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

**** Revised ****

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1. Meeting Commencement

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

2. Petitions and Communications

- 2.A. Proclamation - Child Abuse Prevention and Awareness Month
- 2.B. Proclamation - Declaring April 6-12, 2026 as National Public Health Week

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

- 6.A. Minutes for Approval
- 6.B. Ordinance - First Reading - Adjusting Campaign Finance Deadlines for October Reports
— Ordinance No. 2303 amends Section 4-08-080 of the Broomfield Municipal Code to update municipal campaign finance reporting requirements.
- 6.C. Request for Executive Session Regarding the Council Appointees' Evaluation Process

7. Action Items

- 7.A. Public Hearing - Resolution - North Park Filing No. 7 Replat A Center Street Final Plat and Site Development Plan
— Resolution No. 2026-35 approving North Park Filing No. 7 Replat A Final Plat, Site Development Plan and Master Sign Plan
- 7.B. Public Hearing - Ordinance Third Reading - Amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles
— Ordinance No. 2293 amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles

- 7.C. Public Hearing - Ordinance Second Reading - Amending Municipal Code in Response to Colorado Supreme Court's Rulings Regarding Municipal Court
- Ordinance No. 2284 updating Broomfield Municipal Code General Penalty Provision
 - Ordinance No. 2299 updating the Broomfield Municipal Code provisions for shoplifting, theft and defraud by check to align penalties with Colorado state law based on dollar amounts
- 7.D. Public Hearing - Ordinance Second Reading - Addition of a Municipal Code Chapter Prohibiting Discrimination Within Broomfield
- Ordinance 2296 amending the municipal code to prohibit discrimination within Broomfield in housing, employment, and public accommodations.
- 7.E. Resolution - Construction Agreement with Diamond Contracting for the 2026 Waterline Replacement Project
- Resolution No. 2026-06 approving a Construction Agreement with Diamond Contracting Corp. for Waterline Replacement Projects

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

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

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

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



Date Posted: March 24, 2026



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Lisana Muñoz

Meeting Date: Tuesday, March 24, 2026, 6:00 PM
Agenda Category: Petitions and Communications
Agenda Item: 2A
Subject: Proclamation - Child Abuse Prevention and Awareness Month

Goals: Thriving, Diverse, Safe and Welcoming Community

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 presentation.

Community organizations and City of Broomfield departments came together to accept a proclamation and highlight their coordinated efforts to protect and support children and families. Groups including Broomfield Early Childhood Council, Court Appointed Special Advocates (CASA), Ralston House, Clinica, Community Reach Center, A Precious Child, and City services such as Police and Human Services work collaboratively to provide an integrated system of care focused on early childhood development, family engagement, mental health, abuse prevention, victim advocacy, and crisis response. Through volunteer advocacy, prevention training, therapeutic services, coordinated investigations, and 24/7 hotline support, these partners emphasize early intervention and strong community collaboration to strengthen families, promote healing, and ensure the safety and well-being of children in Broomfield.

Attachments

[Council Memo Child Abuse Proclamation Memo 2026-03-24 \(1\).\(1\).pdf](#)

[Proclamation Child Abuse Awareness Month 03-24-2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Representatives from Broomfield Early Childhood Council (BECC), Court Appointed Special Advocates (CASA), Ralston House, Community Reach Center, Clinica Family Health & Wellness, and A Precious Child join with Broomfield Library, Police, Recreation Services, Public Health, and Human Services staff to accept the proclamation and discuss upcoming events.

The Broomfield Early Childhood Council (BECC) seeks to create an integrated system of care and support for all children, their families, and their providers. The BECC supports activities and accomplishments to help achieve its goals within the following three domains: Health and Wellness, Family Support and Engagement, and Early Care and Learning.

Court Appointed Special Advocates (CASA) is a volunteer-based, nonprofit organization that trains and supervises community volunteers to represent the best interests of our most vulnerable citizens - child victims of physical, sexual or emotional abuse and neglect. Broomfield's CASA program is managed by the 17th Judicial District, which includes both Broomfield and Adams Counties.

Each year, CASA serves approximately 50 children who have experienced abuse and neglect within Broomfield County. CASA of Adams and Broomfield Counties states that publicly and privately funded studies have demonstrated the positive impact a CASA Volunteer makes in the life of an abused or neglected child.

Ralston House is a nonprofit organization that works directly with law enforcement, social services, and district attorneys to provide services for children and their families at no cost, who have witnessed or experienced physical or sexual abuse. Every year, more than 1,000 children receive help and start on a path toward healing. Early intervention makes a difference. Effective child abuse prevention programs, such as the prevention training that Ralston House provides, succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community. Ralston House's Northglenn facility serves Broomfield and Adams County.

The Child, Adult, and Family Services (CAFS) Division of the Department of Human Services receives all calls related to potential maltreatment of children and at-risk adults within the City and County of Broomfield. All calls of concern are received through the Statewide Child Abuse Hotline (1-844-CO-4-KIDS) and are personally handled by our staff 24 hours per day. Community members are a vital partner in this effort. We encourage you to call with concerns, questions, and referrals. In addition to connecting families within services such as public health, self-sufficiency, and workforce programs, we partner with a variety of community providers (such as Community Reach, Mental Health Partners, A Precious Child, and Broomfield FISH) to offer services and supports to help families become stronger, more resilient, and healthier. We believe healthy families create healthy children and healthy communities.

The Broomfield Police Department works with the Department of Human Services collaboratively on Child protection issues. All criminal allegations are completed through a bifurcated investigation. All criminal charges are filed with the District Attorney's office. BPD provides education in a variety of venues to the public regarding child abuse prevention. Victim Services contacts and provides victim rights and resources to all families victimized by child abuse.

Clinica, previously Mental Health Partners, has been supporting mental health for Broomfield children, teens, and families for the last 60 years. Mental Health therapists, care coordinator, health and wellness coach, peer support specialist, prescribers, and nurses provide services to about 475 clients a month, helping them reach their goals to improve their emotional, psychological, and overall well-being. Clinica provides an array of trainings to assist all community members in enhancing their wellness and in helping community members support each other with mental health challenges.

Prior Council or Other Entity Actions

☐ Proclamation Child Abuse Awareness Month 3-25-25

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

For Council to declare and proclaim April 2026 as Child Abuse Prevention and Awareness Month

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING APRIL 2026 AS CHILD ABUSE PREVENTION AND AWARENESS MONTH

- WHEREAS, every one of the more than 1.2 million children in Colorado today deserve to be valued, healthy and thriving; and
- WHEREAS, children are our future employees, leaders, neighbors and community partners, that will shape the future of Colorado; and
- WHEREAS, child development is the foundation for community development and economic prosperity; and
- WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and
- WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and
- WHEREAS, everyone benefits when we focus on addressing underlying causes that lead to health and social inequities; and
- WHEREAS, we all have a role in ensuring that children have positive experiences and that families have the resources they need, when they need them; and
- WHEREAS, when parents, caregivers, family, friends, neighbors, employers, and elected leaders work together to increase five critical protective factors in families' lives, that is when we can prevent child abuse, strengthen families and build brighter childhoods; and
- WHEREAS, The City and County of Broomfield believes community action and collaboration are crucial elements of child abuse prevention. We act in partnership with Broomfield Early Childhood Council, Clinica, Community Reach Center, Ralston House, A Precious Child, Broomfield Public Health, Human Services, the Broomfield Library, Broomfield Recreation Services, Broomfield Police, CASA of Adams and Broomfield Counties, and all community stakeholders to prevent child maltreatment; and
- WHEREAS, we acknowledge that we must work together as a community in partnership to build awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and
- WHEREAS, strengthening families remains the best defense for our children and families.

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

Child Abuse Prevention and Awareness Month In Broomfield

I invite and urge all citizens in the community to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

In witness whereof, I hereunto set my hand and official seal on this the 24th day of March 2026.

Guyleen Castriotta
Mayor



B. Proclamation - Declaring April 6-12, 2026 as National Public Health Week

Meeting	Agenda Group
Tuesday, March 24, 2026, 6:00 PM	Petitions and Communications Item: 2B.
Presented By	
Jason Vahling, Director of Public Health & Environment	

Overview

Each April, communities across the country come together to celebrate National Public Health Week, which recognizes public health's contributions to building stronger and healthier communities.

Broomfield established a local public health agency in 2001, as part of the process of forming a new county and the necessary infrastructure to support it. Since that time, Broomfield Public Health & Environment (BPHE) has been protecting and promoting the health of the Broomfield community through the provision of vital core public health services.

National Public Health Week is a way to celebrate our collective efforts to make Broomfield a place where everyone can thrive and live a healthy life.

Attachments

[Memo for National Public Health Week Proclamation_2026 \(4\).pdf](#)
[2026 NPHW Proclamation .pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Each April, communities across the country come together to celebrate National Public Health Week, which recognizes public health's contributions to building stronger and healthier communities.

Broomfield established a local public health agency in 2001, as part of the process of forming a new county and the necessary infrastructure to support it. Since that time, Broomfield Public Health & Environment (BPHE) has been protecting and promoting the health of the Broomfield community through the provision of vital core public health services, including:

- Preparing for and responding to emergencies
- Promoting access to physical and mental health information and services, including removing barriers for those most impacted by health issues
- Preventing and controlling the spread of diseases
- Ensuring the food we purchase and consume is safe
- Protecting our land, air and water from hazardous materials
- Providing data and health education to inform community decisions
- Issuing birth and death certificates
- Identifying the top health needs in the community, like mental health and substance misuse, and working with partners to address them
- Promoting healthy lifestyles and providing people with resources to make positive changes

Over the past twenty-five years, the population of Broomfield has nearly doubled, resulting in an increasing demand for public health services. In 2025, BPHE responded to a 12% increase in WIC caseload over the previous year, a 40% increase in temporary event permits for retail food vendors, and an 8% increase in the issuance of birth and death certificates, just to cite a few examples.

BPHE works closely with other city and county departments, local nonprofits, community partners, child care centers, schools, long term care facilities, health care providers, and businesses to advance the health of the people who live, work and play in Broomfield. Together, we are seeing positive results in health trends among our residents, such as:

- Youth substance use has been trending down in all categories (alcohol, marijuana, vaping and smoking) since 2015, except prescription drug use, which has been flat.
- Deaths by suicide and overdose deaths have both been trending down since 2021.
- Fewer Broomfielders report poor mental health (23.1% in 2023 vs. 20.4% in 2025) and not being able to access mental health care when needed (17.7% in 2023 vs. 11.4% in 2025).
- In 2024, 98.4% of Broomfield kindergarteners were compliant with their vaccine requirements.
- In Broomfield, there were 5 teen births per 1,000 females ages 15-19 compared to 11 teen births per 1,000 females ages 15-19 in Colorado (2024).
- Over 70% of Broomfield residents have undergone preventive screenings such as cholesterol checks, Pap smears, and colorectal cancer screenings.
- In 2025, Broomfield conducted 248 retail food establishment inspections, with no associated foodborne illness outbreaks.

Proclaiming April 6-12, 2026 as National Public Health Week is a way to celebrate our collective efforts to make Broomfield a place where everyone can thrive and live a healthy life.

Financial Considerations

N/A

Prior Council or Other Entity Actions

[National Public Health Week Proclamation April 7-13, 2025](#)

Boards and Commissions Prior Actions and Recommendations

The Board of Health recommended during the March 5, 2026 meeting that a Proclamation recognizing National Public Health Week and the contributions of local public health agencies be issued.

The Board of Health recommended during the March 6, 2025 meeting that a Proclamation recognizing National Public Health Week and the contributions of local public health agencies be issued.

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING APRIL 6-12, 2026 AS NATIONAL PUBLIC HEALTH WEEK

- WHEREAS, *Each April, communities across the country come together to celebrate National Public Health Week, which recognizes public health's contributions to building stronger and healthier communities; and*
- WHEREAS, *Broomfield's Department of Public Health & Environment (BPHE) protects and promotes the health of the Broomfield community through the provision of vital core public health services; and*
- WHEREAS, *This includes preparing for and responding to emergencies, promoting access to physical and mental health services, preventing and controlling the spread of diseases, protecting our land, air, water, and food, promoting healthy lifestyles, and identifying top health needs and strategies to address them; and*
- WHEREAS, *BPHE works closely with other city and county departments, local nonprofits, community partners, child care centers, schools, long term care facilities, health care providers, and businesses to advance the health of the people who live, work, and play in Broomfield; and*
- WHEREAS, *Together we are seeing positive results in health trends among our residents; and*
- WHEREAS, *National Public Health Week is a way to celebrate our collective efforts to make Broomfield a place where everyone can thrive and live a healthy life.*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim April 6-12, 2026 as:

NATIONAL PUBLIC HEALTH WEEK IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 24th day of March 2026.

Guyleen Castriotta
Mayor



City and County of Broomfield

City Council Regular Meeting

A. Minutes for Approval

Meeting	Agenda Group
Tuesday, March 24, 2026, 6:00 PM	Consent Items Item: 6A.
Presented By	
Crystal Clemens, City Clerk	

Approval of Minutes for Regular Council Meetings of March 3 and March 10, 2026.

Attachments

[March 3, 2026 Minutes.pdf](#)

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

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

March 3, 2026, 6:00 PM - March 3, 2026, 9:20 PM

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

- **Katie Peterson**, Ward 1
- **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
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

Not Present:

- **Guyleen Castriotta**, Mayor
- **Sean McKenzie**, Ward 4

Also Present:

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

The Mayor Pro Tem called a recess at 7:45 p.m. The meeting reconvened at 8:05 p.m.

1. Meeting Commencement

1.A. Pledge of Allegiance- 6:03 PM

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

2. Petitions and Communications

2.A. Swearing -In Ceremony- 6:04 PM

The Honorable Amy Bockman, Presiding Municipal Court Judge, administered the Oath of Office for Councilmember Katie Peterson.

3. Councilmember Reports

Jason Vahling, Director of Public Health, provided an update on the City and County of Broomfield's measles response. - 6:44 p.m.

4. Public Comment

5. Reports

5.A. 2026 Legislative Session Update - 6:43 PM

6. Consent Items

7. Action Items

7.A. Council Appointments to Fill Expiring and Vacant Terms on Boards and Commissions- 6:57 PM

Councilmember Cohen moved to nominate all applicants on the 2026 Boards and Commissions Master Application list.

Following the nominations the meeting proceeded with Council's vote electronically.

7.B. Appointments to Advisory Committee on Environmental Sustainability- 7:06 PM

Councilmember Ward moved that Sammantha Tillotson, Jon Boomershine, Lance French, Jason Garvin, Kyle Conrad, and H.G. Parsa be appointed as members of the Advisory Committee on Environmental Sustainability to fill the 4-year term or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Spencer Vore be appointed as a member of the Advisory Committee on Environmental Sustainability to fill the unexpired term ending in 2028. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Donald Lane Parker and Ashok Reddy be appointed as alternate members of the Advisory Committee on Environmental Sustainability to fill the 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Julianne Sanjeev Chirakattu be appointed as a youth member of the Advisory Committee on Environmental Sustainability to fill the 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Everette Keahey be appointed as a youth alternate member of the Advisory Committee on Environmental Sustainability to fill the 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.C. Appointments to Arts History and Cultural Council- 7:23 PM

Councilmember Ward moved that Joshua Vigliotti, Edie F. Mann, Mary Kate Karr-Petras, and Mackenzie Carignan be appointed as members of the Arts, History, and Cultural Council to fill the 4-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Patricia Chin be appointed as a member of the Arts, History, and Cultural Council to fill the unexpired 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Todd Baker and Adrienne Gauthier be appointed as alternate members of the Arts, History, and Cultural Council to fill the 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Celeste Pontarelli be appointed as a youth member of the Arts, History, and Cultural Council to fill the 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Suhan Kulkarni be appointed as a youth alternate member of the Arts, History, and Cultural Council to fill the 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.D. Appointments to Broomfield Housing Authority- 7:41 PM

Councilmember Ward moved that Nicholas Rosenbeck, Alan Feinstein, and Robert Munroe be appointed as members of the Broomfield Housing Alliance to fill 4-year terms, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.E. Appointments to Board of Health- 7:45 PM

Councilmember Ward moved that Laura Jo Reich and Gena Valdez be appointed as members of the Board of Health to fill 4-year terms, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.F. Appointments to Historic Landmark Board- 7:47 PM

Councilmember Ward moved that Michelle Pearson be permitted to serve a third term on the Historic Landmark Board. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Andrew Regensburger, Kurtis Zinger, Michelle Pearson, Brent Phillips be appointed as members of the Historic Landmark Board to fill 4-year terms, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Ashok Reddy be permitted to serve on two boards. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Ashok Reddy be appointed as a member of the Historic Landmark Board to fill an unexpired 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.G. Appointments to Land Use Review Commission- 8:05 PM

Councilmember Ward moved that Frank Dong, Fred Weiss, and Jon Waines be appointed as a members of the Land Use Review Commissions to fill a 4-year term, or until a successor is appointed. The motion was seconded by Councilmember Anderson and passed 9-0.

Councilmember Ward moved that Nancy Reeson Davis and Carolee Jackson be appointed as alternate members of the Land Use Review Commissions to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.H. Appointments to Library Board- 8:16 PM

Councilmember Ward moved that Hayley Elliott, Kendra Dunn, and Blake Unis be appointed as members of the Library Board to fill a 4-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Sandra Anderson and Emily Mariani be appointed as alternate members of the Library Board to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Georgia Herrmann be appointed as a youth member of the Library Board to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Joshua Antony be appointed as an alternate youth member of the Library Board to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.I. Appointments to Neighborhood Board of Adjustment- 8:28 PM

Councilmember Ward moved that Meredith Oliver, Verlan Stephens, and Michael Weiland be appointed as a members of the Neighborhood Board of Adjustment to fill a 4-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.J. Appointments to Open Space and Trails- 8:29 PM

Councilmember Ward moved that Alexis Sweet, Tina Thomas, Joel Niles, and Teng Keng H. Vang be appointed as a members of the Open Space and Trails Advisory Committee to fill a 4-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Andrew Holschouser and Karl Buchholz be appointed as alternate members of the Open Space and Trails Advisory Committee to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Joseph Jewett be appointed as a youth member of the Open Space and Trails Advisory Committee to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Audvik Challa be appointed as alternate youth member of the Open Space and Trails Advisory Committee to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.K. Appointments to Parks Recreation and Senior Services Advisory Committee- 8:44 PM

Councilmember Ward moved that Michael Irwin, Karen Lechman, Jenna Jarvis, and Howard Shuster be appointed as a members of the Senior Services Advisory Committee to fill a 4-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Alfonso Ramirez and Brian Fink be appointed as alternate members of the Senior Services Advisory Committee to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Madison Worker be appointed as a youth member of the Senior Services Advisory Committee to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that David Parameswaran be appointed as alternate youth member of the Senior Services Advisory Committee to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.L. Appointments to Personnel Merit Commission- 8:53 PM

Councilmember Ward moved that Wanda Saed and Peter Bulmer be appointed as a members of the Personnel Merit Commission to fill a 4-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Sandy Inglieri, Nick Colonna, and Teri Floyd be appointed as alternate members of the Personnel Merit Commission to fill a 2-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.M. Appointments to Scientific and Cultural Facilities District- 8:57 PM

Councilmember Ward moved that Deven Shaff be appointed as a members of the Scientific and Cultural Facilities District to fill a 3-year term, or until a successor is appointed. The motion was seconded by Councilmember Braun and passed 9-0.

7.N. Resolution - Establishing a Comprehensive Plan Community Advisory Committee- 8:59 PM

Councilmember Ward moved to approve Resolution 2026-24 establishing Comprehensive Plan Community Advisory Committee. The motion was seconded by Councilmember Braun and passed 9-0.

7.O. Appointments to the Comprehensive Plan Community Advisory Commission- 9:02 PM

Councilmember Ward moved to allow David Feineman to serve on two boards. The motion was seconded by Councilmember Anderson and passed 9-0.

Councilmember Ward moved that Janet Bilsborrow, David Feineman, Andrea Gamboa, Michael McLane, and Curt Ophaug-Johansen be appointed as at-large members of the Comprehensive Plan Community Advisory Commission. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved to allow Madison Worker to serve on two boards. The motion was seconded by Councilmember Anderson and passed 9-0.

Councilmember Ward moved that Brock Sleadd and Madison Worker be appointed as youth members of the Comprehensive Plan Community Advisory Commission. The motion was seconded by Councilmember Braun and passed 9-0.

Councilmember Ward moved that Helmut Verlage - Historic Landmark Board, Christopher Kyea - Fiscal Leadership on Water Advisory Committee, Erin Seedorf - Board of Health, Cheryl Lovell - Library Advisory Board, Elizabeth Mays - Advisory Committee on Environmental Sustainability, Bruce Peterman - Land Use Review Commission, Chris Roarty - Parks Recreation and Senior Services Advisory Committee, Linda Fahrenbruch - Broomfield Housing Authority, Joshua Vigliotti - Arts History and Cultural Council, and Joel Niles - Open Space and Trails Advisory

Committee, be appointed as representatives to the Comprehensive Plan Community Advisory Commission. The motion was seconded by Councilmember Braun and passed 9-0.

7.P. Council Self Appointments to Vacant Boards, External Organizations, and Committees- 9:16 PM

Mayor Pro Tem Lim moved to nominate the slate of self-appointments to various organizations and committees currently vacant due to Kenny Nguyen's resignation.

Broomfield Chamber of Commerce Board of Directors (1 position: member)
Councilmember Delgadillo - Member

Broomfield County Transportation Forum (1 position: Vice Chair)
Councilmember Anderson - Vice Chair

Denver Regional Council of Governments (DRCOG) (1 position: alternate)
Councilmember Anderson - alternate

Metro Area County Commissioners (MACC) (1 position: chair/member)
Councilmember Cohen - Chair/member

Following the nominations the meeting proceeded with Council's vote electronically.

Councilmember Ward moved to approve the slate as presented. The motion was seconded by Councilmember Braun and passed 9-0.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

March 10, 2026, 6:02 PM - March 10, 2026, 9:11 PM

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

- **Guyleen Castriotta**, Mayor
- **Katie Peterson**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Jean Lim**, Ward 3
- **Sarah Braun**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4
- **Heidi Henkel**, Ward 5 (left the meeting at 9:04 PM)
- **Todd Cohen**, Ward 5
- **Lori Goldstein**, BURA Authority Member

Not Present:

- **Elizabeth Law-Evans**, BURA Authority Member

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
- Michelle Parker, Deputy City and County Clerk
- And various staff members

The Mayor called a recess at 8:14 p.m. The meeting reconvened at 8:24 p.m.

1. Meeting Commencement

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

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

2. Petitions and Communications

2.A. Proclamation - Declaring March as Intellectual and Developmental Disabilities (IDD) Month - 6:03 PM

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

Councilmember Ward moved to approve Consent Items 6A - 6F. The motion was seconded by Councilmember Delgadillo and passed 10:0.

6.A. Minutes for Approval- 6:17 PM

6.B. Resolution - Approving a Utility and Access Easement to CenturyLink at 4417 Arlington Avenue in City and County of Broomfield Open Lands - 6:17 PM

6.C. Resolution - Construction Agreement with Morton Electric, Inc. for the Main Street and Miramonte Boulevard Traffic Signal Project- 6:17 PM

6.D. Resolution - Master License Agreement Forged Fiber Master License Agreement (Fiber to Home)- 6:17 PM

6.E. Resolution - Emergency 30 inch Transmission Line Repair on Aspen Street- 6:17 PM

6.F. Ordinance - First Reading - Ordinances Amending Municipal Code in Response to Colorado Supreme Court's Rulings Regarding Municipal Court- 6:17 PM

7. Action Items

7.A. Public Hearing - Ordinance Second Reading - Updates to Water Use and Drought Restrictions- 6:21 PM

Public Hearing was opened at 6:21 PM and closed at 6:37 PM

Councilmember Delgadillo moved to approve Ordinance No. 2294 amending certain Sections of Chapter 13-36 of the Broomfield Municipal Code Water Use and Drought Restrictions. The motion was seconded by Councilmember Delgadillo and passed 10:0.

7.B. Public Hearing - Resolution - Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign- 6:38 PM

Public Hearing was opened at 6:38 PM and closed at 7:30 PM

This item was heard concurrently with Item 7C.

Councilmember Henkel moved to approve Resolution No. 2026-51 Approving Palisade Park Filing No. 1 Site Development Plan/Urban Renewal Site Plan Amendment to a Monument Sign. The motion was seconded by Councilmember Cohen and passed 7:3 with Councilmembers Anderson, Lim, and Ward opposed.

7.C. BURA Public Hearing - Resolution - Palisade Park Filing No. 1 Replat E, Lot 2 Site Development Plan Amendment for a Monument Sign- 7:32 PM

(Broomfield Urban Renewal Authority - BURA)

This item was heard concurrently with Item 7B.

Authority member Henkel moved to approve Resolution No. 2026-52-UR Approving the Palisade Park Filing No. 1 Urban Renewal Site Plan Amendment to a Monument Sign. The motion was seconded by Authority member Cohen and passed 8:3 with Authority members Anderson, Lim, and Ward opposed.

7.D. Resolution - First Amendment to the 2026 CCOB Budget- 7:34 PM

This item was heard concurrently with Item 7E.

Councilmember Henkel moved to approve Resolution 2026-33 Authorizing and Approving The First Amendment To The City And County Of Broomfield Budget For The Year 2026. The motion was seconded by Councilmember Delgadillo and passed 10:0.

7.E. BURA - Resolution - First Amendment to the 2026 BURA Budget- 8:13 PM

(Broomfield Urban Renewal Authority - BURA)

This item was heard concurrently with Item 7D.

Authority member Henkel moved to approve Resolution No 2026-34-UR Authorizing and Approving The First Amendment to the Broomfield Urban Renewal Authority Budget for the year 2026. The motion was seconded by Authority member Ward and passed 11:0.

7.F. Resolution - Broomfield Water Recovery Facility Late Work Package (LWP) with Moltz Construction and Carollo Engineers Agreements- 8:27 PM

Councilmember Henkel moved to approve Resolution No. 2026-41 Authorizing and Approving the Guaranteed Maximum Price Amendment Two to the Construction Agreement with Moltz Construction, Inc. for the Water Recovery Facility, Phase 1 Improvements Late Work Package. The motion was seconded by Councilmember Delgadillo and passed 10:0.

Councilmember Peterson moved to approve Resolution No. 2026-42 Authorizing and Approving the Consulting Agreement with Carollo Engineering Company, Inc. for Engineering Services

During Construction for the Water Recovery Facility, Phase 1, Late Work Package. The motion was seconded by Councilmember Ward and passed 10:0.

Councilmember Delgadillo moved to approve Resolution No. 2026-43 Authorizing and Approving the Consulting Agreement with Carollo Engineering Company, Inc. for Engineering Design Services for the Water Recovery Facility, Phase 1b, Final Design. The motion was seconded by Councilmember Braun and passed 10:0.

Councilmember Delgadillo moved to approve Resolution No. 2026-44 Authorizing and Approving an Amendment to the Agreement with Ground Engineering, Consultants, Inc. for Geotechnical Engineering and Testing Services for the Water Recovery Facility Phase 1 Project. The motion was seconded by Councilmember Henkel and passed 10:0.

7.G. Resolution - Broomfield Water Tanks Late Work Package (LWP) Construction and Engineering Amendments - 8:54 PM

Councilmember Delgadillo moved to approve Resolution No. 2026-45 Authorizing and Approving the Amendment to the Consulting Agreement with Burns & McDonnell Engineering, Inc. for Engineering Services During Construction during the Late Work Package for the Broomfield Tanks Project. The motion was seconded by Councilmember Ward and passed 9:0. Councilmember Henkel was absent.

Councilmember Delgadillo moved to approve Resolution No. 2026-46 Authorizing and Approving the Guaranteed Maximum Price Amendment Three to the Construction Agreement with Garney Construction, Inc. for the Broomfield Tanks Project Late Work Package (LWP). The motion was seconded by Councilmember Ward and passed 9:0. Councilmember Henkel was absent.

Councilmember Delgadillo moved to approve Resolution No. 2026-47 Authorizing and Approving a Consulting Agreement with Ground Engineering for Geotechnical and Material Testing Services for Tanks Project. The motion was seconded by Councilmember Ward and passed 9:0. Councilmember Henkel was absent.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Castriotta



BROOMFIELD CITY COUNCIL

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

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

Agenda Category: Consent Items

Agenda Item: 6B

Subject: Ordinance - First Reading - Adjusting Campaign Finance Deadlines for October Reports

- Ordinance No. 2303 amends Section 4-08-080 of the Broomfield Municipal Code to update municipal campaign finance reporting requirements.

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 presentation.

Ordinance No. 2303 amends Section 4-08-080 of the Broomfield Municipal Code to update municipal campaign finance reporting requirements.

Attachments

[Memo for Campaign Finance Deadlines.pdf](#)

[DRAFT Proposed Ordinance No. 2303 Adjusting Campaign Finance Deadlines for October Reports.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Ordinance No. 2303 amends section 4-08-080 of the Broomfield Municipal Code to clarify the municipal campaign finance reporting deadlines and to eliminate scenarios where a report is due before the end of the reporting period.

As section 4-08-080 is currently written, in election years, the municipal campaign finance report covering October 1 through October 15 is due 21 days prior to the election, and the report covering October 16 through October 31 is due the Friday prior to the election. Depending on the day of the election, one, or both, of these reports could be due prior to the end of its reporting period. Both reports this year (for the election in Ward 1) and next year (for all open seats) will be due before the end of the reporting periods. In order to have complete and accurate information, either Council must amend the due dates in the code to ensure the reports cover the entire reporting period, or candidates must submit amendments to their reports to address changes coming after the report was due.

Proposed Ordinance No. 2303 amends the due dates for these two reports by setting a fixed due date instead of one dependent on election day. It also clarifies that if any municipal campaign finance report is due on a weekend or holiday, the report becomes due on the next business day.

The table below lays out the due dates for the October reports currently in the Broomfield Municipal Code, and the due dates Proposed Ordinance No. 2303 would create. Dates underlined and in red indicate due dates prior to the end or on the last day of the reporting period.

Election day	Current October 1-15 due date	Proposed October 1-15 due date	Current October 16-31 due date	Proposed October 16-31 due date
November 2	<u>October 12 (Tuesday)</u>	October 18 (Monday)	<u>October 29 (Friday)</u>	November 1 (Monday)
November 3	<u>October 13 (Tuesday)</u>	October 19 (Tuesday)	<u>October 30 (Friday)</u>	November 2 (Monday)
November 4	<u>October 14 (Tuesday)</u>	October 20 (Monday)	<u>October 31 (Friday)</u>	November 3 (Monday)
November 5	<u>October 15 (Tuesday)</u>	October 18 (Friday)	November 1 (Friday)	November 1 (Friday)
November 6	October 16 (Tuesday)	October 18 (Thursday)	November 2 (Friday)	November 1 (Thursday)
November 7	October 17 (Tuesday)	October 18 (Wednesday)	November 3 (Friday)	November 1 (Wednesday)
November 8	October 18 (Tuesday)	October 18 (Tuesday)	November 4 (Friday)	November 1 (Tuesday)

Financial Considerations

N/A

Prior Council or Other Entity Actions

[May 10, 2022](#) Ordinance No. 2171 amending Chapter 4-08 of the Broomfield Municipal Code Relating to Municipal Campaign Finance.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Ordinance No. 2303 be approved on first reading and ordered published in full with a public hearing and second reading to be held on April 14, 2026.

Alternatives

Do not approve the ordinance and maintain the current Code deadlines. Candidates will be required to submit amendments to their reports to address changes coming after the report was due.

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

ORDINANCE NO. 2303

An ordinance adjusting campaign finance deadlines for October reports

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

Section 1.

Section 4-08-080 - Municipal Campaign Finance Reporting Requirements of the Broomfield Municipal Code is hereby amended as follows:

4-08-080 - Municipal Campaign Finance Reporting Requirements.

- (A) In non-election years candidates, candidate committees and all other committees permitted in accordance with state campaign finance laws and regulations shall file in accordance with the schedule set forth by the Colorado Fair Campaign Practices Act; and
- (B) In election years candidates, candidate committees, independent expenditure committees, issue committees and political committees shall file the following reports:
 - (1) Monthly reports for each month for the complete months of July, August and September which shall be filed no later than the fifth day of the next month; the July report shall also include any contributions and expenditures prior to the month of July during that election cycle; and
 - (2) Pre-election reports for the reporting period from October 1 through October 15 due on ~~the 21st day before the election~~ **October 18** and for the reporting period from October 16 through October 31 due on the ~~Friday before the election~~ **November 1**; and
 - (3) A post-election report for contributions and expenditures for the reporting period of November 1 through thirty days after the election, due thirty-five days after the election.
- (C) **If any due date in subsection (B) falls on a Saturday, Sunday or legal holiday in which Broomfield offices are closed, the report shall be due on the following business day.**

Section 2.

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

Introduced and approved after first reading on March 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, March 24, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6C
Subject: Request for Executive Session Regarding the Council Appointees' Evaluation Process

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.

An executive session has been proposed to be held on April 28, 2026 following Council's regular meeting to discuss Council's annual reviews of and evaluation process for its appointees: the City and County Manager, City and County Attorney, and Presiding Municipal Judge. This executive session is permitted under C.R.S. § 24-6-402 (4)(f)(l) Personnel Matters. An executive session requires an affirmative vote of two-thirds of the quorum present.

Attachments

[Memo Request for Executive Session Regarding the Council Appointees' Evaluation Process .pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

An executive session has been proposed to be held on April 28, 2026 following Council's regular meeting to discuss Council's annual review and evaluation process for its appointees: the City and County Manager, City and County Attorney, and Presiding Municipal Judge. This executive session is permitted under C.R.S. § 24-6-402 (4)(f)(I) Personnel Matters. An executive session requires an affirmative vote of two-thirds 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).

The executive session will be 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

Council regularly meets a few times each year in executive session for this purpose. The last executive sessions regarding personnel matters involving the City and County Manager's, City and County Attorney's, and Municipal Judge's 2025 Annual Performance reviews were held on January 14, 2025, January 28, 2025, February 11, 2025 and February 25, 2025.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council would like to hold the executive session, the appropriate motion is:

That an Executive Session be held on April 28, 2026, immediately following Council's regular meeting, for the purpose of discussing personnel matters related to the City and County Manager's, City and County Attorney's and Municipal Judge's annual review and evaluation process, as permitted by C.R.S. § 24-6-402(4)(f)(I).

Alternatives

Do not schedule the executive session.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Branden Roe, Planning Manager

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

Agenda Category: Action Items

Agenda Item: 7A

Subject: Public Hearing - Resolution - North Park Filing No. 7 Replat A Center Street Final Plat and Site Development Plan

- Resolution No. 2026-35 approving North Park Filing No. 7 Replat A Final Plat, Site Development Plan and Master Sign Plan

Goals: Thriving, Diverse, Safe and Welcoming Community

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 presentation.

Realberry has submitted an application for a Final Plat, Site Development Plan, and Master Sign Plan for a proposed mixed-use district branded as the Center Street District, located generally on the southeast corner of Sheridan Parkway and CO 7.

Attachments

[North Park Filing No. 7 Replat A \(Center Street\) Council Memo \(1\).pdf](#)

[Resolution No. 2026-35 North Park Filing No. 7 Replat A FP_SDP.pdf](#)

Summary

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

Property Owner: NP Development, Inc

Applicant: Realberry (formerly McWhinney)

Property Location: Generally on the southeast corner of CO 7 and Sheridan Parkway intersection

Realberry has submitted an application for a Final Plat, Site Development Plan, and Master Sign Plan for a proposed mixed-use district branded as the Center Street District, located generally on the southeast corner of Sheridan Parkway and CO 7 in the Baseline neighborhood (the North Park subdivision).

The total project area is approximately 55 acres and is currently vacant.

The proposed development consists of an anticipated 232,892 square feet of commercial development. The development consists of a proposed standalone grocery store, 12 mixed-use commercial buildings, and five future pad sites.

The application includes one special exception, which proposes that the subject development be exempt from following the Broomfield Municipal Code sign code requirements and instead utilize a Master Sign Plan that is included as part of the development proposal. In circumstances where the Master Sign Plan does not provide guidance, the Municipal Code would be used.

Application Materials

- [Final Plat](#)
- [Site Development Plan](#)
- [Color Plans](#)
- [Master Sign Plan](#)

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, Council and BURA 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.

The applicable standards Council must apply in their consideration of this application are listed at the end of this memo.

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 2026-35 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 proposed final plat and site development plan 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.

Economic and Financial Plan Outcomes

The Center Street District development is planned as a mixed-use, transit-orientated neighborhood, with a significant focus on retail, dining, and hospitality activity. This specific development proposal is for up to 232,892 square feet of development comprised of nearly 200,000 square feet of retail and dining/hospitality spaces and approximately 33,000 square feet of work space/office and neighborhood serving office. In the future, the Center Street district is expected to densify through either including additional commercial activity or mid- or high-density residential (townhomes and/or apartments) as a complement to the proposed commercial activities. The timing and specifics of any additional developments are unknown at this time.

The developer, Realberry, foresees the development to be anchored by a known grocery store, potentially several neighborhood-scale retail and restaurant anchors, and a variety of national (unique to market) and regional retailers and restaurants. The businesses and the development are expected to draw and serve patrons from the immediate Baseline community, northeast Broomfield, and other nearby neighborhoods, as well as portions of the Denver and Fort Collins/Loveland metro areas.

The economic outcomes include: (1) increased shopping and dining options for residents, employees, and visitors, (2) business expansion and entrepreneurial opportunities, and (3) employment opportunities for current and future residents. Based on similar businesses that would be located and prosper in Center Street, the expected employment levels would be approximately 500-700 full and part-time positions. The wage/salary range would range from \$15.16 per hour (Colorado's current minimum wage) to managerial and professional positions paying in excess of \$50-60 an hour, with potential for some positions to pay even higher. Thus, total annual wages coming to Broomfield through this proposed development are expected to exceed \$3.5 M in the estimated 40-50 businesses located in the Center Street district.

The financial outcome from this proposed development is expected to be positive, as the proposed built area will include solely commercial property. While the specific mix is not fully defined yet, the vision calls for about 200,000 square feet of retail and dining space with the remainder in work and office space. Based on the 2026 Long Range Financial Plan modeling, the analysis estimates a net positive fiscal benefit of \$2.2-\$2.3 annually. This fiscal outcome includes the net resulting from existing obligations established in the existing Managed Growth and Development Agreement (MGDA) approved in 2021. The agreement includes pledges from the City and County of Broomfield to share a portion of the sales, property, and use tax revenues generated by development within the Baseline areas.

This proposed development is one of at least three areas within the Baseline neighborhood envisioned for commercial-focused development. The 160th Street Innovation District and the future vision for another area, Trailmark West (southwest of future Huron Street and CO 7), are other areas, and several businesses are operating in locations within Baseline. These commercial areas generate the tax revenues to support both the infrastructure and development, but also generate revenue to support the on-going demand and need for services and programs for residents and businesses in the Baseline area - and more broadly, the community.

Currently, the Baseline area includes more than 1,500 dwelling units occupied or under construction (or soon to be) - housing approximately 3,000 residents - and over a million square feet of occupied commercial space. The net fiscal impact of the existing portion of Baseline is an estimated net negative \$3.6M annually (in part due to the current residential and commercial mix, and again, due to the existing MGDA revenue sharing).

The proposed development will result in a number of positive economic outcomes, and will result in partial offsetting, at completion and occupancy, of the current net negative fiscal outcome (the combination of existing and the proposed development resulting in \$1.3M net negative annual impact) for the City and County of Broomfield.

Relationship to Sub Area Plan and Urban Renewal Area Plan

The project area is located within the I-25 Sub Area Plan and the Baseline Urban Renewal Area Plan. The proposed development is consistent with the two plans.

Prior Council or Other Entity Actions

Prior Council or Other Entity Actions

- [January 20, 2026](#) - Council heard a Baseline Development Update presented by the developer
- [January 27, 2026](#) - City Council approved Resolution No. 2026-13 related to the North Park Filing No. 2 Replat J Final Plat for the Promenade Street extension from W 169th Avenue north to CO 7.
- [January 27, 2026](#) - City Council approved Resolution No. 2026-14 related to the North Park Filing No. 7 Final Plat and Site Development Plan, creating the Center Street District lots and district roadways.

Zoning, Previously Approved Plans and Status of the Development

Zoning and Previously Approved Plans

The project area is zoned Planned Unit Development (PUD) and is governed by the North Park PUD Plan and supplemental binder. The project area is located within the PUD's Mixed Use Urban District (MUD), and the proposed development, consisting of retail, restaurant, and office uses, is consistent with the anticipated uses in the development and the MUD.

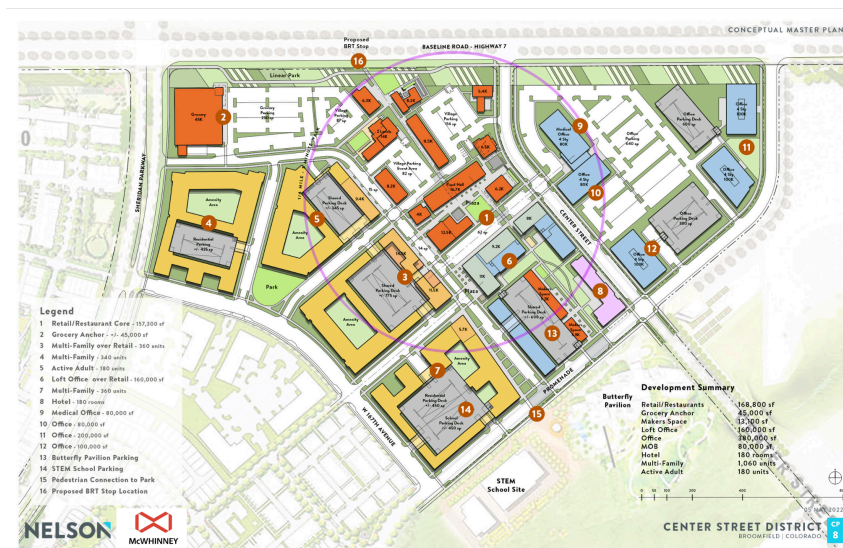
The subject properties are vacant but were part of prior plats, specifically North Park Filing No. 2 Replat J and North Park Filing No. 7 - both approved by City Council in January 2026.

Status of the Development

The property is vacant, but is surrounded to the south and west by previously approved development within the Baseline (North Park) development. This surrounding development consists of residential uses, including constructed units, units actively under construction, and approved but unconstructed units.

Concept Review Plans

A [concept review](#) was held on June 21, 2022, for the proposed Center Street District within the Baseline (North Park) Development. The concept review covered the entire development, including the conceptual vertical development within the project. The 2022 conceptual plan is included below. It should be noted that since the 2022 concept review meeting, the applicant has revised their site design, including roadway alignments; although the overall intent of the area continues to be a mixed use district anchored by a grocer and incorporating commercial and residential uses. The revised and proposed roadway alignments are discussed in detail later in this memorandum.



2022 Center Street Conceptual Site Plan

Area Context

The area for this proposed application is generally located east of Sheridan Parkway, south of CO 7, and generally west of the future Promenade Street extension. The overall project area is identified in the map below. The site development plan project area is contained within the project location area identified. To the north of the project area are CO 7 and portions of the Highlands and Palisade Park developments. To the east is vacant land within North Park. To the west is Sheridan Parkway and Baseline West Village, including the Park 40 Apartments. To the south is Parkside West and the Big Green, additional residential and open lands within Baseline.



Project Location Map

Current Application - Detailed Description and Staff Review

Description

Realberry's application is for a proposed mixed-use commercial development located generally on the southeast corner of the Sheridan Parkway and CO 7 intersection. This is the first commercial district within the Baseline Development and is proposed to consist of approximately 233,000 square feet of commercial development (including a grocery store, in-line retail, restaurants, and other employment-type uses). The development is currently branded as the Center Street District.

Site Layout

The site is configured in a manner that allows for ease of circulation through the site. There are five pad sites adjacent to CO 7. On the far northeastern corner of the development, adjacent to the Promenade Street and CO 7 intersection, is a proposed anchor grocery store. The remaining inline commercial core fronts along both Mariposa Street and Center Street Place, generally in the middle of the property. The commercial buildings are all oriented on their own lots to allow for individual ownership or leasing. There are four shared parking lots in the development, two located between the commercial core and the pad sites, and two located south of the commercial core. These parking lots are individual tracts and will be owned and maintained by the Metropolitan District. The illustrative site plan below shows the proposed site layout, including roadways and landscaping intent.



Illustrative Site Plan

Final Plat

The applicant's proposed final plat would replat approximately 55 acres of the North Park Filing No. 7 subdivision. The proposed plat specifically replats Lots 1, 2, 3, 4, 5, and 6 of North Park Filing No. 7 into 23 lots and 8 tracts. The 23 lots are intended for the center street development (including future phases of development), while the tracts are used for parking lots, landscaping, and hardscaping. The proposed plat also identifies multiple utility and public access easements, which were dedicated as part of the previously approved North Park Filing No. 2 Replat J and North Park Filing No. 7 final plats, as well as new easements dedicated as part of this plat.

Vehicular Access and Circulation

The development encompasses approximately 55 acres and has multiple public roadways running through the site. The roadway configurations and designs were approved as part of a prior development application (North Park Filing No. 7 Final Plat and Site Development Plan). The map below shows the project area and identifies each roadway as well as existing and proposed signalized intersections along CO 7.

The Center Street district is bounded by four roadways. Sheridan Parkway (shaded yellow) is located along the western side of the project boundary, and is adjacent to Lot 4 of the subdivision (this lot is anticipated for future development and is not included within the development scope of this site development plan). Sheridan Parkway intersects with W 167th Avenue (existing roadway shaded black/gray on the map below), which runs along the southern boundary of the district. To the east of the project area is the future extension of Promenade Street (shaded orange), and to the north of the project is CO 7 (shaded red). The current Sheridan Parkway and CO 7 intersection is signalized, and the future Promenade Street and CO 7

intersection will also be signalized (signalized intersections are depicted with a black asterisk on the image below).

The internal north/south-oriented roadways within the Center Street District include Osage Street (shaded bright blue), Mariposa Street (shaded purple), and Lexington Street (shaded dark blue). Center Street Place is shaded pink in the image below and runs east to west between Osage Street and Promenade Street.

With this network of roadways, there are anticipated to be six initial access points into the development (with possible future access points added with the development of the future phases of the Center Street District). The site configuration also allows for efficient circulation throughout the site, along with access to the multiple proposed parking lots, which also provide connectivity between the development's adjacent roadways.



Roadway Exhibit

Parking

As previously noted, the majority of the parking for this development is contained within four shared parking lots, which will be owned and maintained by the Baseline Metropolitan District.

The developer completed a parking study for the development, which calculated that a minimum of 1,301 parking spaces are needed to serve the proposed project. Parking studies are not atypical for multi-tenant and mixed-use developments, as these types of projects often intend for shared parking between the uses. The applicant is providing 1,252 spaces in the four shared parking lots previously discussed. An additional 156 parking spaces are being provided as on-street spaces. The North Park PUD Supplemental Binder allows for adjacent street parking located within 300 feet of retail buildings to be used to meet the required parking counts for projects; this is why the 156 on-street parking spaces are included in the parking counts. In total (off-street and eligible on-street parking), there are 1,408 total parking spaces provided for the project, which exceeds the minimum required to serve the project as calculated in the parking study. All of the parking is proposed as surface parking. There are 48 total ADA parking spaces provided as part of this

development; they are distributed between the four shared parking lots (Tracts D, E, F, and G).

The project is located within a parking reduction area; however, the North Park PUD Plan establishes specific parking ratios for development and is exempt from having to comply with the parking reduction area regulations.

The project is required to provide electric vehicle (EV) parking per the Broomfield Municipal Code including 381 EV spaces, but is providing 349 EV spaces. The provided number of EV spaces is less than the typical code requirement, as the developer is choosing to provide 20 level 3 fast charging stalls in Tract E (shared parking). The Electric Ready and Solar Ready Code allows for level 3 chargers to replace any standard charger at a 10:1 ratio (e.g., one level 3 fast charger can replace 10 standard EV spaces). The applicant is still proposing to provide more than 20% of the total off-street parking spaces as EV spaces. As such, the applicant is complying with the Broomfield Municipal Code requirements related to EV parking.

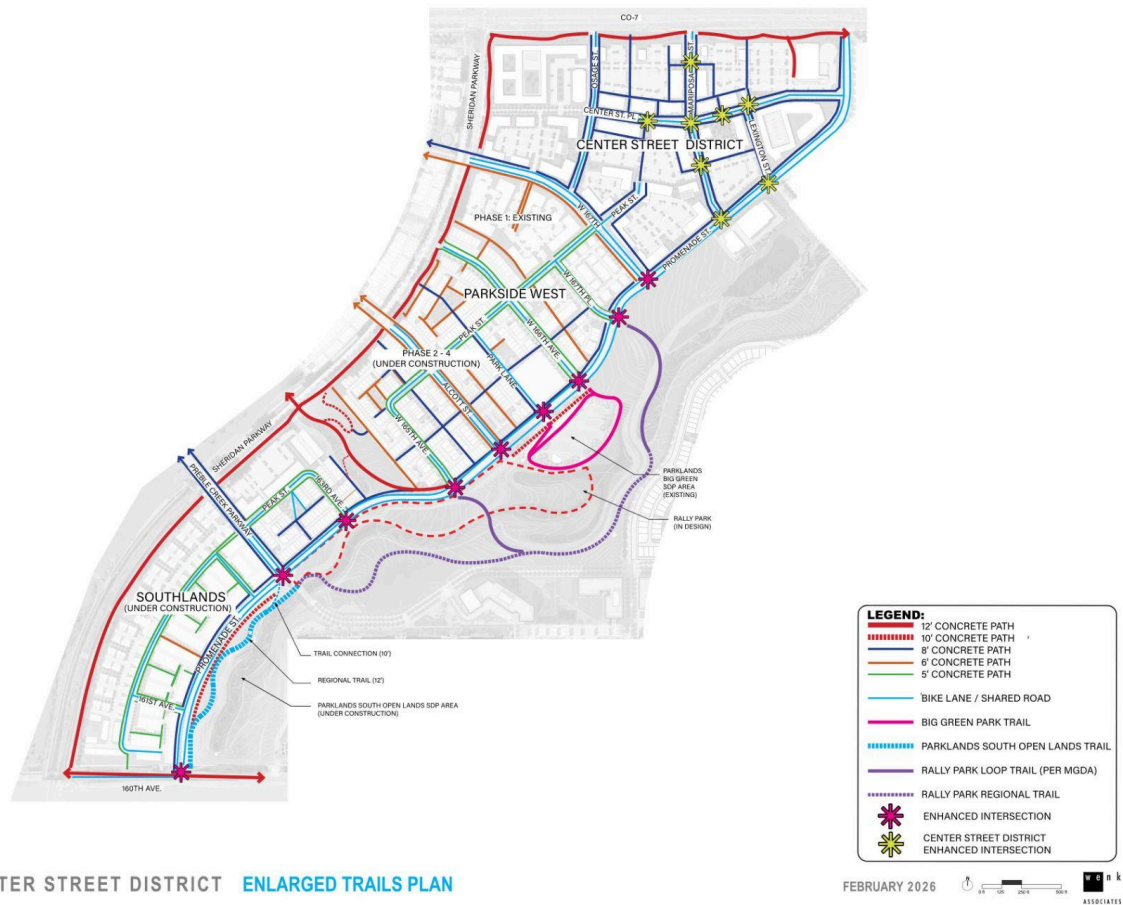
The project is also required to provide dedicated bike parking. Per Code, there is a requirement for 72 bike parking spaces. The applicant is providing 108 spaces, which exceeds the minimum requirement for the project.

Transit Access and Walkability

The Center Street District is designed in a manner to encourage walkability throughout the development, especially within the commercial core of the project. The perimeter of the district (along CO 7 and Sheridan Parkway) has 12-foot-wide concrete sidewalks. Promenade Street will include a continuous eight-foot-wide concrete sidewalk from CO 7 south to W 160th Avenue. Internal to the Center Street District are eight-foot-wide concrete sidewalks that run on both sides of Osage, Mariposa, Lexington, and Peak streets and Center Street Place, with additional eight-foot concrete sidewalks providing connectivity from the commercial core along Center Street Place to the parking lots serving the development. The Center Street District pedestrian sidewalks provide connectivity to the residential development within Baseline to the south, and also provide connectivity to the trail network of the Big Green and future Rally Park to the southeast.

In addition to the pedestrian trails, the Center Street District and adjacent Promenade Street include enhanced intersections that provide tabled intersections and pedestrian crossings. Those enhanced intersections were approved as part of the North Park Filing No. 7 Site Development Plan approved in January 2026.

The image below depicts a bigger picture of the walkability of the Baseline development, along with the enhanced intersections, focusing on the eastern side of Sheridan Parkway. The Center Street District is located at the top of this map at the intersection of CO 7 and Sheridan Parkway. To the south of Center Street is the Parkside West portion of the development, which is actively under construction and consists of a mixture of residential housing types, to the south of Parkside West is the Southlands development, which was approved before the COVID-19 pandemic and was delayed in development, but is beginning construction of residential units this year.



BASELINE CENTER STREET DISTRICT ENLARGED TRAILS PLAN

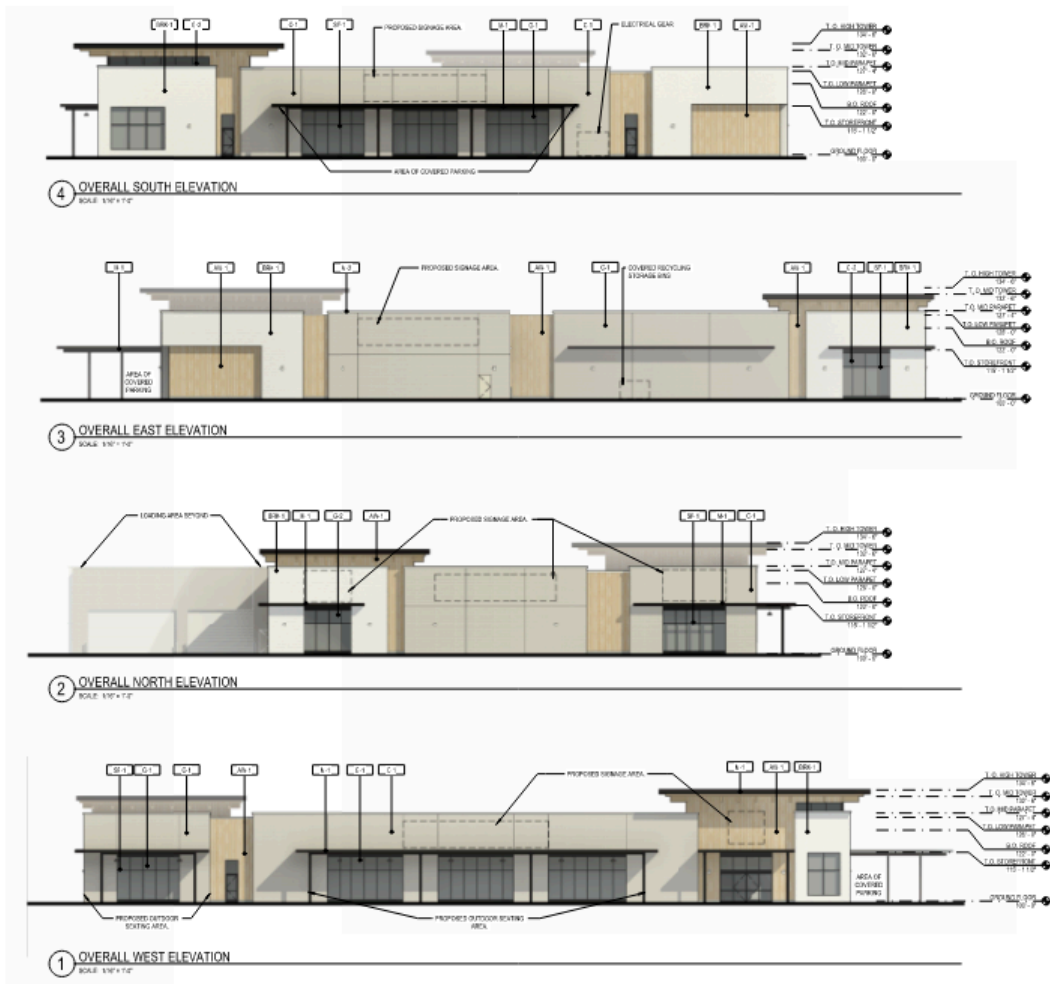
Pedestrian Connectivity Exhibit

The site is located west of the proposed mobility hub at I-25 and CO 7, and transit service is anticipated to begin later this year. Beginning in 2026, RTD service will be present along CO 7 through bus rapid transit service running from Brighton to Boulder with service through the mobility hub at the I-25/CO 7 interchange. The Center Street District is anticipated to have a future Bus Rapid Transit (BRT) station located along the northern edge of the site fronting CO 7, generally east of Sheridan Parkway. This station will be constructed by others, but the developer has notated this future station on their plans and is proposing to incorporate reserved parking for the BRT station. These spaces will be formalized in the future as part of a pad site development close to the anticipated station location, and an easement will be required to be dedicated for these spaces at the time of future development.

Architecture and Lighting

The applicant has noted that their architectural vision for the Center Street District is “to create a dynamic but approachable pedestrian experience” based on their self-described guiding pillars of “A Backdrop for Life,” “Living Green,” “Effortlessly Eclectic,” and “Artful Expression”. The buildings incorporate a mixture of building materials, including warm earth-toned stone materials, including veneer and CMU block, natural wood-grain aluminum siding, textured masonry, and metal accents. The applicant is proposing to vary the scale and facades through modulated parapet heights, recessed entries, storefront glazing, and tower

elements. Some examples of the architectural intent can be found below. The first set of images is of the proposed grocer building, the other sets of images are of two other commercial retail buildings.



Grocery Store Architectural Elevations



Retail Building K Architectural Elevations



Retail Building M Architectural Elevations

The development is designed to incorporate lighting fixtures that have been reviewed by both the City and County of Broomfield and the Baseline Design Review Committee (DRC). The light fixtures are fully cut off and downcast as per Broomfield’s lighting requirements. The photometric plans show that the light levels are approximately 0.2 lumens or less at the property line, except in areas near parking lots and near adjacent roadways, where there are other street lights. The parking lot lighting levels are not atypical, as users desire adequate lighting for safety concerns.

Master Sign Plan

Broomfield has also designated the Center Street district as one of the community's four *Developing Places* - areas where "family, friends, work colleagues and visitors can shop, dine, learn and create - and just linger." The applicant's vision for branding, marketing, and wayfinding within the district aligns with this mission of creating a destination within Broomfield. The applicant has included a master sign plan as part of their development application. The North Park PUD Plan Supplemental Binder allows for the Site Development Plans for the first phase of all MUD Urban Center Cores to include this type of planned sign program. Because of their marketing and branding strategy, the applicant has created a customized signage plan for the project. Master sign plans are typical for large development areas. Other examples of projects that have had master sign plans approved include Flatiron Crossing and Palisade Park.

In order to create a master sign plan for the project, the applicant has requested a special exception from the City and County of Broomfield's sign code to create their own signage plan for identity signage, wayfinding signage, specialty monument signage, and temporary signage. The general sign designs are included below; specific sign dimensions, materials, and colors, along with a sign location diagram, can be found in the Master Sign Plan.



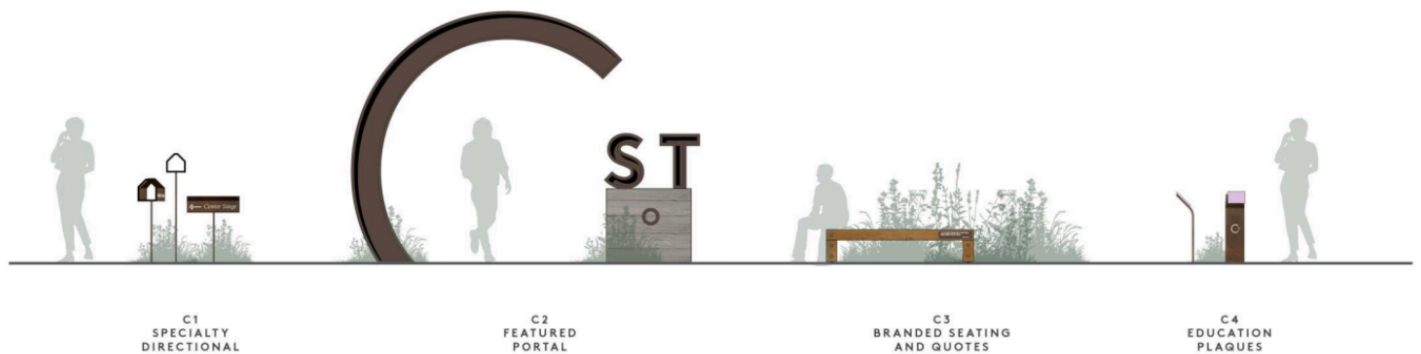
Center Street District Identity Signs

The applicant's proposed wayfinding sign designs are shown below. The directional signs are customized as part of this master sign plan. This is notable as these directional signs are larger than the directional signs allowed by Code, so these signs will require sign permits. It should also be noted that the regulatory signs (such as street signs) are proposed to be customized designs and green (as opposed to Broomfield's typical blue street signs). These street signs have been reviewed by the Public Works Department and Broomfield's Traffic Engineer, and both teams were supportive of this change on the condition that maintenance of these signs is incorporated into the side maintenance agreement being created for the enhanced intersections. Like the enhanced intersections, if this agreement is not entered into, then the signs would be replaced with the Broomfield standard street signs and maintained by Broomfield moving forward. The maintenance agreement will outline obligations of the developer in order for the changing of signs prior to maintenance handover if ultimately required.



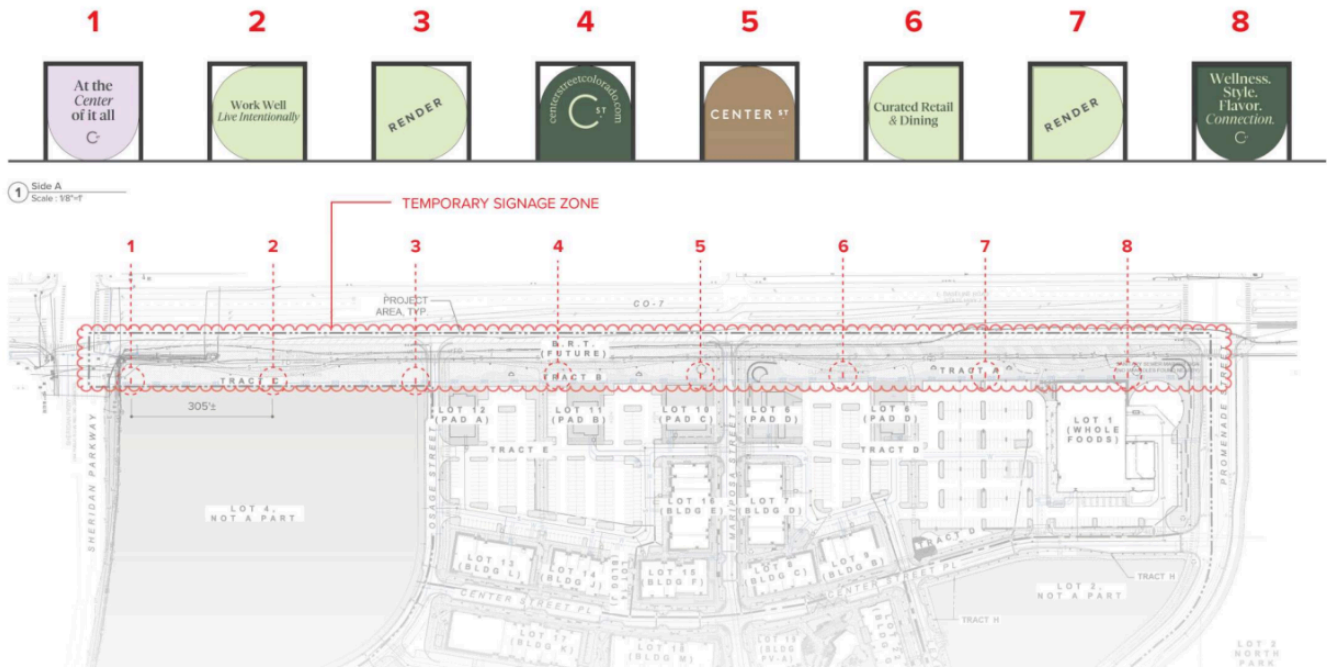
Center Street Wayfinding Signs

The applicant’s third style of sign is their “specialty moment” signs. These are unique brandings for specialty directional, portal branding signs, as well as educational and branded seating and quote placards. The featured portals will be the only signs that are anticipated to require sign permits in the future due to their sizes. The other sign types are all incidental or informational and are not anticipated to require sign permits.



Center Street Specialty Moment Signs

The final sign type included in the Master Sign Plan is temporary signs. These signs are intended to remain in place until the property on which the sign is located is developed, at which time the sign must be removed or relocated prior to issuance of a Certificate of Occupancy for the property. These temporary signs are limited in their placement location to the temporary signage zone in the image below.



Center Street Temporary Signs

Public Land Dedication (PLD)

The North Park development has a project-specific approach to open lands and public land dedication, which was approved through the PUD and Supplemental Binder. The North Park PUD Plan requires a minimum of 172.12 acres of Open Lands within the entire project, comprised of three categories: Public Land Dedication, Publicly Accessible Private Lands, and Private Open Lands without Public Access. The PUD requires a minimum of 129.95 acres of Public Land Dedication, 22.9 acres of Publicly Accessible Private Lands, and 19.27 acres of Private Open Lands without Public Access.

The application under consideration at this time does not include any residential units; however, the applicant is proposing to provide 3.87 acres of Public Land Dedication (Tracts A, B, and C), which will be owned and maintained by the Metropolitan District with a permanent public land dedication and access easement dedicated over the tracts. These are the tracts adjacent to the south side of CO 7 with the sidewalk and landscaping between Sheridan Parkway and Promenade Street, which further mobility along the corridor for the Broomfield community.

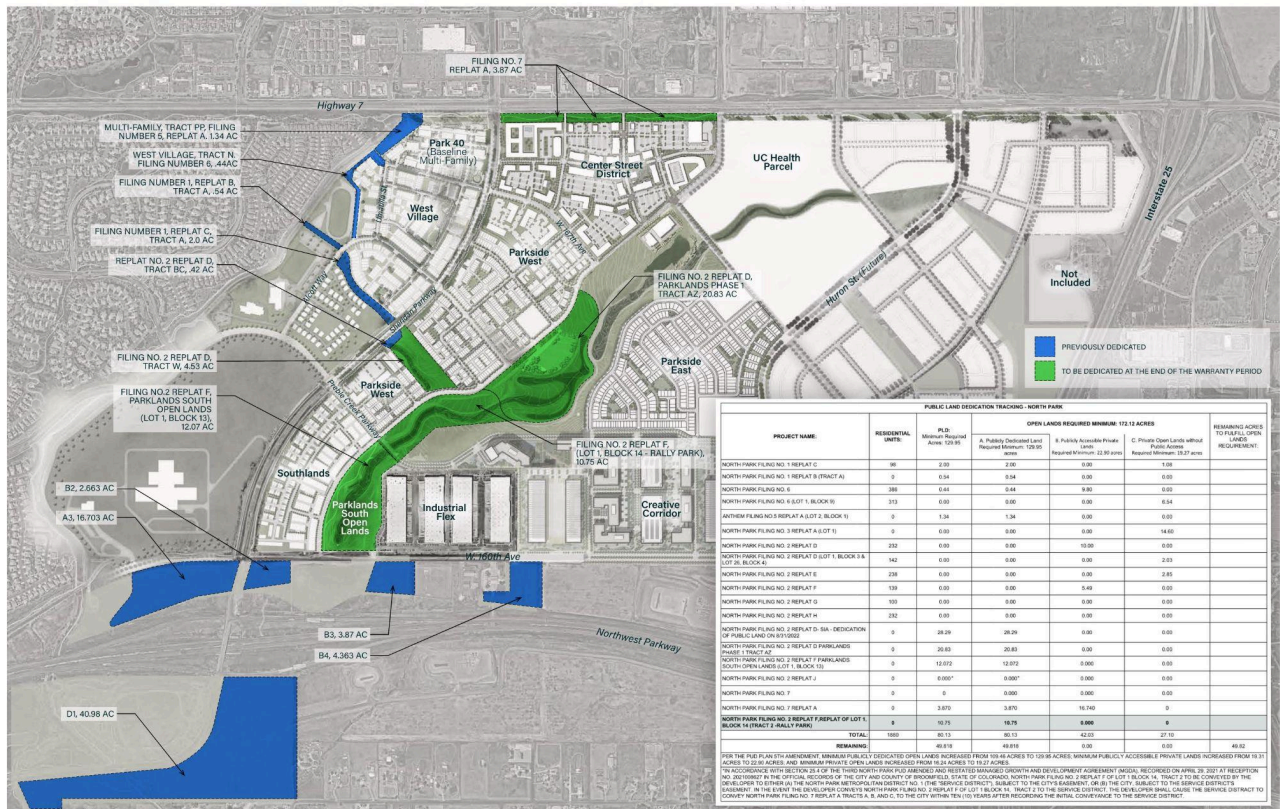
The development also includes 16.56 acres of Publicly Accessible Private Lands (Tracts D, E, F, G, and H), which will also be owned and maintained by the Metropolitan District. These tracts include the public parking lots and sidewalks, hardscape, and landscaping for the Center Street District retail area. These tracts and improvements are consistent with the anticipated areas being counted as this category of open lands within the North Park development.

The table below provides a breakdown of the three categories of open lands in the North Park development, with the minimum required by the PUD Plan, the current total (including the areas proposed as part of this development), and the remaining obligation to meet the minimum.

North Park PUD Open Lands Tracking Table

Type of Open Lands	PUD Minimum Requirement	Current Totals (including this development)	Remaining Obligation to Meet Minimum Requirements
Public Land Dedication	129.95 acres	114.00 acres	15.95 acres
Publicly Accessible Private Lands	22.90 acres	41.85 acres	0 acres (18.95 acres of surplus)
Private Open Lands without Public Access	19.27 acres	27.10 acres	0 acres (7.83 acres of surplus)

The image below shows the three tracts proposed to be dedicated along CO 7 east of Sheridan Parkway, along with all of the other lands dedicated (shown in blue), with tracts intended to be dedicated at the conclusion of the required warranty period shown as green tracts. This image is provided to show the overview of the public lands in the Baseline development, which are interconnected through the trail network discussed above in this memorandum.



Open Lands Public Dedication Tracking Diagram

Landscaping and Amenities

The proposed development includes approximately 36 acres (68% of the site) as open area. This includes the 3.87 acres of public land dedication and 16.56 acres of publicly accessible private lands discussed in the Public Land Dedication section of this memorandum above. The remaining approximately 15.5 acres of open

area includes common-area landscaping (located around retail buildings, parking lots, and other streetscaping), retail plazas and pavilions, and pedestrian connections.

North Park is intended to be developed using strategies that prioritize sustainable development practices and create a pollinator district with landscape materials that are pollinator-friendly. These landscape materials have been reviewed for compliance with both the City and County of Broomfield Landscape Code and the North Park PUD Plan and Supplemental Binder. The proposed development includes a diverse inventory of landscape materials and significant plantings, including 814 trees, approximately 4,000 shrubs, 7,500 grass plantings, and more than 11,300 perennials.

The development includes a number of amenities, including a central retail plaza area with pavilions and seating areas, along with other ornamental elements to help enhance what the applicant has identified as intentional gathering spaces in the district.

Sustainability

The Center Street District incorporates Realberry's guiding principles of environmental stewardship and healthy living. The development incorporates water-wise, native landscaping and electric vehicle (EV) parking (including level 3 chargers).

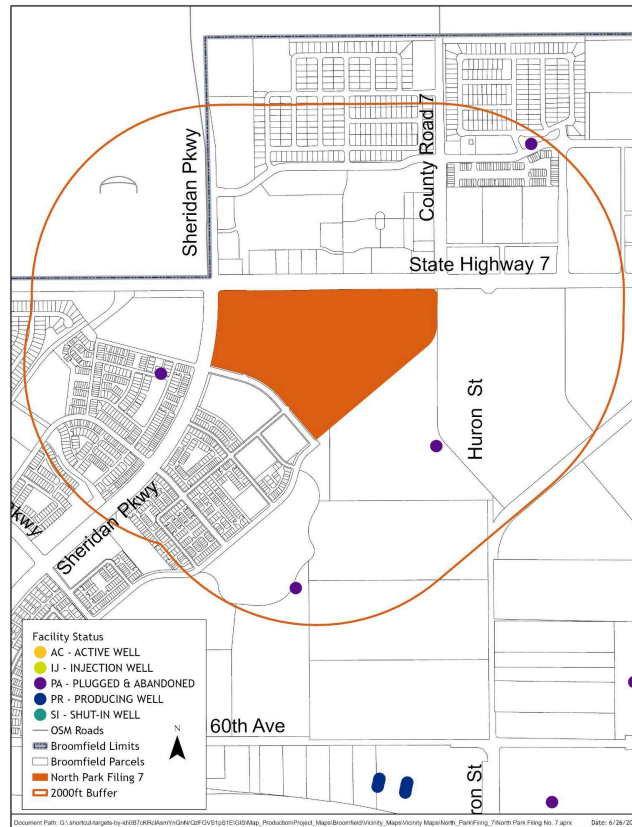
Deviations and Special Exceptions

The applicant is requesting consideration of approval of the following special exception

- Signage - The applicant is seeking approval of a special exception from Chapter 17-44, Broomfield Municipal Code. The special exception, if approved, would exempt the development from the Broomfield Sign Code to allow for the utilization of the Master Sign Plan. If there are elements of signage not incorporated into the Master Sign Plan, then the Broomfield Sign Code would be utilized.

Oil and Gas Facilities

The property is within 2,000 feet of four plugged and abandoned oil and gas wells. There are four plugged and abandoned wells, all located outside of the plat boundaries. There are three plugged and abandoned wells located within the Baseline development: one west of the project area on the opposite side of Sheridan Parkway, one south of the project area, and the third to the southeast of the project area north of W 160th Avenue. The fourth plugged and abandoned well is located to the north within the Palisade Park development. At this time, no residential developments are proposed within the plat boundaries. At such time when residential developments are contemplated, compliance with the oil and gas well requirements in BMC 16-28-180 will be addressed. It is anticipated that further plats will be submitted as this area develops, and residential developments within this area are anticipated to meet any applicable reverse setback requirements within the Broomfield Municipal Code.



2,000 Foot Oil and Gas Buffer Map

Subdivision / Improvement Agreement

The subject proposal includes a two-party subdivision improvement agreement (SIA) between the developer and the City and County of Broomfield (City). The SIA includes an itemized list of public improvements and associated cost estimates for the development. This agreement is subject to approval by the City Manager's Office following council's action on the development proposal. The special provisions of the agreement are summarized below:

15.0 Special Provisions.

15.1. Completion of Public and Private Improvements.

15.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all Public Improvements listed in an agreed-upon exhibit 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 an agreed-upon exhibit 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. **Oil and Gas Notifications.** The City and County of Broomfield passed Ordinance No. 2178 in April 2022 regarding setbacks from oil and gas facilities and associated notification requirements. The regulations require property owners to provide a notice to potential lessees or purchasers of a property regarding the proximity of oil and gas facilities.
- 15.2.1. **Written Notice Requirements.** The Property is within 2000 feet of an existing, permitted or proposed oil and gas location or a plugged or abandoned well. As a result, written notice to potential lessees or purchasers regarding the proximity of oil and gas facilities is required and must meet the following requirements:
- 15.2.1.1. The text in the notice must be 14 point font or larger;
 - 15.2.1.2. The notice must be provided from property owner to potential buyer no less than 30 days before closing, unless a lesser timeframe is consented to by the seller and potential purchaser provided that the notice occurs before the signing of any purchase or sale agreement for the home.
 - 15.2.1.3. The notice must also be provided to any potential lessee prior to the signing of any lease agreement.
 - 15.2.1.4. The notice must, at a minimum, state, “As required by section 16-28-190 of the Broomfield Municipal Code, notice is hereby given that North Park Filing No. 2 Replat J is within 2000 feet of a producing, permitted or proposed oil or gas location or a plugged and abandoned well. For more information contact the City and County of Broomfield or the Colorado Energy & Carbon Management Commission (formerly known as the Colorado Oil and Gas Conservation Commission).” An example form of notice is attached hereto as Exhibit E.
 - 15.2.1.5. It is unlawful to fail to provide the above required notice per Broomfield Municipal Code.
- 15.3. Promenade Street Improvement Timing. The Developer acknowledges the required timing of regional roadway improvements noted in the North Park Filing No. 2 Replat J Subdivision Improvement Agreement and that such timings are applicable to this project as well.
- 15.4. Coordination with Future Transit Improvements. The Developer acknowledges its ongoing responsibility to coordinate the widening and restriping projects with the City and County of Broomfield and the Colorado Department of Transportation. The planned bus infrastructure on CO 7 and the adjacent properties, which includes, but is not limited to, bus lanes, bus stops, and a grade-separated crossing. This ongoing coordination is a condition of this Agreement and subsequent development adjacent to CO 7.
- 15.5. Future Bus Rapid Transit Parking. The Developer acknowledges that, as part of this development, there is an obligation to provide dedicated parking for the future Bus Rapid Transit (BRT) facility planned adjacent to the development along CO 7. The Developer acknowledges that at the time of development, they shall be required to dedicate an easement for public access and parking over a minimum of 30 parking spaces, located with convenient and direct access to the transit stop, and install signage at these parking spaces denoting their reservation for transit users.

- 15.6. Center Street District Enhanced Intersections. The Developer acknowledges that they will sign an additional maintenance agreement related to the enhanced intersections within the Center Street District rights-of-way and street and regulatory signage. Such agreement shall be executed prior to the issuance of any acceptance of the improvements within North Park Filing No. 2 Replat J. In the event that the separate agreement is not executed, the City will take responsibility for maintenance of these intersections and signs, with the understanding that maintenance operations will be performed as the City deems necessary, and the future condition of said enhanced intersections and design of signage may change from what is shown on these Site Plans.

Neighborhood Outreach and Communication

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

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

A neighborhood meeting was held for the entire Center Street District development, including this final plat and the roadways it encompasses. This meeting was held on January 22, 2025, in advance of the application's submittal (see the [neighborhood meeting notes](#)). 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

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

Prior Actions and Recommendations by Boards and Commissions

Land Use Review Commission

On March 9, 2026, the Land Use Review Commission held a public hearing concerning the proposal. The commission voted 6-0 to recommend approval of the development application.

Staff Review of Key Issues

Staff has not identified any key issues as part of this 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

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

16-16-110 Review standards.

The recommendation of the land use review commission and the decision of the city council shall be based on whether the applicant has demonstrated that the proposed preliminary plat meets the following standards:

- (A) The project should not create, or should mitigate to the extent possible, negative impacts on the surrounding property.
- (B) The project should provide desirable settings for buildings, make use of natural contours, protect the view, and afford privacy and protection from noise and traffic for residents and the public.
- (C) The project should preserve natural features of the site to the extent possible.
- (D) The proposed traffic flow and street locations should be consistent with the city's master plan, should be in accordance with good engineering practice, and should provide for safe and convenient movement.
- (E) The lots and tracts should be laid out to allow efficient use of the property to be platted.
- (F) The proposed public facilities and services should be adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- (G) The proposal should comply with the design standards of chapter 16-28, the improvement requirements of chapter 16-32, and the standards and specifications of chapter 14-04.
- (H) The proposal should be consistent with the need to minimize flood damage.
- (I) The proposal should have public utilities and facilities, such as sewer, gas, electrical, and water systems, located and designed to minimize flood damage.
- (J) The proposal should have adequate drainage provided to reduce exposure to flood damage.
(Ord. 724 §1, 1987; Ord. 769 §2, 1988; Ord. 1111 §7, 1995; Ord. 1935 §18, 2011)

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. 2026-35

A Resolution approving North Park Filing No. 7 Replat A Final Plat,
Site Development Plan and Master Sign Plan

Recitals

Whereas, the applicant, Realberry, and owner, NP Development, Inc. submitted an application for a Final Plat, Site Development Plan, and Master Sign Plan for the proposed Center Street District.

Whereas, a public hearing was heard by the Land Use Review Commission on February 23, 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 March 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.

SDP Findings

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal mitigates potential negative impacts on nearby properties.
- E. The proposal maximizes potential positive impacts on nearby properties.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- G. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.

- H. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale and on a broad scale.
- I. The land uses within the proposal are compatible with one another and with nearby properties.
- J. The proposal is only dedicating streets at this time but there is adequate facilities to provide for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 of the Broomfield Municipal Code during future development of the subject property.
- K. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- L. There are no proposed deviations from the Broomfield Municipal Code.
- M. The proposal is consistent with the approved PUD plan.

Final Plat Findings

- N. The proposed final plat does not create, and mitigates to the extent possible, negative impacts on the surrounding property.
- O. The proposed final plat provides desirable settings for buildings, makes use of natural contours, protects the view, and affords privacy and protection from noise and traffic for residents and the public.
- P. The proposed final plat preserves natural features of the site to the extent possible.
- Q. The proposed final plat contains traffic flow and street locations consistent with the city's master plan, which are in accordance with good engineering practice, and provide for safe and convenient movement.
- R. The proposed final plat lot and tract are laid out to allow efficient use of the property to be platted.
- S. The proposed final plat public facilities and services are adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- T. The proposed final plat complies with the design standards of chapter 16-28, B.M.C., the improvement requirements of chapter 16-32, B.M.C., and the standards and specifications of chapter 14-04, B.M.C.
- U. The proposed final plat is consistent with the need to minimize flood damage.

- V. The proposed final plat has public utilities and facilities, such as sewer, gas, electrical, and water systems, which are located and designed to minimize flood damage.
- W. The proposed final plat has adequate drainage provided to reduce exposure to flood damage.

Section 2. Action

On the basis of the above and pursuant to the provisions of Chapters 16-20 and 17-38 of the Broomfield Municipal Code, the North Park Filing No. 7 Replat A Final Plat, Site Development Plan, and Master Sign Plan is hereby approved.

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

Approved on March 24, 2026.

The City and County of Broomfield,
Colorado

Mayor

Attest:

City and County Clerk

Approved As To Form:

NCR

City and County Attorney



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

Meeting	Agenda Group
Tuesday, March 24, 2026, 6:00 PM	Action Items Item: 7B.
Presented By	
Roger Plunkett, Deputy Chief of Police(Non step)	

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 presentation.

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

Attachments

[Memo for Proposed Ordinance No. 2293, Amending Chapter 10-12 Third Reading.pdf](#)

[Ordinance No. 2293, Recreational and Oversized Vehicles \(RVs\)\(2\).pdf](#)

Summary

[View Correspondence](#) and [Broomfield Voice page](#)
[View Presentation](#)

Current code - BMC 10-12 allows:

- Broomfield currently has parking restrictions that apply to all vehicles exceeding six feet in height. B.M.C. 10-12.
- Under the current municipal code, recreational vehicles (RVs) that comply with B.M.C. 10-12 are allowed to be parked on a public street for any length of time as long as they are operable, have valid license plates, and are legally parked.
- Under the current municipal code, recreational camping trailers that comply with B.M.C. 10-12 are also allowed to be parked on a public street as long as the trailer is attached to a towing vehicle.

Over the years, residents and business owners have complained about the prolonged parking of RVs and trailers on the public roadways in Broomfield neighborhoods, including oversized vehicles connected to a tow vehicle. Complaints have focused on parking availability, impaired trash collection, vision for drivers, bicyclist and pedestrian safety, as well as electric cords being placed across sidewalks.

Complaints have also addressed the unpleasant aesthetics of these vehicles parked in neighborhoods for prolonged periods of time, and concerns that non-residents could park oversized vehicles in Broomfield neighborhoods. There are also safety concerns with such large vehicles being parked on public streets, impacting pedestrians and other vehicles.

Council request for future action - August 2024:

Council directed staff to schedule a study session to discuss long-term parking of recreational vehicles or other similar large vehicles/campers on streets.

On [April 15, 2025](#), Council held the study session and discussed RV and Motorhome Parking during the public meeting. At the end of the discussion, the Council directed staff to draft an ordinance for formal consideration that would restrict the parking of RVs on public streets for a time period of at least 72 hours.

Proposed Ordinance 2293 - Introduced and passed first and second reading with amendment(s) being offered during second reading (the ordinance has not been approved)

The proposed ordinance would:

- Prohibit the parking of any RV on any public street for longer than 72 hours in any 14 days. RVs may only be parked on a public street for purposes of loading, unloading, trip preparation, maintenance, or clean-up for up to 72 hours in any 14 days.
- The proposed ordinance prohibits an RV from being parked on a public street while leaking any fluids or being connected to utilities.

- The proposed ordinance will prohibit any non-wheeled, detachable piece of recreational equipment used for temporary or permanent habitation from being placed on public streets.
- The proposed ordinance defines penalties and authorizes towing of vehicles for violations of Chapter 10-12. Towing a major recreational vehicle will typically be a last-resort option, as Code Compliance does make efforts to obtain voluntary compliance. Towing of major recreational vehicles may be authorized if the vehicle is abandoned, involved in repeated violations, or poses a threat to public safety. A notice of violation would need to be issued, with seven days to comply, before a major recreational vehicle could be towed.

Homeowners Associations will remain able to regulate the parking of RVs on private drives or commonly owned areas/parking lots. HOAs are limited in their ability to regulate parking on a public street. Under state law, passed in 2022 ([HB 22-1139](#)), HOAs cannot regulate parking on a public street in a way that is more restrictive than a local ordinance. This means that an HOA's regulations about parking cannot be more restrictive than Broomfield's Code.

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

During the second reading, two amendments were approved:

1. Visitor Pass

Councilmember McKenzie proposed, and Council approved, an amendment to the proposed ordinance creating a 7-day visitor pass. This permit will be available to residents to allow a visitor to park a major recreational vehicle adjacent to the property the permit holder occupies for up to 7 days. No more than four visitor passes will be issued for any one vehicle in 12 months. This permit will not allow the visitor to sleep or live within the recreational vehicle while parked on the public street.

Internal staffing impacts: Staff have previously cautioned against adding a permit system for recreational vehicles due to the resources needed to review, issue, and monitor permits. Based on Council direction, staff have begun developing a process that will be implemented to accommodate the Visitor Pass process.

The Community Development Department will handle the issuance, review, and administration of these permits within their permit system, which is address-based, not vehicle-based. This additional permitting process will be incorporated into the current workload, and staff will do their best to balance it with the demands of existing building permits, engineering permits, and inspections required for the existing permit processes, project timelines, and other work demands.

External (field) staffing impacts: There will also be increased demand on field staff, on the BPD, Code Compliance Unit, to respond to complaints and determine permit status.

Operation requirement - Software development -IT: It will take the staff approximately 6 months to create the Visitor Permit in our system. This time will allow staff to create a new permit application form, integrate the new permit into the current permitting system, and develop additional tools that will be required to implement the ordinance as currently written.

As noted above, Broomfield’s permitting system is address-based, not vehicle-based. Based on the amendment language that was passed, staff will need to create a tool to track the number of permits that have been issued to an individual vehicle in 12 months. Before the implementation of this permit, in situations where a Visitor Permit would be applicable, Code Compliance will follow our existing standard operating procedures to provide a 7-day courtesy notice that would allow the visitor to remain for one week, and then continue to engage in the historic approach of working with the homeowner and their visitor to gain compliance with the parking restrictions.

2. Mandatory Humanitarian Outreach

Councilmember McKenzie proposed, and Council approved, an amendment to the proposed ordinance that requires staff to provide a list of available community resources and contact information for Broomfield Human Services before the removal of any major recreational vehicle that is being occupied. **This is the current standard operating procedure and will not require any additional city resources.**

During the second reading, a third amendment was introduced but not approved; it was tabled to be voted on at the third reading:

3. Temporary Compliance Permit aka “Green Pass”

Councilmember McKenzie proposed an amendment to Ordinance No. 2293 that was tabled during second reading and is being considered by Council during third reading at the March 24th, 2026 Council Meeting. This amendment will create a 28-day permit to allow occupancy of a major recreational vehicle while parked on a public street (the Temporary Compliance Pass or “Green Pass”). This permit will be available to someone who demonstrates a financial or other hardship or mechanical failure. The permit holder must move the vehicle to a new, lawful parking spot every seven (7) days and vehicles must be relocated to a new lawful spot in a different neighborhood after 14 days.

A Green Pass permit can be issued up to four (4) times in a 12-month period for any one vehicle - the issuer of the permit would be responsible for tracking a rolling 12-month issuance, which will have to be built into the monitoring, maintenance, and compliance issuance system.

Councilmember McKenzie offered a friendly amendment to his motion proposing the following definitions to be used on the Green Pass section of the ordinance. Those definitions are reflected in the proposed ordinance included in this packet and are as follows:

- (1) **Demonstrating Eligibility:** Applicants must provide verifiable evidence, which may include self-certification under penalty of perjury, documentation from a government agency, or a letter of attestation from a verified 501(c)(3) non-profit partner providing outreach or case management within the City and County of Broomfield.
- (2) **Financial Hardship:** A documented state in which an individual lacks the immediate financial means to secure private storage or traditional housing, evidenced by current enrollment in assistance programs (e.g., SNAP, Medicaid) or a verified housing crisis.
- (3) **Other Hardship:** Temporary crises making standard relocation impossible, such as documented medical emergencies or active transition into a stabilization program.

- (4) **Mechanical Failure:** A physical malfunction of primary vehicle systems (engine, transmission, or steering) rendering the vehicle "non-motive." This must be evidenced by a repair estimate, work order, or visual confirmation of the malfunction.
- (5) **Immediate Safety Hazard:** A condition posing a substantial risk to public safety or the environment, including significant visibility obstructions at intersections, active hazardous fluid leaks (sewage/gray water), or blocking emergency/utility access.

Internal staffing impacts and External (field) staffing impacts:

Staff have previously cautioned against adding an additional permit system for recreational vehicles due to the resources needed to review, issue, and monitor permits. Based on Council direction, staff have begun discussions regarding the structure, review, application logistics, verification of financial, mechanical, and/or other hardship determinations. Once those discussions are complete, staff will begin to discuss and determine the number of interactions with our BPD, and code compliance to enforce the mandated continuous movement of the RV (as noted in the proposed amendment, relocation is required every 7 days - anywhere in the City & County of Broomfield and every 14 days to a different neighborhood).

The proposed Green Pass not only requires developing, administering, and maintaining a new permit process, but more impactful will be the in-depth and personal evaluation required to qualify for a Green-Pass permit based on very subjective criteria that our Code Compliance officers will be required to administer. The Green Pass also creates numerous required contact points with the individuals parking and, if applicable, living and sleeping in the recreational vehicles to address the relocation requirements. This will require staff to perform at least four contacts in the 28-day period with each permit holder to verify compliance. Locating a recreational vehicle after relocation and verifying permit requirements will be challenging for staff and will require additional resources.

Broomfield staff would need to build the application process to evaluate "hardship" or "mechanical failure" based on the definitions in the proposed amendment. If the thresholds are met, then Code Compliance staff will need to work with Community Development on the actual permit. As noted above, the Community Development Department does not currently have the resources to offer this permit. Further, the current permitting system is address-based and would not be compatible with the Green Pass, which is issued to a vehicle and would not be linked to a permanent address.

The additional staff resources are currently unfunded in the 2026 budget, and the costs are not in the initial proposed 2027 budget. Time and staff resources will be needed to research, identify, and implement a new system for these permits. After getting a new permitting system in place, additional staff resources will be required to review, process, monitor, and enforce these permits. The staffing impacts will be on various departments: IT, Community Development (admin, permit techs, issuers), BPD, Code Compliance, CMO, and front desk staff.

As noted above, if this amendment is approved, staff will do their best to incorporate and balance this additional permitting process with the demands of current building permits, engineering permits, and inspections required for existing permit processes, project timelines, and demands for other large projects (upcoming Center Street construction, Flatirons redevelopment, Broomfield police building, additional development reviews for projects in the pipeline, Village at West View, possible Broomfield Town Square development, possible development of two hospitals, in addition to current work load and other CIP related projects).

Operation requirement - Enforcement Challenges and Software development - IT:

Staff anticipates several challenges with the enforcement of this amendment. Enforcement of unpermitted occupied recreational vehicles will need to be swift to ensure permits are obtained quickly. Staff will not be able to provide warnings or be lenient with permit requirements, as any delays would lead to RVs remaining parked in one location longer than intended.

Staff was not able to identify any local jurisdiction that offers a 28-day hardship/mechanical failure type of permit. An increase in occupied recreational vehicles in Broomfield is anticipated with approval of this amendment. Residents and business owners have previously expressed concerns with this activity, and any increase in the number of occupied recreational vehicles will lead to increased complaints. Residents have reported concerns about criminal activity and sex offender status related to the occupants of an RV, disposal of human waste, excessive noise, rubbish and debris around the vehicle, and obstructing the right-of-way when a recreational vehicle parks near their home or business. These complaints are likely to increase as the number of occupied recreational vehicles increases, increasing demand on city resources that do not currently exist.

Staff are not able to implement the Green Pass without additional staff and permitting software. Staff does not recommend approval of this amendment, primarily because once the maximum Green Pass permit timeframe is exhausted (28 days x 4; 4 months), the issues driving the original Council Request for Future Action and direction will remain. RVs that are not tied to a Broomfield address that park for short or extended periods of time in Broomfield will be asked to relocate. Council can direct staff to schedule a study session on RV parking alternatives (“safe parking”).

Financial Considerations

In addition to the staffing implications, operational costs will be associated with towing and disposal of vehicles in violation of the proposed ordinance. Although not expected to occur often, since towing is a last-resort option, towing and disposal of major recreational vehicles is expensive, and funds will need to be budgeted for this cost beginning in 2027.

At this time, it is difficult to estimate the impact of this ordinance on the number of recreational vehicles towed and disposed of on an annual basis.

For the amendments, financial impacts will be associated with implementing the Visitor Pass program, which is specific to property owners, and, if approved, the Green Pass program, which is specific to vehicles. The financial impact will be staff time, as detailed above, and potential costs related to software development or upgrade. Staff recommends, at a minimum, that a fee for the Visitor Pass permit be instituted to offset the administration of the new program. Staff cannot unilaterally create this fee, and therefore, if the ordinance is approved, staff intends to propose a fee for this pass as a part of a separate ordinance.

The current estimates for the staff time for implementing a Visitor Pass program it is estimated this would be 50-75 hours of Engineering and Administrative staff time per year, since our current permit software can accommodate an address-based permit. The costs associated with the Green Pass program are unknown.

Prior Council or Other Entity Actions

[February 10, 2026](#) - Second reading of proposed ordinance no. 2293

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

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

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

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

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

Boards and Commissions Prior Actions and Recommendations

N/A

Public Engagement

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

Proposed Actions / Recommendations

Council will be voting on the Temporary Compliance Permit (Green Pass) amendment at this meeting. That vote will be separate from the final vote on the ordinance.

If Council desires to adopt the proposed ordinance on third reading, as previously amended, the appropriate motion is...

That Ordinance No. 2293 be adopted on third reading, and the ordinance be published in full.

Alternatives

Do not approve Ordinance No. 2293, as amended. The current code, permitting RV parking on public streets, will remain unchanged.

Important to note that once the maximum Green Pass permit timeframe is exhausted (28 days x 4; 4 months), the issues driving the original Council Request for Future Action and direction will remain. Where can the RVs that are not tied to a Broomfield address park for short or extended periods of time? Council can direct staff to schedule a study session on RV parking alternatives "safe parking".

Comparison with other Front Range Cities:

Broomfield staff have researched ordinances related to RVs and updated this information in July 2025. The information contained in this table was checked for accuracy on February 18th, 2026. One update was made to the City of Westminster's code; 10-1-12 was amended in October 2023 to permit an RV to park for 72 hours in a 7-day period. Thornton's permit was updated to four 72-hour permits; they do not provide four 7-day permits as previously documented. This information is now captured in the chart below.

Comparison of Various RV and Motor Home Parking Requirements - Public Streets - Updated February 2026					
	Arvada	Lakewood	Longmont	Thornton	Westminster
Regulations for RV and Motor Homes on Public Streets?	Yes 54-174	Yes 10.33.075	Yes 11.12	Yes 38-430	Yes 10-1-12
Nomenclature	Major Recreational Vehicle (travel trailers, motor homes, tent-trailers and hauling trailers)	Recreational Vehicles and Travel Trailers	Sleeper Vehicle (camper coach, camper trailer, motor home, multi-purpose trailer, or trailer coach)	Recreational Vehicle and Motorhomes	Recreational Vehicle
Parking Timeframe	72 hours within any 7-day period of time Time is cumulative and need not be consecutive. Applies whether or not vehicles are moved from one location to another during the 7-day period	48 hours or less for loading or unloading 6 hours or less for any other purposes or stop by visitors	Only allowed to be parked on public street if "actively" loading or unloading	Only allowed to be parked on public street if "actively" loading or unloading	72 hrs within 7-day period
Additional Parking Criteria	While parked, such vehicles shall not be used for living, sleeping, or housekeeping purposes	48 hours for loading and unloading only applies to the homeowner and their registered RV or trailer			
Permits required?	No	Yes Code Enforcement Division	Yes	Yes	No

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

Permit Criteria	n/a	<p>2-week permit issued to homeowner, but may also be used for a visitor</p> <p>Only one 2 -week permit per year and the 2-weeks are consecutive days (not split up over time)</p> <p>Linked to the one vehicle only</p>	<p>Up to four 7-day permits per year can be obtained.</p> <p>Anyone can apply for the permit and allows the sleeper vehicle to be parked on any public street.</p> <p>It is not connected to the registered owner's address.</p>	<p>Up to four 72-hour permits per year can be obtained.</p> <p>Not available for vehicles exceeding 24 feet or over 13,000 pounds GVW.</p> <p>Permit obtained by the property owner.</p>	n/a
Links	Code Language	Code Language	Code Language	Code Language	Code Language

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

This version also contains amendments approved on second reading and amendments proposed, but tabled on second reading.

ORDINANCE NO. 2293

An ordinance amending Chapter 10-12 Oversized and Commercial Vehicles

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

Section 1.

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

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

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

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

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

- (A) Within thirty feet of an intersection or a crosswalk; or

(B) Within ten feet of a public or private driveway.

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

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

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

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

***Amendment approved on second reading, 2/10/2026**

(C) The City Manager or designee may issue a Visitor Permit for a major recreational vehicle that would permit parking otherwise prohibited by this section for up to seven (7) days for a major recreational vehicle that is parked on a public street adjacent to property owned or occupied by a person who has given permission to park to the owner or responsible person of the major recreational vehicle.

- (1) No more than four (4) Visitor Permits shall be issued for any one vehicle in a 12-month period.
- (2) Vehicles must be parked lawfully and, except as stated above, used in accordance with all other applicable laws.
- (3) The vehicle cannot be leaking, discharging, or draining any fluids, such as sewage, gray water, or any other fluids.
- (4) While permitted, the vehicle is allowed to have a temporary connection to water or electric only. Utility lines extending across any public sidewalk must be covered with a ramp style cable protector.
- (5) Nothing in this section shall be construed to allow junk vehicles prohibited by Chapter 8-20, as it may be amended.

***Amendment introduced on second reading, 2/10/2026, and tabled for a final vote on third reading, 3/24/2026.**

(D) The City Manager or designee may issue a Temporary Compliance Permit (“Green Pass”) for a major recreational vehicle that would permit parking and the use of the vehicle for living or sleeping otherwise prohibited by this section for up to 28 days for individuals demonstrating financial or other hardship or mechanical failure, provided the major recreational vehicle does not pose an immediate safety hazard.

- (1) Green Pass Parking Restrictions

- (a) No vehicle may remain in a single, specific parking spot for more than seven (7) days. Vehicles must be relocated to a new, lawful parking spot after seven (7) days.
 - (b) No vehicle may remain in the same neighborhood for more than 14 days. Vehicles must be relocated to a new, lawful parking spot in a different neighborhood after 14 days.
 - (c) The vehicle cannot be leaking, discharging, or draining any fluids, such as sewage, gray water, or any other fluids.
 - (d) While permitted, the vehicle is allowed to have a temporary connection to water, electric only. Utility lines extending across any public sidewalk must be covered with a ramp style cable protector.
- (2) If a vehicle is in violation of the time requirements in subsection 1(a) or 1(b), a notice of violation may be issued. If another violation of (a) or (b) occurs after a notice of violation has been issued, the Green Pass may be immediately revoked.
 - (3) Vehicles must be parked lawfully and, except as stated above, used in accordance with all other applicable laws.
 - (4) No more than four (4) Green Pass permits shall be issued for any one vehicle in a 12-month period.
 - (5) Nothing in this section shall be construed to allow junk vehicles prohibited by Chapter 8-20, as it may be amended.

*Friendly Amendment Language Proposed by Councilmember McKenzie:

(E) For the purpose of subsection (D), the following definitions shall apply:

- (1) **Demonstrating Eligibility:** Applicants must provide verifiable evidence, which may include self-certification under penalty of perjury, documentation from a government agency, or a letter of attestation from a verified 501(c)(3) non-profit partner providing outreach or case management within the City and County of Broomfield.
- (2) **Financial Hardship:** A documented state in which an individual lacks the immediate financial means to secure private storage or traditional housing, evidenced by current enrollment in assistance programs (e.g., SNAP, Medicaid) or a verified housing crisis.
- (3) **Other Hardship:** Temporary crises making standard relocation impossible, such as documented medical emergencies or active transition into a stabilization program.
- (4) **Mechanical Failure:** A physical malfunction of primary vehicle systems (engine, transmission, or steering) rendering the vehicle "non-motive." This must be evidenced by a repair estimate, work order, or visual confirmation of the malfunction.
- (5) **Immediate Safety Hazard:** A condition posing a substantial risk to public safety or the environment, including significant visibility obstructions at intersections, active hazardous fluid leaks (sewage/gray water), or blocking emergency/utility access.

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

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

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

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

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

10-12-040 - Detached trailers.

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

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

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

- ~~(A) Oversized vehicles incidental to a commercial enterprise shall be permitted on the premises of such commercial enterprise in B-1, B-2, B-PUD, and A-1 districts.~~
- (A) Loading or unloading of moving vans or similar type vehicles used for moving of personal goods for a period of twenty-four hours or less.
- (B) Temporary parking for pickup and delivery purposes for a period of four hours or less.
- (C) Construction equipment or machinery employed in any public works project in the city parked at the site of and for the duration of such construction.

10-12-060 - Prohibited uses.

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

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

***Amendment approved on second reading, 2/10/2026**

- (A) If a vehicle is in violation of this section, the city may provide a written notice of removal and notice to pay to the owner, responsible party, or agent of the owner,

manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located, that the vehicle will be towed in accordance with this section. Such notice shall state the date the notice is issued, the violation involved, a time limit of seven days to remove the vehicle, explanation of costs and requirement to pay such costs, and be signed by the issuing officer. **Prior to the issuance of a Notice of Removal to a vehicle exhibiting signs of habitation, the city shall provide the registered owner or occupant with a list of available community resources and contact information for Broomfield Human Services.**

- (B) Service of the notice of removal and notice to pay may be by:
- (1) electronic mail properly addressed to the person in charge or control of the vehicle or the property owner, or his or her agent, manager, tenant, resident, lessee, renter, or occupant of the premises on which such vehicle is located; or
 - (2) by first class mail properly addressed to the last known address of the registered owner of the vehicle; or
 - (3) by a conspicuous posting of the written notice of violation upon the dwelling or building located on the lot or tract of land in violation of this ordinance; or
 - (4) by a conspicuous posting of the written notice of violation upon the vehicle in violation of this ordinance.
- (C) Following proper notice in accordance with this section, when any owner, responsible party, or agent of the owner of any vehicle, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located fails to properly remove such vehicle within the stated time limits, the city manager, or designee, is authorized and empowered to tow and remove the same at the expense of such owner, responsible party, or agent of the owner of any vehicle, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located, plus a sum of \$75.00 for the administrative expenses of the city.
- (D) **Payment of Costs.** In case the owner, responsible party, agent of the owner, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle was located fails to pay such towing and removal costs within the thirty days after service of notice to pay, the city manager, or designee, may order the vehicle disposed of as an abandoned motor vehicle under Part 18 of the 2024 Model Traffic Code and report the same to the city clerk who shall assess the costs against the vehicle in question. Such assessment shall constitute a perpetual, first, and prior lien on the vehicle involved, subject to general taxes and prior special assessments. The city clerk shall certify to the county treasurer the assessments which are not paid within twenty days after the date of assessment. 10% of the amount shall be added to the assessments to pay the cost of collection.

10-12-110 Violation penalty

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

Section 2.

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

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

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

Introduced a third time and approved on March 24, 2026, and order 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: Courtney Thiemann, Sr. City Attorney

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

Agenda Category: Action Items

Agenda Item: 7C

Subject: Public Hearing - Ordinance Second Reading - Amending Municipal Code in Response to Colorado Supreme Court's Rulings Regarding Municipal Court

- Ordinance No. 2284 updating Broomfield Municipal Code General Penalty Provision
- Ordinance No. 2299 updating the Broomfield Municipal Code provisions for shoplifting, theft and defraud by check to align penalties with Colorado state law based on dollar amounts

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 presentation.

Proposed Ordinance No. 2284 and 2299 would ensure that our current Broomfield Municipal Code aligns with state law pursuant to a recent ruling by the Colorado Supreme Court on December 22, 2025. The Colorado Supreme Court, in its opinions *In re People v. Camp* (Westminster case) and *In re People v. Simmons* (Aurora case), has restricted the sentencing authority of municipalities, including home rule jurisdictions. The Court held that municipalities are now precluded from imposing sentences in criminal matters that exceed the penalty prescribed by the corresponding state statute when a municipal ordinance and a state statute prohibit identical conduct.

Attachments

[Memo for Proposed Ordinances Changing General Penalty - 2nd Reading.pdf](#)

[General Penalty Ordinance 2284.pdf](#)

[Ordinance 2299 updating shoplifting, theft and check fraud in lieu of the Camp decision - 1.27.26.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Ordinances No. 2284 and 2299 would ensure that our current Broomfield Municipal Code aligns with state law pursuant to a recent ruling by the Colorado Supreme Court on December 22, 2025. The Colorado Supreme Court, in its opinions *In re People v. Camp* (Westminster case) and *In re People v. Simmons* (Aurora case), has restricted the sentencing authority of municipalities, including home rule jurisdictions. The Court held that municipalities are now precluded from imposing sentences in criminal matters that exceed the penalty prescribed by the corresponding state statute when a municipal ordinance and a state statute prohibit identical conduct.

General Penalty Provision, Ordinance 2284: Broomfield has a general penalty provision in the Code, BMC [1-12-020](#), which sets the maximum possible penalty for most criminal Code violations. This general penalty allows for up to a \$2,650 fine or 364 days in jail or both. In order to comply with the Colorado Supreme Court ruling, Ordinance 2284 proposes a change to the general penalty provision of the Code, stating that where there is a conflict, the state penalties apply.

Theft Charge, Ordinance 2299: Areas where local government and the state prohibit identical conduct are types of theft (theft, shoplifting, theft of rental property, and Issue of check with intent to defraud). Broomfield's local theft violations prohibit theft of items that are less than \$500 and the specific value of the items does not change the possible penalty. State theft laws that prohibit the identical conduct as Broomfield's theft type violations separate the offenses into levels of violation defined by the value of the stolen items. Ordinance 2299 amends the local laws to mirror the state tiered penalty structure.

Financial Considerations

N/A

Prior Council or Other Entity Actions

[March 10, 2026](#) - Council approved first reading of Ordinance No. 2284 and Ordinance No. 2299

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to adopt the proposed ordinances, the appropriate motion is...

That Ordinance No. 2284 be adopted on second and final reading and ordered published.

That Ordinance No. 2299 be adopted on second and final reading and ordered published.

Alternatives

Do not approve the ordinances. The Court, as it has been since the decision was issued, would need to continue to address any issues at both advisement and sentencing.

Additional information

Home Rule and Municipal Penalties

Since 1902, Article XX, Section 6 of the Colorado Constitution grants authority to home-rule municipalities. This authority includes the creation of municipal courts and the imposition of penalties for ordinance violations. Additionally, home-rule municipalities have long been afforded the ability to legislate and enforce in areas that are of local concern.

When matters are of purely local concern, home-rule municipalities govern over state law. When matters are of statewide concern, state law governs over home-rule municipalities. When matters are of a mix of both local and statewide concern, then home-rule municipalities may still legislate in that area so long as it does not conflict with state law. If it does conflict with state law, then state law controls.

C.R.S. § 13-10-113 sets the maximum penalty that a municipal court can sentence an individual to up to 364 days in jail and/or a fine of up to \$2,650. In accordance, Broomfield Municipal Code 1-12-020, General Penalty also adopts this state law as the maximum sentence that can be imposed for Broomfield Municipal Code violations unless the specific code provision states otherwise.

Colorado Supreme Court Decisions

On December 22, 2025, the Colorado Supreme Court released a decision in *In re People v. Camp* and *In re People v. Simons* that changes the maximum penalty that Municipal Courts can sentence individuals to for violations of criminal ordinances in which there is a corresponding state charge.

In the case of *People v. Camp*, the Defendant Camp was charged in the Westminster Municipal Court for petty theft for allegedly taking something of value of \$300.00.

Under state law, committing theft where the value of the item involved is less than \$300 would be considered petty theft, where the maximum sentence would be 10 days in jail and/or a \$300 fine. If the theft was more than \$300 but less than \$1,000 would be considered a class 2 misdemeanor punishable by up to 120 days in jail, and/or a \$750.00 fine.

In the case of *People v. Simons*, the Defendant was charged in the Aurora Municipal Court with motor vehicle trespass and subsequently trespass. Under state law, committing motor vehicle trespass is considered a class 2 misdemeanor punishable by up to 120 days jail, and/or a \$750.00 fine and trespass is considered a petty offense punishable by up to 10 days jail and/or a \$300.00 fine.

As part of their pre-trial motions and prior to any verdict or sentencing, both Defendants challenged the potential punishments. They argued that the maximum penalties in the local jurisdictions were far higher than the same conduct at state law and thus were preempted as matters of mixed local and statewide concern or statewide concern.

The Colorado Supreme Court agreed and found that the regulation and the sentencing of non-felony criminal matters is a matter of mixed local and statewide concern, and as a result, when there are both state and municipal offenses that prohibit the same conduct, the maximum sentencing caps at state law preempts the municipalities maximum penalties. The Court's decision is not limited to theft. It applies to all laws that

prohibit the same conduct. As a result of the Court's ruling and rather than attempting to modify each provision in the municipal code to amend the "similar conduct" provision, it is necessary - and meets the Court's requirements - to clarify the maximum sentencing ranges in the Broomfield Municipal Code.

Proposed Ordinance - General Penalty

Ordinance 2284 updates the general penalty section of the Broomfield Municipal Code. Broomfield has a general penalty provision that sets the possible penalty for Municipal Code violations. This general penalty applies when a Municipal Code provision either refers directly to the general penalty provision or remains silent on the possible penalty. This general penalty is capped at a maximum fine of \$2,650 and/or a maximum jail term of 364 days, pursuant to C.R.S. § 13-10-113. All Broomfield criminal violations are unclassified misdemeanors, without distinction in offense level. In contrast, the state criminal violations are divided into leveled offenses with possible penalties:

- Petty offenses: up to a \$300 fine and/or up to 10 days in jail
 - Class one misdemeanors: up to a \$1000 fine and/or up to 364 days in jail
 - Class two misdemeanors: up to a \$750 fine and/or up to 120 days in jail
- C.R.S. 18-1.3-501, 503

The recent Colorado Supreme Court decisions prohibit Broomfield's penalties from exceeding the state penalties for identical conduct. Therefore, if Broomfield's local criminal violations prohibit identical conduct to state law violations, our maximum general penalty can not apply. Ordinance 2284 amends our general penalty code provision to capture this required modification and, for violations that prohibit identical conduct, adopt the maximum possible penalty of the state law violation for local violations.

Proposed Ordinance - Theft-Related Provisions

Ordinance 2299 updates relevant theft related provisions of the Broomfield code to distinguish penalties between theft related offenses where the value of the stolen property is less than \$300 and penalties for offenses where the value of the stolen property is \$300 or more.

As it currently stands in the Broomfield Municipal Code, relevant (i.e., offenses that prohibit identical conduct to state offenses) theft related offenses prohibit the taking of another's property with a value of less than \$500. The comparable state theft related offenses define the level of offense by the value of the property at issue. Thus, the penalty for taking an item with a value of less than \$300 is different from the penalty for taking an item with a value of more than \$300.

Distinguishing the penalty for the different categories of value in the Broomfield Code helps to accurately notify an individual, the prosecutor, and the Court of the offense they are charged with and the possible penalties they face when receiving their summons into court from the charging police officer. This ordinance supports compliance with the Colorado Supreme Court *Camp* and *Simons* holdings. Ordinance 2299 only impacts the theft related ordinance violations in the code that prohibit identical conduct to state offenses. The four impacted code provisions are: Theft (B.M.C. 9-44-010), Shoplifting (B.M.C. 9-42-010), Theft of Rental Property (B.M.C. 9-44-020(A)(2)), and Issue of Check with Intent to Defraud (B.M.C. 9-43-020).

Below is a chart showing the changes proposed in Ordinance 2299 that are being made to mirror the state sentencing.

State Law	Current Broomfield Code	Proposed Ordinance
<p>C.R.S. 18-4-401(c) Theft</p> <ul style="list-style-type: none"> • Thing of value is less than \$300 - petty offense • Thing of value \$300 or more but less than \$1000 - class two misdemeanor 	<p>B.M.C. 9-42-010 - Shoplifting under \$500.00 in value</p> <ul style="list-style-type: none"> • Value of item(s) is less than \$500 - general penalty offense 	<p>B.M.C. 9-42-010 - Shoplifting under \$500.00 in value prohibited</p> <ul style="list-style-type: none"> • Item value \$299 and less mirror state penalty • Item value \$300-\$499 mirror state penalty
<p>C.R.S. 18-5-205 Fraud by Check</p> <ul style="list-style-type: none"> • Value of fraudulent check less than \$300; or aggregate of two or more fraudulent checks in a 60 day period statewide is <\$300 total - petty offense • Value of fraudulent check \$300 dollars or more but less than \$1000 or aggregate of two or more fraudulent checks in a 60 day period statewide is between \$300 and \$1000 - class two misdemeanor 	<p>B.M.C. 9-43-020 - Issue of check with intent to defraud</p> <ul style="list-style-type: none"> • Value of check is less than \$500 - general penalty offense 	<p>B.M.C. 9-43-020 - Issue of check with intent to defraud</p> <ul style="list-style-type: none"> • Fraudulent check amount \$299 and less - mirror state penalty • Fraudulent check amount \$300-\$499 - mirror state penalty
<p>C.R.S. 18-4-401(a)-(d) Theft</p> <ul style="list-style-type: none"> • Thing of value is less than \$300 - petty offense • Thing of value \$300 or more but less than \$1000 - class two misdemeanor 	<p>9-44-010 - Theft</p> <ul style="list-style-type: none"> • Value of thing involved is less than \$500 - general penalty offense 	<p>9-44-010 - Theft</p> <ul style="list-style-type: none"> • Value is \$299 and less - mirror state penalty • Value is \$300-\$499 - mirror state penalty
<p>C.R.S. 18-4-401(e) Theft</p> <ul style="list-style-type: none"> • Thing of value is less than \$300 - petty offense • Thing of value \$300 or more but less than \$1000 - class two misdemeanor 	<p>9-44-020(A)(2) - Theft of rental property.</p> <ul style="list-style-type: none"> • Value of thing involved is less than \$500 - general penalty offense 	<p>9-44-020(A)(2) - Theft of rental property.</p> <ul style="list-style-type: none"> • Value is \$299 and less - mirror state penalty • Value is \$300-\$499 - mirror state penalty

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

ORDINANCE NO. 2284

An ordinance updating the Broomfield Municipal Code General Penalty provision

Recitals

Whereas, pursuant to Colo. Rev. Stat. § 31-16-101, Colorado municipalities can set possible penalties for offenses committed in their municipalities up to one year in jail and up to a \$2,650.00 fine;

Whereas, on December 22, 2025 the Colorado Supreme Court issued an opinion in *In re People v. Camp* and *In re People v. Simmons* where the Court's opinion restricted municipalities' ability to sentence certain municipal level crimes, holding that municipalities, including home rule jurisdictions, are now prohibited to sentence defendants in criminal matters to sentences greater than the state law counterpart for crimes where a municipal ordinance and a state statute prohibit identical conduct.

Whereas, given the Colorado Supreme Court Ruling, an amendment is needed to modify Broomfield's general penalty provision to follow that ruling concerning sentencing in municipal court for state statutes prohibiting identical conduct.

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

Section 1.

Section 1-12-010 - Penalties designated - is amended to add a new subsection (B) as follows:

1-12-020 - Penalties designated.

(A) Whenever in any provision of the B.M.C. or in any provisions of a code adopted herein by reference, the doing of any act is required, prohibited, or declared to be unlawful, any person who is convicted of a violation of any such provision shall, for each offense, be punished by a fine not exceeding \$2,650.00, or by imprisonment not exceeding 364 days, or by both such fine and imprisonment, except where a different penalty is specifically prescribed by any ordinance of the city, and provided that no person under the age of eighteen years as of the date of the violation for which he or she is convicted shall be subject to the imposition of a jail sentence, except in the case of a conviction of a traffic offense or as otherwise provided by the Colorado Children's

Code. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued, or permitted by such person, and shall be punished accordingly. It is the intent of this chapter that the general penalties set forth in this section shall apply wherever no specific penalty has been otherwise provided in any ordinance of the city. The suspension or revocation of any license, certificate evidencing accord of inspection services, or other privilege conferred by the city shall not be regarded as a penalty for the purposes of this chapter.

(B) Notwithstanding section (A), whenever there exists a non-felony criminal violation where the prohibited conduct is identical to a corresponding charge in Colorado state law, the maximum sentence at the Colorado state law shall control.

Section 2.

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

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

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

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

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

ORDINANCE NO. 2299

An ordinance updating the Broomfield Municipal Code provisions for shoplifting, theft and defraud by check to align penalties with Colorado state law based on dollar amounts

Recitals

Whereas, pursuant to Colo. Rev. Stat. § 31-16-101, Colorado municipalities can set possible penalties for offenses committed in their municipalities up to one year in jail and up to a \$2,650.00 fine;

Whereas, on December 22, 2025 the Colorado Supreme Court issued an opinion in *In re People v. Camp* and *In re People v. Simmons* where the Court's opinion restricted municipalities' ability to sentence certain municipal level crimes, holding that municipalities are now prohibited to sentence defendants in criminal matters to sentences greater than the state law counterpart for crimes where a municipal ordinance and a state statute prohibit identical conduct.

Whereas, given the Colorado Supreme Court Ruling, the City is amending certain municipal level offenses to mirror the penalty structure of the state court offense.

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

Section 1.

Chapter 9-42, Shoplifting and Price Switching, is hereby amended to read as follows:

9-42-010 - Shoplifting under \$500.00 in value.

- (A) It shall be unlawful to commit the crime of shoplifting. A person commits the crime of shoplifting when he or she knowingly takes possession of any unpurchased goods, wares, or merchandise of a value of less than \$500.00 owned or held by and offered or displayed for sale by any store or mercantile establishment, with the intention of converting such goods, wares, or merchandise to his or her own use, without paying the purchase price thereof.
- (B) For purposes of sentencing, shoplifting offenses involving goods, wares, or merchandise of a value of **\$299** and less will mirror Colorado state possible penalties for the identical conduct.

- (C) For purposes of sentencing, shoplifting offenses involving goods, wares, or merchandise of a value between \$300 and \$499 will mirror Colorado state possible penalties for the identical conduct.**

Section 2.

Chapter 9-43, Fraud by Check, is hereby amended to read as follows:

9-43-020 - Issue of check with intent to defraud.

- (A) Any person, knowing he or she has insufficient funds with the drawee, who, with intent to defraud, issues a check for the payment of services, wages, salary, commissions, labor, rent, money, property, or other thing of value commits fraud by check. This section shall only apply where the fraudulent check was for the sum of less than \$500.00.**
- (B) For purposes of sentencing, if the fraudulent check was for an amount of \$299 or less, possible penalties shall mirror Colorado state possible penalties for the identical conduct.**
- (C) For purposes of sentencing, if the fraudulent check was for an amount between \$300 and \$499 possible penalties shall mirror Colorado state possible penalties for the identical conduct.**

Section 3.

Chapter 9-44, Theft, is hereby amended to read as follows:

9-44-010 - Theft.

- (A) It shall be unlawful to commit theft. A person commits theft when he or she knowingly obtains or exercises control over anything of value of another without authorization, or by threat or deception, and:**
- (1) Intends to deprive the other person permanently of the use or benefit of the thing of value;**
 - (2) Knowingly uses, conceals, or abandons the thing of value in such a manner as to deprive the other person permanently of its use or benefit;**
 - (3) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use and benefit; or**
 - (4) Demands any consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person.**

- (B) This section shall only apply if the value of said thing of value is less than \$500.00.
- (C) For purposes of sentencing, if the value of the thing involved is \$299 and less the possible penalties shall mirror Colorado state possible penalties for the identical conduct.
- (D) For purposes of sentencing, if the value of the thing involved is between \$300 and \$499, the possible penalties shall mirror Colorado state possible penalties for the identical conduct.

9-44-020 - Theft of rental property.

- (A) It shall be unlawful to commit theft of rental property. A person commits theft of rental property if he or she:
 - (1) Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
 - (2) Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire, knowingly fails to reveal the whereabouts of or to return said property to the owner thereof or his or her representative or to the person from whom he or she has received it within seventy-two hours after the time at which he or she has agreed to return it.
- (B) This section shall only apply if the value of said personal property is less than \$500.00.
- (C) For purposes of sentencing section(A)(2), if the value of the thing involved is \$299 or less, possible penalties shall mirror Colorado state possible penalties for the identical conduct.
- (D) For purposes of sentencing, if the value of the thing involved was for an amount between \$300 and \$499, possible penalties shall mirror Colorado state possible penalties for the identical conduct.

Section 4.

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

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

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

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

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

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

Agenda Category: Action Items

Agenda Item: 7D

Subject: Public Hearing - Ordinance Second Reading - Addition of a Municipal Code Chapter Prohibiting Discrimination Within Broomfield

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

Goals: N/A

Overview

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 presentation.

On July 29, 2025, and following a request for future action by Mayor Castriotta, Council held a study session regarding Broomfield's potential adoption of a local Human Rights Ordinance that would provide local protection against discrimination within Broomfield's jurisdictional boundaries. Council directed staff to prepare an ordinance that would prohibit discrimination in housing, employment and public accommodation in Broomfield. Council also directed staff to prepare a resolution to establish a Human Rights Advisory Board. Proposed Ordinance No. 2296 would add a new chapter to the Broomfield Municipal Code, making it a violation of the Code to discriminate in Broomfield in three areas: housing, employment, and public accommodation.

Attachments

[Memo for Proposed Ordinance 2296 - 2nd Reading.pdf](#)

[Ordinance 2296.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

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

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

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

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

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

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

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

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

Financial Considerations

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

Prior Council or Other Entity Actions

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

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

[February 10, 2026](#) - Council approved first reading of Ordinance No. 2296

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Ordinance No. 2296 be adopted on second and final reading and ordered published.

Alternatives

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

Additional information

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

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

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

address the complained-of behavior. If the person who filed the complaint is not satisfied with the outcome achieved with the Investigator, then the individual can request a hearing before a Hearing Officer. The Hearing Officer will hold a hearing and, if the Hearing Officer finds violations of this chapter, the Officer may issue such orders as it deems appropriate. CCOB staff involvement is minimal, limited to providing administrative support and securing a conference room for the hearing. Decisions made by the Hearing Officer are final and may be appealed to the district court. Defense of any appeals of the Hearing Officer's decisions will be handled by the attorneys in the City and County Attorney's office.

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

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

Effective Date

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

Time period for Filing Claims under the Proposed Discrimination Ordinance

The proposed filing deadlines would be as follows:

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

Current options for Broomfield residents who experience discrimination.

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

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

been filed with another agency or that any complaint concerning this matter has been dismissed by such agency without a final judgment on the merits. If a complaint has been filed elsewhere, proposed Ordinance No. 2296 would not apply.

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

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

Other Local Human Right / Nondiscrimination Codes

Colorado

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

Examples Outside of Colorado

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

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

ORDINANCE NO. 2296

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

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

Section 1.

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

TITLE 18 - Human Rights

Section 2.

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

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

Section 3.

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

18-01-010 - Definitions.

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

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

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

Section 4.

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

18-01-020 - Discrimination in Housing Prohibited.

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

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

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

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

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

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

Section 5.

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

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

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

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

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

Section 6.

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

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

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

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

Section 7.

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

18-01-050 - Retaliation and Interference Prohibited

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

Section 8.

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

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

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

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

Section 9.

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

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

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

(1) The complaint shall state:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.

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

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

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

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

Section 11.

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

Section 12.

This ordinance is effective June 1, 2026.

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

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

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

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

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

Agenda Category: Action Items

Agenda Item: 7E

Subject: Resolution - Construction Agreement with Diamond Contracting for the 2026 Waterline Replacement Project

- Resolution No. 2026-06 approving a Construction Agreement with Diamond Contracting Corp. for Waterline Replacement Projects

Goals: Financial Sustainability and Resilience

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 presentation.

Proposed Resolution 2026-06 is Delegating Authority to the City and County Manager to Approve Purchase Orders with Diamond Contracting Corp. for Waterline Replacement Projects.

Attachments

[.Memo - Resolution - 2026 Waterline Replacement Project \(1\)\(1\).pdf](#)

[Resolution Number 2026-06.pdf](#)

[Construction Agreement - Annual Waterline Replacement Projects 2026- Diamond Contracting - signed.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Strategic Utility Waterline Replacement: Protecting Broomfield's Essential Infrastructure

Overview

The water distribution system is a critical infrastructure network that transports treated, potable water from the Water Treatment Plant to residential, commercial, and industrial customers. The distribution system is designed to maintain water quality, ensure adequate, consistent pressure and provide sufficient volume for fire protection. Key components are:

- Pipes - A network of underground pipes, totaling 498 miles of transmission mains (larger lines) and distribution mains (smaller lines) ranging from 36-inch diameter to 6-inch diameter, delivering water to the end-user.
- Pumps Stations - Boost pressure to ensure water reaches high-elevation areas and distant locations. Due to the elevation differences throughout Broomfield, there are five booster station maintenance points within our water distribution system.
- Storage tanks store treated water to ensure it is available to meet peak demand and maintain pressure during usage fluctuations.
- Valves - Control flow, manage pressure, and isolate sections of the distribution network for maintenance. Broomfield maintains 15,376 valves.
- Pressure Reducing Valves (PRVs)- Integral to proper drinking water distribution system operations, PRVs regulate water pressure from main lines to a safe, consistent level for homes and businesses. This prevents leaks, protects plumbing, and conserves water by reducing flow rates, while maintaining required minimum and maximum pressures. Broomfield manages 81 Pressure Reducing Valves (PRVs) across 18 pressure zones.
- Fire hydrants - Provide high-volume water for firefighting and system flushing to prevent water quality impacts. Broomfield maintains 4,545 fire hydrants.

Waterline Replacement Project

Waterline replacement programs are critical to the overall cost-effectiveness and reliability of a municipal water distribution system for several key reasons. Key reasons for replacing water distribution lines include:

- Deterioration and Aging: Pipes corrode and weaken over time due to elements like pressure and ground movement, leading to leaks and breaks.
- Water Quality Issues: Damaged pipes can introduce contaminants (bacteria, sediment) into drinking water.
- Pressure Fluctuations: Deteriorating pipes cause inconsistent pressure, impacting water flow and fire safety, often due to "water hammer" from sudden usage changes.

- **Cost Effectiveness:** Replacing pipes reduces emergency repair costs, water loss, and minimizes disruptions while ensuring a consistent water supply.
- **Public Health Protection:** Maintaining a reliable, clean water system is vital for safeguarding public health.

Project Scope

The 2026 Waterline Replacement Project will replace approximately 5,620 linear feet of aging infrastructure across two areas for the amount of \$2,602,434 to include the 10% contingency.

The highest priority projects for the 2026 waterline replacement program have been selected based on several critical factors, including the age of the lines, a history of multiple water breaks, and the potential for severe disruption to the distribution system should a failure occur.

1. **Westlake Community** - The waterline replacement is necessary due to a history of frequent water breaks and the failure of existing valves, which have proven inadequate for proper isolation. The current pipe and valves are original, dating back to 1974, and are over 50 years old, which has contributed to their diminished reliability. The existing line is sized appropriately and was confirmed by Broomfield's existing water model. This project consists of:



- a. Replace the 1,320 feet of existing 12-inch waterline with a new 12-inch waterline in Westlake Drive from W 134th Ave to W 136th Ave. This project includes upgrading: one irrigation service tap, two fire hydrants, and 4 mainline valves
- b. Replace 1,400 feet of 6-inch waterline in two cul-de-sacs (Irving Ct. and Hazel Ct.). This project includes upgrading: 36 service taps, four fire hydrants, and 1 mainline valve.

2. **Miramonte Condominiums** - The 6" waterline replacement is necessary due to a history of frequent water breaks and the failure of existing valves, which have proven inadequate for proper isolation.
 - a. Replacing all inside water meters (82) with outside water meter pits. Moving the water meters outside also provides CCOB access to the water meter for maintenance and reduces the risk of failure inside the home, causing damage.
 - b. Replacing single-residence shut-off valves, as several are missing or under concrete drives.
 - c. Replace the existing 6-inch cast iron waterline with a new 8-inch PVC waterline. The total length of the waterline to be replaced is approximately 2,900 feet, including hydrant laterals.
 - d. Replace five fire hydrants and 17 mainline valves to ensure proper functionality and maintenance capabilities for the new waterline infrastructure.

- e. An outside geotechnical testing firm will be contracted to complete geotechnical observations, inspections, and testing as required by Broomfield's Standards and Specifications.

All water lines will be fully replaced, effectively creating new, corrosion-resistant piping within the existing infrastructure. This approach significantly extends the service life and reliability of the replaced water line segments.

Public Notice

- Postcard Notification - Residents will be notified of the upcoming construction two weeks before construction starts, with postcard notifications to residents within 1,000 ft of the project area.
- Variable Message Boards - Variable message boards (VMB) will be placed in the vicinity of the project at least 1 week before the start of the project.

All traffic control plans will be approved by Broomfield's Traffic Engineer. Due to the location of the existing water lines within the street sections, detours, flagging, and minor street closures may be required.

Proposal-Competitive Solicitation Process

The Invitation for Bids (IFB) for the 2026 project was issued on February 4th. This IFB was distributed through Bidnet, promoting and ensuring open competition in compliance with all procurement requirements.

Two (2) bids were received by the February 20, 2026, submission deadline. The lowest responsive and responsible bid was submitted by Diamond Contracting Corp. for the 2026 projects, totaling \$4,400,923, of which \$2,602,434 was awarded.

Proposed Resolution No. 2026-06 would authorize a construction agreement with Diamond Contracting Corp. for the 2026 Waterline Replacement Project, totaling \$2,602,434, which includes a 10% contingency. The approved 2026 CIP Waterline replacement and maintenance budget consists of \$3,477,447.

In addition, CCOB is requesting delegation of authority to the City and County Manager to amend and renew the construction agreement contract with Diamond Contracting Corp. for the current year and for three (3) additional successive one-year terms for additional work for the overall Waterline Replacement Project, up to the amount of annual budget appropriations, as approved by Council, in each year.

The 2026 Waterline Replacement Project is anticipated to begin construction in late spring or early summer 2026, contingent upon contractor availability, procurement timelines, and weather, as detailed in the bid documents. The City and County will set the final construction start date after the construction agreement is executed and the contractor begins material procurement. Substantial completion is expected by December 31, 2026.

Proposed Resolution:

- Proposed Resolution No. 2026-06 approves the Construction Agreement with Diamond Contracting for Waterline Replacement, and includes the authorization delegated to the City and

County Manager to amend and renew the agreement for up to three successive one-year terms, subject to annual budget appropriations.

Financial Considerations

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

Sources and Uses of Funds	Amount
Fund 1 (40-70531-55200 0AZ0001) Waterline Replacement - City Wide	\$1,892,445
Fund 2 (40-70531-55200 26V0026) Water Share of AECOM Maintenance	\$1,177,447
Total	\$3,069,892
Sources and Uses of Funds	Amount
Westlake Dr: W 134th to W 136th Ave Waterline Replacement	-\$582,866
Irving Ct Waterline Replacement	-\$178,906
Hazel Ct Waterline Replacement	-\$146,852
Miramonte Condos Waterline Replacement	-\$1,271,841
Potholes, Trench Maintenance, Mobilization, Structure Fill	-\$185,384
Construction Contingency (10%)	-\$236,585
Other (20 Day Letter), Ground Engineering	-\$40,217
Projected Balance	\$427,241

Prior Council or Other Entity Actions

[2-25-25 Proposed Resolution for 2025 Waterline Replacement Construction Contract Award - Resolution No. 2025-05](#) authorizing the 2025 Waterline Replacement Project three main areas (Westlake, 136th, and Lowell Blvd and W. 136th Avenue PRV).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project and approve the delegation of authority for further contracting on the waterline replacement project with Diamond Construction, the appropriate motion is...

That Resolution 2026-06 be adopted.

Alternatives

Do not approve the contract, which would delay the needed work on the waterlines. Not approving the contract is not recommended by staff as these waterline replacements are the highest priority for replacement due to age, multiple water breaks, and effects on the distribution system in the event of a failure. Do not approve the delegation of authority for three renewal terms. All amendments and renewals with Diamond Construction for future work would come to Council for approval.

RESOLUTION NO. 2026-06

A resolution approving a Construction Agreement with Diamond Contracting Corp. for Waterline Replacement Projects

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

Section 1.

The Construction Agreement by and between the City and County of Broomfield and Diamond Contracting Corp in the amount of \$2,602,434 for construction services for the 2026 Waterline Replacement Project is approved.

Section 2.

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

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed 10%.

Section 4.

The City and County Manager, or designee, is authorized to amend and renew the agreement for three additional one-year periods up to the amount indicated in the annual budget appropriation, as approved by Council, in each of the next three budget years.

Section 5.

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

Approved on March 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

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND DIAMOND CONTRACTING CORP FOR ANNUAL WATERLINE AND UTILITY REPLACEMENT PROJECTS

1. PARTIES. The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Diamond Contracting Corp., a Colorado corporation (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City, seeking construction services for the City’s annual waterline and utility replacement program and completed a competitive selection process by Invitation for Bid 26-IFB-WU-001 Waterline Replacement Services (“IFB”), the construction services may include limited design work.
 - 2.2. The Contractor’s response to the above referenced IFB was determined to be of best value, responsible, responsive bidder to the City for the procurement of the services requested.
 - 2.3. The City will have a variety of projects at different locations each year and each project will be aggregated into this overall annual waterline project contract. The Parties intend to have separate Start and Completion Dates for each segment of the Project.
 - 2.4. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Work. The Contractor agrees to furnish all necessary design, labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work attached hereto as Exhibit A and incorporated by this reference.
 - 3.2. Contract Documents. The Contract Documents shall consist of the following:
 - 3.2.1. This Agreement; and
 - 3.2.2. The Scope of Work attached hereto as Exhibit A;
 - 3.2.3. The Contractor’s Cost Proposal dated February 20, 2026, attached hereto as Exhibit B; and
 - 3.2.4. The IFB; and

- 3.2.5. The General Conditions attached hereto as Exhibit C; and
- 3.2.6. Any change orders and contract amendments, as applicable; and
- 3.2.7. Broomfield Standards and Specifications (current version), as amended; and
- 3.2.8. The Insurance Requirements attached hereto as Exhibit D,

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

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

- 3.6. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by a utility.
- 3.7. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.
- 3.8. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and review of the Contract Documents.
- 3.8.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as either:
- 3.8.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or
 - 3.8.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement.
- 3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.

4. TERM. The Term of this Agreement shall commence at the date of last signature and extend and be effective through March 1, 2027. This Agreement may be renewed for three successive one-year terms upon the same terms and conditions by written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.

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

The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences for each Project segment (the "Start Date"). The Contractor shall complete the Work and fulfill all of its other obligations on or before the completion date established by the Parties for each segment of the Work (the "Completion Date"). The Notice to Proceed will also set forth the Start Date and the Completion Date for each segment of the overall Project (together, the "Contract Time").

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

5. RENEWAL TERM PRICING AND CONTRACT COORDINATION.

- 5.1. The intent of the Parties is that all 2026 Work shall be completed in the calendar year and the performance and payment bonds and retainage shall be closed out by the end of each calendar year, or as each segment is completed. Upon renewal, the Contract Price, performance and payment bonds and other items shall be revised for the Work to be completed in 2027, and new documentation shall be submitted for the renewal period to be completed before the end of 2027 calendar year and so on for each renewal year. Each segment of the project will have an independent Start Date and Completion Date as identified by the Parties each year.

- 5.2. *Renewal Term Pricing*. The City shall have the option to renew this Contract for three additional one-year terms by giving written notice of such renewal to the Contractor as provided in Section 4 above. The Contractor will notify the City of any changes in the pricing set forth on Exhibit B for the renewal term and such pricing shall be set forth in the applicable amendment. The Contractor acknowledges that pricing shall only be updated once per calendar year. Any pricing increases shall be limited to the amount of the cost

adjustment calculated using the most current Construction Cost Index for Denver, Colorado published by the Engineering News Record.

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

7. UNUSUALLY SEVERE WEATHER CONDITIONS.

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

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

7.2.1. Anticipated Calendar Days Lost to Adverse Weather Conditions:

7.2.1.1. January - 7 Days

7.2.1.2. February - 5 Days

- 7.2.1.3. March - 4 Days
- 7.2.1.4. April - 3 Days
- 7.2.1.5. May - 3 Days
- 7.2.1.6. June - 2 Days
- 7.2.1.7. July - 2 Days
- 7.2.1.8. August - 2 Days
- 7.2.1.9. September - 2 Days
- 7.2.1.10. October - 3 Days
- 7.2.1.11. November - 3 Days
- 7.2.1.12. December - 7 Days
- 7.2.1.13. Total Annually - 43 Days

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

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

8. PRICE AND PAYMENT. The City shall pay the Contractor for performance of the Work an amount not to exceed \$2,602,434 (the “Contract Price”) based upon the unit prices set forth on Contractor’s Cost Proposal attached hereto as Exhibit B and in accordance with the following schedule:
 - 8.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the “Partial Payments”) and shall retain five percent (5%) of the amount due to the Contractor (the “Retained Amount”) until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.
 - 8.2. The City shall retain the Retained Amount until Final Acceptance (as defined in Final Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the “Final Payment”). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.
 - 8.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City’s right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.
 - 8.4. The Parties acknowledge and agree that each segment of the Project will be treated as a separate smaller with a designated “Segment Contract Price”

which will follow the retainage and terms of this section. This will allow retainage to be released at various stages throughout the Project, without the wait until all of the Work is completed.

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

9. FINAL INSPECTION AND FINAL PAYMENT.

- 9.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the City's receipt of the Letter of Completion, the City Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Agreement and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the City within ten (10) calendar days after receipt of the Punchlist. If any Punchlist item cannot be corrected within ten (10) calendar days, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension"). The Request for Extension must be received by the City Representative within seven (7) calendar days of the Contractor's receipt of the Punchlist and shall include the Contractor's justification for the request and a schedule for completion of the Punchlist item. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.
- 9.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Payment shall not be made until the City Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The City

shall condition publication and final settlement upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and final settlement shall be made in full.

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

The City designates Shawn Desotel as the authorized representative of the City under this Agreement. Email address is sdesotel@broomfield.org.

The Contractor designates Shane Hoerig as the authorized representative of the Contractor under this Agreement. Email address is Shoerig.dcc@gmail.com.

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

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

12. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

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

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

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

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

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

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

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

12.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such

date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.

- 12.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- 12.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- 12.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

13. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.
14. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$1,000 for each and every calendar day beyond the Completion Date for that segment as identified by the Parties. The City reserves the right to deduct said liquidated damages from any amount due the Contractor under this Agreement or, at its option, to collect such liquidated damages directly from the Contractor or its surety.
15. PERFORMANCE AND PAYMENT BONDS. In accordance with C.R.S. §38-26-105, if the Contract Price exceeds \$50,000, the Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the City prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
16. COLORADO LABOR. If the Contract Price exceed \$500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the

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

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

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

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

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

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

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

32. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
33. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
34. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
35. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
36. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
37. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
38. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
39. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
40. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of

all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.

41. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
42. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
43. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. In order to comply with the law on or before July 1, 2024, the Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
44. 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:


Kourtney Hartmann (Mar 4, 2026 08:32:54 MST)
City and County Attorney's Office

CONTRACTOR:

Diamond Contracting Corp.



By: Shane Hoerig (Mar 4, 2026 08:15:16 PST)
Shane Hoerig, Chief Executive Officer
Address: 21085 West Gate Road
Golden, CO 80403

EXHIBIT A
SCOPE OF WORK

The Contractor shall provide the following waterline and utility replacement services, including but not limited to all labor, equipment, materials, transportation, supervision, and all other services of any nature necessary to support the City's annual waterline replacement program and the related utility services:

1. **Scope of Work.** All Work described below or performed by the Contractor must be performed in accordance with the current [City and County of Broomfield's Standards and Specifications](#), current edition.
 - 1.1. *Projects.* Projects anticipated between 2026 to 2029 may include but are not limited to:
 - 1.1.1. Annual waterline replacement;
 - 1.1.2. Area water system improvements (miscellaneous projects);
 - 1.1.3. Annual stormwater rehabilitation projects;
 - 1.1.4. Miscellaneous reuse line upgrades;
 - 1.1.5. Miscellaneous sewer line replacements; and
 - 1.1.6. Area collection system improvements (miscellaneous projects).
 - 1.1.7. All Work shall conform to the City and County of Broomfield Standards and Specifications, and the American Water Works Association (AWWA) standards for the installation of PVC waterlines, and to the pipe manufacturer's installation instructions.
 - 1.2. *2026 Work.*
 - 1.2.1. The 2026 Work includes, but is not limited to, installation of 12, 10, 8, and 6-inch waterlines and associated appurtenances; service tie-ins; waterline abandonment; testing; fire hydrants; site restoration (paving, landscaping, etc.); and design assistance, sliplining of an existing 20 inch waterline with a 16 inch fusible PVC line and rehabilitation of an existing Pressure Regulating Valve (PRV). The Work may also include additional related or incidental work as required by the Contract Documents or as directed by the Owner to complete the project.
 - 1.2.1.1. Westlake Drive - From W. 134th Ave to W 136 Ave - Approximately 1,320 linear feet

- 1.2.1.2. Irving Court - From Westlake Drive to end of Irving Court - Approximately 700 linear feet
- 1.2.1.3. Hazel Court - From Westlake Drive to end of Hazel Court - Approximately 700 linear feet
- 1.2.1.4. Miramonte Condominiums
- 1.2.1.5. Potholes, Trench Maintenance, Mobilization, Structural Fill as Needed
- 1.2.2. *Project Schedule.* The following work including additional discovery shall occur as part of the future project schedules
 - 1.2.2.1. A middle school (Westlake Middle) is located on Westlake Drive within the project limits, and coordination of work in this area must be considered and prioritized during times school is not in session.
 - 1.2.2.2. W. 12th Ave - From Lowell Blvd. to Brandburn Ave. to include W. 120th Ave and Perry St. - Approximately 3,360 linear feet
 - 1.2.2.3. Perry Street - From Perry Street PRV to Perry Street PRV
 - 1.2.2.4. Industrial Lane 20" Rehab - From the Pedestrian Underpass to the Frico Ditch - Approximately 740 linear feet
 - 1.2.2.5. Any additional work identified by the City

2. **Project Management.** The Contractor will be required to coordinate all efforts directly with the City or its representative. It is expected that daily production reports be generated by the Contractor to verify the quantity of infrastructure installed. Production sheets shall be accompanied by highlighted construction prints showing the location of daily installation. A detailed plan outlining project management, construction management, inspection of work performed, and the City's inspection process to close out permits will be shared with the successful Contractor.

- 2.1. Progress meetings will be conducted weekly or at some other frequency, as directed by the City. These meetings shall be attended by the Contractor's representative and any others invited by the City.
- 2.2. The agenda of these project meetings will include construction progress, the status of submittal reviews, the status of information requests, critical work sequencing, review of strategies for connections into existing facilities, status of field orders and change orders, and any general business. These meetings will be attended by the Contractor at no additional costs to the City.
- 2.3. The waterline team will consist of Broomfield's utility superintendent, utility manager, and utility inspector, the utility contractor (project manager, superintendent, and/or foreman).

- 2.4. A Broomfield utility staff member will be assigned to the project as the on-site inspector who will work with the utility contractor daily.
 - 2.5. Waterline outages are to be minimized to reduce disruption to residents.
 - 2.6. Waterline trenches are to be patched back (asphalt paved) every Friday to minimize trench maintenance required on the weekends.
3. **Existing Utilities.** All sewers, waterlines, gas mains, telephone conduits, electrical cables, and other underground structures shall be located by the Contractor. The Contractor shall, ahead of excavation, locate all underground utilities and structures so that they will not be accidentally cut by construction operations.

THE CONTRACTOR SHALL CONTACT UTILITY NOTIFICATION CENTER OF COLORADO 811 FOR UTILITY LOCATES BEFORE ANY CONSTRUCTION.

The connection to the existing water mains and the related interruption of service shall be performed in compliance with established protocols. Where the protocol has not been established due to unknown conditions or circumstances, the Contractor shall provide a written protocol to the City for approval before any planned disruption of service.

4. **Coordination with the Public.**

- 4.1. Advance Notice - Two (2) weeks prior to Work commencing in an area, the Contractor will provide the following:
 - 4.1.1. Variable Message Boards installed and operational in the vicinity of the project. Broomfield will provide mailings to residents one (1) week before the start date.
 - 4.1.2. 48 hours before service interruption, the Contractor shall provide door hangers that describe the future work and the anticipated date and length of time for the service disruption.
- 4.2. Controls of Work.
 - 4.2.1. The Contractor will enter a work area with the minimum of disruption to the residents and public. The Contractor will identify locations for crew parking, an equipment storage site at the end of work hours, material storage locations, and advance traffic control.
 - 4.2.2. The Contractor will be allowed only two disruptions of each resident's water service, for a maximum of 4 hours, and two disruptions of access to residents' driveways for a maximum of 8 hours unless approved by the City Project Manager. Resident's driveways shall be accessible daily between 5:00 p.m. and 7:30 a.m.

- 4.2.3. The Agreement has a Waterline Field Design Assist pay item that will be reduced for each violation or failure to provide the required advance notice, failure to meet published schedules, failure to maintain a clean construction area, and substantive violation of the Contractor's conduct.
 - 4.2.4. The Agreement will have a trench maintenance bid item used to maintain trenches during construction until the final asphalt and cleanup have been completed. At no time will construction be allowed to progress more than 1,600 feet of trench without the permanent asphalt surfacing unless approved by the Project Manager. Trenches are to be paved every Friday unless approved by the Project Manager. The project's intent is to pave trenches as quickly as possible after completed installations. The Contractor may be allowed to install additional waterline lengths while testing and installing services on the prior section or to complete an entire street section.
 - 4.2.5. The Contractor shall construct and maintain an all-weather access to adjoining properties during construction. The Contractor is responsible for continuous maintenance of the access routes under all weather conditions through completion of construction. The Contractor shall respond immediately to any request for maintenance or repairs to the access routes. No claims for extra cost associated with the maintenance of access roads/walkways will be given.
 - 4.2.6. Application of water and dust palliatives shall comply with Section 209 of the Colorado Department of Transportation Standard Specification for Road and Bridge Construction, latest edition. Broomfield shall approve the application and quantity of water and dust palliatives in advance.
 - 4.2.7. The Contractor must obtain their own water meter/backflow preventer. The Contractor will not be charged for use of the water.
 - 4.2.8. The Contractor is required to provide access to the residences at all times during construction. The Contractor shall take care when/if sidewalk replacements are necessary and adjacent to residential landscaping. Pedestrian traffic control will be required. The Contractor shall not take breaks on private property and shall not dispose of trash on the project site, except for in appropriate trash receptacles that the Contractor has provided. Portable toilet facilities shall be provided by the Contractor for use by the Contractor's employees.
5. **Order of Construction.** The City and Contractor will develop a construction sequence at a preconstruction meeting. The purpose of the sequence will be to limit the amount of time customers are without water. The City reserves the right to direct the Contractor's sequencing at any time during construction.

- 5.1. Any changes in the sequence of construction must be submitted to the City's Project Manager for approval before the start of work.
- 5.2. The City will present a brief discussion of proposed construction sequencing during the construction prebid conference.
- 5.3. Weekly project coordination meetings with Broomfield shall be required.
6. **Traffic Control.** The provisions of this paragraph are in addition to and do not restrict the provisions of the City and County Broomfield Standards and Specifications. Traffic control is the sole responsibility of the Contractor and will be accomplished in accordance with [City and County of Broomfield's Standards and Specifications](#) Section 100, and the Federal Highway Administration's [Manual of Uniform Traffic Control Devices](#), and [Section 14-10-160](#) of the Broomfield Municipal Code. The traffic control plan shall be submitted to and approved by the City Traffic Engineer for each location prior to commencement of work. The Contractor shall be familiar with and comply with the Broomfield Truck Routing Requirements. Traffic control plans shall be required for all work.
 - 6.1. Traffic control plans shall be submitted to the traffic engineer for approval prior to the implementation of any traffic control plan. Street closures for work must be approved by the traffic engineer before implementation. Allow a minimum of 2 weeks for City review.
 - 6.2. The residential streets may be closed to limit traffic to "Local Traffic only". All other work must remain open to traffic.
 - 6.3. Two-way traffic shall be maintained on all streets unless otherwise permitted by the Project Manager. Traffic shall be directed through the project with signs, barricades, flagging personnel, or pilot cars, as necessary to protect the work/workers and for the safety of the public. Traffic, both pedestrian and vehicular, shall be directed. Additional devices will be placed immediately upon the direction of the Project Manager. The Contractor shall remove the devices from the job sites as soon as the Work is completed and approved for use by the Project Manager.
7. **Alignment and Grade.** New waterlines will be installed parallel to existing waterlines. A minimum three-foot horizontal separation will be maintained between the centerline of the new and existing waterline pipe unless shown otherwise on the construction drawings. The existing waterlines vary in depth from 4.5 to 5 feet unless there are other utility conflicts. The new waterline shall be installed 5.5 feet in depth to allow crossing the existing line during construction unless determined otherwise during design. The asphalt shall be cut so that the edges are straight. Elevations shown are based on approximate relative elevations. Actual benchmark elevations are available from the City and County of Broomfield.

8. **Protection of Underground Utilities.** Existing gas main services are located throughout each alignment. However, they should not interfere with the construction of the waterline. Gas services will intersect the waterline in some locations. The Contractor shall be responsible for all utility locates and repair of any damaged services. See City of Broomfield Standard Specifications for further information.
9. **Removal of Abandoned Valve Boxes.** After the new waterline is in service, the Contractor shall remove all abandoned valve boxes to a depth of 3 feet below the grade and fill the excavation with compacted sand.
10. **Dust Control and Mud on the Street.**
 - 10.1. The Contractor shall make every effort to control dust resulting from the Work. This shall include sweeping and wetting the surface areas when necessary or as directed by the City Project Manager. Mud on the street shall be removed daily.
 - 10.2. Throughout all phases of construction, including suspension of work, and until the final cleanup, the Contractor shall abate mud and dust daily by wet mechanical sweeping, flushing with a fire hose, scraping mud off paved surfaces, removing excess mud from trenches, and replacing with base course, etc. This work shall be continuous if required by the City. Loose rock scattered beyond the trench limits shall be swept, picked up, and removed from the site. The City Engineer reserves the right to direct cleanup operations to begin at any time.
11. **Delivery, Storage and Handling.** The Contractor shall be responsible for all delivery arrangements of all material to the work site.
 - 11.1. Promptly inspect shipments to ensure that products comply with requirements, quantities and quality are correct and products are undamaged.
 - 11.2. Transport and handle products in accordance with the manufacturer's instructions.
 - 11.3. Coordinate delivery, storage and handling requirements with designated City representatives to designated prepared areas to minimize site storage time and potential damage to stored materials.
 - 11.4. Where authorized, utilize City facilities for storage of any tools, materials or equipment required to perform the work as authorized by City representatives.
 - 11.4.1. Storage shall be restricted to materials and equipment related to the Project only.
 - 11.5. Stage the materials, if necessary, only in areas designated by the City representative.

- 11.6. Ensure that the staged items are fully protected and secured.
 - 11.7. Do not stage or store items that are in contradiction with the manufacturer's or legal requirements.
 - 11.8. Any damaged or missing items shall be replaced at the Contractor's sole expense.
 - 11.9. Remove from City facilities all materials, tools and equipment immediately after completion of the Project.
12. **Environmental Requirements.** The Contractor's personnel shall be qualified and trained to accomplish the Work in a professional manner and in compliance with all applicable local, state, and federal requirements, including but not limited to the Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA"), the Colorado Department of Public Health and Environment ("CDPHE"), and any other governing authority in the execution of the work.
- 12.1. Transport, store, apply and dispose of all hazardous materials as required by any federal, state or local law.
 - 12.2. Supply, if necessary, a trash container for non-hazardous materials only.
 - 12.3. Remove from the work site and properly dispose of, on a daily basis, all spent materials, supplies, debris, equipment and the like.
 - 12.4. Do not accumulate waste materials unless the City representative otherwise allows.
13. **Safety.** The Contractor must ensure that all applicable safety standards, or standards identified by the City are enforced at all times.
14. **Contractor's Conduct.** The work is being contracted by the City for the benefits of its citizens. The conduct of the Contractor and its dealings with the public are of importance to the City. The Contractor and its employees, and employees of Contractor's suppliers, agents, and subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct its work in such a manner as to cause the least inconvenience to local residents and the public. The Project Manager may demand dismissal of workmen for, but not limited to, the following:
- 14.1. Being discourteous or disrespectful to local residents or the public.
 - 14.2. Abuse or taunting of pets.
 - 14.3. Disposing of rubbish in locations other than approved receptacles.
 - 14.4. Use of vulgar, abusive, or harassing language or gestures.

- 14.5. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
 - 14.6. Elimination of body waste in locations other than approved sanitation facilities.
 - 14.7. Damage or defacement of private property outside of street easement and not necessary for the completion of the Work.
 - 14.8. Trespassing on private property.
 - 14.9. Use of water from private residences without permission from residents.
15. **Work Hours.**
- 15.1. Work will only be allowed from 7:00 a.m. to 5:00 p.m. Monday through Friday. No work will be allowed on weekends or holidays unless authorized by the City which will require an additional permit. Work hours include setting up and taking down traffic control devices. Variations from this schedule including requests to work at night must be approved in writing by the Project Manager.
 - 15.2. The Contractor is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the City determines that a job site is not being adequately supervised, a deficiency letter will be issued to the Contractor.
16. **Miscellaneous Requirements.**
- 16.1. Before Final Acceptance, the Contractor shall supply the City with as-built drawings. As-built drawings are to be updated daily and reviewed weekly throughout the length of the project, and to be made available to the City upon request. The City shall not approve any pay requests if the as-built drawings are not maintained or are incorrect. Final payment will not be issued until the as-built drawings are accepted by the City.
 - 16.2. All compaction (subgrade) and concrete or material testing is the responsibility of the City. A geotechnical company will be hired to perform testing on subgrade, asphalt, and concrete. The Contractor shall be required to schedule all tests as required directly with the geotechnical company. A minimum of 48 hours' notice is required to schedule testing for the project. Any costs incurred by the City due to lack of proper scheduling or multiple failing tests will be the responsibility of the Contractor and shall be back-charged to the Contractor.
 - 16.3. Compaction testing will be per Broomfield Standards and Specifications. Coordination of the testing will be the Contractor's responsibility. The Contractor will be responsible for the cost of failed tests, retests, and charges due to improper scheduling.

- 16.4. The Contractor shall apply for and obtain an NPDES permit before the start of work.
 - 16.5. The Contractor shall apply for, obtain, and maintain record-keeping for a Stormwater Management Plan (SWMP). A SWMP will be required as the project site is greater than 1 acre.
 - 16.6. The Contractor is responsible for all necessary survey work.
 - 16.7. These streets will be receiving a seal coat in late summer. All of the asphalt patching must be completed using a T-patch. Please note the minimum patch thickness. The final asphalt lift on the trench patch may be delayed; however, the bottom asphalt lift must be completed every Friday with the exception of the first week of work. Service tap and tie-in locations may be temporarily (skim) patched. A cutback is required on all sides and along the service connections.
 - 16.8. The Contractor is responsible for landscape restoration where the project impacts landscaped areas. The Contractor shall take photographs of each property before starting the work so that there is documentation of the condition of the residential properties before commencement of work. A copy of the photographs shall be provided to the City prior to work commencing. Cost of landscape restoration shall be included within the bid prices.
 - 16.9. Except where otherwise specified, the unit or lump sum price for each item of work that involves excavation or trenching shall include all costs for such work. No direct payment shall be unclassified as to materials that may be encountered. In addition, trenches shall be unclassified as to depth.
- 17. Measurement and Payment.**
- 17.1. Estimated Quantities.
 - 17.1.1. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the work, and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work installed. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of work actually performed and materials actually furnished and installed.
 - 17.1.2. Except where otherwise specified, the unit or lump sum price for each item of work that involves excavation or trenching shall include all costs for such work. No direct payment shall be unclassified as to materials

that may be encountered. In addition, trenches shall be unclassified as to depth.

17.2. Waterline 12-inch, 8-inch, and 4-inch C900/C909 Class 200 psi PVC Pipe & 18-inch, 8-inch, 6-inch DIP.

17.2.1. The measurement and payment for pipe will be the actual linear feet of pipe installed, complete in place, and measured in the field.

17.2.2. The price bid shall include: furnishing, transporting, potholing existing utility crossings, and installing all pipe, including joint materials, excavation, disposal of surplus excavated material, backfilling, construction staking, trench dewatering, compaction, and pipe pressure and bacteria testing, providing temporary 2½-inch blowoffs for waterline testing, connection of all service taps, associated pavement removal, rotomilling no more than two streets at one time, pavement replacement within one week of final connection to existing system, care and diversion of drainage courses, granular bedding material, protection of existing utilities, traffic control, removal and replacement of asphalt and concrete pavement and curb and gutter, and repair of ditches as required; and all related materials, work and equipment required to complete and test the pipeline in accordance with the Contract Documents. Payment will be made based on 70 percent for the successful installation of the waterline, including service connections, and 30 percent upon the replacement of the asphalt. Pay Limit for asphalt replacement shall be for the width of trench and asphalt at least 1-inch thicker than the existing, with a minimum of 5 inches of full-depth asphalt. The pipe shall be bedded as required by the City and County of Broomfield Standards and Specifications, current Edition.

17.2.3. C909 pipe will be allowed if it meets the 200 psi class. If C909 is used, all of the service taps must be saddle taps. Any additional costs will be the responsibility of the Contractor. If the C900 pipe is used, the service taps may be direct.

17.3. 12-inch, 8-inch, and 4-inch Gate Valve and Valve Box.

17.3.1. The measurement for payment of the gate valve and valve box shall be based on each unit, which includes the valve and valve box, complete in place, measured in the field.

17.3.2. The price bid shall include: furnishing, transporting, and installing the valve connecting to the pipeline, including flanged joint accessories, excavation and backfill - including compaction as specified; extended operator on valve, and all other related and necessary materials, work,

and equipment required to install the 8-inch gate valve and valve box in accordance with the Contract Documents.

17.4. Service Connections.

17.4.1. Payment shall be based on each service connection transferred from the existing waterline to the new waterline, measured in the field.

17.4.2. The bid shall include locating the service, all excavation and backfill not paid for as the trenching on the main waterline, furnishing, transporting, and installing each complete unit of the service connection, and any other items required for a successful installation. Service connections shall be saddled with a Ford flair by a C-C brass saddle.

17.5. Connection to the Existing System.

17.5.1. Payment shall be based on each connection to the existing system from the new waterline to the existing lateral waterlines, measured in the field.

17.5.2. The bid shall include locating the connection, all excavation and backfill not paid for as the trenching on the main waterline, furnishing, transporting, and installing each complete unit of the system connection, including solid sleeves, couplings, restraints, and any other items required for a successful installation.

17.6. New Fire Hydrant Installation.

17.6.1. Payment shall be based on new fire hydrant systems installed and measured in the field based on each.

17.6.2. The bid price shall include: all excavation and backfill not paid for as trenching on the main waterline, furnishing, transporting, and installing each complete unit of fire hydrant, restraints, 6" gate valve, hydrant valve box, concrete thrust restraint, tracer wire, and locate wire box, and any other items required for a successful installation. Fire Hydrant Assembly shall be a maximum of 5.5 feet deep with one additional extension stem. The extension from the main shall be horizontal a minimum of three (3) feet before entering the ninety (90) degree fitting.

17.6.3. Existing fire hydrants that are to be removed shall remain in place and operational until the new fire hydrants are connected and operational. Removed hydrants accepted by Broomfield utility operations personnel shall remain the property of Broomfield and be delivered to the Norm

Smith Service Center. Rejected hydrants shall be the property of the Contractor and removed from the site.

17.7. Public Coordination Force Account.

17.7.1. Reduction of the Force Account will occur as violations occur. The Contractor shall be awarded the remainder of the Force Account upon completion of the project. If the account is exhausted during the construction progress, the remaining violations will be deducted from the bid schedule where the violation occurred.

17.7.2. Measurement shall be based on each violation occurrence as determined by the City Engineer. No other party shall have the option to determine the basis of a violation. The violations shall be deducted based on the following schedule:

17.7.2.1. Violation 1: Deduct \$100

17.7.2.2. Violation 2: Deduct \$250

17.7.2.3. Violation 3: Deduct \$500

17.7.2.4. Additional Violations: Deduct \$500 per occurrence and stop work without affecting the construction schedule until the problem has been resolved.

17.8. Trench Maintenance.

17.8.1. Payment will be made as a prorated payment of the contract amount bid for trench maintenance and project clean-up, monthly. The percentage paid shall be equal to the percentage of the total pipe installed that month. Payment shall be full compensation for all materials, equipment, labor, etc., required to prevent substantive calls from being registered with the City during the performance of work.

17.8.2. Measurement shall be completed by a minimum of weekly observations by the City Project Manager. The Contractor shall not leave any trench open overnight. Cold mix or base course trench surfacing shall be maintained free of surface ruts until permanently resurfaced. Cold mix, rotomillings, or base course shall be placed during backfill installation and shall remain in place until weather permits the installation of the hot plant asphalt.

17.9. Potholing to identify conflicts.

- 17.9.1. Payment shall be based on each item based on the total number of potholes completed in the field as requested by or directed by the City. The City shall authorize these potholes.
 - 17.9.2. The bid shall include locating the pothole, all excavation and backfill not paid for as the trenching on the main waterline, furnishing, transporting, and performing each complete unit of the pothole and survey of the item potholed, and any other items required for a successful installation.
- 17.10. Select Fill.
- 17.10.1. Payment shall be based on measured in place material installed in the field at the direction of the City.
 - 17.10.2. The bid shall include the cost to transport, install, and compact CDOT Class 6 roadbase. The material shall only be placed as directed by the City when requested by the contractor.
- 17.11. Waterline Design Force Account.
- 17.11.1. Payment shall be based on each bid schedule for complete As-Built construction drawings furnished to the City. Payment is based on the total of hourly rates used as directed by the City Project Manager or requested by the Contractor and approved by the City Project Manager. Initial design shall be paid out of the force account as per the bid schedule.
 - 17.11.2. The bid shall include field locates of utilities before construction, means to communicate installation desires to the City staff, survey tied to the Broomfield GIS coordinates of the installation, locating utility crossings, valve location and depth, fire hydrant location, service connections, and any significant physical features. After installation, the Contractor shall provide to Broomfield daily and at the end of the project redline “as-built” drawings. Digital information shall be provided in accordance with the City and County of Broomfield Standards and Specifications. The City will provide a base digital drawing showing an aerial of the street and profile grid.
- 17.12. Concrete.
- 17.12.1. When concrete pans are damaged during construction, they shall be replaced at a minimum of half the width of the street, estimated as a minimum of twenty (20) feet, and follow Broomfield Standards and Specifications.
 - 17.12.2. Measurement for all curb and gutter sections shall be made along the flowline of the curb section on a lineal foot basis to the nearest foot.

For integral curb, gutter, and sidewalk sections, the pay limits shall be six inches behind the flowline of the curb section.

- 17.12.3. Six-inch thick concrete sidewalks and/or driveways shall be measured on a square foot basis to the nearest square foot. Measurement of driveway replacement sections shall exclude any pay area for contiguous sections of curb and gutter.
- 17.12.4. Where concrete curb and gutter sections are designated for removal, subgrade stabilization of the pavement section shall extend under the curb and gutter section.
- 17.12.5. Measurement and payment for the curb ramps shall include all concrete from the PCR to the PCR, including curbs and gutter, cross pan, and apron.

17.13. Miscellaneous

- 17.13.1. If repair work is required after the asphalt has been placed (i.e., valve box replacement), the new asphalt patch must be infrared at no additional cost to the City.
- 17.13.2. Manhole and valve box lid adjustments shall be incidental to the roadway work unless specifically noted.
- 17.13.3. A MJ cap or plug shall be used to cap or plug existing waterlines
- 17.13.4. Stainless steel/core-blue bolts are required for the waterline fittings.

EXHIBIT B
CONTRACTOR'S RATE SHEET

PROJECT; 2026 Broomfield Waterline Replacement

Bid Date: 2-20-26

Diamond Contracting Corp

Phone: 303-456-7666

<u>ITEM</u>	<u>TOTAL</u>
<u>2.4.1 - Westlake Dr; 134th Ave to 136th Ave</u>	\$582,866.00
<u>2.4.2 - Irving Court; Westlake Dr to End</u>	\$178,906.00
<u>2.4.3 - Hazel Court; Westlake Dr to End</u>	\$146,852.00
<u>2.4.4 - W 120th Ave; Lowell Blvd to Bradburn Ave (Only including 740 LF here wanted to keep CDOT Section Separate)</u>	\$407,451.00
<u>2.4.5 - Perry St; PRV to PRV (Including 2600 LF from 2.4.4 on Perry & 121st Ave)</u>	\$971,584.00
<u>2.4.6 Industrial Lane; Pedestrian Underpass to FRICO Ditch</u>	\$656,039.00
<u>2.4.7 - Miramonte Condominiums; will include moving watermeters outside house</u>	\$1,271,841.00
<u>Potholes, Trench Maintenance, Mobilization, Structural Fill As Needed - All Locations</u>	\$185,384.00
	Project Total
	\$4,400,923.00

A more detail bid schedule will be provided upon request if needed based upon potential award or after being awarded project. All quantities are based off field investigations and knowledge from past projects performed with the City & County of Broomfield.

EXHIBIT C
GENERAL CONDITIONS

The [General Conditions](#) attached hereto are incorporated by this reference.

EXHIBIT D
INSURANCE REQUIREMENTS

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

General Requirements (Version dated December 2024)

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

Insurance Requirements

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

Commercial General Liability

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

Minimum limits:

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

Automobile Liability

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

Minimum limits:

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

Workers' Compensation

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

Employer's Liability with minimum limits:

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

Professional Liability

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

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

Minimum Limits:

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

Deviations

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

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










Construction Agreement - Annual Waterline Replacement Projects 2026- Diamond Contracting

Final Audit Report

2026-03-04

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