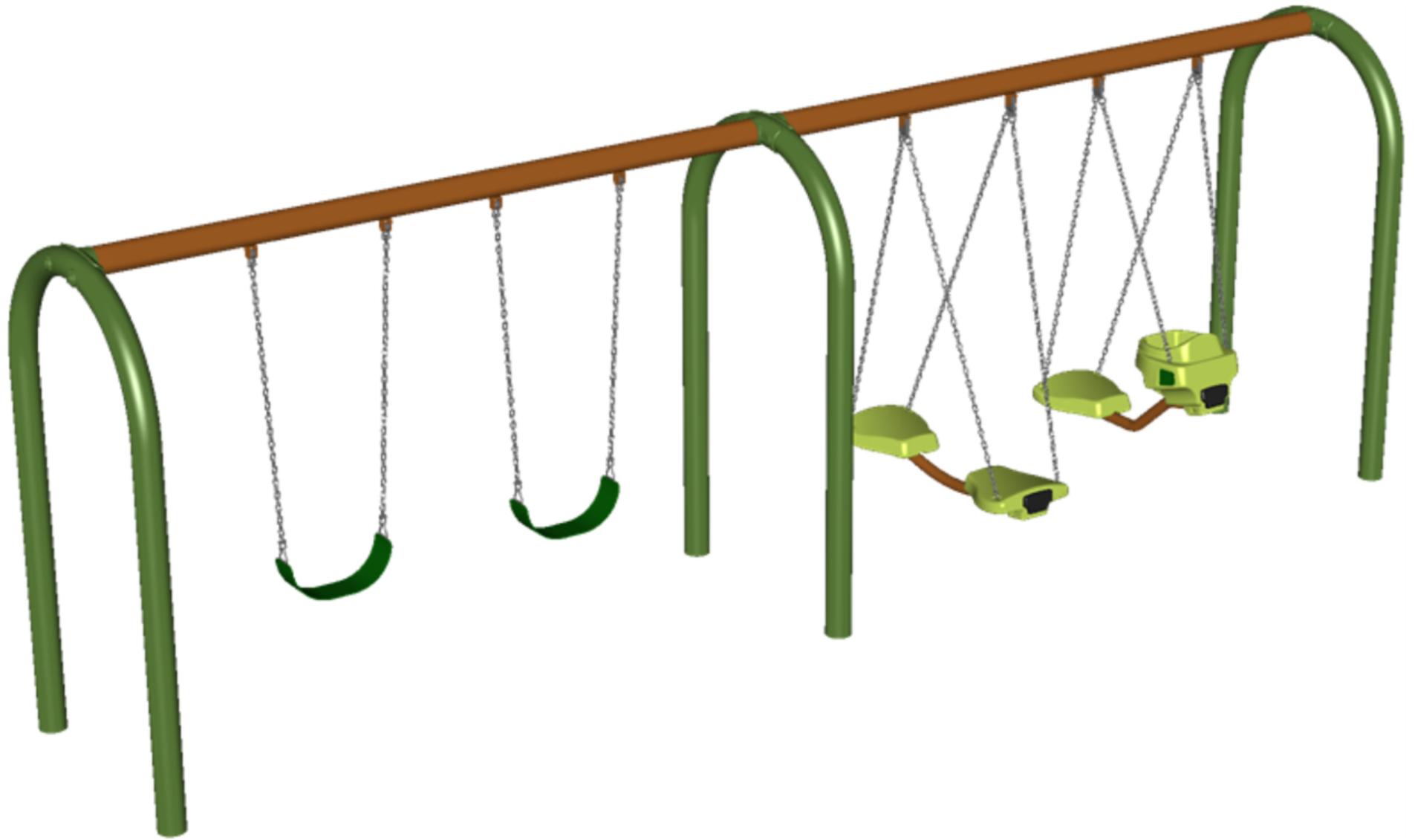
The PlayWell Group, Inc.

MIN. USE ZONE 55' x 41' (16.698m x 12.205m)



Ridgeview Park - Opt #1
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE # SWG2120+AB
PROJECT # PWG2649622A-1
DATE 1/15/2026



Ridgeview Park - Opt #1

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

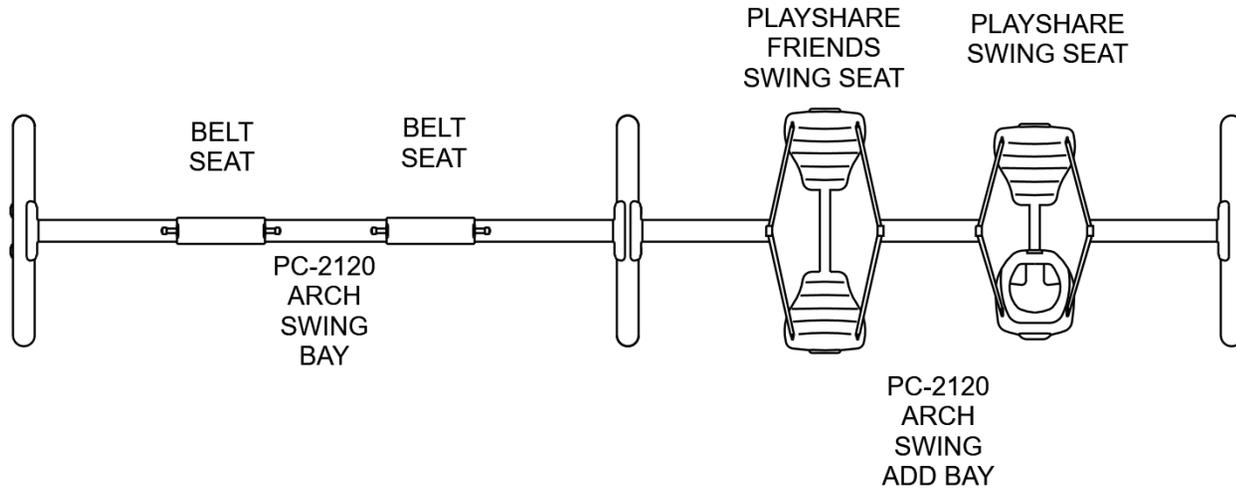
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	4/0	1/0
CHILD CAPACITY	6	MAX FALL HEIGHT	96	

FOR KIDS
AGES
5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # SWG2120+AB
PROJECT # PWG2649622A-1
DATE 1/15/2026

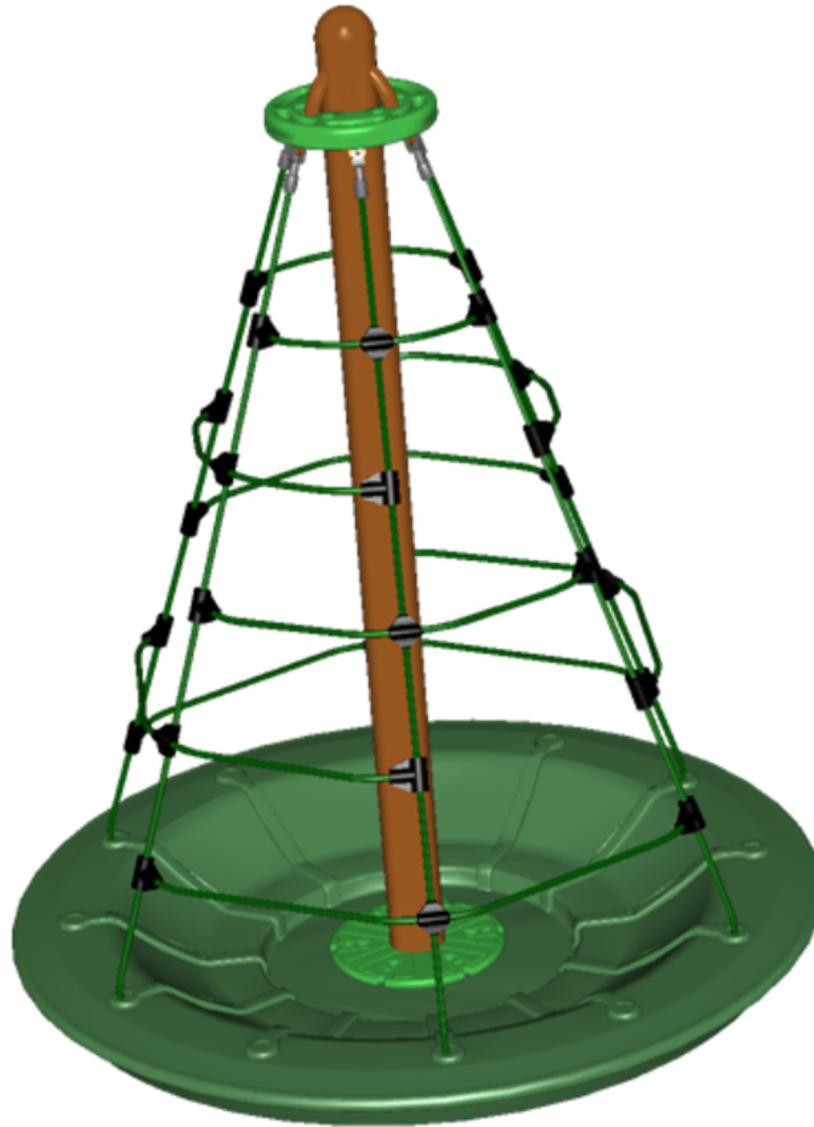
The PlayWell Group, Inc.

MIN. USE ZONE 36' x 30' (10.911m x 9.144m)



Ridgeview Park - Opt #1
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE # FRE2476
PROJECT # PWG2649622A-1
DATE 1/15/2026

Ridgeview Park - Opt #1

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

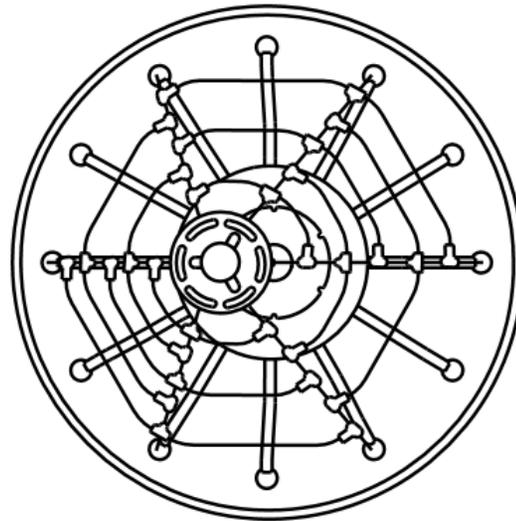
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	1/0	1/0
CHILD CAPACITY	8	MAX FALL HEIGHT	96	

FOR KIDS
AGES
5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 2476
SPIN
MAX
TOWER

STRUCTURE # FRE2476
PROJECT # PWG2649622A-1
DATE 1/15/2026

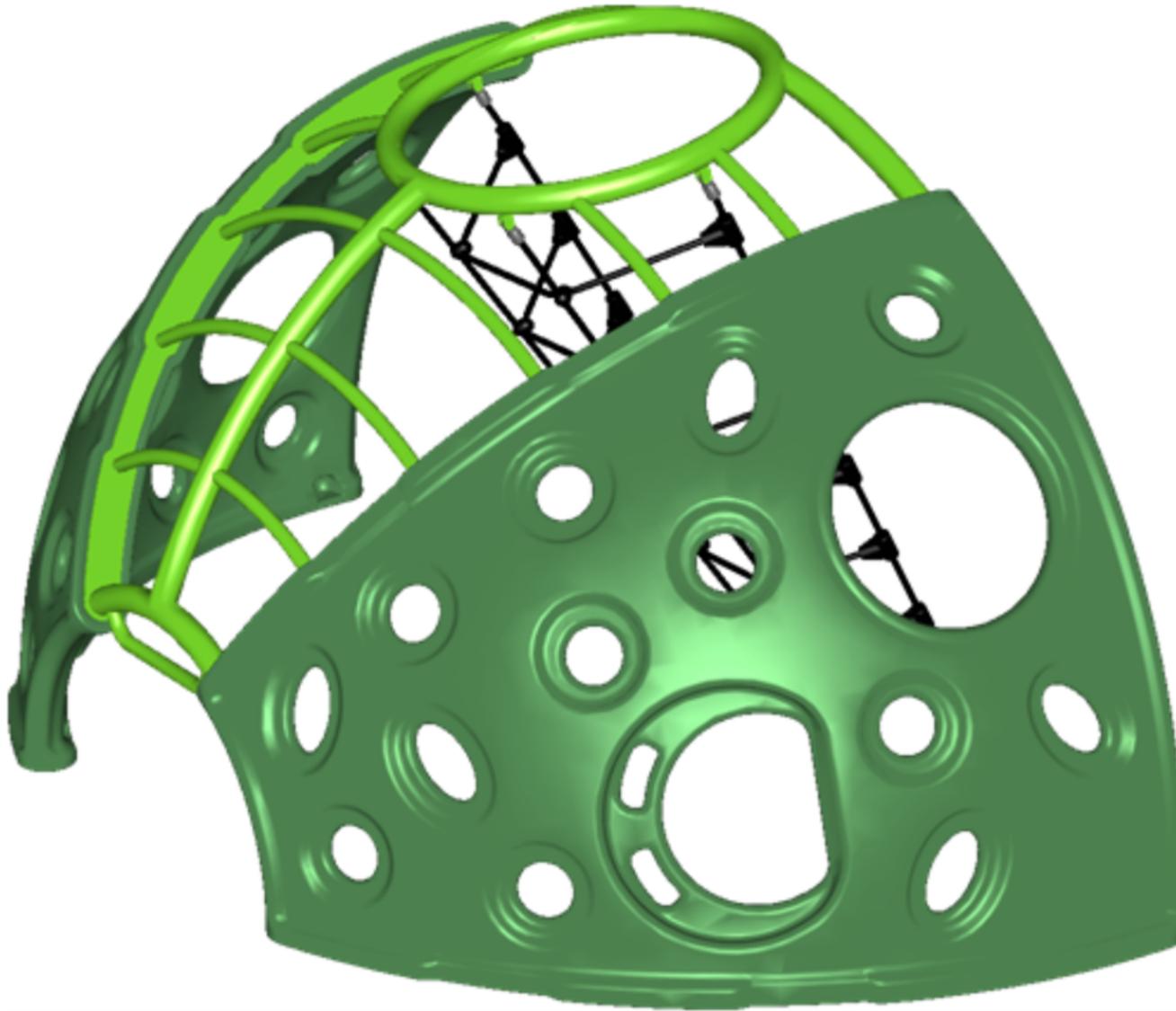
The PlayWell Group, Inc.

MIN. USE ZONE 19' x 19' (5.517m x 5.524m)



Ridgeview Park - Opt #1
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE # FRE1906H
PROJECT # PWG2649622A-1
DATE 1/15/2026

Ridgeview Park - Opt #1

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

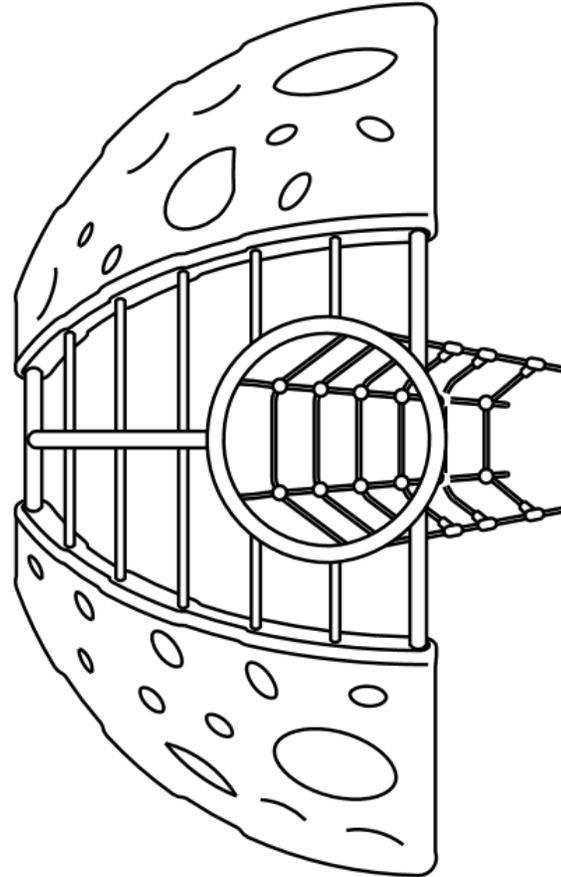
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	1/0	1/0
CHILD CAPACITY	6	MAX FALL HEIGHT	60	

FOR KIDS
AGES
5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 1906-H
THUNDER
HALF
WEDGE

STRUCTURE # FRE1906H
PROJECT # PWG2649622A-1
DATE 1/15/2026

The PlayWell Group, Inc.

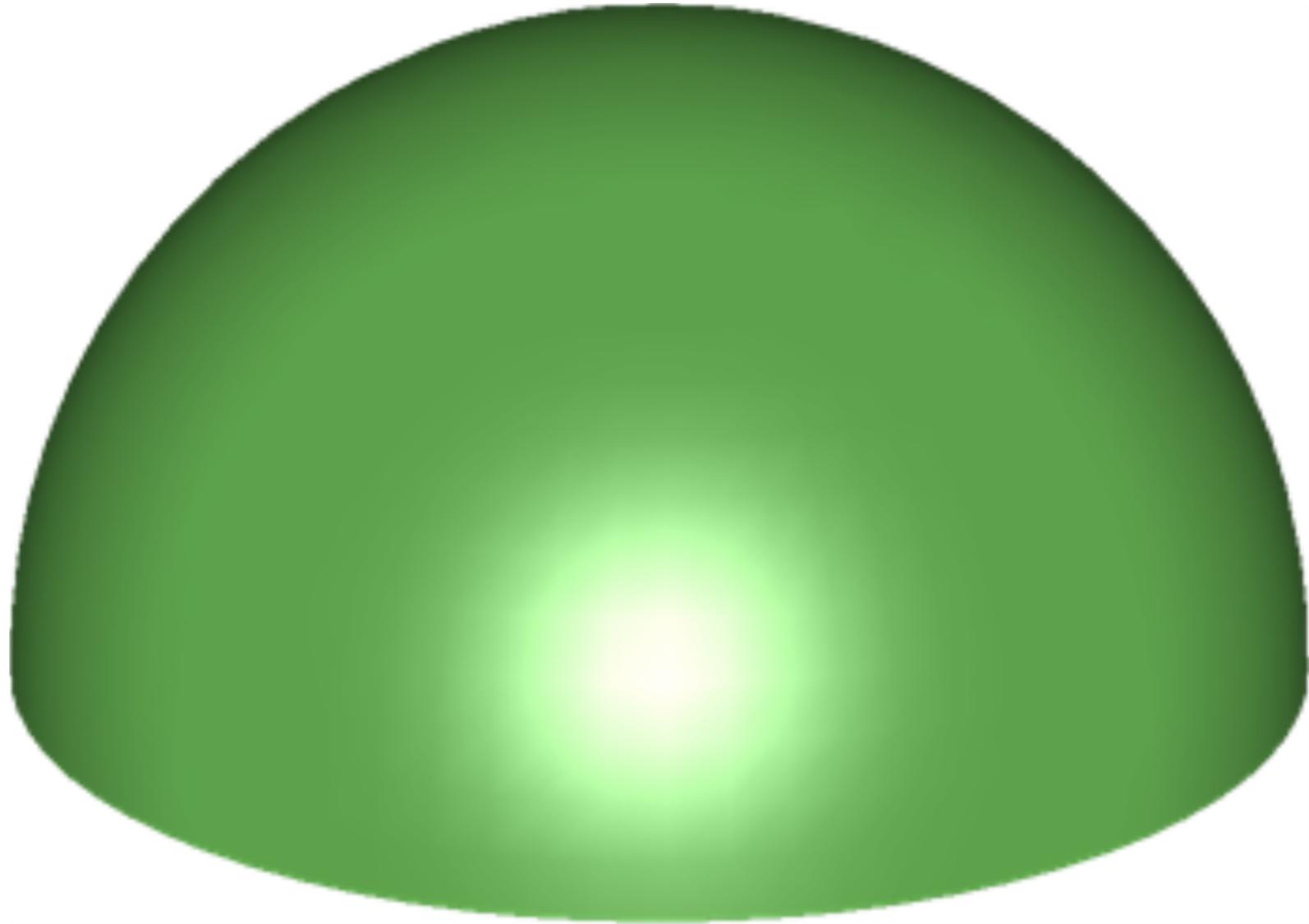
MIN. USE ZONE 19' x 23' (5.675m x 6.829m)



Ridgeview Park - Opt #1
SW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE # R509A42CA
PROJECT # PWG2649622A-1
DATE 1/15/2026

Ridgeview Park - Opt #1

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

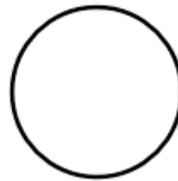
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0
CHILD CAPACITY	1	MAX FALL HEIGHT	12	



GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



**FLEX Ball,
20in Half
(Premium)**

STRUCTURE # R509A42CA
PROJECT # PWG2649622A-1
DATE 1/15/2026

The PlayWell Group, Inc.
MIN. USE ZONE 14' x 14' (4.166m x 4.166m)



Ridgeview Park - Opt #1
SW VIEW



STRUCTURE # STA1306
PROJECT # PWG2649622A-1
DATE 1/15/2026

Ridgeview Park - Opt #1

TOP VIEW - 0

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0
CHILD CAPACITY	0	MAX FALL HEIGHT	0	

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.


1306 AGE
APPROPRIATE
SIGN

STRUCTURE # STA1306
PROJECT # PWG2649622A-1
DATE 1/15/2026

The PlayWell Group, Inc.
MIN. USE ZONE 0' x 0' (0m x 0m)



Ridgeview Park - Opt #1

Project # PWG2649622A-1

Date 1/15/2026

Item / Part Number	Description	Qty
[R50F0C33A]		
HS-1004-R	Collars	58
A2-2430	Boardwalk, Curved (90 Degree)	1
S-1016-R5-16ft	Post, 16ft R5	6
S-1209-60IW	Infinity Transfer Station, 72in-R	1
S-1261-R5F	Climber, Flow	1
S-1286-R5	Climber, Arched Wall	2
S-1293-R5	Net Tower Ladder	6
S-1301-IUD3175	Wall, Infinity (Above Panel, Steel Roof)	1
S-1301-R5	Wall, Steel 36in (Standard)	1
S-1309-2-R5	Half Walls (Pair) R5	1
S-1709-6L-LL	Slide, Portal 72in (L-L, Left)	1
S-1709-6L-RR	Slide, Portal 72in (R-R, Right)	1
S-1803-R5STL	Metal Roof, Hex	1
S-1926-MR5	Center Access Hex Net Deck (72in)	1
S-1961-RV	Tri Pad Seat	5
S-8104-EP	Rope Rush Explorer Panel (Right)	1
S-8104-GP	Rope Rush Games Panel (Left)	1
S-8112	Rope Rush Climb Wall (Left)	2
S-8120	Rope Rush Crawl-Tube Link	1
S-NE-8139	Rope Rush Astro Net (Requires Configuration)	1
[SWG2120+AB]		
A2-131510	Playshare Seat	1
A2-131510-AA	Playshare Friends Swing Seat	1
A2-2120	PC 2120-8ft Arch Swing Bay (2 Seat)	1
A2-2120-AB	PC 2120-8ft Arch Swing Bay (2 Seat) AB	1
A2-313010	Belt Seat	2
[FRE2476]		
A2-2476	PC 2476 Spin Max, Tower	1
[FRE1906H]		
A2-1906-H	PC 1906-H Thunder Half Wedge	1
[R509A42CA]		
A2-2321-20HEPDM	FLEX Ball, 20in Half (Premium)	1
[STA1306]		
A2-1306	1306 Safety Sign (5-12, Roto)	1

EXHIBIT C
INSURANCE REQUIREMENTS

City and County of Broomfield 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



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Kathryn Lynip

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6E
Subject: Ordinance - First Reading - Change Library Fees

- Ordinance No. 2298 Change Library Fees

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

[View Correspondence](#)

[View Presentation](#)

The Broomfield Library staff and Library Board propose amendments to the Broomfield Municipal Code chapter 2-52 to eliminate all pending and future replacement fees for lost and damaged materials, including books, media, and technology devices. In alignment with Colorado Public Library Standards, this change reflects our dedication to both social equity and improved operational efficiency.

Attachments

[Memo for Removal of Library Material Replacement Fines and Fees \(2\).pdf](#)

[Ordinance No. 2298.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The Broomfield Library is a hub of community life where people connect and learn with each other and enjoy free access to information for all. In 2025, the library welcomed 226,526 visitors through its doors to browse, checkout or return materials, participate in programs, join community gatherings and meetings, and enjoy private study rooms. The library recorded over 700,000 physical and digital checkouts from a diverse collection ranging from traditional books to modern essentials like WiFi hotspots and specialized kits. With 8,426 new patron registrations in 2025, these metrics underscore the library's essential role in supporting the social, educational, and civic fabric of Broomfield.

Under the current municipal code, the Broomfield library collects damage and lost material fines and fees for young adult and adult library materials of all formats. Library users are fined in the amount equal to the library catalog price or default fee for items, plus a \$5.00 processing fee.

The Broomfield Library staff and Library Board propose amendments to the Broomfield Municipal Code chapter 2-52 to eliminate all pending and future replacement fees for lost or damaged materials, including books, media, and technology devices. In alignment with [Colorado Public Library Standards](#), this change reflects our dedication to both social equity and improved operational efficiency. Research and patron feedback demonstrate that fees create barriers for lower-income families, immigrants, and non-English speakers. By removing these financial hurdles, the library will refocus staff resources away from low-return administrative tasks and toward community engagement, ensuring the library remains an accessible hub for educational, social, and recreational growth.

This proposal represents another step in a multi-year strategic effort to increase accessibility. Since 2019, the library has systematically reduced barriers by eliminating overdue fines (2019), ending the use of collection agencies (2020), and removing replacement fees for children's materials (January 2022). Notably, since the 2022 change, the library has seen a consistent decrease in lost and damaged items across all age groups, demonstrating that removing financial barriers has not compromised the integrity of the collection. Patrons have responded with appreciation, particularly parents, who are relieved to learn that there are no financial risks to using the children's library. One patron remarked, "Wow, you all really want kids to read here!" The shift has also allowed staff to prioritize community-building over fee enforcement.

Transitioning to a fee-free model reflects organizational and operational excellence and fiscal responsibility. The current system requires a disproportionate amount of staff time and resources for a limited financial return. For 2026, the library projected only \$3,000 in fee revenue and the total fee revenue collected in 2025 was \$2,107.61. The library already budgets to replace items and does not rely on this fee revenue to maintain the collection. Furthermore, the estimated administrative costs—including staff labor and credit card processing fees—are projected to exceed \$5,000 in 2026. Expanding this policy to all materials eliminates this net loss, maximizes the value of staff time, and ensures a fully equitable experience for every member of the Broomfield community.

Financial Considerations

Revenue from fines and replacement fees for young adult and adult materials has amounted to less than 0.3% of the Library's annual operating budget over the past five years. The Library did not experience negative financial impacts after removal of replacement fees for children's materials in 2021.

Library Revenue Budget Adjustment (05-63100-45120)

-\$3,000

Prior Council or Other Entity Actions

November 9, 2021 - [Ordinance 2166](#) was adopted, amending Chapter 2-52 of the Broomfield Municipal Code and removing replacement fees for Children's items.

September 11, 2018 - [Ordinance 2074](#) was adopted, amending Chapter 2-52 to remove late fees from all items.

In June 2016, [Ordinance 2025](#) was adopted, amending various sections of the Public Library Ordinance 2-52 due to outdated or inaccurate language, as well as a decrease in the amounts assessed for overdue fines.

In Feb 11, 2003, [Ordinance 1707](#) was adopted, amending Section 2-52-080 - Fines for overdue, damaged or lost materials to update amounts and materials covered.

Various other amendments were adopted in 1985, 1996, 1999, 2000, 2001, and 2002 mainly regarding changes to fines

Boards and Commissions Prior Actions and Recommendations

On September 4, 2025 the Broomfield Library Advisory Board recommended the Broomfield Library no longer charge fees for all lost and damaged materials.

Proposed Actions / Recommendations

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

That Ordinance 2298 be adopted on first reading and ordinance published in full, and that a public hearing and second reading be held on April 14, 2026.

Alternatives

Make no changes to the Broomfield Municipal Code. Fees will continue to be assessed on damaged and lost young adult and adult items.

Change the Broomfield Municipal Code to remove replacement fees for young adult items only and continue to assess fees on adult items.

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. 2298

An ordinance amending Chapter 2-52 Public Library regarding the assessing and collecting of fines and fees for lost and damaged library materials.

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

Section 1.

Section 2-52-070, -080, and -100 of Chapter 5-52 - Public Library of the Broomfield Municipal Code is hereby repealed:

Chapter 2-52 - Public Library

~~2-52-070 - Willful retention of library materials and penalty for violation.~~

~~It shall be a misdemeanor for any person to willfully retain any book, newspaper, magazine, pamphlet, manuscript, or other property belonging to the public library for thirty days after notice in writing to return the same, said notice given after the expiration of the time that by the rules of the public library such article or other property may be kept and, upon conviction thereof, such person shall be punished by a penalty as provided in chapter 1-12, B.M.C.~~

~~2-52-08070 - Fines for overdue, damaged, or lost materials.~~

The library department ~~may shall~~ collect and library users shall pay fees for damaged and lost materials up to the catalog price of the item. **The library shall not collect fines or fees for overdue items.** ~~in accordance with the following schedule. The fee schedule will be reviewed periodically in order to maintain reasonable alignment with fees assessed by other members of the Flatirons Library Consortium (FLC) operating within the FLC shared library catalog.~~

~~(A) Damaged items. A person returning an item which has been damaged while in such person's possession may be fined in the amount equal to the library catalog price or default fee for the item, plus a \$5.00 processing fee.~~

~~(B) Lost items. An item is determined to be lost if it is thirty days overdue. A person who loses an item, or who does not return an item within thirty days of written notice to do so shall be charged a replacement fee in the amount of the library catalog price of the item, plus a \$5.00 processing fee.~~

~~(C)Default replacement costs. If an item which is lost or irreparably damaged is not listed in the library catalog, a default fee shall be assessed in the amount of \$10.00 for a mass trade paperback or periodical, and \$20.00 for all other items, plus a \$5.00 processing fee per item.~~

~~(D)Damage and lost fees for children's materials. No fees will be assessed for lost or damaged children's materials of all formats. Children's materials are defined as having the location code "mdj" or other such library code or designation consistent with library policies.~~

~~2-52-100 – Failure to pay fee or fines.~~

~~If any person has a billed item and is assessed a replacement fee, that person shall not be entitled to use their library card once the fee reaches \$30.00 or more until such fees are paid in full.~~

Section 2.

Any outstanding and unpaid library fees, fines, or assessments for overdue, damaged, or lost materials as of the effective date of this ordinance are eliminated.

Section 3.

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

Introduced and approved after first reading on February 24, 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: Nancy Rodgers

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6H
Subject: Request for Executive Session Regarding Broomfield Town Square

Goals: N/A

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

The City and County Attorney requests Council hold an executive session for the purpose of obtaining legal advice and instruction to negotiators regarding Broomfield Town Square (BTS). The executive session is proposed to be held on February 24th, 2026 to take place immediately following the regular council meeting.

Attachments

[Memo Executive Session Requesting Legal Advice and and Instruction to Negotiators Regarding BTS.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The City and County Attorney requests Council hold an executive session for the purpose of obtaining legal advice and instruction to negotiators regarding Broomfield Town Square (BTS) development and the request by the developer to waive application of Section 17-38-225 of the Broomfield Municipal Code related to the approved BTS Site Development Plan. The executive session is proposed to be held on February 24th, 2026 to take place immediately following the regular council meeting.

An executive session is permitted under C.R.S. § 24-6-402(4)(b) and (e) (legal advice, and instruction to negotiators) and requires an affirmative vote of 2/3rds of the quorum present.

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

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

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That the City Council schedule an executive session to be held on February 24, 2026, immediately after Council's regular council meeting, for the purpose of obtaining legal advice and providing instruction to negotiators regarding Broomfield Town Square as permitted by C.R.S. § 24-6-402(4)(b) and (e).

Alternatives

Deny the motion and not schedule the executive session.



BROOMFIELD CITY COUNCIL

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

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6G
Subject: Resolution - Approving an Amendment to Council Procedures and Rules of Order

- Resolution XX Approving an Amendment to Council Procedure and Rules of Order

Goals: N/A

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

A resolution approving amendments to Council Procedures and Rules of Order regarding the voting threshold for Council's position on legislation and regarding the expansion of the budget-exclusive study session to include budget-related items.

Attachments

[Memo for Amendments to Council Rules - 2026.pdf](#)

[Resolution - Council Rules Update 2026.pdf](#)

[PROPOSED Council Rules - Feb 2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Pursuant to [Section 5.1](#) of Broomfield’s Charter, Council determines its own rules of procedure governing meetings. The current Council Rules can be found on the [Broomfield’s website](#).

Council Rules contain certain requirements related to Council’s adoption of a position on state or federal legislation and related to holding budget-specific study sessions. These provisions were discussed during the Council Focus Session on February 7, 2026. At that time, Council directed staff to prepare two changes to these provisions.

The first change amends Section 9.3(B)(2) to modify the voting threshold for Council to take position on legislation from two-thirds of the members of the entire Council to a simple majority of the members of the entire Council.

The second change amends Section 10.2(A) to expand the purpose of the study sessions that are currently dedicated “exclusively” to the budget to also allow for the discussion of items related to the budget. The budget requires a comprehensive understanding of various financial components. Expanding the purpose of the “exclusive” budget study sessions to also permit the discussion of budget related items will support a thoughtful and sequenced budget review process.

Financial Considerations

N/A

Prior Council or Other Entity Actions

The original Council Procedures and Rules of Order were adopted in 1976 by Resolution No. 5-76, and has been amended by Council over the years, as noted on page one of the Council Rules. Below are the three most recent amendments:

[December 12, 2023](#) - Council approved Resolution No. 2023-88 adopting a change to the agenda order due to new agenda and meeting management software, and to update certain sections to be in line with current practice.

[April 30, 2024](#) - Council approved Resolution 2024-69, making multiple amendments to Council Procedures and Rules of Order following Council’s March 1, 2024 focus session and April 2, 2024 study session.

[June 11, 2024](#) - Council approved Resolution 2024-85, amendments to Council Procedures and Rules of Order regarding rules of decorum for public meetings.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2026-21 be adopted.

Alternatives

Reject some or all of the changes.

RESOLUTION NO. 2026-21

A resolution approving an amendment to Council Procedures and Rules of Order regarding legislation positions and budget study sessions

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

Section 1.

Section 9.3: Council's Process for taking positions on legislation of the Council Rules is amended as follows:

(B) Via email, the Mayor and/or any councilmember can request a piece of legislation or ballot initiatives be considered for Council's support or opposition.

(1) Requests should be submitted to the City and County Manager and include the Mayor and all Councilmembers by noon the Wednesday prior to the meeting, in order to meet the agenda schedule.

(2) At a meeting, a ~~two-thirds~~ simple majority of the members of the entire Council may direct a position of support, or opposition.

Section 2.

Section 10.2: Annual Budget of the Council Rules is amended as follows

10.2 Annual Budget

A study session shall be held in the late spring/early summer each year at which a draft budget for the upcoming year shall be discussed. This study session shall be dedicated exclusively to the budget discussion **and related items**, and shall be scheduled at the discretion of the Mayor, with the assistance of the Mayor Pro Tem and the City and County Manager.

A minimum of two study sessions shall be held each August/September, prior to formal Council action on the upcoming year's budget. They shall be scheduled at the discretion of the Mayor, with the assistance of the Mayor Pro Tem and the City and County Manager. These study sessions shall be dedicated exclusively to annual budget presentations and discussions, **and related items**.

Section 3.

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

Approved on February 24, 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

COUNCIL PROCEDURES AND RULES OF ORDER

BROOMFIELD COUNCIL

CITY AND COUNTY OF BROOMFIELD, COLORADO

Effective as of _____

Adopted April 12, 1976
(Resolution 5-76)

Amended December 11, 2018
(Resolution 2018-219)

Amended April 13, 1982
(Article III, 3.11)

Amended March 17, 2020
(Resolution 2020-108)

Amended December 10, 1985
(Resolution 175-85)

Amended May 5, 2020
(Resolution 2020-128)

Amended April 11, 1989
(Resolution 17-89)

Amended June 22, 2021
(Resolution 2021-92)

Amended March 26, 1991
(Resolution 39-91)

Amended August 10, 2021
(Resolution 2021-135)

Amended June 29, 1993
(By Motion)

Amended December 12, 2023
(Resolution 2023-88)

Amended January 28, 1997
(Resolution 21-97)

Amended April 30, 2024
(Resolution 2024-60)

Amended October 28, 2008
(Resolution 2008-197)

Amended June 11, 2024
(Resolution 2024-85)

Amended June 10, 2014
(Resolution 2014-85)

Amended _____
(Resolution 2026-__)

COUNCIL PROCEDURES

I. CHARTER

These Council Procedures are established in accordance with the Charter for the City and County of Broomfield (“Charter”).

These Procedures and Rules of Order apply to the current Council in working with the City and County administration. As a living document, the Procedures and Rules of Order will be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at other times when appropriate to ensure that it remains current and continues to be a useful guide to the Mayor, members of Council, and the City and County administration.

II. COUNCIL MEETINGS

2.1 Presiding Officer

As provided in the Charter, the Mayor or the Mayor Pro-Tem shall be the presiding officer at Council meetings. If both the Mayor and Mayor Pro-Tem are absent from a meeting of Council, the City and County Clerk shall call the meeting to order and call roll. The majority of Councilmembers present shall then elect a Temporary Chair who shall be the presiding officer.

2.2 Regular Business Meetings

Regular business meetings are those meetings in which Council is expected to take formal action on a matter, either by ordinance, resolution, or motion. The Council shall hold regular business meetings on the second and fourth Tuesday of each month at 6:00 p.m. in the Council Chambers at the Municipal Building, unless the approved Council calendar establishes a different schedule. The Mayor and/or a Councilmember(s) may attend regular business meetings electronically as provided for in Section VII. The Council may reschedule regular business meetings, upon a majority vote of the entire Council. With the consent of a majority of the entire Council at a regular business meeting, study session, or by email, and with full and timely notice to the public, individual Council meetings may be scheduled for an early start to begin at 5:00 p.m. Business meetings shall be recorded and electronically broadcasted/live-streamed.

2.3 Special Meetings

Special meetings of the Council may be called in accordance with sections 5.2 and 5.3 of the Charter. The Mayor and/or a Councilmember(s) may attend special meetings electronically as provided for in Section VII.

2.4 Study Sessions Meetings

Study session meetings are those meetings in which Council will not be taking formal action on a matter, either by ordinance, resolution, or motion. Study session meetings can be held concurrently with a regular business meeting or special meeting so long as the agenda is clear on the subject matter and items for consideration.

Study sessions may be held on days established by the approved Council calendar and may be called by the Mayor at any time or by the majority vote of the Councilmembers present at any regular business meeting or Special meeting. Council declares that study sessions shall be held to allow Council to investigate and study issues and topics that may come before it and shall serve as a means by which Council may engage with staff and each other related to these particular topics. The City and County Manager may schedule study sessions upon notice to Council. The City and County Clerk shall use diligent effort to give advance notice to each Councilmember of the time and purpose of the meeting, provided that notice will not be necessary for a study session called at a regular business or special meeting at which a quorum is present. The Mayor and/or a Councilmember(s) may attend study session meetings electronically as provided for in Section VII. Study sessions shall be recorded and electronically broadcasted/live-streamed.

The parliamentary rules and other rules governing meetings of the Council shall be relaxed during Study Session, subject to the discretion of the Presiding Officer.

2.5 City and County Clerk - Minutes

(A) The City and County Clerk, or the Clerk's designee, shall attend and shall keep the minutes of each regular business or special meeting of the Council in accordance with the Charter.

(B) Before each regular meeting of the Council, the City and County Clerk shall cause to be delivered to each Councilmember a copy of the minutes of the preceding regular business and/or special meeting.

(C) Minutes will not be read if each Councilmember has been provided with a copy of the minutes in advance of the meeting at which they are to be approved.

(D) Minutes shall be signed by the Presiding Officer and by the Clerk of the meeting for which the minutes are approved.

2.6 Order of Business – Agenda – Regular Business Meetings

(A) The order of business for regular business meetings of the Council will generally be:

- (1) Meeting Commencement, Petitions, and Communications, Mayor and Councilmember Reports
- (2) Public Comment
- (3) Reports
- (4) Consent Items
- (5) Action Items, which will include the Legislative Report as the last item

- (6) Councilmember and Mayor Requests for Future Action
- (7) Adjournment

(B) The Presiding Officer may vary from the order of business if the majority of Councilmembers present approve varying the order of business. This would be expected to be done upon the Review and Approval of Agenda.

(C) Preceding each regular business meeting of the Council, the Mayor, with the assistance of the Mayor Pro Tem and the City and County Manager, shall prepare a written Agenda showing the order of business. The City and County Clerk shall cause the Agenda to be delivered to the Mayor and to each Councilmember on or before 5:00 p.m. on the Wednesday prior to the meeting, and shall post the Agenda in accordance with the Colorado Open Meetings Act.

(D) The Mayor and Councilmembers are encouraged to prepare and submit questions for staff about a matter in advance of the meeting. Responses sent to Council by staff prior to the meeting shall be added to the correspondence folder on that matter, with the exception of questions and responses that are privileged and confidential.

(E) During Council's consideration of any matter, Councilmembers should refrain from speaking more than twice on a matter, and should not speak a second time until all Councilmembers have had an opportunity to speak once. The Presiding Officer may speak once and last on a matter.

(1) When possible, Councilmember comments/communications should be limited to five minutes per individual, per item.

(2) If Councilmembers are given an opportunity to speak for a second time on an item, they should limit their comments/communication to two minutes.

(F) With regard to requests from Councilmembers and the Mayor for future action, requests should be submitted to the Mayor, Councilmembers, and City and County Manager's office by noon the Wednesday before the meeting, so that appropriate public notice can be posted, as required by law. Members wanting to submit a request are encouraged to vet their idea and talk to staff and other members individually prior to bringing a request forward. A member or members making a request will have 5 minutes to present on their request. If a majority of Councilmembers support a motion to move the matter forward, then the matter will be either put on the next available study session or business meeting depending on the direction from Council.

2.7 Reasonable Accommodation

Upon request of the Mayor or a Councilmember, the City and County will provide reasonable accommodations for the Mayor or Councilmember to continue performing their official duties while they are disabled, as defined in the Americans with Disabilities Act and Colorado Civil Rights Act, as amended, or when a situation arises that would qualify for accommodation under the federal Family Medical Leave Act, Colorado's Pregnant Workers Fairness Act, Colorado's

Workplace Accommodations for Nursing Mothers Act, or other applicable laws, as amended, unless such accommodation would constitute an undue hardship or direct threat to the City and County. Such accommodations may include temporary modification of these Rules without the need for Council approval to allow for the continuation of the performance of duties, including participation in and voting in Business Meetings, Special Meetings, Study Sessions, and Executive Sessions.

III. PARLIAMENTARY PROCEDURE

3.1 Parliamentary Authority

Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the Council and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Charter or these Procedures.

3.2 Voting

Every Councilmember present, when a question is put, shall vote either “Yes,” or “No,” unless excused from voting in accordance with Section 5.5(c) or Section 6.3 of the Charter.

3.3 Amendments to Resolutions and Ordinances - Non-Quasi Judicial

(A) Councilmembers are strongly encouraged to distribute any proposed amendments or the concept of a proposed amendment to Council and staff as far in advance as possible.

(B) A Councilmember intending to introduce an amendment to a proposed non quasi-judicial resolution or ordinance must send a notification about the amendment by email to all members of Council, with a copy to the City and County Manager and the City and County Attorney, no later than 12:00 p.m. (noon) on the day prior to the day of any Council meeting where the resolution or ordinance is scheduled for a vote (including second reading and reconsiderations). Councilmembers are encouraged to distribute specific amendment language, but this is not required to meet the requirements of this section.

(C) Councilmembers are discouraged from making amendments to the terms and conditions of a contract presented to Council, via resolution, for approval. Instead, Councilmembers are encouraged to either reject the proposed resolution or postpone the matter, providing staff with sufficient direction to renew negotiations with the vendor, if appropriate, and/or gather more information.

(D) An amendment distributed by the deadline stated in this section requires a motion and a second for introduction. An amendment that is not distributed by the deadline stated in this section may only be introduced by a two-thirds vote of the Councilmembers present at the meeting. If an amendment is not introduced because it failed to get the two-thirds vote required for introduction, the Councilmember is permitted to attempt to reintroduce the amendment at a

future meeting, if applicable, in accordance with this section. All other matters related to amendment shall follow the procedures set forth in Robert's Rules of Order.

(E) On each motion to amend, the motion sponsor shall have no more than three minutes to present their motion. After which, the Mayor and Councilmembers shall have no more than one minute each to speak on the motion. The motion sponsor shall then be recognized for no more than one minute for final remarks on the motion.

(F) A non quasi-judicial ordinance that is amended in substance at the second reading shall not be ripe for final approval. The ordinance, as amended and approved on second reading, shall be published in full and the ordinance shall be introduced at Council a third time at a meeting with a public hearing no earlier than seven days after second reading for final approval, rejection, or other action taken by vote of the Council. The ordinance may not be further amended in substance during the third reading. What is a substantive amendment will be determined by the City and County Attorney.

(G) These advance notice deadlines do not apply to items on the agenda of a special meeting called with less than a week's notice to Council. This section does not apply to quasi-judicial items where conditions of approval for the action may arise from the hearing on the matter.

3.4 Reconsideration

After the decision on any question, any Councilmember who voted with the prevailing side may move for a reconsideration of any action at the same or at the next succeeding regular business meeting; provided, however, that an action of the Council authorizing or relating to any contract may be reconsidered at any time prior to the final execution thereof. A motion to reconsider may be seconded by any Councilmember and shall require a majority vote of the Councilmembers in office for adoption. After a motion to reconsider has been once voted on and lost, it shall not be introduced again except by unanimous consent of the Council.

3.5 Recess - During Meeting

The Presiding Officer may, at any point in the Agenda, declare a recess for a specified time.

3.6 Time of Adjournment

All Council meetings (including regular business meetings, special meetings, study sessions, and executive sessions) shall be adjourned by 11:00 p.m. and no new agenda item shall be introduced after 10:30 p.m. Any agenda items that haven't been addressed or that are still under discussion at 11:00 p.m. shall be continued to the next regularly scheduled meeting. Notwithstanding the above, prior to adjournment a majority of Councilmembers present may vote to extend the time for a current discussion or to address additional agenda items.

IV.
PUBLIC HEARING - PROCEDURES

4.1 Procedure

Public hearings will be conducted in accordance with the following procedures:

(A) The Presiding Officer will:

- (1) Declare the public hearing open;
- (2) Announce the public hearing procedures;
- (3) With the consent of Council, establish reasonable time limits for the hearing and reasonable time allocations therein;
- (4) Ask for an introductory presentation by the City Administration, if appropriate;
- (5) Ask for the petitioner's or applicant's presentation, if appropriate;
- (6) Ask for public comment on the item.

(B) For those matters that have an application or a petition, each side of an issue will be given an opportunity to be heard and to present their case.

(C) Any person speaking or presenting any information at the hearing may be questioned by the Council and by the administration.

(D) Following questions from Councilmembers, the Presiding Officer will declare the public hearing closed and the matter will be remanded to the Council for consideration.

V.
RULES OF DECORUM/ADDRESSING THE COUNCIL/PUBLIC COMMENT

5.1 COUNCIL'S INTENT FOR RULE OF DECORUM.

“Council meetings” means all business meetings, study sessions, focus sessions, and special meetings of Council. It can include legislative updates, committee meetings, and town halls that are noticed as a public meeting of the Council.

All Council meetings are open to the public. The public's participation is welcomed at Council meetings during the time and in the manner set forth in these rules. The intent of these rules is to:

(A) Provide a safe and secure setting for Council, the public, and staff to attend to Broomfield's business;

(B) Enable Council to conduct its deliberative process without interruption in a manner that can be heard and viewed by all in attendance and recorded for the simultaneous or later viewing by the public;

(C) Ensure that the public has a full opportunity to be heard during public hearings and public comment periods during Council meetings;

(D) Facilitate transparency in the conduct of Council meetings so that all persons have the opportunity to observe and hear all of the Council discussion and votes;

(E) Limit interruptions, unreasonable delay or duplication of comments, presentations or discussion;

(F) Develop an atmosphere of civility that is respectful of diverse opinions; and

(G) Balance the need for the Council to conduct effective meetings without the meetings extending late into the night or early morning with the need to give a full opportunity for the public to be heard.

5.2 PUBLIC COMMENT.

On all matters before Council during a regular business meeting, and special meeting, including those items subject to the Public Hearing provisions of these Procedures, members of the public may be allowed to speak, subject to reasonable time limits and sign up requirements imposed by the Presiding Officer. At regular and special meetings, individuals may comment on general items not on the agenda during the public comment period and individuals may comment on agenda items during the time for public comment on that agenda item. Individuals may be permitted to address Council during study session meetings with a public comment portion (eg: concept reviews). Each person addressing the Council may be asked to give their name and neighborhood or city/county of residence for the record, shall state the subject they wish to address, and shall limit the address to a reasonable time. The Presiding Officer, with the general consent of Council, may limit the time of any and all addresses.

5.3 DECORUM OF THE PUBLIC. During Council meetings, the following rules apply to the public:

(A) The speaker must introduce themselves and make all remarks to Council at the designated microphone and only after the Presiding Officer recognizes the speaker.

(B) An attendee at a Council meeting may not disrupt, disturb or otherwise impede the orderly conduct of the meeting, including failing to obey any lawful order of the Presiding Officer to be seated, to refrain from addressing Council or to leave the meeting room.

(C) An attendee at a Council meeting may not threaten or attempt to intimidate any other person present at the Council meeting.

(D) In accordance with the fire code occupancy limits and to allow for a safe exit, unless addressing the Council or entering or leaving the room, an attendee must remain seated in the seats provided for the audience or in wheelchairs or other assistive devices. Examples of safety or code violations include blocking, sitting, lying or standing in a manner that interferes with doors, aisles or ramps or entering the well of the Council Chambers without prior authorization. People speaking at the podium, police officers in the performance of their duties, and staff members in the performance of their duties may stand, but should not block doors or aisles.

(E) An attendee must silence their cell phone, pager, tablet, computer or any other electronic device so as to avoid disrupting the meeting.

(F) Animals are prohibited in Council chambers or meeting rooms. Service animals under the ADA are permitted. Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices.

(G) Signs and posters are not permitted during Council meetings.

5.4 ENFORCEMENT OF PUBLIC DECORUM. The Presiding Officer of Council is responsible for maintaining the order and decorum of meetings. These enforcement rules are in addition to the authority held by any other peace officer or fire marshal in attendance.

(A) If an attendee fails to follow the rules in this section, the Presiding Officer may announce that the attendee has failed to follow the decorum rules and order the attendee out of Council Chambers or the meeting room.

(B) The Presiding Officer may interrupt any speaker who is violating the rules of decorum or otherwise disrupting a meeting.

(C) The Presiding Officer should attempt to provide a verbal warning to any attendee that is violating the rules of decorum, but the verbal warning is not required as a condition of ordering the attendee from the Council Chambers or meeting room if there is imminent threat or danger.

(D) After leaving or being ordered to leave the Council Chambers or meeting room, the attendee may not attend any remaining portion of the meeting from which the attendee was ordered to leave without permission granted upon motion adopted by a majority vote of the Council members in attendance.

(E) In addition to any other authority of the Presiding Officer, the Presiding Officer may call a recess during which time the members of the Council may be instructed by the Presiding Officer to leave the Council Chambers or meeting room.

(F) If necessary for the safety of the Council and public, the Presiding Officer may order the Council Chambers or meeting room cleared of all attendees. The meeting may continue

only if the proceedings are televised or otherwise recorded so that they are available to the public.

(G) Nothing in these Rules limits, prohibits, or alters that authority of a police officer to enforce any applicable laws, including but not limited to disturbing the peace, trespassing, harassment, and interference with public employees and officials.

VI. ELECTIONS/ALTERNATES

6.1 Elections

Elections to fill vacancies on Council, to fill the position of Mayor Pro-Tem and to fill positions or vacancies with no available alternates on Boards and Commissions shall be by ballot. The City and County Clerk or designee will count the votes, and the Presiding Officer will announce the results. If none of the candidates receives the required number of votes to be elected on the first ballot, the candidate receiving the fewest votes will be dropped as a candidate unless the elimination of such name (or names in the cases of a tie vote) would leave only one candidate for the office. This process will continue until one candidate receives the required number of votes to be elected. If nominations are closed with no more candidates being nominated than there are positions to be filled, the candidates(s) so nominated shall thereby be appointed and no balloting shall be required. The City and County Clerk shall maintain a record of the vote for Boards and Commissions appointments.

6.2 Alternates

(A) When a regular resident member of a Board or Commission resigns or is removed prior to the end of their term, the alternate member, if any, shall automatically fill the vacancy for the remainder of the regular resident member's term. The alternate position shall remain vacant until such time as the Council elects to fill the vacancy.

(B) For those Boards and Commissions for which an alternate member has been appointed by the Council, the alternate member shall serve in the place of a regular resident member at a Board or Commission meeting when such regular resident member is absent from the meeting.

VII. ELECTRONIC PARTICIPATION RULES OF PROCEDURE FOR COUNCIL MEETINGS

7.1 Purpose

These rules specify the circumstances under which the Mayor and Councilmembers may participate in regular business, special meetings, study sessions, and executive sessions by telephone or other electronic means of participation, such as video-conferencing ("Electronic Participation"). The Mayor or any Councilmember may participate in a meeting of the Council electronically only in accordance with these rules.

7.2 Emergency Situations for Full Remote Meeting

(A) If a quorum is unable to meet at the day, hour, and place fixed by the rules and procedures of the Council because meeting in-person is not practical or prudent due to a health, weather, or other emergency affecting the City and County, meetings may be conducted by telephone, webinar, electronically, or by other means of communication so as to provide maximum practical notice. Meetings may be held electronically if all of the following conditions are met:

(1) The City and County Manager or the Mayor determines that meeting in person is not practical or prudent, because of a health, weather, or other emergency affecting the City and County;

(2) The Mayor and all Councilmembers can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation;

(3) If the regular meeting location is available, members of the public present at the regular meeting location can hear or read all discussion, testimony, and votes, unless not feasible due to the emergency;

(4) All votes are conducted by roll call or by a displayed vote;

(5) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection;

(6) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that the Mayor and Councilmembers may participate virtually, and the right of the public to monitor the meeting from another location; and

(7) Members of the public shall be allowed to submit written comments and may be allowed to be heard virtually if feasible, subject to reasonable limits imposed by the Presiding Officer.

7.3 Individual Electronic Participation by the Mayor or a Councilmember

(A) Electronic Participation by the Mayor and/or a Councilmember shall be allowed at a portion or the entirety of a regular meeting, special meeting, study session, and/or executive session. To arrange Electronic Participation, the Mayor or a Councilmember shall:

(1) Contact the Mayor (or, if the Mayor, the Mayor Pro Tem), City and County Manager, or City and County Clerk in advance of the meeting to determine if an arrangement for such participation via telephone conference or video conference is possible. The Mayor and Councilmembers shall endeavor to advise these individuals of

their intent to participate via Electronic Participation at the earliest possible time and not less than twenty-four (24) hours prior to the requested participation unless due to illness or personal emergency.

(2) Staff and the Mayor/Councilmember attending electronically shall initiate the Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the staff shall make one attempt to re-initiate the connection. If the connection fails, then the Mayor/Councilmember attending electronically will be listed as “absent” that portion of the meeting.

7.4 Conditions for Electronic Participation at Meetings

(A) The Mayor/Councilmember attending electronically is in a physical location with good connectivity (telephone or internet) that is free from distractions.

(B) Video conferencing should be utilized as the first tool for Electronic Participation, with a telephone connection as a back-up.

(C) When using video conferencing for Electronic Participation, the camera should be turned on, especially during Council comments and votes. Members should communicate with the Mayor and staff when they are having issues with their camera, either technological or otherwise.

(D) If the Mayor is participating in a meeting by electronic means and the Mayor Pro Tem is participating in person, the Mayor Pro Tem shall preside over the meeting. If both the Mayor and the Mayor Pro Tem are absent or participating by electronic means, then the Council will select a temporary chair to preside over the meeting pursuant to Section 2.1 of these Rules.

(E) The Mayor/Councilmember participating in an executive session electronically shall have a secure telephone or electronic connection, and certify that they are the only person in the room and that no other person has access to the executive session.

(F) If any member of Council is appearing at a meeting electronically, all votes are conducted by roll call or by a displayed vote.

7.5 Public, if feasible, to be heard virtually.

Members of the public who wish to comment virtually and who do not wish to present photos, maps or other materials shall be allowed to do so in the manner provided on the agenda published for the meeting.

7.6 Quasi-Judicial Hearings by Virtual Participation.

(A) If the City and County decides to allow for a full virtual hearing of a quasi-judicial matter pursuant to 7.2 above, the City and County Manager or designee will advise the applicant of such circumstances and present the applicant with two options for proceeding with the application. The applicant shall authorize the City and County, in writing, to proceed with one of the following options.

(1) Conduct the public hearing under this policy with accommodations made for virtual public participation and waive any legal challenge to the hearing being conducted virtually; or

(2) Suspend scheduling of the applicant's public hearings until such time as the Council has a meeting at which a quorum will be physically present and at which the hearing can be added to the agenda.

(B) The City and County shall hold a full virtual quasi-judicial hearings only if all parties presenting to the Council or involved in the proceeding are able to participate virtually and members of the public are able to be heard virtually. Written evidence and comments shall also be accepted and made part of the record.

(C) Virtual Participation at in-person quasi-judicial hearings by the Mayor or an individual Councilmember(s) is permitted, consistent with these Rules, and does not require the process set forth in (A) and (B) above.

7.7 Effect of Virtual Participation.

The Mayor/Councilmember who participates in a meeting electronically consistent with these Rules shall be considered "present" at the meeting for purposes of establishing a quorum and entitled to vote on matters coming before the Council.

VIII. RULES FOR THE CONDUCT OF COUNCIL

8.1 Be Prepared - Prepare for meetings. Ask questions before meetings to achieve clarity and if additional information is necessary, ask as early as possible to allow for questions to be addressed during the presentation.

8.2 Keep an Open Mind - Leave personal agendas out to achieve the best outcome for Broomfield and make non-partisan decisions. Do not intentionally surprise fellow Councilmembers or staff during meetings.

8.3 Deliberate on the Issues - Speak to the merits of the issue and refrain from attacking or questioning a person's motives.

8.4 Be Respectful - Treat fellow Councilmembers, staff and all persons appearing before the Council with respect.

8.5 Make Fair Council Decisions - Give unbiased consideration to all issues. Once a decision is made, support the work of the body. Do not undermine that decision.

8.6 Social and Traditional Media - When making public statements, it is appropriate for Councilmembers to use social media to explain their position. However, Councilmembers should refrain from using social media to undermine the body by criticizing other Councilmembers and staff for their position or votes on matters before Council.

8.7 Staff Direction - Except for the purpose of inquiry, the Council, its members, the Mayor and any Council committee shall deal with the administrative service solely through the City and County manager and neither the council, its members, the mayor, nor any council committee thereof shall give orders to any of the subordinates of the City and County manager.

IX. PROCEDURES FOR REVIEW OF STATE LEGISLATION

9.1 Prior to each year's State Legislative Session:

(A) The Council will meet to determine legislative principles and areas of focus (ex: Transportation, Oil & Gas, Taxation).

(B) Council and staff will work with regional lobbyist organizations to guide partner created legislation on areas of focus.

(C) Council and staff will continue to build partnerships with local state house delegation, regional lobbyist organizations and local governments.

9.2 During the State Legislative Session:

(A) Council will partner with regional lobbyist organizations to take positions on legislation.

(B) Staff or our lobbyist will create regular emails to Council which includes:

(1) Legislation to watch (within our focus areas).

(2) Upcoming Committee Meetings.

(C) Staff or our lobbyist will discuss legislation at Council meetings, informal in-depth meetings as necessary, and when Council requests to consider a position on specific legislation.

(D) Staff, Councilmember(s), or our lobbyist will lobby for or against any piece of legislation that is aligned with Council's priorities in partnership with our lobbyist organizations.

9.3 Council's Process for taking positions on legislation:

(A) During regular Council meetings, legislative items listed in the agenda can be discussed.

(B) Via email, the Mayor and/or any councilmember can request a piece of legislation or ballot initiatives be considered for Council's support or opposition.

(1) Requests should be submitted to the City and County Manager and include the Mayor and all Councilmembers by noon the Wednesday prior to the meeting, in order to meet the agenda schedule.

(2) At a meeting, a ~~two-thirds~~ **simple** majority of the members of the entire Council may direct a position of support, or opposition.

(C) A position directs staff to:

(1) Contact the Broomfield State Delegation to alert them of position.

(2) Engage with the bill sponsor to discuss position and lobby to ensure the best outcome for Broomfield.

(3) Notify the public and media.

(4) Coordinate with Council to testify at committee meetings and craft talking points.

X.

10.1 The Council hereby declares that the annual budgets of the City and County of Broomfield are policy documents

10.2 Annual Budget

(A) A study session shall be held in the late spring/early summer each year at which a draft budget for the upcoming year shall be discussed. This study session shall be dedicated exclusively to the budget discussion **and related items**, and shall be scheduled at the discretion of the Mayor, with the assistance of the Mayor Pro Tem and the City and County Manager.

(B) A minimum of two study sessions shall be held each August/September, prior to formal Council action on the upcoming year's budget. They shall be scheduled at the discretion of the Mayor, with the assistance of the Mayor Pro Tem and the City and County Manager. These study sessions shall be dedicated exclusively to annual budget presentations and discussions, and related items.

(C) Council shall establish, by ordinance or resolution, such budget content guidelines, requirements, and specification as it deems appropriate, consistent with Charter.

XI.
AMENDMENTS

These Rules of Procedure may be amended by a two-thirds vote of the Councilmembers in office.

Adopted the 11th day of April, 1989 and last amended on the 30th day of April, 2024.

ATTEST:

Mayor

Office of the City and County Clerk

APPROVED AS TO FORM:

NCR

City and County Attorney

Effective _____



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Crystal Clemens

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7G
Subject: Appointment of Councilmember to Fill Vacancy

Goals: N/A

Overview

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Background: The Colorado House District 33 seat was vacated at the end of 2025, requiring the District's vacancy committee to select an individual to fill the role. The meeting to select the replacement was held on Monday, January 12, 2026, and Ward 1 Councilmember Kenny Nguyen was selected to fill the vacancy and will serve as the State House District 33 Representative. It is not permissible for individuals to serve concurrently; Councilmember Nguyen resigned from his City Council seat effective January 14, 2026.

Due to the resignation, the Ward 1 Council seat formally held by Councilmember Nguyen is vacant, requiring the City Council to make an appointment of an individual to the seat using the process outlined in the Broomfield Charter.

Attachments

[Memo for Appointment of Councilmember to Fill Vacancy.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Background: The Colorado House District 33 seat was vacated at the end of 2025. On Monday, January 12, 2026, Ward 1 Councilmember Kenny Nguyen was selected to fill the vacancy and will serve as the State House District 33 Representative. It is not permissible for individuals to serve two elected offices concurrently. As a result of that appointment, Councilmember Nguyen resigned from his City Council seat effective January 14, 2026.

Due to the resignation, the Ward 1 Council seat formerly held by Councilmember Nguyen is vacant, requiring the City Council to make an appointment of an individual to the seat using the process outlined in the Broomfield Charter.

Chapter IV, Section 4.7(b) of the Broomfield Charter provides that, “within sixty days after a councilmember vacancy occurs, the remaining councilmembers shall choose by majority vote a duly qualified person to fill such vacancy. The individual selected shall serve until the next eligible general or coordinated election, at which election a successor will be elected to serve out any unexpired portion of the original term remaining.” For this specific appointment, the appointee will serve through November 2026. As part of the November 2026 election, a successor will be elected to serve out the unexpired portion of the term, which expires in November 2027.

Section 4.6 of the Charter states that a qualified individual is a registered elector, resident of the City, and in this specific case, a resident of Ward 1, and cannot be a salaried employee of the City.

Vacancy Process and Timeline: Notice of the vacancy was published on the [City and County’s webpage](#) and in the Broomfield Enterprise with a deadline for applications of February 4, 2026. Click [here](#) to view the applications received by February 4, 2026 at midnight. City Council held a virtual candidate forum on Feb. 18, 2026.

The item before Council this evening is the vote to fill the Ward 1 vacancy through November 2026. Following the appointment, the appointee will be sworn in at the March 3, 2026 City Council meeting.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Appointment of Councilmember to Fill Vacancy

Prepared By: Crystal Clemens, Clerk and Recorder; Nancy Rodgers, City and County Attorney; Danee Brouillard, Strategic Initiatives and Governmental Affairs

Proposed Actions / Recommendations

Councilmembers nominate individual(s) for the position of councilmember, and then a vote is taken until a nominee receives a majority vote.

Once a majority vote is reached, the appointee will be sworn in as a councilmember at the Mar. 3, 2026 council meeting.

Alternatives

Charter requires that Council must fill the vacancy.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Danee Brouillard, Director of Strategic Initiatives & Governmental Affairs

Meeting Date: Tuesday, February 24, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7B

Subject: Organizational Strategic Plan

Goals: N/A

Overview

[View Correspondence](#)

[View Presentation](#)

At the February 7, 2026, City Council Focus Session, Council affirmed its support for Broomfield's Organizational Strategic Plan (OSP) Framework. The purpose of this item is for the Council's formal consideration and approval of the Strategic Outcome areas of the OSP.

Attachments

[Feb 24, 2026 City Council Memo RE Council's Approval of Organizational Strategic Plan Framework \(1\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Following the COVID-19 pandemic in 2020/2021, Broomfield operations underwent significant and lasting change. This transformation necessitated an intentional review, discussion and development of a strategic path forward to stabilize operations and strengthen alignment between policy (Council) and operations (staff). Historically, Broomfield has not had an organizational strategic plan (OSP), a critical tool for guiding operations and promoting alignment between Council and the organization with a focus on shared outcomes. An OSP is an organizational roadmap that supports alignment between policy and operations for the near term (3-5 years).

Since 2022, City and County of Broomfield (CCOB) Manager Jennifer Hoffman has worked alongside the City Council to make intentional decisions to structure the organization not only for the demands of today but to anticipate and prepare for future challenges. One of the intentional efforts has been the organization working, in collaboration with the Council on the policy elements to develop and implement the CCOB’s OSP, with implementation planned to begin in late 2026.

Organizational strategic planning efforts accelerated in 2024 with the hiring of [Raftelis](#), a third-party consulting group specializing in organizational strategic planning for local governments, to support the organization in this effort. The project formally launched in Q3 of 2024 with the development of the OSP Framework, which includes 4 components, 2 of which are policy-related, and the other 2 of which are operational:

- Policy components of the OSP Framework:
 - Vision: An aspirational statement reflecting what the organization seeks to achieve.
 - Strategic Outcome Areas: The strategic priority areas for the CCOB to be successful and achieve its vision.
- Operational components of the OSP Framework owned by staff:
 - Mission: A statement defining the role and purpose of staff, including who we are, what we do, and why we do it.
 - Values: Principles that guide behavior, whether stated or unstated, and are observed when the workforce is “at its best.”

At the February 7, 2026, City Council Focus Session, Council affirmed its support for [Broomfield’s OSP Framework](#). The purpose of this item is for the Council’s formal approval of the Strategic Outcome areas of the OSP:

1. **Financial Sustainability:** Managing financial health effectively by anticipating and adapting to social, environmental, and economic changes to ensure that current and future financial and infrastructure needs are cultivated.
2. **Economic and Community Vitality:** Fostering a vibrant, accessible and inclusive Broomfield by promoting strategic economic prosperity, income-aligned housing and a cultural landscape where residents and businesses thrive together.
3. **Environmental Stewardship:** Supporting a healthy and sustainable future by prioritizing the care for and responsible management of resources in the natural and built environments of Broomfield.
4. **Safe, Supportive and Inclusive Community:** Fostering community well-being by creating a welcoming environment where safety is prioritized, everyone feels safe, and all have equitable access to resources and services.
5. **Mobility:** Developing equitable and inclusive physical and digital mobility options that allow people to move, access services, and connect safely.

- 6. **Organizational and Operational Excellence:** Prioritizing employee well-being, development and collaboration to cultivate a supportive workplace rooted in transparency, innovation and a shared commitment to service excellence for the betterment of the Broomfield community.

It is important to note that the OSP is distinctly different from the Comprehensive Plan. The Comprehensive Plan serves as the long-range guiding vision document for Broomfield. It is a community plan that guides what Broomfield will look like in 10-20 years. The Comprehensive Plan is updated approximately every 10 years with the Transportation Mobility Plan. These updates involve significant public engagement with the community. Staff will provide the Council with an update on the public engagement strategy for the Comprehensive Plan and Transportation Mobility Plan updates at the February 24 City Council meeting.

Financial Considerations

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

Sources and Uses of Funds	Amount
01-13100-53170 Professional Serv - Misc	\$221,000
Raftelis Contract for Organizational Strategic Plan (including development and implementation)	-\$125,000
Projected Balance	\$96,000

Prior Council or Other Entity Actions

[May 6, 2025 Council Study Session - Organizational Strategic Plan Workshop](#)

[July 21, 2025 Council Study Session - Organizational Strategic Plan Workshop](#)

[February 7, 2025 Council Study Session - Council Focus Session \(agenda\)](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council would like to approve the Strategic Outcomes Areas of the Organizational Strategic Plan, the appropriation motion is...

The Strategic Outcome Areas of the OSP are hereby adopted as summarized in the staff memorandum.

Alternatives

N/A



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Lynn Merwin

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7B
Subject: Public Hearing - Rally Park Final Plat and Site Development Plan

- Resolution No. 2026-27 Rally Park Final Plat and Site Development Plan

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

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

The Baseline Metropolitan District has submitted an application for a Final Plat and a Site Development Plan (SDP) to construct a new public park in the Baseline neighborhood in north Broomfield. The proposed 10.25 acre park, referred to as Rally Park, is intended to be a regional recreational destination with several sport courts, picnic areas, playgrounds, and improved connectivity for the local trail network. This development proposal is part of Phase III within the overall Baseline Parklands development plan.

Attachments

[Rally Park FP & SDP City Council Memo.pdf](#)
[Resolution No. 2026-27 Rally Park FP & SDP.pdf](#)

Summary

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

Property Owner: McWhinney CCOB Land Investments, LLC
Applicant: Baseline Metropolitan District
Address: 16500 Promenade Street
Location: North Park Filing No. 2 Replat F

The Baseline Metropolitan District has submitted an application for a Final Plat and a Site Development Plan (SDP) to construct a new public park in the Baseline neighborhood in north Broomfield. The proposed 10.75 acre park, referred to as Rally Park, is intended to be a regional recreational destination with several sport courts, picnic areas, playgrounds, and improved connectivity for the local trail network. This development proposal is part of Phase III within the overall Baseline Parklands development plan.

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

Application Materials:

- [Project Description](#)
- [Site Development Plan pp 1-33](#)
- [Site Development Plan pp 34-68](#)
- [Color Plan Set](#)
- [Final Plat](#)

Quasi-Judicial Status

This application is considered a quasi-judicial matter. As a result, the Land Use Review Commission (LURC) and City Council must only consider evidence and testimony presented at the hearing and on the record. Any comments submitted via email will be shared with LURC and Council as part of the public record for the application, and members of the decision-making body may not discuss the application outside of the public hearing. For additional information about quasi-judicial proceedings, please see the [Frequently Asked Questions about Quasi-Judicial Land Use Proceedings](#) on the City's website.

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...
That Resolution 2026-27 be adopted.

Alternatives

Council could vote to remand the case to the Land Use Review Commission, continue the hearing to a date certain, or deny the application.

Applicable City and County of Broomfield Plans

Relationship to Comprehensive Plan

The 2016 Broomfield Comprehensive Plan land use designation for the property is “Mixed-Use Commercial” and “Open Lands”. The proposed Final Plat and SDP are consistent with the Comprehensive Plan’s land use designation and the land use assumptions established for the property in the Long-Range Financial Plan.

Financial Plan

The proposed development is consistent with Long-Range Financial Plan, and the requirements of the Managed Growth and Development Agreement (MGDA) approved by the City Council for the North Park subdivision (the Baseline community). The MGDA provides the framework for the expectations and commitments for the Baseline development, and includes development, community amenities, infrastructure, and financial elements.

Relationship to Neighborhood/Sub Area Plan

The North Park PUD Plan is located within the I-25 Sub-Area Plan. Council adopted the I-25 Sub-Area Plan in 1999.

Broomfield’s Sub-Area Plans are designed to help achieve several common goals:

- Create a quality “Gateway Image” that conveys the desired vision for the Broomfield community;
- Establish a balance of complementary land uses;
- Maintain economic stability for the City through value-creation and value-retention;
- Provide a means for coordinating planning for infrastructure;
- Promote meaningful dialogue among landowners, governmental agencies, and others to facilitate communication, cooperation, and successful development results; and
- Fulfill intergovernmental commitments made through agreements.

The subject proposal is consistent with the goals established within the sub-area plan.

Relationship to Urban Renewal Plan

In 2021, Council adopted the Baseline Urban Renewal Plan (URP) with the goal of implementing the Comprehensive Plan and Sub-Area Plan by assisting with the elimination of development barriers in the area. The barriers are characterized principally by inadequate street patterns, lack of adequate and convenient access, unusual topography, and lack of adequate infrastructure. Principal goals of the plan are to extend infrastructure and services to facilitate development of the area by private enterprise and to provide approximately 40% of Broomfield’s overall planning area as open lands. This application furthers both these URP goals. Separate Urban Renewal Site Plan approvals are not required by the Baseline Urban Renewal Plan.

Prior Council or Other Entity Actions

Prior Council Action

- [July 14, 2020](#) - Council approved the North Park PUD Plan Amendment No. 5 (Res. No. 2020-103).
- [March 8, 2022](#) - Council approved the North Park Filing No. 2 Replat F Site Development Plan and Final Plat (Res. No. 2022-27) for the Southlands development and creating the parcel for the associated open lands.

- [August 8, 2023](#) - Council approved the North Park Filing No. 2 Replat F, Lot 1, Block 13 Parklands South Open Lands Site Development Plan for the approximately 12-acre parklands development.

Zoning, Previously Approved Plans and Status of the Development

Zoning and Previously Approved Plans

The site is zoned Planned Unit Development (PUD). The North Park PUD Plan was approved on October 13, 2009. The PUD Plan included 937 acres for a mixed-use development generally located between Interstate 25 and the Community Ditch, south of Colorado 7. Council approved the North Park PUD Amendment 5 in July 2020. Permitted uses within this portion of the PUD Plan include parklands as well as office, services, retail, multi-family, and single-family residential uses.

The North Park PUD included a Supplemental Binder (binder) with detailed design requirements and development standards. The binder also outlines requirements for the North Park Design Review Committee (DRC). The North Park DRC reviews the plans for conformance with the PUD. Broomfield staff participates in the DRC as a non-voting member. The DRC is composed of industry professionals (architecture, planning, and landscaping). The North Park DRC must review new applications and any deviation (formerly referred to as variance) from the PUD prior to consideration by the City and County of Broomfield through the public hearing process. The proposal is consistent with the PUD plan. The North Park DRC has reviewed and approved the proposal for submittal to Broomfield.

Previously Approved Plans and Agreement

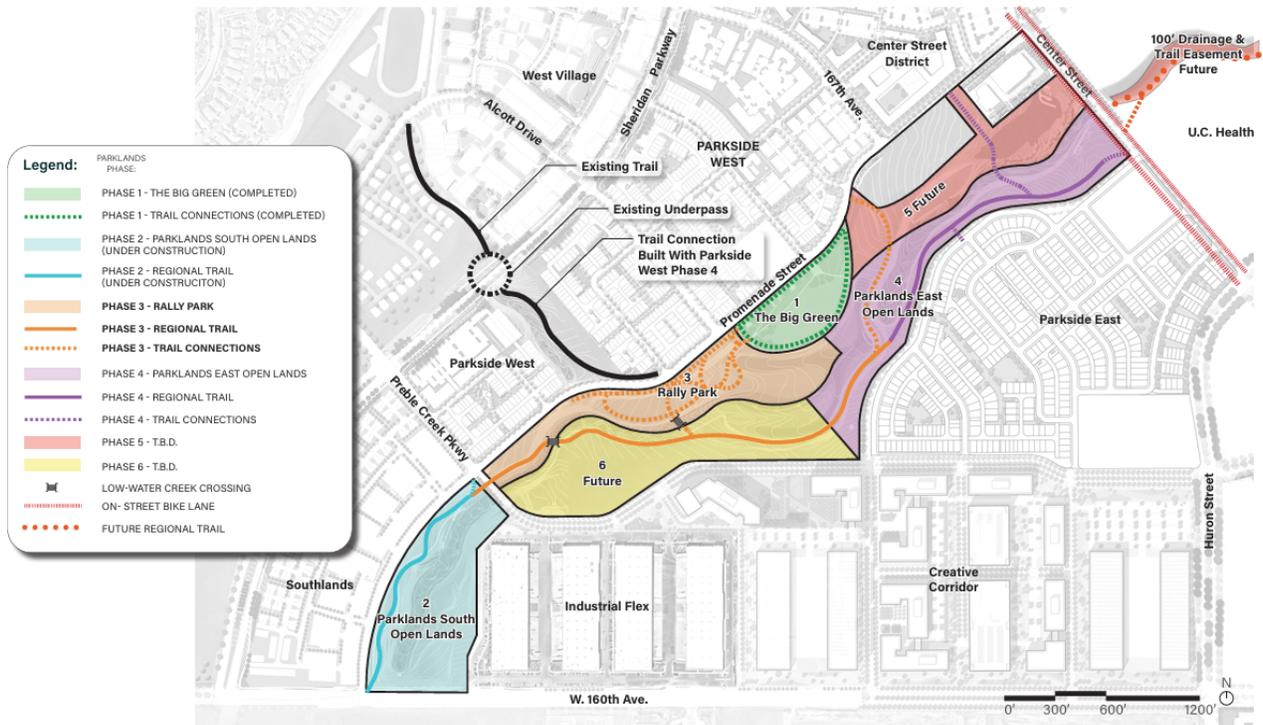
The Baseline development is also subject to the Managed Growth and Development Agreement (MGDA) for the North Park subdivision. The MGDA provides for this property and the larger Baseline Parklands to initially be owned and maintained by the Metropolitan District. The Metro District will have up to ten years to formally dedicate the land to the city, but will continue to maintain the property after dedication.

On [March 8, 2022](#), Council approved the North Park Filing No. 2 Replat F Site Development Plan and Final Plat (Res. No. 2022-27) for the Southlands development which also created the parcel for the associated open lands.

Status of the Development

The subject property is currently vacant but has been graded to accommodate regional stormwater improvements for the area. The site is part of a larger parkland/open lands development that is being constructed in phases. Rally Park is the third phase of the multi-phased project to develop the Baseline Parklands. Collectively, if approved, this development will bring the total parklands development to 43.65 acres.

The overall corridor will eventually extend from W. 160th Ave to Center St as depicted in the Parklands phasing image below. To the northeast of Center St, the corridor may be narrower as it passes through undeveloped property owned by UC Heath. The larger open lands corridor includes the Preble Creek drainageway which is being improved to provide important stormwater detention for the Baseline development.



Parklands Phasing Diagram

Concept Review Plans

A concept review was held on [September 17, 2019](#) for the multi-phased Baseline Parklands. During that meeting, the following comments and concerns were raised by members of the then Planning and Zoning Commission and City Council:

- General questions about the phasing, timing, future amenities and dedications of the Baseline Parklands project as a whole.
- Questions about the availability of parking in the area which were addressed by the applicant.
- Request for inclusion of drought-tolerant and low water usage plantings as well as downcast lighting.
- Request for small play spaces within the lawn or promenade.
- General support for the passive park use and the pedestrian promenade design.

The current site development plan is generally consistent with the conceptual review proposal.

Area Context

The project area is located to the east of Promenade St within the North Park (Baseline) PUD Plan area and spans a total of 10.75 acres. The North Park PUD plan area features a mix of uses including residential, commercial, open lands and flex/light industrial. Rally Park will be part of Phase III of a larger network of park and open lands, collectively referred to as the Baseline Parklands. The parklands will contain a network of pedestrian and bicycle trails allowing residents and visitors to navigate the open area and the Baseline community as a whole. Council previously approved Phases I & II of the Parklands including the Big Green to the north and the Parklands South open lands tract located adjacent to the Southlands community between W. 160th Ave and the future extension of Preble Creek Pkwy.



Project Location Map

Current Application - Detailed Description and Staff Review

Description

This is a development review application for a proposal to construct a new public park in the Baseline neighborhood. The subject site is currently undeveloped, and is generally located north of W 160th Ave and east of Sheridan Pkwy and Promenade St. Per the submitted application, the new park, referred to as Rally Park, is planned as a regional-scale and cultural destination for both Baseline residents and the greater Broomfield community. The Site Development Plan establishes several key features including a signature playground, a restroom pavilion, pickleball courts, a game and sport zone, passive picnic and nature area, and regional trail connections.

The project description indicates that the proposed approximately 10.75 acre park site would be completed in a single phase. Furthermore, the project will continue the progression of Parkland improvements, such as Parklands South (to the south) and The Big Green (to the north).

The proposed SDP does not include any variances from the Broomfield Municipal Code or the North Park PUD Plan, and city staff has not identified any key issues with the development proposal.

Site Layout

The subject site includes connections to existing and future trails that serve the surrounding area. The proposed park also has several key park amenities including: The Play Area, The Picnic Pavilion, The Promenade, The Glades, Sport Courts, and an Extension of the Baseline Regional Trail. Below is a general map showing the overall location of each park amenity.



Location Map of Proposed Park with Labeled Amenities

The Play Area includes a regional-scale playground with custom play structures, a climbing wall, play equipment, boulder terrace, embankment slides, and shade and picnic structures. The Play Area is located in the northeast corner of the site, and would be directly adjacent to The Big Green and associated existing water quality pond.

The Picnic Pavilion includes a collection of three structures located centrally within the overall park. The structures include shaded picnic table areas and public restrooms. The pavilion is also surrounded by additional outdoor picnic areas.

The Promenade features a 10-foot wide concrete pathway that runs along Promenade St, which will extend from the existing pathway that was installed as part of The Big Green project. The continuation of the pathway will include seating and plantings.

The Glades is located along the easternmost portion of the site. Per the project description, the Glades are presented as a large naturalist picnic area with narrower 3-foot to 4-foot wide trails, with stabilized crusher fines paving, that overlook the riparian areas within the detention area to the east.

The Sport Courts area includes four pickleball courts, a basketball court, and a scooter course along the southwest corner of the proposed park. The scooter course is designed to circle the basketball court, while also staying outside of the primary pathways that connect throughout the park.

The Regional Trail Extension will be extended from the current trail termination at Preble Creek Pkwy up to 165th Ave. The extension includes two creek crossings and generally extends along the eastern edge of the park.

The proposal is in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.

Final Plat

The application includes a final plat as part of the development proposal. This final plat, North Park Filing No. 2 Replat I, would replat Lot 1, Block 14 of North Park Filing No. 2 Replat F. North Park Filing No. 2 Replat I would result in a 22.256 acre parcel being replatted into 2 tracts, Tract A and Tract B. This plat depicts the necessary easements for this development including access and utility easements. Staff notes that the proposed development spans across the proposed Tract B, and also falls within North Park Filing No. 2 Replat D, Tract AZ as the development ties into existing improvements associated with the Baseline Big Green. The vicinity map below shows the boundaries of proposed North Park Filing No. 2 Replat I.



Location Map of Proposed Final Plat Boundary

Per the Managed Growth and Development Agreement (MGDA) for the North Park community, this open lands tract will initially be owned and maintained by the Metro District. The Metro District will have up to ten years to formally dedicate the land to the city, but will continue to maintain the property after dedication. Until the land is formally dedicated to the city, a public access easement shall be granted via a separate instrument in accordance with the MGDA terms.

Vehicular Access, Parking, and Circulation

The site does not provide on-site parking for automobiles. Under this proposal, all parking will be accommodated via parallel, on-street parking on both sides of Promenade St. Per the approved North Park Filing No.2 Replat D SDP, there are approximately 33 off-site parallel parking spaces provided adjacent to this phase of the park. The approved design and buildout of Promenade St includes two 10' wide travel lanes, parallel parking on both sides of the street, and 5' wide bike lanes on each side.

A total of 14 bike racks are distributed near the sport courts (6) and at the entrance to the park, near the intersection of Alcott Way and Promenade St (8). There are no drives or roadways within the development; therefore, all circulation of the site is designed for pedestrians and bicyclists.

Transit Access and Walkability

The North Park PUD Plan area, including the subject property, is within the Regional Transportation District (RTD). Although there are currently no bus stops within half a mile of the subject site, additional bus routes serving the area are anticipated in the future. The I-25 Sub-Area Plan anticipates future transit service

within the area and includes a goal to "orchestrate development patterns to promote maximum opportunity for implementation of transit facilities and other alternative forms of transportation."

The Regional Transportation District's (RTD's) North Area Mobility Study (NAMS) recommended State Highway 7 (also referred to as "Colorado 7" (CO 7)) include Bus Rapid Transit (BRT) at build-out. This key east-west BRT corridor will provide service from Brighton to Boulder, and will fulfill the requests of Broomfield residents to have bus service on this corridor. As part of the planning, potential BRT Stations were identified along CO 7 between Sheridan Pkwy and I-25.

The SDP currently includes a 10'-12' wide concrete trail loop through the Parkland Open Lands. Per the Rally Park SDP, this project will include connection of the trail from the Parklands South to just north of The Big Green. The overall plan for the Baseline Parklands, which is being reviewed and constructed in multiple phases, includes an extensive trail network that will provide connectivity throughout the Baseline community and to the greater trail network within the City and County of Broomfield. The applicant's proposed SDP for Rally Park has been reviewed in detail by Planning, Transportation and Open Space and Trails reviewers to ensure trail widths and locations are accessible, appropriate and consistent with the PUD Plan where applicable. A map of the regional trail network and future expansion plans is below.



Map of Regional Trail Network and Future Expansion Plan

Architecture, Lighting, and Signage

The few structures on the site will be constructed primarily of brick, with metal roofs and a perforated modern vine screen. These structures also include public restrooms. A rendering of one of the picnic pavilion structures is below.



Rendering of Picnic Pavilion Structure

Lighting for the development is minimal and provided along key walkways and stairs. Per the SDP, all light fixtures are fully shielded and directed downwards to limit light pollution. This proposal also complies with Broomfield’s lighting policy to not exceed 0.3 footcandles at the property boundary.

Signage for the proposed park is consistent with the design and development standards established by the North Park PUD Supplemental Binder (binder).

Landscaping and Amenities

The proposed development is primarily open parklands, with over 90% of the site being allocated as open area with small structures and play areas incorporated throughout. The remaining approximately 10% is made up of sidewalks and trails.

The landscaping plan for the development proposes 169 deciduous trees, 7 evergreen trees, 134 riparian trees distributed throughout the subject site. The park proposal includes minimal bluegrass lawn sod, with low grow-native seed mix making up the majority of the ground cover within the site.

Planting beds surround the sport courts and picnic/restroom pavilion. These planting beds include a mix of deciduous and evergreen trees, as well as densely planted understory plants and shrubs.

Sustainability

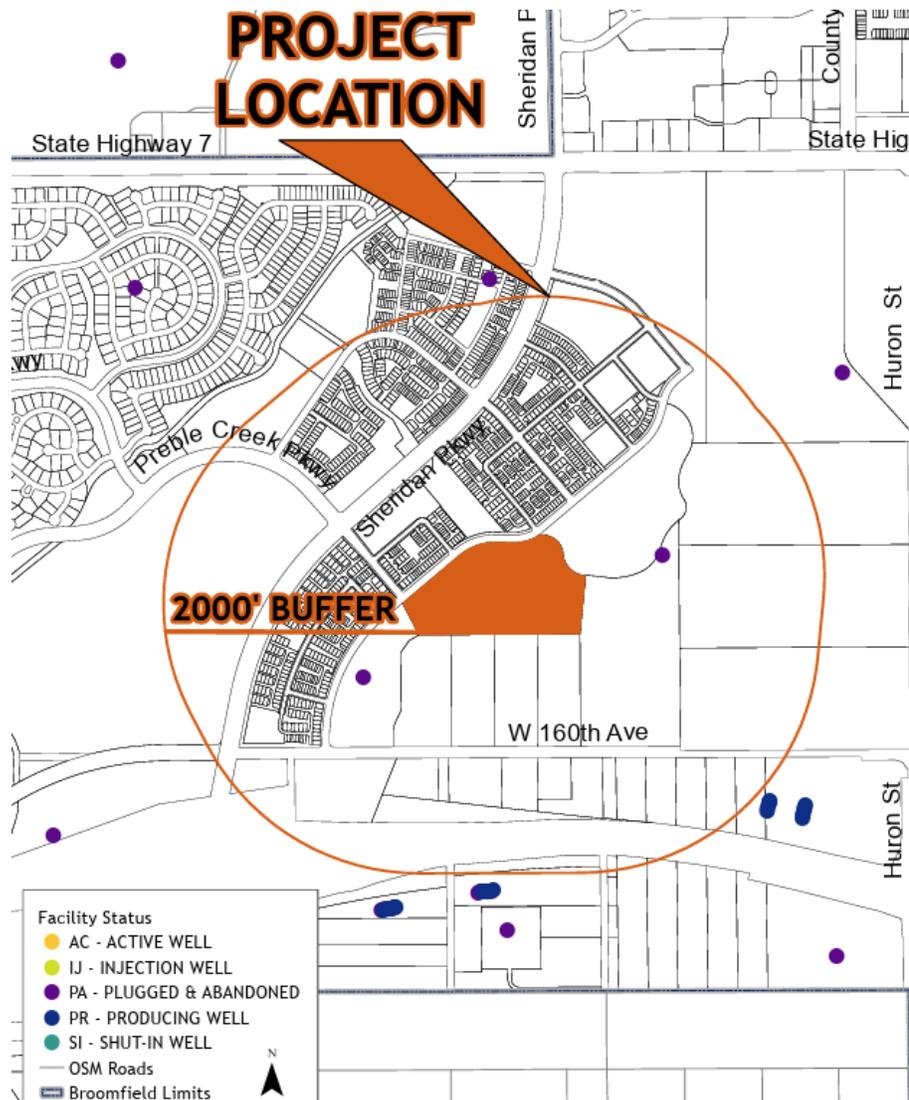
The subject proposal has incorporated various sustainability elements to help further the City and County of Broomfield’s goals in a more environmentally friendly development. The application incorporates low-water landscaping comprised primarily of native seed and trees in lieu of Kentucky Bluegrass or a similar cool season turf requiring significantly more water to maintain and thrive in this arid climate. The project will incorporate part of a regional trail network intended to contribute to the multi-modal transportation network throughout the Baseline community.

Deviations and Special Exceptions

There are no deviations or special exceptions, for signage or landscaping, requested with this application.

Oil and Gas Facilities

The Rally Park site does not contain any oil and gas wells. There are two plugged and abandoned well locations within approximately 2,000 feet of the subject property boundary. The map below depicts the location of nearby oil and gas wells.



Map of Project Location Relative to Area's Oil and Gas Wells

Subdivision / Improvement Agreement

The subject proposal includes a three-party subdivision improvement agreement (SIA) between McWhinney CCOB Land Investments LLC (Owner), Baseline Metropolitan District (Developer), and the City and County of Broomfield (City). This agreement includes an itemized list of public improvements and associated cost estimates (Exhibit C) for the development. This agreement is subject to approval by the City Manager's Office following council's action on the development proposal. The special provisions for this application are being finalized and are summarized below:

15.0 Special Provisions.

15.1. Completion of Public and Private Improvements.

- 15.1.1. **Public Improvements.** Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all Public Improvements listed in **Exhibit C** and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.
- 15.1.2. **Private Improvements.** Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable, the Developer shall complete all private improvements listed in **Exhibit C** and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping and private lift station, unless other arrangements acceptable to the City have been made for the completion of the private improvements.
- 15.2. **Metropolitan District.** The City acknowledges the Baseline Metropolitan District (the "District") has been formed for the purpose of constructing and maintaining certain improvements within the Property and surrounding areas. The City hereby consents to the performance by the District of any of the obligations of the Owner or Developer hereunder. Upon the assignment by the Owner or Developer of a portion of the Developer's obligations hereunder to the District and the assumption of such obligation by the District, the Owner or Developer shall be released from such assigned obligation and the City will accept performance of such assigned obligation from the District.
- 15.3. **Trail Signs** - The Developer shall, at its sole cost, provide and install a quantity of four City and County of Broomfield wayfinding signs (currently estimated to be \$1,200 each) as identified in Exhibit C in accordance with the standards and specifications found in the Broomfield Wayfinding Plan (also known as the Broomfield Wayfinding System Report). The Developer shall install the signs prior to acceptance of the Improvements. It is the Developer's responsibility to confirm the wording on the signs with the Broomfield Open Space and Trails Department, order the signs, and install the signs.
- 15.4. **Dedication of Land** - In accordance with Section 25 of MGDA, the Property is to be conveyed by the Developer to either (a) the Baseline Metropolitan District No. 1, a quasi- municipal corporation and political subdivision of the State of Colorado (the "Service District"), subject to the City's Easement (as defined in the MGDA), or (b) the City, subject to the Service District's Easement (as defined in the MGDA). In the event the Developer conveys the Property to the Service District, the Developer shall cause the Service District to convey the Property to the City within ten (10) years after recording of the initial conveyance to the Service District. Developer shall notify the City in writing when and if the Property is dedicated to the Service District.
- 15.5. **Transfer of Maintenance** - If the District desires to transfer the maintenance of the subject area to the City in the future, the District shall be responsible for upgrading the site fixtures and improvements to meet the city's then current standards and specifications prior to the City accepting maintenance responsibility.
- 15.6. **Future Installations** - Any additional future improvements within the Property will be subject to a Site Development Plan amendment or administrative modification as applicable and shall be mutually agreed upon by all parties. Any improvements made by the City within the tract while the tract is being maintained by the District shall be maintained by the District until such time

that the maintenance for the Property is assumed by the city, unless a separate maintenance agreement for the City's improvements is entered into between the District and the City.

- 15.7. **Timing of Completion** - In accordance with Section 25 of the MGDA, the Improvements shall be constructed concurrently with adjacent development; however, the Improvements may be constructed voluntarily by the Developer at any time following the approval by the City and prior adjacent development.
- 15.8. **Entire Agreement** - This Agreement supersedes and replaces all other agreements, including, without limitation, prior subdivision improvement agreements and improvement agreements, if any, setting forth obligations that must be satisfied prior to the City issuing any building permit, water license, or certificate of occupancy to improvements constructed or installed, or to be constructed or installed, on the Property, and all prior agreements, understandings and discussions between or among the parties hereto with respect to the subject matter of this agreement.

Neighborhood Outreach and Communication

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

- Mail notices were sent to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- Sign(s) were posted on the property a minimum of ten days in advance of the meeting to advertise the public hearing.
- Publication in the newspaper (Broomfield Enterprise) more than five days before the hearing.

The developer has held a required neighborhood meeting for the subject proposal on July 8, 2025. The applicant has provided a [summary of the neighborhood meeting](#). Public notice requirements for this neighborhood meeting are as follows:

- A sign posted on the property ten days in advance to advertise the conceptual review hearing
- Mail notice to property owners within 1000 feet of the parcel boundaries

Prior Actions and Recommendations by Boards and Commissions

Land Use Review Commission

On Monday, January 26th the Land Use Review Commission held a public hearing concerning the proposal. The commission voted 5-0 to recommend approval of the application with no conditions.

Other Boards and Commissions

- September 24, 2025 - the **Parks, Recreation and Senior Services Advisory Committee (PRSSAC)** heard a presentation by the applicant on the proposed development application and the park and trails in the development. Overall the proposal was well received by PRSSAC. There was no formal action or recommendation following the presentation.
- December 4, 2025 - the **Open Space and Trails Advisory Committee (OSTAC)** heard a presentation by the applicant on the proposed development application and the park and trails in the development. Overall, the proposal was well received by OSTAC. There was no formal action or recommendation following the presentation.

Staff Review of Key Issues

Staff has not identified any key issues as part of this development application.

Applicable Standards for Consideration

A public hearing is required. At the conclusion of the public hearing, the City Council reviews and makes a decision on the application based on the following standards of the Broomfield Municipal Code:

Final Plat

16-20-090 Review standards (Final Plat)

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed final plat meets the standards set forth in section 16-16-110, B.M.C., and is generally consistent with an approved preliminary plat, if there is one. No final plat will be approved until such maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials as may be required herein have been submitted and reviewed, and found to meet the planning, engineering, and surveying requirements of the city; provided, however, that the city engineer may waive any final plat requirement for good cause shown.

Site Development Plans and Site Development Plan Amendments

17-38-220 - Review standards.

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

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for private open area at a rate of not less than 30% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should be in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- (J) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
- (K) The proposal should be consistent with the approved PUD plan.
- (L) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

RESOLUTION NO. 2026-27

A Resolution Approving North Park Filing No. 2 Replat I
Final Plat and North Park Filing No. 2 Replat I, Tract B and North Park Filing No. 2 Replat D,
Tract AZ Site Development Plan

Recitals

Whereas, the applicant, Baseline Metro District, submitted a development review application for a Final Plat and Site Development Plan for a public park.

Whereas, a public hearing was heard by the Land Use Review Commission on January 26, 2026 at which time the Land Use Review Commission by formal resolution recommended approval of the final plat and site development plan.

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on February 24, 2026.

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

Section 1. Findings

Giving consideration to the Broomfield master plan and the Broomfield Municipal Code, comments of public officials and agencies, and testimony and written comments from all interested parties, the City Council makes the following findings:

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

Final Plat Findings

- C. The proposed final plat does not create, and mitigates to the extent possible, negative impacts on the surrounding property.
- D. The proposed final plat provides desirable settings for buildings, makes use of natural contours, protects the view, and affords privacy and protection from noise and traffic for residents and the public.
- E. The proposed final plat preserves natural features of the site to the extent possible.

- F. The proposed final plat contains traffic flow and street locations consistent with the city's master plan, which are in accordance with good engineering practice, and provide for safe and convenient movement.
- G. The proposed final plat lots and tracts are laid out to allow efficient use of the property to be platted.
- H. The proposed final plat public facilities and services are adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- I. The proposed final plat complies with the design standards of chapter 16-28, B.M.C., the improvement requirements of chapter 16-32, B.M.C., and the standards and specifications of chapter 14-04, B.M.C.
- J. The proposed final plat is consistent with the need to minimize flood damage.
- K. The proposed final plat public utilities and facilities, such as sewer, gas, electrical, and water systems, are located and designed to minimize flood damage.
- L. The proposed final plat has adequate drainage provided to reduce exposure to flood damage.

SDP Findings

- M. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- N. The proposal mitigates potential negative impacts on nearby properties.
- O. The proposal maximizes potential positive impacts on nearby properties.
- P. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- Q. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.
- R. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale.
- S. The land uses within the proposal are compatible with one another and with nearby properties.
- T. The proposal provides for open area at a rate of not less than 25% as established in the approved planned unit development plan, as amended.

- U. The proposal is in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- V. There are no proposed deviations from the Broomfield Municipal Code with this proposal.
- W. The proposal is consistent with the approved PUD plan.
- X. The proposal is consistent with adopted uniform standards.

Section 2. Action

On the basis of the above and pursuant to the provisions of Chapters 16-20 and 17-38 of the Broomfield Municipal Code, the North Park Filing No. 2 Replat I Final Plat and North Park Filing No. 2 Replat I, Tract B and North Park Filing No. 2 Replat D, Tract AZ Site Development Plan is hereby approved.

Section 3. Effective Date

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

Approved on February 24, 2026.

The City and County of Broomfield,
Colorado

Mayor

Attest:

City and County Clerk

Approved As To Form:

City and County Attorney

NCR



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Lynn Merwin

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7D
Subject: Public Hearing - Resolution - Midcities Filing No. 1 Lot 1 PUD Text Amendment

- Resolution No. 2026-28 Midcities Filing No. 1 Lot 1 PUD Text Amendment

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

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

The applicant and property owner, Denver BF Property, LLC, are requesting approval of a text amendment of the Midcities Planned Unit Development (PUD) Plan. The 10th Amendment is specific only to Lot 1, Midcities Filing No. 1 (the subject site). The proposed PUD Plan text amendment permits 150 new residential units with 20% of the units being provided at 60% area median income (AMI).

There are no deviations requested as part of the PUD Plan text amendment.

Attachments

[Midcities PUD Plan 10th Amendment \(text\) Council Memo.pdf](#)

[Resolution No. 2026-28 Midcities Filing No. 1 Lot 1 PUD Txt Amd No. 10.pdf](#)

Summary

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

Property Owner: Denver BF Property, LLC

Applicant: Christopher Herr, Three Wall Capital

Property Address: 480 Flatiron Boulevard

Property Location: West of the Interlocken and Flatiron Boulevard intersection

The applicant and property owner, Denver BF Property, LLC, are requesting approval of a text amendment to the Midcities Planned Unit Development (PUD) Plan. The 10th Amendment is specific only to Lot 1, Midcities Filing No. 1 (the subject site) located at 480 Flatiron Boulevard. The proposed PUD Plan text amendment permits 150 new residential units on property previously approved for only commercial use. The 2.98-acre site is currently developed with a hotel, which is intended to be converted to 150 residential rental units. Once converted, the property would contain 112 studio, 7 one-bedroom, and 31 two-bedroom residential units.

The proposed amendment requires compliance with the Broomfield inclusionary housing ordinance, which could include providing 20% of the on-site units at rental rates based on 60% of the area median income. The property owner intends to provide on-site affordable units as demonstrated in the signed Memorandum of Understanding that is described in more detail under the “Income-Aligned Housing” section below. The amendment also requires compliance with Broomfield’s public land dedication ordinance, which will be met with a cash-in-lieu fee for public land dedication as described under the “Current Application: Detailed Description and Staff Analysis” section below.

A site development plan amendment is not proposed at this time. It is expected that only minor changes to the exterior portions of the site will be necessary to accommodate the conversion from a commercial hotel to residential units. It is likely that these changes will fall within the threshold of an administrative review (less than 10% change to the site).

There are no deviations requested as part of the PUD Plan text amendment.

Application Materials:

- [Project Description](#)
- [Midcities Planned Unit Development 10th Amendment \(text\)](#)

Quasi-Judicial Status

This application is considered a quasi-judicial matter. As a result, the Land Use Review Commission (LURC), and City Council must only consider evidence and testimony presented at the hearing and on the record. Any comments submitted via email will be shared with LURC and Council as part of the public record for the application, and members of the decision-making body may not discuss the application outside of the public hearing. For additional information about quasi-judicial proceedings, please see the [Frequently Asked Questions about Quasi-Judicial Land Use Proceedings](#) on the City’s website.

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Proposed Actions / Recommendations

If Council desires to approve the application, the appropriate motion is...
That Resolution 2026-28 be adopted.

Alternatives

Council could vote to remand the case to the Land Use Review Commission, continue the hearing to a date certain, or deny the application.

Applicable City and County of Broomfield Plans

Relationship to Comprehensive Plan

The 2016 Broomfield Comprehensive Plan land use designation for the property is “Mixed-Use Commercial”. The Comprehensive Plan describes Mixed-Use Commercial areas as those characterized by commercial, employment, and multi-family or single-family attached residential uses. As a guide, no more than 30 percent of the land area within the Mixed-Use Commercial district should be utilized for residential uses unless approved through the PUD process. When considered with the overall Midcities PUD Plan area, the proposed multi-unit residential use is consistent with the intended mixed-use commercial uses. If the subject site is utilized for residential as proposed, the total acres used for residential land uses within Midcities remains less than 30% of the overall PUD Plan area.

Goals and Policies

Elements of the proposed project could help meet the following Comprehensive Plan goals and policies:

- **Goal LU-A: Mix of Land Uses** - “Plan for an appropriate mix of land uses that ensures connectivity, livability, flexibility, environmental sustainability, and economic vitality.”
- **Policy LU-A:** - “Promote infill development and redevelopment that contribute to the desired mix of land uses.”
- **Policy LU-8.2:** “Encourage and support structures and site layout within mixed-use developments that are more adaptable to changes of use over time.”

Financial and Economic Impacts

The proposed development would be a change of use for the existing property, which also results in the rehabilitation of the property. Currently, the property is operating as an extended-stay hotel with 151 rooms in two buildings.

The proposed stand-alone residential use is consistent with the Comprehensive Plan’s Land Use Map, “Mixed-Use Commercial” designation (as discussed earlier), and would result in a high-density residential development (approximately 50 dwelling units per acre). However, the proposed use is not consistent with the existing Midcities PUD Plan’s approved use and the assumptions for Broomfield’s financial modeling of the property.

Near this proposed redevelopment site are two market-rate apartment complexes. The developer has indicated the desire to deed-restrict 30 of the converted units for households earning less than 60% area median income (AMI). In 2025, the income limit was \$58,860 in annual earnings for a 1-person household, and \$67,260 in annual earnings for a 2-person household. This proposed development would provide additional housing choices for residents and the workforce employed in retail, restaurants, hospitality, and

other businesses in the immediate area. Additionally, the change may result in an increase in potential alternative travel choice customers (pedestrian, bike, and bus and bus rapid transit (BRT)).

This current hospitality type of business activity (typically) employs an estimated 30-40 persons, whereas the residential use/activity would result in a significant reduction in the site employment. The wage levels are generally the same; the extended-stay business includes management, front desk, housekeeping, and building maintenance staff. And the proposed change in building use is approximately 5 FTE positions in building management, maintenance, and custodial, snow, and landscaping activities.

The proposed redevelopment would include a reinvestment in the property and buildings; the amount of the investment has not been provided at this writing. However, the building and unit reinvestment may be more than \$2.5M, which is estimated to be, at least, \$15-20,000 per planned unit and associated improvements to shared tenant spaces/amenities. (This investment does not include the additional water/sewer licenses required due to the change in use.)

The proposal for a change of land use to residential would negatively change the net financial impact resulting from the project, due to reduced revenues and increased program and service costs associated with any residential use. If the property were operating as an effective business, the property would produce an estimated net positive fiscal impact of more than \$60,000 annually (with revenues generated through commercial property, sales, and lodgers' tax).

The estimate for the net negative fiscal impact would be a minimum negative financial impact of \$175,000 annually.

If the change in use is approved, the property would switch from being assessed at the commercial rate to the significantly lower residential rate. Additionally, the change in use and activity, as requested for the proposed development, would have a fiscal impact on other public entities (e.g., Boulder Valley School District (BVSD) and North Metro Fire and Rescue District (NMFD)).

Finally, though difficult to estimate, the reduction of 151 lodging rooms (keys) in the marketplace would lead to a market share benefit to other lodging businesses in Broomfield and markets in the area.

Relationship to Neighborhood/Sub Area Plan

The US 36 Sub-Area Plan, prepared in 1997, designated the property as "Mixed-Use Commercial." The Sub-Area Plan was complemented by the 96th Street/Northwest Parkway Sub-District Master Plan in 1999. The Sub-District Plan is designed to help achieve the following goals:

- Create a quality "Gateway Image" that conveys the desired vision for the Broomfield community.
- Establish a balance of complementary land uses.
- Maintain economic stability for the City through value-creation and value-retention.
- Provide a means for coordinating planning for infrastructure.

The approved PUD Plan and proposed amendment are generally consistent with the goals of the Sub-Area Plan.

Relationship to Urban Renewal Plan

The subject site is not within an urban renewal area plan boundary.

Prior Council or Other Entity Actions

Prior Council Action

- [November 19, 2024](#) - The City Council reviewed a concept plan associated with a proposed Midcities Planned Unit Development Plan text amendment to convert the existing 151-unit TownePlace Suites extended stay hotel into a residential apartment complex.

Zoning, Previously Approved Plans and Status of the Development

Zoning and Previously Approved Plans

The property is zoned Planned Unit Development (PUD) and is governed by the Midcities PUD Plan. The property is shown within the PUD planning area as “Tract 6.” The PUD plan’s land use table indicates that the preferred land use is “mixed-use transit-oriented development.” While mixed-use commercial is permitted, stand-alone residential as a single-use is not currently permitted on this site. Allowed uses within this planning area are commercial/retail uses, corporate/professional office, common open space, and ancillary uses. The proposed amendment would permit residential uses within the portion of Tract 6 that is legally described as Lot 1, Midcities filing No. 1. The amendment would not remove existing permitted uses. If the application is approved, the hotel could remain if the proposed conversion does not move forward by the property owner.

The City Council approved the Midcities PUD Plan on June 30, 1998. The subject site is platted as Midcities Filing No. 1, Lot 1. Since 1998, the PUD plan has received approval for nine amendments. Generally, the amendments were specific to other planning areas within the PUD. Two amendments were related to residential dwelling unit transfers or increasing the maximum number of allowed dwelling units. One amendment clarified that senior housing and assisted living are permitted uses within the PUD, while another amendment allowed for car washes within a specific area as a stand-alone use. The most recent amendment, which was specific to the property immediately to the east, allowed for a stand-alone residential use (vs mixed-use commercial) and an additional 270 dwelling units.

In 1999, the City Council approved the Midcities Filing No. 1 final plat, and an [SDP for the TownePlace Suites](#) that captured improvements related to two hotel buildings with 151 extended-stay hotel rooms, parking, landscaping, signage, and architecture. This property has operated as an extended-stay hotel since 2001.

Status of the Development

The subject site contains two hotel buildings with 151 rooms and associated improvements. The Midcities PUD area has developed incrementally over approximately 25 years as a mixed-use development with residential, commercial, and hospitality uses. The most recent new development in proximity to the site is The Lock, a 297-unit apartment complex immediately to the east. The area is beginning to realize the redevelopment of older properties, including the subject application and a rebuild of an existing 7-Eleven commercial store to the northwest of the site. A private golf course is located to the southwest.

Concept Review Plans

The City Council reviewed the concept plan proposal for a PUD amendment for a hotel to residential conversion on [November 19, 2024](#). At the time of application review and when staff wrote the staff report, the applicant had indicated that they would pay cash in lieu of providing units at income-aligned rates. Comments from council members included questions regarding adequate parking, the financial feasibility of

keeping the hotel in operation, concerns about leasing this retrofit building at market-rate for-rent rates, the proximity of existing parks and trails to the site, and the economic vitality analysis (70% occupancy level, based on average lodging occupancy). Additional comments included converting the hotel to market-rate residential. Council indicated a preference for all of the units being 100% inclusionary housing units and asked about the loss of sales tax revenue with the conversion to apartments.

The applicant indicated that the age and condition of the building made it difficult to compete with new-build extended-stay hotels.

The proposed amendment requires compliance with the Broomfield inclusionary housing ordinance, which could include providing 20% of the on-site units at rental rates based on 60% of the area median income. The amendment also requires compliance with Broomfield's public land dedication ordinance.

Area Context

The surrounding neighborhood - Interlocken and Midcities - is characterized by primarily mixed-use commercial properties. The property is south of Flatiron Blvd, east of Interlocken Loop, east of the Walmart Supercenter, west of the Lock Apartments, and south of the Renaissance Hotel. Another residential development, Camden Interlocken Apartments, is located to the south of the subject property. A trail system with sidewalk connections provides bicyclists and pedestrians with access to parks and other amenities throughout the Flatiron and Interlocken neighborhoods. The aerial photograph provided below highlights the subject site and shows the surrounding area context.



Property location in the surrounding neighborhood

Current Application - Detailed Description and Staff Review

Description

The applicant is proposing to convert an existing 151-room long-term stay hotel - the TownePlace Suites at 480 Flatiron Boulevard - into a 150-unit apartment complex. There are currently 151 hotel rooms; two of the units will be combined into one ADA apartment unit with the proposed conversion. This PUD Plan text amendment applies only to Midcities Filing No. 1, Lot 1. The adaptive reuse of the hotel site will include exterior improvements, such as new paint, parking lot improvements, and a landscaping refresh, should the Midcities PUD Plan text amendment be approved. Those physical on-site improvements are eligible for administrative review as a modification to the approved Site Development Plan (SDP), provided this PUD Plan amendment is approved.

The PUD Plan identifies this site as being within the planning area “Tract 6” with the land use designation of “Mixed-Use Transit Oriented Development.” The project area encompasses Lot 1, Midcities Filing No. 1, which totals approximately 2.98 acres.

Currently, through various amendments, the Midcities PUD Plan allows for a maximum of 1,345 dwelling units that are already accounted for within other planning areas and through approved site development plans. The proposed PUD Plan text amendment includes a request to add 150 residential units to the subject property. The proposed amendment would also allow for curb stops to be used solely on the subject property, since the Midcities PUD Plan specifically prohibits “parking bumpers” (aka curb stops) within the Midcities PUD Plan area. The curb stops are necessary for pedestrian safety as the existing sidewalks are only 6.5 ft wide versus 7 ft wide. The curb stops will prohibit vehicle overhang onto the sidewalks.

The proposed text amendment allows the new residential use and requires any future conversion to residential to comply with Broomfield’s inclusionary housing requirements as described in greater detail below.

The applicant is not proposing any deviations (formerly referred to as variance) from the Broomfield Municipal Code.

Site Layout

The subject site currently includes two hotel buildings, landscaping, exterior lighting, and a parking lot. The buildings are oriented facing north toward Flatiron Boulevard. A pool is on the south side of the northernmost building and will remain available for residents. There is a trash enclosure to serve the tenants.

Planned Unit Development Plan / Amendment

Denver BF Properties, LLC has submitted an application for a planned unit development (PUD) plan text amendment to the Midcities PUD Plan. The 10th Amendment is specific only to Lot 1, Midcities Filing No. 1 (the subject site). The proposed PUD Plan text amendment permits 150 new residential units. The proposed text amendment, if approved, would allow for the hotel to be converted to residential use. The amendment requires any future conversion to residential to comply with minimum Broomfield Municipal Code requirements related to public land dedication and inclusionary housing.

Income-Aligned Housing

Converting an existing extended-stay hotel to 150 residential dwelling units triggers the income-aligned housing requirements in accordance with the [Broomfield Municipal Code Chapter 17-76](#). Of the 150

residential for-rent units, a minimum of 30 units shall be inclusionary housing available to tenant households earning on average 60% of the area median income (AMI) as established by the Colorado Housing and Finance Authority (“CHFA”). Alternatively, the applicant may propose a cash-in-lieu (CIL) payment, or some combination of on-site inclusionary units and cash in lieu. The applicant is proposing to provide 20% of the units on site at an average rate of 60% area median income (AMI), meeting the minimum income-aligned housing requirements.

A memorandum of understanding, rental covenant, and improvement agreement outline the terms of the for-rent affordable housing units. If the subject application is approved, these documents will be recorded with the approved Midcities PUD Plan 10th Amendment.

A Memorandum of Understanding with requirements and procedures for for-rent inclusionary housing has been signed by the applicant and is discussed later in this staff report. The applicant has reviewed the covenant outlining the commitment to providing the income-aligned units for 40 years. This covenant will be signed by the property owner. Additionally, the development team plans to affirmatively market the units, both income-restricted and market-rate units, to Broomfield residents and employees, within the allowable approaches under Fair Housing law.

Vehicular Access and Circulation

The site is accessed via a shared access drive directly from Flatiron Blvd. The drive aisle circulates vehicular traffic to the rear of the lot. Parking spaces with parking lot islands are to the rear of the building. Drive aisles around the rear of the building provide access to parking spaces throughout the lot.

Assuming the proposed PUD Plan amendment is approved and a developer proceeds with the conversion to residential, then the applicant will need to make certain improvements to the site to improve emergency vehicle access and update parking stall sizes to comply with new parking standards. The applicant is also expected to refresh the landscaping and paint the building finishes. Collectively, these improvements are considered minor in scope and are eligible for review and approval through an administrative modification to the approved SDP.

Parking

The Broomfield Municipal Code does not require a specific minimum number of parking spaces for residential use due to the property being located in a parking reduction zone. The maximum number of parking spaces is 166. The site currently has 155 parking spaces and 8 bicycle parking spaces.

Required changes to the parking lot and curbs to accommodate emergency services access and ADA access will be captured via a future application through the administrative modification process. The applicant has indicated that they will add bicycle parking to meet the requirement. Existing parking is exempt from the requirement to provide electric vehicle parking.

Transit Access and Walkability

The project area is within the RTD service area and within walking distance of various parks, trails, and commercial and retail businesses. The closest bus stop is on Interlocken Loop just south of the Interlocken Blvd/Interlocken Loop intersection. The bus stop serves the local RTD 228 route from US 36/Flatiron Station, which is approximately one-half mile to the north. The site is also currently served by the RTD Interlocken/Westmoor FlexRide with services to both US 36/Broomfield Station and US 36/Flatiron Station.

An eight-foot-wide pedestrian access from Interlocken Loop connects the site to the sidewalk along Flatiron Blvd and the bus stop. Sidewalks encircle the site, providing connections to the parking lot, existing buildings, and the neighborhood. There are existing trails throughout Interlocken and Midcities that connect to the US 36 Bikeway, which goes west to Lafayette, Louisville, Superior, and Boulder, and east towards Arista, Westminster, and Denver.

Public Land Dedication (PLD)

The City Council recently adopted Ordinance No. 2273, which amended the PLD regulations of the BMC to align with the Open Space, Parks, Recreation, and Trails Plan. PLD regulations are a critical part of new residential development. Dedicating public land ensures that these types of developments contribute to Broomfield's parks, open space, trails, and recreational facilities in proportion to the anticipated number of additional persons who will live in Broomfield. Chapters 16 and 17 of the BMC set forth the PLD obligations for new residential development.

The additional 150 housing units proposed with this text amendment trigger an overall PLD obligation requirement of 6.89 acres. The PLD obligation is calculated at 24 acres per 1,000 residents generated by the development. For a residential development on 2.98 acres, the obligation shall typically be met with a minimum onsite dedication equal to 15% (0.45 acres) of the site based on the acreage of the site, with the balance of the obligation provided as an on-site PLD, a cash-in-lieu payment, or a combination of the two methods. In this case, the applicant is proposing to meet all of the PLD obligations with cash-in-lieu.

Since the property is already improved and there is no usable land on the site available for the required on-site public land dedication, the PLD can be met through CIL that is calculated at two separate rates: (1) the minimum unmet PLD (.45 ac) is calculated at the higher market rate per acre, or \$478,107 per acre using the assessor's land value and (2) the remaining PLD obligation (6.44 ac) is calculated at the lower average value per acre of vacant land published by Broomfield (currently \$86,000). The higher rate is intended to incentivize an on-site dedication when feasible. The lower rate (currently \$86,000) is subject to change and the final calculation will be performed at the rate in effect at the time of building permit review.

Finally, the developer is eligible for an additional 20% reduction in the cash-in-lieu fee for the development's remaining PLD obligation as a result of complying with the inclusionary housing code requirements (20% of the units at 60% AMI or a CIL) as set forth in the proposed PUD text amendment.

In summary, the cash-in-lieu fee for this project is estimated at \$658,220. The final CIL amount owed for PLD will be determined when building permits are applied for, based on Broomfield's market rate at that time. The following table provides the cash-in-lieu calculations for the PLD to document the methodology that will be applied when recalculated at the time of permitting.

PUBLIC LAND DEDICATION SUMMARY		
OBLIGATION (The obligation reflects the PLD calculation generated for the development per sections 16 and 17 of the Broomfield Municipal Code [BMC])	SITE METHODOLOGY (Shows how the Obligation is applied to this Development)	SUMMARY - PLD COMPLIANCE and/or DEVIATION FROM CODE
Total PLD Obligation: 6.89 Ac Calculated as: 24 ac/1,000 residents generated by development	150 units x 1.91 [Apt Rate] = 287 residents 287 residents x 24 ac = 14,302/1,000 = 6.89 ac	Will meet the Overall PLD Obligation per BMC through CIL
Minimum Required On-Site Dedication: 0.45 Ac Calculated as: 15% of site x 2.98 Acres = 0.45 Ac	0 Ac = On-Site Dedication Provided, thus requiring CIL at the market rate per acre. \$1,424,760 / 2.98 ac = \$478,107 (market value {assessor's value} per acre) 0.45 ac x \$478,107 = \$215,148 for on-site CIL	Will meet the Minimum On-Site Dedication through CIL of \$215,148
Balance of the PLD Obligation as CIL: 6.44 Ac x average value per acre for vacant land as published by CCOB Calculated as: 6.88 Ac - 0.45 Ac = 6.44 Ac 6.44 Ac x Avg value per ac = \$ TBD at permit issuance	6.44 ac (remaining obligation) x \$86,000* = \$553,840 CIL Project qualifies for 20% reduction in CIL fee for Development's Inclusionary Housing = \$553,840 x 20% = \$110,768 fee reduction Total Example CIL for PLD: \$215,148 + (\$553,840 - \$110,768) = \$658,220* *Total CIL value of unmet obligation to be calculated at the time of the building permit based on rate in effect at permitting	Will Meet the Remaining PLD Obligation through CIL Final calculation of PLD CIL will occur at time of permit issuance based on applicable rate(s) in effect at the time.
Notes: PLD = Public Land Dedication; CIL = Cash in Lieu of PLD		

Landscaping and Amenities

The existing landscaping is expected to be updated via an administrative modification to the site development plan, should the PUD text amendment be approved. The outdoor pool area will remain unchanged.

Sustainability

This proposal includes remodeling two existing hotel buildings, ensuring that the building materials will be reused and not end up in a landfill. Adaptive reuse of an existing building is inherently sustainable. The applicant has indicated that the retrofit to residential would include low-flow toilets, showers, and faucets.

Deviations and Special Exceptions

The applicant is not requesting consideration of approval of deviations to the Broomfield Municipal Code.

There are no special exceptions requested with this application.

School Impacts

The proposed development is located within the Boulder Valley School District. During the referral agency review, the school district reviewed the proposed residential conversion. The school district indicated it has the capacity to serve new students generated by this development as described in more detail below:

School	Capacity Status (Oct. 23)				Project Impact		
	Resident Students *	Program Capacity	School Enrollment	Percent Capacity	Student Impact	New Enrollment	New % Capacity
Elementary	320	393	348	88.5%	9	357	90.8%
Middle School	339	832	488	58.7%	4	492	59.1%
High School	1,020	1,803	1,692	92.5%	5	1,697	92.7%
Total	1,679		2,528		18		

*Represents the number of BVSD students for the given grade level living within the attendance area.

Oil and Gas Facilities

There are no existing oil and gas wells on this site or within 2,000 feet of the site. Therefore, there are no applicable oil and gas-related setback or notification requirements for this property.

Airport Proximity

The project area is located northwest of Rocky Mountain Metropolitan Airport (RMMA). The map below shows the project's location circled in red. The project is located within the Airport Influence Area, but is outside of the airport critical zones and the runway protection zones. The project is in an area that is subject to significant overhead flights from frequent takeoffs and landings at the airport. This high volume of flights means that the site would be subject to noise impacts from aircraft regularly and could impact the quality of living for residents in this area should the development move forward. Upon review of the proposed residential units, the RMMA indicated that they would recommend a land use that is more compatible with airport operations. Granting an aviation easement is also required. The RMMA also recommended that the

Owner Obligation

- Will record a 40-year use restriction on the properties in perpetuity to ensure the deed restricted units are preserved for affordable for-rent housing within the mixed-use development containing no fewer than 30 affordable apartment units and associated community elements
- The Owner will commit to 20% of the Project's apartment units in the City's Affordable Housing Program
- The final project mix of affordable units by size is estimated to be five (5) one-bedroom units and four (4) two-bedroom units.
- The Owner will require eligible Renters to have a current and valid certification from the City in order to be eligible to rent the Property.
- The Developer shall implement an affirmative marketing plan for the Property to market the Property to eligible individuals and families, including those that live or work in the City.

Broomfield Obligations

- Broomfield in collaboration with the Broomfield Housing Authority and other partners in the Affordable Housing Program will:
 - Provide the Developer and/or its real estate agent with referrals of individuals or families whose incomes may meet the criteria for eligibility
 - Assist the Developer in marketing the Property to individuals that live or work in the City
 - Make connections to other City or partner programs increasing opportunities for residents in the Developer's project
- The City will support the financial feasibility of the project, through the following fee waivers and tax rebates to support the 30 affordable units only.
 - 50% of the Building permit fees;
 - 50% of the Plan review fees;
 - 50% of the Service Expansion Fees (50%, which is the City's share of this fee); and
 - 50% of the Use Taxes (50% based on the use tax rate of 3.5% attributed to the general fund).

While the Owner intends to provide on-site units in conformance with Broomfield's IHO, there are alternative options for meeting this obligation. In the event the owner desires to satisfy the inclusionary housing requirement through a cash in lieu of units payment, the MOU between Broomfield and the owner would need to be amended accordingly.

Neighborhood Outreach and Communication

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

- The applicant mailed notices to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- The applicant posted signs on the property a minimum of ten days in advance of the meeting to advertise the public hearing.
- Broomfield staff published a notice in the newspaper (*Broomfield Enterprise*) more than five days before the hearing.

The developer has held a required neighborhood meeting for the subject proposal on October 31, 2024. The applicant has provided a [summary of the neighborhood meeting](#). Public notice requirements for this neighborhood meeting are as follows:

- Posted signs on the property ten days in advance to advertise the conceptual review hearing
- Mailed notice to property owners within 1000 feet of the parcel boundaries

Prior Actions and Recommendations by Boards and Commissions

Land Use Review Commission

On January 24, 2026, the Land Use Review Commission held a public hearing concerning the proposal. After discussion of the proposal, the commission voted 4-1 to recommend approval of the PUD text amendment. One LURC member voted no because they wanted more affordable housing units.

LURC also considered a prior application relating to the subject property on October 13, 2025. The previous applicant decided not to proceed with that application. The owner opted to proceed with this new application, which was heard by the Land Use Review Commission on January 24, 2026.

Staff Review of Key Issues

Staff has identified the following key issue with the subject proposal:

- **Change in Land Use** - The subject property currently operates as a 151-room extended-stay hotel. The proposed conversion from commercial to residential (an increase of 150 residential units through a PUD amendment) is anticipated to have a negative impact on the long-range financial plan.

If the hotel continues operation, the property is projected to contribute an estimated \$60,000 net positive annual tax and fee revenue to CCOB. In contrast, the proposed new residential redevelopment would negatively change the net financial impact resulting from the project, due to reduced revenues and increased program and service costs. The estimated net negative financial impact of \$175,000 (estimate) annually.

Applicable Standards for Consideration

A public hearing is required. At the conclusion of the public hearing, the City Council reviews and makes a decision on the application based on the following standards of the Broomfield Municipal Code:

PUD Plan

17-38-120 - PUD plan; review standards.

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

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

17-38-130 - PUD plan; modification.

Any modification to an approved PUD plan requires the same review by the land use review commission and the city council as the original PUD plan.

RESOLUTION NO. 2026-28

A Resolution approving the Midcities Planned Unit Development Plan Amendment No. 10
Regarding Midcities Filing No. 1, Lot 1

Recitals

Whereas, the owner, Denver BF Property, LLC and applicant, Three Wall Capital, submitted a development review application for the Tenth Amendment to the Midcities PUD Plan to permit residential uses at 480 Flatiron Blvd.

Whereas, a public hearing was heard by the Land Use Review Commission on January 26, 2026 at which time the Land Use Review Commission by formal resolution recommended approval of the PUD text amendment.

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on February 24, 2026.

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

Section 1. Findings

Giving consideration to the Broomfield master plan and the Broomfield Municipal Code, comments of public officials and agencies, and testimony and written comments from all interested parties, the Land Use Review Commission makes the following findings:

- A. That proper posting and public notice was provided as required by law for the hearing before the Land Use Review Commission and the case file is hereby incorporated into the record.
- B. That the hearing before the Land Use Review Commission was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.

PUD Findings:

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal is in general conformance and consistent with the comprehensive plan.
- E. The proposal mitigates potential negative impacts on nearby properties, other areas of the city, and the city as a whole.
- F. The proposal maximizes potential positive impacts on nearby properties, other areas of the city, and the city as a whole.
- G. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.

- H. The proposal contains adequate public improvements (both on and off-site) to be provided in a timely fashion.
- I. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale and on a broad scale.
- J. The land uses within the proposal are compatible with one another and with nearby properties.
- K. The proposal provides for open area through cash-in-lieu, which is in compliance with the Broomfield Municipal Code 17-38-240.
- L. The proposal is in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan.
- M. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- N. There are no proposed deviations from the Broomfield Municipal Code relating to this proposal.
- O. The proposal is consistent with the revised uniform standards for residential development in the city, which was revised to only apply to low-density single-unit detached dwellings.

Section 2. Action

On the basis of the above and pursuant to the provisions of Chapter 17-38 of the Broomfield Municipal Code, the Midcities Filing No. 1, Lot 1 Planned Unit Development Plan Amendment No. 10 is hereby approved.

Section 3. Effective Date

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

Approved on February 24, 2026.

The City and County of Broomfield, Colorado

Mayor

Attest:

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 24, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7E
Subject: Public Hearing - Ordinance Second 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 - Google Docs.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 second and final reading and ordered published..

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: Katie Allen

Meeting Date: Tuesday, February 24, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7F
Subject: Public Hearing - Ordinance Second Reading - 2024 Building Code Update

- Ordinance No. 2295 updates to the 2024 Building Code

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

Overview

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

[View Presentation](#)

The Broomfield Charter authorizes the City and County to adopt standard codes, such as the International Code Council code series for buildings. This proposal is for the adoption of the updated 2024 editions of the International Codes and related revisions to the Broomfield Municipal Code. This will include the 2024 International Building Code, 2024 International Plumbing Code, 2024 International Mechanical Code, 2024 International Fuel Gas Code, 2024 International Residential Code, the Colorado Low Energy and Carbon Code with five additional strengthening amendments, 2024 International Fire Code, the 2024 International Existing Building Code, the 2024 International Swimming Pool and Spa Code, the latest edition of the National Electrical Code adopted by the State of Colorado, the 1997 Uniform Code for the Abatement of Dangerous Buildings, 1997 Uniform Housing Code, and the most current version of the American Society of Mechanical Engineers A117.1 Safety Code for Elevators and Escalators. Adoption of the 2024 International Code package will allow Broomfield to keep pace with changes in construction materials and techniques, and changes in overall life and fire safety requirements.

Attachments

[2024 code update memo 2nd reading.pdf](#)

[Ordinance 2295 - 2024 Building Code Updates -- Revised for 2nd reading.pdf](#)

Summary

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

The Broomfield Charter authorizes the City and County to adopt standard codes, such as the International Code Council code series for buildings. This proposal is for the adoption of the updated 2024 editions of the International Codes and related revisions to the Broomfield Municipal Code. This will include the 2024 International Building Code, 2024 International Plumbing Code, 2024 International Mechanical Code, 2024 International Fuel Gas Code, 2024 International Residential Code, the Colorado Low Energy and Carbon Code with five additional strengthening amendments, 2024 International Fire Code, the 2024 International Existing Building Code, the 2024 International Swimming Pool and Spa Code, the latest edition of the National Electrical Code adopted by the State of Colorado, the 1997 Uniform Code for the Abatement of Dangerous Buildings, 1997 Uniform Housing Code, and the most current version of the American Society of Mechanical Engineers A117.1 Safety Code for Elevators and Escalators. Adoption of the 2024 International Code package will allow Broomfield to keep pace with changes in construction materials and techniques, and changes in overall life and fire safety requirements.

There are numerous local amendments previously adopted through the Broomfield Municipal Code that are removed through proposed Ordinance No. 2295. These local amendments are no longer necessary as they are now included as part of the various 2024 codes. There was one additional revision that was inadvertently omitted at first reading, snow loads will now follow the American Society of Civil Engineers standards and is set forth in the International Building Code revisions.

Broomfield staff and the North Metro Fire Rescue District (“NMFRD”) staff have met to review the 2024 International Building and Fire Code and have determined that existing amendments to Broomfield Municipal Code Chapter 15-16 (International Fire Code) are proposed to remain the same in the new 2024 version. NMFRD has provided a [letter in support](#) of the code update.

The City and County of Broomfield Building Division hosted a public meeting for homebuilders, homeowners, architects, engineers, and other contractors on October 16th, 2025, and reviewed the significant changes between the 2021 and the 2024 International Codes for residential and commercial buildings, and in particular, the new Energy Code requirements. There were 11 people representing 4 home builders and 1 designer who attended. Broomfield received positive feedback on the proposed 2024 codes.

The new codes will apply to new construction, additions, and alterations. Existing structures are not required to be upgraded to the new standards except when alterations are being done, and the new codes would only apply to those areas.

Proposed Ordinance No. 2295 will adopt the updated editions of the Codes listed above.

Financial Considerations

As proposed, staff does not anticipate the change to the 2024 codes will impact staff resources or expenses. If Council considers additional local amendments, impacts to staff resources would need to be re-evaluated.

Prior Council or Other Entity Actions

- On [January 27, 2026](#) Council passed on first reading.

Boards and Commissions Prior Actions and Recommendations

The Advisory Committee on Environmental Sustainability was provided an overview of the Energy Code update at their October 13th meeting. ACES voted to recommend approval of the State Low Energy and Carbon Code (LECC) with the five additional amendments as recommended by staff, by a vote of 10-0.

Proposed Actions / Recommendations

If Council desires to make changes to the Broomfield Municipal Code related to Title 15 with the adoption of the 2024 Codes and amendments, the appropriate motion is...

That Ordinance No. 2295 be adopted on second and final reading and ordered published in full.

Alternatives

- Continue to enforce the currently adopted 2021 Code package.

Ordinance No. 2295

Proposed Ordinance No. 2295 updates Title 15 of the Broomfield Municipal Code with the 2024 Editions of International Codes. Proposed Ordinance No. 2295 was approved at first reading on January 27th and will be published in full, and a public hearing is scheduled for February 24, 2026. If approved, the effective date for Ordinance No. 2295 will be April 15, 2026.

Staff Memorandum from the First Reading

[The staff memorandum from the first reading of Ordinance No. 2295](#) on January 27, 2026, includes a detailed discussion of the proposed code changes. There was one additional revision that was inadvertently omitted at first reading, snow loads will now follow the American Society of Civil Engineers standards and is set forth in the International Building Code revisions.

Transition To New Codes

Broomfield staff began communicating the anticipated code update with developers and contractors in early 2025. Applicants with projects currently in process have been made aware of the potential update. As is typically done during the transition of a code update, Broomfield encourages applicants submitting building plans with an anticipated permit issuance date after April 15, 2026 (proposed effective date) to consider utilizing the updated 2024 Codes regardless of when the building plans were submitted.

Broomfield has also allowed new builders with master plans submitted before the effective date and getting permits before the effective date to have designs already meeting the 2024 Codes so as to not have to redesign these master plans after the effective date.

Applicants who have had their building plans reviewed and approved under the current 2021 Codes will need to be issued permits prior to April 15, 2026, or otherwise their plans will need to be updated to meet the 2024 Codes prior to issuance of the building permit. This has been communicated directly with architects, developers, and property owners who may fall into this category.

This is the same process that Broomfield has used in every previous code package update.

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

ORDINANCE NO. 2295

An Ordinance 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

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

Section 1.

Chapter 15-03 - Building Codes: Adoption and Administration, of the Broomfield Municipal Code is amended as follows:

15-03-010 - Intent.

(A) The intent of this chapter is to adopt by reference and with modifications the International Building Code, ~~2021~~**2024** Edition; the International Residential Code, ~~2021~~**2024** Edition; the National Electrical Code, the latest edition adopted by the State of Colorado; the International Plumbing Code, ~~2021~~**2024** Edition; the International Mechanical Code~~15,~~~~2021~~**2024** Edition; the International Fuel Gas Code, ~~2021~~**2024** Edition; the International Existing Building Code, ~~2021~~**2024** Edition; the International Swimming Pool and Spa Code, ~~2021~~**2024** Edition; the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition; the International Fire Code~~2021~~**2024** Edition; the Uniform Housing Code, 1997 Edition, **the Colorado Low Energy and Carbon Code**,; and the most current edition of the American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevators and Escalators.

...

15-03-020 - Adoption of building codes.

The following documents, one copy of each of which is on file in the office of the city clerk, being marked and designated as stated, are hereby referred to, adopted, and made a part hereof as if fully set forth in this title, with the amendments indicated in the following sections of this title. Provisions in the appendices shall not apply unless specifically adopted.

(1) The "International Building Code," ~~2021~~**2024** Edition (IBC), published by the International Code Council, Inc., and in particular Chapters 2 through 35 and Appendix C Group U - Agricultural Buildings; Appendix E - Supplementary Accessibility Requirements; Appendix G - Flood-Resistant Construction; Appendix I - Patio Covers; and Appendix J - Grading, inclusive, are hereby adopted as the building code for the city. The provisions of the International Building Code as amended shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal, and demolition of every building or structure or any appurtenances connected or attached to such building or structures.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with this code or the International Residential Code.

(2) The "International Residential Code for One- and Two-Family Dwellings," 2021 2024 Edition (IRC), published by the International Code Council, Inc., and in particular Chapters 2 through 10 and 12 through 32, and Appendix H - Patio Covers, Appendix P - Sizing of Water Piping System, and as amended by the State of Colorado Plumbing Board. The provisions of the International Residential Code for One- and Two-Family Dwellings as amended shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above-grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.

EXCEPTIONS: The following shall be permitted to be constructed in accordance with this code where provided with a residential fire sprinkler system complying with section 2904:

- A. Live/work units located in townhomes and complying with the requirements of Section 419 of the International Building Code.
- B. Owner-occupied lodging houses with five or fewer guestrooms.
- C. A care facility with five or fewer persons receiving custodial care within a dwelling unit.
- D. A care facility with five or fewer persons receiving medical care within a dwelling unit.
- E. A care facility with five or fewer persons receiving care with a single family dwelling.

(3) The "Uniform Code for the Abatement of Dangerous Buildings," 1997 Edition (UCADB), published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, in particular Chapters 1 through 9.

(4) The "Uniform Housing Code," 1997 Edition (UHC), published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, in particular Chapters 1 through 16.

(5) The "National Electrical Code," (NEC), NFPA 70, the latest edition adopted by the State of Colorado, published by the National Fire Protection Association, Inc., and in particular Chapters 1 through 9 inclusive, is hereby adopted as the electrical code for the city. The provisions of the National Electrical Code, as amended, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

(6) The "International Plumbing Code," 2021 2024 Edition (IPC), published by the International Code Council, Inc., in particular Chapters 2 through 13, Appendix B - Rates of Rainfall for Various Cities, and Appendix E - Sizing of Water Piping System, and as amended by the State of Colorado Plumbing Board is hereby adopted as the

plumbing code for the city. The provisions of the International Plumbing Code, as amended, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system, nonflammable medical gas, inhalation anesthetic, vacuum piping, nonmedical oxygen systems and sanitary and condensate vacuum collection systems. The installation of fuel gas distribution piping and equipment, fuel-gas-fired water heaters, and water heater venting systems shall be regulated by the International Fuel Gas Code.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

(7) The "International Mechanical Code," ~~2021~~ **2024** Edition (IMC), published by the International Code Council, Inc., and in particular Chapters 2 through 15 and Appendix A inclusive, is hereby adopted as the mechanical code for the city. The provisions of the International Mechanical Code, as amended, shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

(8) The "International Fuel Gas Code," ~~2021~~ **2024** Edition (IFGC), published by the International Code Council, Inc., and in particular Chapters 2 through 8, inclusive, **and as amended by the State of Colorado Plumbing Board** is hereby adopted as the fuel gas code for the city. The provisions of the International Fuel Gas Code, as amended, shall apply to the installation of gas piping systems, gaseous hydrogen systems, fuel gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the outlet of the appliance shutoff valve and the installation and operation of residential and commercial fuel gas appliances and related accessories.

EXCEPTION: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

(9) The "Colorado Low Energy and Carbon Code" published by the International Code Council, Inc., and in particular Chapters 2 through 6 inclusive, is hereby adopted as the energy code for the city. The provisions of the Colorado Low Energy and Carbon Code, as amended, shall apply to all matters governing the design and construction of buildings for energy efficiency. The Colorado Low Energy and Carbon Code (LECC) is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve the efficient use of energy. This code is not intended to abridge

safety, health or environmental requirements contained in other applicable codes or ordinances.

(10) The "International Fire Code," ~~2021~~ **2024** Edition (IFC), published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, and in particular Chapters 1 through 45 and Appendix B, Fire-Flow Requirements for Buildings; Appendix C, Fire Hydrant Locations and Distribution; Appendix E, Hazard Categories; Appendix F, Hazard Ranking; and Appendix G, Cryogenic Fluids - Weight and Volume Equivalents, inclusive.

(11) The most current edition of the ASME A17.1 Safety Code for Elevators and Escalators, as published by the American Society of Mechanical Engineers, Three Park Avenue, New York, New York 10016 and hereinafter referred to as the elevator and escalator code. The provisions of the ASME Codes as adopted by chapter 15-18, as amended, shall apply to the design, construction, operation, inspection, testing, maintenance, alteration and repair of the equipment defined in ASME, its associated parts and its hoistways, where located in or adjacent to a building or structure.

(12) The "International Existing Building Code," ~~2021~~ **2024** Edition (IEBC) published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, and in particular Chapters 2 through 16, inclusive, is hereby adopted as the existing building code for the city. The provisions of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, and addition to and relocation of all existing buildings other than one and two family dwellings and townhomes.

(13) The "International Swimming Pool and Spa Code" ~~2021~~ **2024** Edition, (ISPC) published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, Virginia 22041-3401, and in particular Chapters 2 through 11 inclusive are hereby adopted as the swimming pool and spa code for the city. The provisions of this code shall apply to the construction, alteration, repair and maintenance of aquatic recreation facilities, pools, and spas. The pools and spas covered by this [code] are either permanent or temporary, and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing, or wading.

(14) The Colorado Low Energy and Carbon Code (LECC) published by the Colorado Energy Office, 1600 Broadway, Suite 1960, Denver CO is hereby adopted as the energy code for the city. The Colorado Model Low Energy and Carbon Code - Commercial Provisions shall be the Commercial Provisions of the International Energy Conservation Code, 2024 Edition, as published by the International Code Council and as amended by the Energy Code Board. The Colorado Model Low Energy and Carbon Code - Residential Provisions shall be the Residential Provisions of the International Energy Conservation Code, 2024 Edition, as published by the International Code Council and as amended by the LECC. The scope, intent, and all definitions and requirements of the code shall be as published in the 2024 International Energy Conservation Code, unless amended by the LECC.

15-03-030 - General.

(A) All of the sections of this chapter, including all of the administrative regulations contained herein below, shall apply to the International Building Code, the International Residential Code, the International Mechanical Code, the National Electrical Code, the

ASME Elevator and Escalator Codes, the International Fuel Gas Code, the International Existing Building Code, the International Swimming Pool and Spa Code, **the Colorado Low Energy and Carbon Code**, and the International Plumbing Code, ~~and the Colorado Model Electric Ready and Solar Ready Code~~ as adopted in this title.

...

15-03-080 - Submittal documents.

(A) *Submittal documents.* Submittal documents consisting of construction documents, statement of special inspections, geotechnical reports and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the State of Colorado regulations. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

EXCEPTION: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional, if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(1) Information on construction documents.

...

(7) Location and size of the solar-ready zone, structural design loads and roof dead and live loads, and pathways for routing of conduit from the solar-ready zone to the electrical service panel.

(8) Number and location of EVSE installed spaces, EV ready spaces, EV capable spaces, and EV capable light spaces.

(9) Locations of conduit and termination points serving EVSE installed spaces, EV ready spaces, EV capable spaces, and EV capable light spaces.

(10) Locations for condensate drainage where combustion equipment for space heating and water heating is installed

...

15-03-110 - Inspections and testing.

...

(C) Required inspections.

...

(9) Energy efficiency inspections. Inspections shall be made to determine compliance with the LECC as applicable and shall include, but not be limited to, inspections for: envelope insulation R- and U- values, fenestration U- value, duct system R-value, duct tightness, and HVAC and water-heating equipment efficiency. **At the request of the code official, a letter or proof of intent to contract with an approved agency describing the air barrier inspection sequencing shall be provided to the code official prior to permit issuance and shall be signed by the building**

owner or the building owner's representative. The code official is authorized to accept reports of third-party inspection agencies not affiliated with the building design or construction, provided that such agencies are approved as to qualifications and reliability relevant to the building components and systems that they are inspecting or testing. When the code official authorizes the use of a third-party inspection agency for all or some aspects of compliance, the agency shall be authorized as a third-party extension of the authority having jurisdiction to verify compliance. The code official shall determine and communicate which compliance verification measures the third party inspection agency shall incorporate within their inspection processes. Third party energy rating companies are required to verify installed components match the original design as submitted and accepted by the City. If there are discrepancies they are required to notify the City Building Division. The approved agency shall submit inspection reports to the code official and to the owner's representative in accordance with International Building Code Section 1704.2.4.

Section 2.

Chapter 15-04 - International Building Code of the Broomfield Municipal Code is amended as follows:

15-04-010 - Amendments to the International Building Code.

The following amendments are hereby made to the ~~2021~~ **2024** International Building Code which shall be referred to in this chapter 15-04 as the IBC:

. . .

(S) Section 1107.2.3 Accessible route. Accessible vehicle spaces shall be located on the shortest accessible route from spaces to an accessible building entrance.

~~(S)~~ **(T)** A new Exception to Section 1208.1 shall be added to read as follows:

EXCEPTION: Access is not required for spaces below noncombustible structural basement floors where there is no building equipment such as electrical, plumbing, mechanical or gas systems.

~~(T)~~ **(U)** Section 1608.2 is amended to read as follows:

1608.2 Ground Snow Loads. The ground snow load shall be ~~30 psf as per ASCE 7-22~~ **Hazard Tool for specific address.** The design roof snow load shall be ~~no less than 30 psf at any element of the roof~~ **the same as the ground snow load.**

. . .

~~(W)~~ **(X)** Section 1705.4~~7~~**18** Fire-resistant penetrations and joints, is hereby deleted in its entirety.

. . .

Note: All of the corresponding amendments within Section 15-04-010 are updated to reflect the new lettering with the addition of the new amendments such that the amendments are in alphabetical and numerical order.

Section 3.

Chapter 15-05 - International Residential Code of the Broomfield Municipal Code is amended as follows:

15-05-010 - Amendments to the International Residential Code.

The following amendments are hereby made to the ~~2021~~ **2024** International Residential Code, which shall be referred to in this chapter 15-05 as the IRC:

. . .

(C) Table R301.2(1), Climatic and geographic design criteria is hereby amended as follows:

TABLE R301.2(1)
Climatic and Geographic Design Criteria

GROUND AND ROOF SNOW LOAD:	30- 42 OR ASCE 7-22
WIND SPEED (mph):	Design per ASCE 7- 16 22
SEISMIC DESIGN CATEGORY:	B
SUBJECT TO DAMAGE FROM:	
Weathering:	Severe
Frost line depth:	36"
Termite:	n/a
WINTER DESIGN TEMP:	1° F
ICE BARRIER UNDERLAYMENT REQUIRED:	No
FLOOD HAZARDS:	1973/1988
AIR FREEZING INDEX:	500-1000
ANNUAL MEAN TEMP:	50° F

...

(O) Subsection R401.3, Drainage, is hereby amended to read as follows:

...

R401.3.7.4 Grading noncompliance ~~statement request~~. When inclement weather, soil conditions, or other reasons force the postponement of final grading, so a final grading performance certificate cannot be provided. **Clean-up permit shall be submitted with the description for providing a final or revised final grade performance certificate within a time frame given by the building official, and with a fee of \$100.** The clean-up permit shall take the place of a grading performance certificate for up to the days determined by the building official based on the time of year, weather, soil conditions and the practicality of getting the work completed in the period of time indicated on the permit. After such time, the statement expires, and remedies in chapter 1-12 B.M.C. may be pursued.

(P) Subsection R401.4, Soil tests, is hereby amended to read as follows:

...

R401.4.3.2 Termination. Unless perimeter drains are designed to daylight, they shall terminate in sump pits with pumps installed. Piping for sump pumps shall discharge **to the underdrain pipe system if provided or** at least five feet away from foundations or as otherwise approved by the building official.

...

R401.4.4.3.1 Foundation, under **basement** slab, and excavation trench backfill. Foundation, under **basement** slab, and excavation trench backfill shall be moisture conditioned and compacted to control settlement. Additionally, all backfill and compaction recommendations contained in the geotechnical report and the structural engineer's foundation design shall be followed. If conflicts exist, the most stringent requirement shall be followed.

...

(T) Delete Part IV - Energy Conservation (Chapter 11 Energy Efficiency) in its entirety. For energy code provisions, see the adopted ~~International Energy Conservation Code~~ **Colorado Low Energy and Carbon Code.**

(U) Subsection M1403.1 Heat Pumps is hereby amended to read as follows:

Electric heat pumps shall be tested in accordance with UL1995 or UL/CSA 60335-2-40.

Electric heat pumps shall be installed at least 12" above grade or manufacturer installation requirements, whichever is greater.

~~(U)~~ (V) Section M1502.4.2 is amended to read as follows:

M1502.4.2 Duct installation. Exhaust ducts shall be supported at 4 foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance

with Section M1601.4.1. Ducts shall not be joined with screws or similar fasteners that protrude from into the inside of the duct.

~~(V)~~ (W) Delete Section M1601.1.1 #7 in its entirety

(X) Subsection M1804.2.5 Direct vent terminations is hereby amended to read as follows:

Vent terminals for direct-vent appliances shall be installed 18” above grade or in accordance with manufacturer installation requirements, whichever is greater.

~~(W)~~ (Y) Delete Chapter 24 in its entirety. For fuel gas code provisions see the adopted International Fuel Gas Code.

...

(BB) Subsection P2904 - Dwelling Unit Automatic Sprinkler System is hereby amended to read as follows:

P2904.1 General The design and installation of automatic sprinkler systems shall be in accordance with NFPA 13D.

All other language in Section P2904 is hereby deleted.

~~(BB)~~ (CC) Subsection P2906.4 Water service pipe is hereby amended by adding the following sentence:

...

Note: All of the corresponding amendments within Section 15-05-010 are updated to reflect the new lettering with the addition of the new amendments such that the amendments are in alphabetical and numerical order.

Section 4.

Chapter 15-07 - International Energy Conservation Code of the Broomfield Municipal Code is amended as follows:

~~Chapter 15-07 - International Energy Conservation Code~~ **Colorado Low Energy and Carbon Code**

~~15-07-010 - Amendments to the International Energy Conservation Code~~ **Colorado Low Energy and Carbon Code.**

The following amendments are hereby made to the 2021 ~~International Energy Conservation Code~~ **Colorado Low Energy and Carbon Code:**

(A) Chapter 1 is hereby deleted. Refer to chapter 15-03, B.M.C., for administrative requirements.

. . .

~~(C) Section C404.5 is hereby deleted.~~

~~(D) Section C503.2.1 is amended to add exception below:~~

~~Exception: Roof replacements that do not replace the existing roof insulation are not required to upgrade the existing roof insulation to current requirements.~~

~~(E) Section C503.3.1 is hereby deleted~~

~~(F) Section C503.3.3 is hereby deleted~~

~~(G) Section R402.4.2.1 is amended to add following exception:~~

~~EXCEPTION: Multifamily dwelling units will need to be verified to have an air leakage rate not to exceed 5 air changes per hour. Multifamily dwelling units are ones that are built under the IBC as R-2 occupancy.~~

~~(H) Section R403.3.3 #2 is hereby deleted.~~

~~(I) Section R403.5.2 is amended to add the language below:~~

~~8. Piping that exceeds 100'.~~

~~(J) Section R403.5.3 is hereby deleted.~~

(C) Section R403.5.5 Demand responsive controls for heating and cooling systems is added as follows:

R403.5.5 Demand responsive controls for heating and cooling systems. Electric heating and cooling systems for *residential buildings* shall be provided with *demand responsive controls* that meet the requirements of Appendix CI Section 101.

(D) Amend Table R409.5.3.1 as follows:

Table R409.5.3.1 EV Power Transfer Infrastructure Requirements:

Building Type/Space Type	Level 2 EVSE Installed Spaces	Level 2 EV Ready Spaces	Level 2 EV Capable Spaces	Level 2 EV Capable Light Spaces
Group R-3 and R-4 occupancies three stories or less in height above grade plane, with 15 or fewer parking spaces	0	20% of spaces (not fewer than 2)	0	0
(E) Section R501.7 Programmable thermostat is added as follows:				
Group R-3 and R-4 occupancies three stories or less in height above grade plane, with greater than 15 parking spaces	2% of spaces	8% of spaces	10% of spaces	10% of spaces
Group R-2 occupancies three stories or less in height above grade plane with 10 or fewer parking spaces	10%	15% of spaces	10% of spaces	0
Group R-2 occupancies three stories or less in height above grade plane with greater than 10 parking spaces	5% of spaces	15% of spaces	10% of spaces	30% of spaces

Section R501.7 Programmable thermostat. *Alterations, additions,* and changes of occupancy that involve replacing or expanding a heating or cooling system shall comply with section R403.1.1 Programmable thermostat.

(F) Section R502.2.5 Additional energy efficiency credit requirements:
Delete exception #1 below:

~~1. Additions that are less than 1,000 square feet (93 sm) of conditioned floor area and increase the conditioned floor area by less than 25 per cent~~

(G) Table C405.13.2 Energy Use Categories is amended to add a new line at the end:

Electric vehicle charging

Electric vehicle charging loads.

(H) Amend Table C410.5.2.1 as follows:

Table C410.5.2.1 EV Power Transfer Infrastructure Requirements

Building Type/Space Type	Level 2 EVSE Installed Spaces	Level 2 EV Ready Spaces	Level 2 EV Capable Spaces	Level 2 EV Capable Light Spaces

Commercial buildings, except for Group R-2 occupancies, with 15 or fewer parking spaces	0	20% of spaces (not fewer than 2)	0	0
Commercial buildings, except for Group R-2 occupancies, with greater than 15 parking spaces	3% of spaces	7% of spaces	20% of spaces	0
Group R-2 occupancies with 10 or fewer parking spaces	10%	15% of spaces	10% of spaces	0
Group R-2 occupancies with greater than 10 parking spaces	5% of spaces	15% of spaces	10% of spaces	30% of spaces

(I) Section C502.3.3.1 Thermostatic controls is added as follows:

C502.3.3.1 Thermostatic controls. *Additions* that involve replacing or expanding a heating or cooling system shall comply with section C403.4.1 Thermostatic controls.

(J) Section C503.7 Thermostatic controls is added as follows:

C503.7 Thermostatic controls. *Alterations* that involve replacing or expanding a heating or cooling system shall comply with section C403.4.1 Thermostatic controls.

Section 5

Chapter 15-09 - International Existing Building Code of the Broomfield Municipal Code is amended as follows:

15-09-010 - Amendments to the International Existing Building Code.

The following amendments are hereby made to the 2024 2024 International Existing Building Code:

(A) Chapter 1 is hereby deleted. Refer to chapter 15-03, B.M.C. for administrative requirements.

(B) Chapter 2 is hereby amended to include the following definition:

COLD WEATHER CARE PROGRAM. Places of religious worship that allow the temporary overnight housing of persons during cold weather for periods of 120 days or less between October 1st through May 1st.

~~(B)~~ (C) Section 302.2 is hereby deleted.

~~(C)~~ (D) Section 406.1 is hereby deleted.

(E) Section 1011.2.1 is amended to include the following Exception:

Exception: Group A-3 places of religious worship participating in the Cold Weather Care Program, as defined in Chapter 2, in which the aggregate sleeping areas are less than ten percent (10%) of the building area for each story that is used as an aggregate sleeping area.

Section 6

Chapter 15-10 - International Mechanical Code of the Broomfield Municipal Code is amended as follows:

15-10-010 - Amendments to the International Mechanical Code.

The following amendments are hereby made to the 2021 2024 International Mechanical Code:

...

(D) Section 804.1 Direct vent terminations is hereby amended to read as follows:

Vent terminals for direct-vent appliances shall be installed 18” above grade or in accordance with manufacturer installation requirements, whichever is greater.

(E) Section 918,2 Heat Pumps is hereby amended to read as follows:

Electric heat pumps shall be tested in accordance with UL1995 or UL/CSA 60335-2-40.

Electric heat pumps shall be installed at least 12” above grade or manufacturer installation requirements, whichever is greater.

(F) 1109.2.5 Refrigerant pipe shafts is hereby amended to read as follows:

Refrigerant piping that penetrates two or more floor/ceiling assemblies shall be enclosed in fire resistance rated shaft enclosures. The fire related shaft enclosure shall comply with Section 713 of the International Building Code.

Exceptions:

1. Refrigerant systems using R-781 refrigerant (water)

2. Piping in direct refrigerant system where the refrigerant quantity does not exceed the amounts in Table 1103.1 for the smallest occupied space through which the piping passes.
3. Piping located on the exterior of the building where vented to the outdoors.

Section 7

Chapter 15-11 - International Swimming Pool and Spa Code of the Broomfield Municipal Code is amended as follows:

15-11-010 - Amendments to the International Swimming Pool and Spa Code.

The following amendments are hereby made to the ~~2024~~ 2024 International Swimming Pool and Spa Code:

. . .

[Other than the change in date, no other changes are being made to Section 15-11-010]

Section 8

Chapter 15-16 - International Fire Code of the Broomfield Municipal Code is amended as follows:

15-16-010 - Amendments to the International Fire Code.

The following amendments are hereby made to the ~~2024~~ 2024 International Fire Code which shall be referred to in this chapter 15-16 as the IFC:

(A) Subsection 101.1, Title, of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City and County of Broomfield, hereinafter referred to as "this code."

~~(B) Subsection 102.5, Application of residential code, of the IFC is amended by the addition of an exception, to Item 1 only, to read as follows:~~

~~EXCEPTION: Dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with Section P2904 of the 2024 International Residential Code do not require a permit. Nevertheless, dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with NFPA 13D require a permit pursuant to Section 105.6.2 of this code.~~

~~(C)~~ (B) Subsection 102.7, Referenced codes and standards, of the IFC is amended by adding the following sentence:

Where this code refers to the ICC Electrical Code, it means the latest edition of the National Electrical Code adopted by the State of Colorado.

~~(D)~~ (C) Subsection ~~405.6.4~~ 106.1, Submittals, of the IFC is amended to read as follows:

~~405.6.4~~ 106.1 Submittals. Construction documents shall be submitted in one or more sets and in such form and detail as required by the fire code official. The construction documents shall be prepared by a registered design professional when said documents

are submitted in support of an application for a construction permit required by Sections 105.6.1, 105.6.2, ~~105.6.4~~ **105.6.3**, 105.6.5, 105.6.6, 105.6.7, ~~105.6.9~~ **105.6.8**, 105.6.10, **105.6.11**, ~~105.6.12~~ **105.6.13**, ~~105.6.19~~, 105.6.20, 105.6.21, **105.6.22**, ~~105.6.23~~ **105.6.24**, or ~~105.6.23~~ **105.6.26**. When requested, qualification statements shall be submitted to the fire code official for the registered design professional to demonstrate compliance with the professional qualifications defined in Section 202.

~~(E)~~ **(D)** A new Subsection 106.2.5 of the IFC is added to read as follows:

106.2.5 Fire protection and life safety analysis. The fire code official may require the owner or agent to provide, without charge to the jurisdiction, a fire protection and life safety analysis prior to submitting construction drawings for high-rise buildings; covered mall buildings; buildings containing atriums connecting more than two stories; buildings containing high-piled combustible storage; Group A occupancies with an occupant load of 300 or more; Group H occupancies requiring a Hazardous Materials Management Plan and/or a Hazardous Materials Inventory Statement in accordance with Chapter ~~27~~ **50**; Groups I-2 and I-3 occupancies; any building, structure, or facility utilizing a performance-based approach to design in accordance with Section ~~104.8~~ **104.2.3** or ~~104.9~~ **104.2.4**; and other structures or facilities as required by the fire code official. A fire protection and life safety analysis shall provide a description of the fire protection and life safety systems design for the proposed building or facility. This description shall include the basic concepts used for suppression, alarm, notification, egress, fire-resistive assemblies, smoke control, stair pressurization, and other related systems; as well as the coordination of those systems. Upon completion of the project, a copy of the approved documentation shall be maintained at the site and by the fire code official until demolition of the building or facility. The fire protection and life safety analysis shall:

1. Be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official;
2. Bear the seal of a registered design professional;
3. Include a preliminary plan of the building, facility, or structure, drawn to scale upon suitable material;
4. Provide an analysis of fire protection water supplies for the building, facility, or structure, in accordance with Section 507;
5. Explain the intended use of the building, facility, or structure, or the applicable portions thereof, including special processes, the materials within the building, and the maximum height of any storage;
6. Describe all active and passive fire protection features of a specific facility, including, but not limited to, the basic concepts used for fire suppression, alarm, notification, egress, fire-resistive assemblies, smoke control, stair pressurization, and other related systems, as well as the coordination and integration of those systems with one another; and
7. Analyze the design, operation, use, coordination, and interaction of the fire-protection and life-safety systems.

Prior to issuing operational or construction permits required by this code, the fire code official must determine, with reasonable certainty, that the fire protection and life safety features as documented in the fire protection and life safety analysis achieve minimum code compliance and provide the level of protection intended by this code.

The fire code official shall specify the required organization, content categories, and format of the fire protection and life safety analysis.

~~(F)~~ (E) Subsection ~~105.5.29(1)~~ **105.5.30(1)** is amended to read as follows:

1. Storage and use of LP-gas in capacities exceeding 125 gallons (474 L) water capacity.

~~(G)~~ (F) Subsection ~~105.5.49~~ **105.5.51** Temporary membrane structures and tents, is amended to read as follows:

~~105.5.49~~ **105.5.51** Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet (37 m²).

...

(G) Subsection **105.5.58**, Valet trash collection, of the IFC is added to read as follows:

105.5.58 Valet trash collection. An operational permit is required to provide valet trash and/or recycling services.

(H) Subsection ~~105.6.6~~ **105.6.7**, Fire alarm and detection systems and related equipment, of the IFC is amended to read as follows:

~~105.6.6~~ **105.6.7** Fire alarm and detection systems and related equipment. A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment, including emergency alarm systems (Section 908). Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

(I) A new Subsection ~~105.6.25~~ **105.6.26**, Explosion control, of the IFC is added to read as follows:

~~105.6.25~~ **105.6.26** Explosion control. A construction permit is required to install or modify explosion control provided as required in Section 911.

(J) Subsection ~~105.6.15~~ **105.6.16** LP-Gas is amended to read as follows:

~~105.6.15~~ **105.6.16** LP-Gas. A construction permit is required for the installation or modification to an LP-gas system incorporating an individual container that exceeds a 125-gallon (474 L) water capacity. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

(K) Subsection ~~105.6.20~~ **105.6.21** Solar photovoltaic power systems is amended by the addition of the following exception:

Exception: Photovoltaic power systems installed on detached, non-habitable Group U structures including, but not limited to, parking shade structures, carports, solar trellises, and similar structures shall not require the issuance of a construction permit by the District.

(L) Subsection ~~105.6.24~~ **105.6.25** Temporary membrane structures and tents, is amended to read as follows:

~~105.6.24~~ **105.6.25** Temporary membrane structures and tents. A construction permit is required to erect an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet (37 m²).

...

- (M) Subsections ~~107.2~~ **108.2**, ~~107.4~~ **108.4**, and ~~107.6~~ **108.6** are amended by substituting the words "applicable governing authority" with "North Metro Fire Rescue District".
- (N) Subsection ~~108.2.4~~ **109.2.1**, Inspection requests, of the IFC is amended by adding the following sentence:
Whenever any installation subject to inspection prior to use is required, the fire code official is authorized to require that every such request for inspection be filed not less than two business days before such inspection is desired.
- (O) Section ~~111~~-**112**, of the IFC, is deleted in its entirety and replaced with language to read as follows:

SECTION 112
APPEALS

~~112.1~~ **112.1** Appeals procedure - general. Any person, firm, or corporation aggrieved by any application, interpretation, or order made by fire district personnel pursuant to any provision of this code or the standards adopted herein may appeal such decision, interpretation, or order to the fire chief. The fire chief shall establish reasonable rules for such appeal and shall make a record of all proceedings. The decision of the fire chief shall be considered a final administrative decision.

~~112.2~~ **112.2** Appeals procedure - administrative decisions. The authority to hear appeals of decisions of the fire chief, including the authority to determine the suitability of alternate materials and types of construction and to provide reasonable interpretations of the provisions of this code, shall be vested in the board of adjustment. The board of adjustment shall adopt reasonable rules and regulations for conducting its investigation and shall render decisions and findings in writing to the fire chief and the Chief Building Official, with a duplicate copy to the appellant.

- (P) Subsection ~~113.4~~ **113.4**, Violation penalties, of the IFC is amended to read as follows:
~~113.4~~ **113.4** Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, of a permit or certificate used under provisions of this code, shall be punishable as prescribed in chapter 1-12, B.M.C. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

- (Q) Subsection ~~114.4~~ **114.4**, Failure to comply, of the IFC is amended to read as follows:
~~114.4~~ **114.4** Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for such penalties as prescribed in chapter 1-12, B.M.C.

...

- (Y) Subsection ~~308.1.4~~ **4104.2** of the IFC is repealed in its entirety and reenacted to read as follows:
~~308.1.4~~ **4104.2** Open-flame **cooking** devices. No gas-fired grills, charcoal grills, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet (3 m) of any structure.

...

(Z) Subsection 304.1.1, of the IFC is amended to read as follows:

304.1.1 Valet trash. Valet trash collection shall only be permitted in R-2 occupancies equipped with an automatic fire sprinkler system installed in accordance with IFC Section 903.3.1.1 or 903.3.1.2. Valet trash shall comply with the requirements of Appendix O as adopted.

~~(Z)~~ (AA) Subsection 311.5, Placards, of the IFC is deleted in its entirety.

~~(AA)~~ (BB) Subsection 504.3, Stairway access to roof, of the IFC is amended to read as follows:

504.3 Stairway access to roof. New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3-percent slope), shall be provided with a stairway to the roof. When an exit enclosure is required by Section 1023, the stairway to the roof shall be located within an exit enclosure. Stairway access to the roof shall be in accordance with Section 1011.12. Such stairway shall be marked at street and floor levels with a sign indicating that the stairway continues to the roof. ~~Where roofs are used for roof gardens or for other purposes the roof is a vegetative roof, includes a landscaped roof area, or is used for other purposes,~~ stairways shall be provided as required for such occupancy classification.

~~(BB)~~ (CC) Section 509.1, Identification, of the IFC is amended by adding the following sentence: "Letters, numbers, and directional arrows shall be white text on a red background."

~~(CC)~~ (DD) A new Section 509.1.2, Fire protection equipment identification, of the IFC is added to read as follows:

509.1.2 Fire protection equipment identification. Access to the fire sprinkler valve riser room and/or fire alarm control panel (FACP) shall be identified on the outside of the building with a minimum of 4" high letters or numbers with a ½" width stroke. Interior doors that access fire sprinkler valve rooms and/or FACPs shall utilize a minimum of 2" high letters with a ¼" stroke width.

~~(DD)~~ (EE) A new Section 511, Fire protection in recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots, of the IFC is added to read as follows:

511 Fire protection in recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots. Recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots shall provide and maintain fire hydrants and access roads in accordance with Sections 503 and 507.

EXCEPTION: Recreational vehicle parks located in remote areas shall be provided with protection and access roadways as required by the fire code official.

~~(EE)~~ A new Section 605.10, Carbon monoxide alarm and detector maintenance, inspection, and testing, of the IFC is added to read as follows:

~~605.10 Carbon monoxide alarm and detector maintenance, inspection, and testing. The building owner shall be responsible to maintain all carbon monoxide alarms and detectors in an operable condition at all times. Maintenance, inspection, and testing shall be performed in accordance with the manufacturer's instructions or nationally recognized standards. A written record shall be maintained and shall be made available to the fire code official upon request.~~

. . .

(HH) Subsection ~~903.2.8.4~~ **903.2.8.3**, Care Facilities, of the IFC is amended to read as follows:

An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with eight or fewer individuals in a single-family dwelling.

(II) A new subsection to 903.2.8, Group R, of the IFC is added to read as follows:

~~903.2.8.5~~ **903.2.8.4** Group R-2. An automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be provided throughout all Group R-2 occupancies that meet the federal Fair Housing Act definition of senior housing or housing for older persons.

. . .

(OO) Subsection 912.1, Installation, of the IFC is amended to read as follows:

912.1 Installation. Fire department connections shall be installed in accordance with this section and the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.7. Unless the incorporation of the large diameter Storz-style connections is specifically approved by the Fire District, the number of 2.5-inch inlets provided shall not be less than one for each 250 gallons per minute of system demand or major fraction thereof, to a maximum of six 2.5-inch inlets. Each 2.5-inch inlet shall be equipped with a clapper valve to allow each hose to be connected and charged before the addition of more hoses. **For fire department connections employing Storz-style connections, additional Storz connections shall only be required for manual systems with calculated hydraulic demands exceeding 750 gpm. In such situations, one Storz connection shall be provided for each 750 gpm of system demand, or major fraction thereof over 750 gpm.**

. . .

(TT) Subsection 3105.2, Approval, is amended to read as follows:

3105.2 Approval. Temporary special event structures **required to have a permit, as set forth in Sections 105.5 and 105.6**, in excess of 700 square feet (65 m²) shall not be erected, operated or maintained for any purpose without first obtaining approval and a permit from the fire code official.

(UU) Subsection ~~3107.8~~ **3108.8**, Clearance, of the IFC is deleted in its entirety.

. . .

(YY) Subsection 5706.2.4.4, Locations where aboveground tanks are prohibited, of the IFC is ~~amended to read as follows~~ **deleted in its entirety.**

~~5706.2.4.4 Locations where aboveground tanks are allowed. Storage of Class I and II liquids in aboveground tanks outside of buildings is allowed when such storage complies with Sections 5704.2.9.6.1 through 5704.2.9.6.3~~

. . .

(AAA) The NFPA standards in Chapter 80, Referenced Standards, of the IFC are retained except as modified in the following table:

[The existing NFPA Standards table found in the Broomfield Municipal Code is deleted in its entirety and replaced with the following table:]

NFPA Standards

<i>Standard reference number:</i>	<i>Change to:</i>
11-21	11-24
12-22	12-25
12A-22	12A-25
13-22	13-25
13D-22	13D-25
13R-22	13R-25
14-22	14-24
17-21	17-24
17A-21	17A-24
20-22	20-25
24-22	24-25
31-20	31-24
33-21	33-24
34-21	34-24
35-21	35-26
40-22	40-25
52-22	52-26
58-23	58-24
59A-22	59A-23
69-23	69-24
72-22	72-25
76-20	76-24
80-22	80-25
92-21	92-24
105-22	105-25
110-22	110-25
111-22	111-25
170-21	170-24
204-21	204-24
260-23	260-24
286-23	286-24
303-21	303-26
318-22	318-25
326-20	326-25
400-22	400-25
410-20	410-25
505-23	505-24
655-19	655-17
770-21	770-26

780-23	780-26
853-20	853-25
855-20	855-23
1122-28	1122-26
1123-22	1123-26
1124-06	1124-26
1125-22	1125-26
2001-22	2001-25
2010-20	2010-25

Section 9

Chapter 15-22 - International Fuel Gas Code of the Broomfield Municipal Code is amended as follows:

15-22-010 - Amendments to the International Fuel Gas Code.

The following amendments are hereby made to the ~~2021~~ **2024** International Fuel Gas Code

[Other than the change in date, no other changes are being made to Section 15-22-010]

Section 10

Chapter 15-24 - International Plumbing Code of the Broomfield Municipal Code is amended as follows:

15-24-010 - Amendments to the International Plumbing Code.

The following amendments are hereby made to the ~~2021~~ **2024** International Plumbing Code:

(A) Section 306.2.1 is hereby deleted.

Section 11

Chapter 15-33 - Colorado Model Electric Ready and Solar Ready Code is hereby deleted in its entirety having been replaced by the Colorado Low Energy and Carbon Code, which has been adopted as set forth in Chapter 15-03.

Section 12

This ordinance is effective April 15, 2026 after publication following final passage.

Introduced and approved after first reading on January 27, 2026, and ordered published in full.

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

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney