
Tuesday, September 9, 2025, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

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1. Meeting Commencement

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

2. Petitions and Communications

- 2.A. 2025R and 2026 Proposed Budget Update
- 2.B. Broomfield Days Presentation
- 2.C. Adams 12 Five Star Schools Ballot Initiative Update

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

- 6.A. Minutes for Approval
- 6.B. Industrial Lane Phase II Construction Management Agreement
 - Resolution No. 2025-130 authorizing a construction management agreement with Martin/Martin, Inc. to support the Industrial Lane Bikeway Phase 2 Improvements.
- 6.C. Private Activity Bond (PAB) Request to Carry Forward
 - Resolution 2025-117 requesting approval to carry forward Broomfield's 2025 Private Activity Bond (PAB).

7. Action Items

- 7.A. Public Hearing - Ordinance Approving an Incentive Agreement with Raven Space Systems, Inc.
 - Second Reading
 - Ordinance No 2274 approving an Investment Agreement with Raven Space Systems, Inc.
- 7.B. Public Hearing - Ordinance Transferring Licensing Responsibilities for All Trash Hauler Licenses from the City Council to the Clerk's Office - Second Reading
 - Ordinance No. 2272 transferring trash hauler licensing to the City and County Clerk's Office
- 7.C. Public Hearing - The Trails at Westlake Development Proposal
 - Resolution No. 2025-113 approving the Trails at Westlake Filing No. 6 Planned Unit Development Plan, Final Plat, Site Development Plan and Rezoning and Westlake Farms Filing No. 1 Replat B Planned Unit Development Plan Amendment, Final Plan and Site Development Plan

7.D. Public Hearing - Accessory Dwelling Units Code Update - Second Reading
— Ordinance No. 2265 amending the Broomfield Municipal Code, Title 17, to revise the regulations for Accessory Dwelling Units

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: September 3, 2025



B. Broomfield Days Presentation

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Petitions and Communications Item: 2B.
Presented By	
Jenny B. Morgan	
Community Goals	

Overview

[View Correspondence](#)

The Broomfield Days festivities will begin on Friday September 19th with the Broomfield Days Senior Resources of Broomfield (SRB) Golf Tournament at Eagle Trace Golf Club. That night there will be Bingo In the Park, hosted by the Broomfield Crossing Rotary Club, at 7 pm. Saturday September 20th is when the main event occurs at Midway Park, beginning at 7 am. The event includes the Pancake Breakfast hosted by the Broomfield Crossing Rotary Club, the Mayor's Cup 5K and Fun Run, Broomfield Days Community Parade, food trucks, beer gardens hosted by the Broomfield Chamber of Commerce, family friendly activities, three stages of performances, Bow Wow Broomfield featuring the Rocky Mountain Dock Dogs competition, the SRB Car Show, and close to 300 vendors booths. The event finishes up Saturday night with more Bingo In the Park at the Girl Scout Shelter.

Attachments

[Memo for Broomfield Days 2025.pdf](#)

[Memo for Broomfield Days 2025](#)

Summary

[View Correspondence](#)

The 2025 Broomfield Days community event will be held on Friday, September 19, and Saturday 20, 2025, at Midway Park.

The festival kicks off on Friday, September 19, with the Senior Resources of Broomfield (SRB) Broomfield Days Golf Tournament at Eagle Trace Golf Course at 8 a.m. Senior Resources of Broomfield is a nonprofit organization dedicated to addressing the evolving needs of Broomfield’s older adults. Registered participants of the SRB Broomfield Days Golf Tournament will contribute directly to the SRB Meals on Wheels initiative, “ensuring that vulnerable members of our community receive hot, nutritious meals, and vital social interaction.”

On Friday, September 19, the bingo games hosted by the Rotary Club of Broomfield Crossing will begin at 7 p.m. at the Girl Scout Shelter at Midway Park.

Saturday begins with the ever-popular Pancake Breakfast hosted by the Rotary Club of Broomfield Crossing from 7 to 10 a.m. at the Girl Scout Shelter. The cost for breakfast is \$12 for those 13 years and older, \$6 for those 6 to 12 years old, and those 5 and under are free.

Broomfield Days is packed with activities for the whole family including the Mayor’s Cup 5K Race and 1-mile Fun Run, Broomfield Optimist Clown Contest, Broomfield Days Community Parade, Broomfield Chamber of Commerce Trade Fair, arts and crafts festival, food booths, three stages of entertainment and demonstrations, Bow Wow Broomfield featuring the Rocky Mountain Dock Dogs competition, and great community spirit.

The Grand Marshall for the Broomfield Days Parade will be Mike Lutz.

Publicity for Broomfield Days is managed by the Community Engagement team.

Financial Considerations

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

Sources and Uses of Funds	Amount
04-66440 2025 Operating Budget (Special Events) Project Code: BFDAYS	\$43,650
Contractual Services	
	-\$38,650
Supplies Operating - Consumables	
	-\$5,000
Projected Balance	\$0

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



City and County of Broomfield

City Council Regular Meeting

A. Minutes for Approval

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Consent Items Item: 6A.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Presentation](#)

Approval of Minutes for Regular Council Meeting of August 26, 2025.

Attachments

[Minutes of August 26, 2025.pdf](#)

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

August 26, 2025, 6:02 PM - August 26, 2025, 9:15 PM

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

- **Guyleen Castriotta**, Mayor
- **James Marsh-Holschen**, Ward 1 (Remote)
- **Kenny Van Nguyen**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Deven Shaff**, Mayor Pro Tem, Ward 3
- **Laurie Anderson**, Ward 4
- **Bruce Leslie**, Ward 4
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

Not Present:

- **Jean Lim**, Ward 3

Also Present:

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

The Mayor called a recess at 8:07 p.m. The meeting reconvened at 8:19 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 September 2025 as National Suicide Prevention Month- 6:04 PM

2.B. Proclamation Declaring September 2025 as Workforce Development Month- 6:17 PM

2.C. Proclamation Declaring September 2025 as Caseworker Appreciation Week- 6:28 PM

3. Councilmember Reports

4. Public Comment

5. Reports

5.A. Semi-Annual Performance and Internal Audit Update- 6:47 PM

5.B. Broomfield Housing Programs Update- 6:54 PM

5.C. Broomfield Housing Alliance Annual Update 2025- 8:19 PM

6. Consent Items

Councilmember Nguyen moved to approve the Consent Items 6A-6D. The motion, seconded by Councilmember Ward, passed 9-0.

Item 6E Proposed Resolution No. 2025-117 Authorizing Assignment of the City and County of Broomfield's Private Activity Bond Allocation for 2025 to the Colorado Housing and Finance Authority removed from the Consent Agenda.

6.A. Minutes for Approval- 8:45 PM

6.B. Proposed Resolution to Approve Intergovernmental Agreement for Coordinated Election- 8:45 PM

6.C. Redpoint Ridge Park Renovation Construction Agreement- 8:45 PM

6.D. Ordinance Approving an Investment Agreement with Raven Space Systems, Inc. - First Reading- 8:45 PM

7. Action Items

7.A. Comprehensive Plan Contract Phase 2 Project Launch Contract Approval- 8:45 PM

Councilmember Henkel recused herself from the discussion and voting regarding the Comprehensive Plan Contract Phase 2.

Mayor Pro Tem Shaff moved to approve Resolution 2025-112 approving the Consulting Agreement with Olsson, Inc. for Consulting Services for Phase 2 Comprehensive Plan and

Transportation Mobility Plan Major Update. The motion, seconded by Councilmember Leslie, passed 8-0.

7.B. Resolution on Participation in the Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment - 8:48 PM

Councilmember Leslie moved to approve Resolution 2025-114 approving Broomfield's participation in the Denver Regional Council of Governments (DRCOG)-led Regional Housing Needs Assessment. The motion, seconded by Councilmember Henkel, passed 9-0.

7.C. Public Hearing Ordinance Approving Civil Enforcement in Municipal Court -Second Reading- 8:51 PM

Public Hearing was opened at 8:51 PM and closed at 9:11 PM

Councilmember Ward moved to approve Ordinance No. 2271 approving Civil Enforcement in Municipal Court. The motion, seconded by Councilmember Henkel, passed 9-0.

7.D. Ordinance Transferring Licensing Responsibilities for All Trash Hauler Licenses from the City Council to the Clerk's Office - First Reading- 9:12 PM

Mayor Pro Tem Shaff moved to approve Ordinance No. 2272 transferring trash hauler licensing to the City and County Clerk’s Office. The motion seconded by Councilmember Nguyen, passed 9-0.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



B. Industrial Lane Phase II Construction Management Agreement

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Mobility	

Overview

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Proposed Resolution No. 2025-130 authorizing a construction management agreement with Martin/Martin, Inc. to support the Industrial Lane Bikeway Phase 2 Improvements.

Attachments

[Memo for Indy Lane Phase 2 Construction Management.pdf](#)

[Resolution 2025-130.pdf](#)

[Consulting Agreement for Industrial Lane Bikeway Phase 2.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-130 will authorize a construction management agreement with Martin/Martin, Inc. for the Industrial Lane Bikeway Phase 2 Improvements project for an amount not to exceed \$213,611. This agreement includes construction management, inspection, and material testing services necessary for federal grant reimbursement.

Industrial Lane was originally identified in the 2019 Pedestrian and Bicycle Assessment as a key multimodal corridor needing improvements. The goals of the project include enhancing safety for bicyclists and pedestrians along the corridor and improving connectivity to the US 36 Bikeway and Regional Transportation District (RTD) Park-n-Ride facilities. The project was recommended by the Broomfield Transportation Forum and was subsequently awarded federal funding as part of the 2020-2023 Transportation Improvement Program (TIP) adopted by the Denver Regional Council of Governments (DRCOG). The overall project budget is \$4,600,500, of which \$2,800,000 (approximately 60.8%) is federally funded.

The Industrial Lane Bikeway project is adding a 12-foot multi-use trail along Industrial Lane, in two phases. Phase 1 was constructed in 2023. Phase 2 of the project will construct the portion of the bikeway between Shep's Crossing Pedestrian Bridge and the Regional Transportation District (RTD) Parking Lot at Midway Boulevard. Here is a [vicinity map](#) showing the limits of Phase 2. On August 12, 2025, Council approved a construction agreement with HCG Construction and an amendment to the design agreement with Stanley Consultants, Inc. for the project. The August 12th council report anticipated and included information about this proposed construction management agreement.

Construction management services by a consultant are necessary for federally funded projects due to the additional documentation required to ensure compliance with Colorado Department of Transportation (CDOT) and Federal Highway Administration (FHWA) regulations. The construction management team will perform a variety of tasks, including but not limited to daily observation of construction activities, material testing and field inspections, and maintaining project documentation necessary for grant reimbursement. A Request for Proposals (RFP) to provide construction management services was advertised in May 2025, and eight (8) proposals were received by the deadline in July 2025. Proposals were evaluated by an evaluation committee, comprised of three Community Development Department staff members. Martin/Martin, Inc.'s proposal was determined to be the most advantageous to the City based on the evaluation criteria outlined in the RFP. Martin/Martin demonstrated a thorough understanding of the scope of work and recently completed several comparable projects with Colorado Department of Transportation (CDOT) Local Agency oversight.

Project improvements include concrete sidewalk and accessible curb ramps, retaining walls, storm drainage improvements, signage and striping, and landscaping at the intersection of Midway Boulevard and E. Flatiron Crossing Drive.

If proposed Resolution No. 2025-130 is approved, construction is anticipated to begin in Fall 2025 and is expected to take six to nine months to complete.

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
Industrial Lane Bike Lane & Sidewalk, Phase 2 - TIP Grant Funds for Design (80%) (21P0037; 20-70070-55200)	\$614,000
Industrial Lane Bike Lane & Sidewalk, Phase 2 - CIP Funds for Design (Local Match) (20%) (21P0037; 20-70070-55200)	\$153,500
Industrial Lane Bike Lane & Sidewalk, Phase 2 - TIP Grant Funds for Construction (80%) (21P0037; 20-70070-55200)	\$2,186,000
Industrial Lane Bike Lane & Sidewalk, Phase 2 - CIP Funds for Construction (Local Match) (21P0037; 20-70070-55200)	\$546,500
Industrial Lane Bike Lane & Sidewalk, Phase 2 - CIP Funds for Construction (Overmatch) (21P0037) (20-70070-55200)	\$1,100,500
Total Budget	\$4,600,500
Consulting Agreement, incl. Amendments (Stanley Consultants, Inc.)	-\$768,671
Construction Agreement (HCG Construction)	-\$2,319,118
Construction Contingency (10%)	-\$231,912
Proposed Construction Management Agreement (Martin/Martin, Inc.)	-\$213,611
Construction Management Contingency (10%)	-\$21,361
Right of Way Acquisition and Ancillary Construction Items	-\$90,000
Total Use of Funds	-\$3,644,673
Projected Balance	\$955,827

Prior Council or Other Entity Actions

On March 9, 2021, Council approved Resolution No. [2021-36](#), authorizing and approving an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) regarding funding contributions.

On August 24, 2021, Council approved Resolution No. [2021-139](#) for an agreement between the City and County of Broomfield and Stanley Consultants Inc. for the design of Industrial Lane Bikeway Phase 2.

On August 23, 2022, Council approved Resolution No. [2022-100](#), authorizing and approving the First Amendment of the IGA with Colorado Department of Transportation (CDOT) regarding additional funding contributions.

On December 1, 2023, the City Manager approved the First Amendment to the Agreement with Stanley Consultants, Inc. Council previously authorized design contingency funds with Resolution [2021-139](#).

On March 12, 2024, Council approved Resolution No. [2024-29](#) for the Second Amendment to the agreement with Stanley Consultants, Inc.

On March 11, 2025, Council authorized additional funding in the [2025 Budget](#) Amendment #1.

On August 12, 2025, Council approved Resolutions No. [2025-121](#) and [2025-122](#), authorizing and approving the Third Amendment to the agreement with Stanley Consultants, Inc., and a construction agreement with HCG Construction.

Boards and Commissions Prior Actions and Recommendations

[March 22, 2019](#) - Broomfield Transportation Forum recommended approval of the application to the 2020-2023 DRCOG Transportation Improvement Program Call for Industrial Lane Bikeway Phase 2.

Proposed Actions / Recommendations

If Council desires to proceed with the project, the appropriate motion is...
That Resolution No. 2025-130 be adopted.

Alternatives

Decide not to proceed with the construction management agreement, which could jeopardize reimbursement of the grant funding.

RESOLUTION NO. 2025-130

A resolution authorizing a Consulting Agreement with Martin/Martin, Inc. for construction management services for the Industrial Lane Bikeway Phase 2 Project.

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

Section 1.

The consulting agreement between the City and County of Broomfield and Martin/Martin, Inc., for construction management services for the Industrial Lane Bikeway Phase 2 Improvements Project, in an amount not to exceed \$213,611 is hereby approved.

Section 2.

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

Section 3.

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

Section 4.

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

Approved on September 9, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND MARTIN/MARTIN, INC.
FOR CONSTRUCTION MANAGEMENT SERVICES FOR INDUSTRIAL LANE BIKEWAY PHASE 2
IMPROVEMENTS

1. **PARTIES.** The parties to this Consulting Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Martin/Martin, Inc., a Colorado corporation (the “Consultant”), collectively, the “Parties,” or individually, a “Party.”
2. **RECITALS.** The recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.
 - 2.1. The City, seeking construction management services for the Industrial Lane Bikeway Phase 2 Improvement Project (the “Project”), completed a competitive selection process by Request for Proposals #25-RFP-CD-006.
 - 2.2. The City has received federal funding to offset some of the costs of this Project. The construction portion of the Project will be funded with federal funding from the Carbon Reduction Program and the Surface Transportation Block Grant funded by the Federal Highway Administration, through CDOT and DRCOG; however, no federal funds will be used to pay for the services provided under this Agreement, the federal funds will be spent on the actual construction of the Project.
 - 2.3. The Consultant provides professional services and is qualified to perform services required by the City for the Project.
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. **Obligations of the Consultant.**
 - 3.1.1. *General.* The Consultant shall consult with, advise, and represent the City as the City requires during the term of this Agreement. The Consultant shall act at the direction of the City employee assigned by the City to the Project as Project Manager. The Consultant shall communicate with the City about the Project only through the Project Manager.
 - 3.1.2. *Basic Services.* The Consultant shall perform the Basic Services described in Exhibit A attached hereto and incorporated by this reference and elsewhere in this Agreement.
 - 3.1.3. *Extra Services.* Upon the express, written approval of the City, the Consultant shall perform Extra Services. The Consultant shall charge the City for such Extra Services, if any, in accordance with such terms as the City may agree to in writing.
 - 3.1.4. *Authorization to Proceed.* No work on the Project shall be performed by the Consultant until written Authorization to Proceed has been issued by the City. If the Consultant proceeds with any work prior to receipt of

said Authorization, the City is not responsible for payment for such work.

- 3.1.5. *Completion Date.* The Consultant shall complete the services of this Agreement within approximately 175 days following the date of the Authorization to Proceed, or such time as the construction work for the Project is complete and all documentation has been filed and completed with the Colorado Department of Transportation for the Project.

3.2. Obligations of the City.

- 3.2.1. *General.* The City shall direct the work and coordinate reviews, approvals, and authorizations of all stages of work. All approvals and authorizations shall be in writing.
- 3.2.2. *Changes in Work.* Any changes with regard to the Consultant's cost, time requirements of performance, or scope of the work must be in writing and approved by the Parties hereto prior to any work or services being performed in contemplation of said change.
- 3.2.3. *Materials and Services to be Furnished by the City.* The City agrees to furnish the Consultant any material in the possession of the City to the extent that such material, in the opinion of the Project Manager, is readily available and will assist the Consultant in performing the work. The Consultant agrees to request such material in advance so as not to jeopardize the work schedule or meeting arrangements. The City shall not unreasonably withhold such material.

3.3. Commencement and Completion.

- 3.3.1. The Consultant shall commence work on the first working day following receipt of a written Authorization to Proceed issued by the City, or such later date as indicated in the Authorization to Proceed.

3.4. Payments to Consultant.

- 3.4.1. *Aggregate Limit.* Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will not exceed \$213,611.00, including reimbursables. The Consultant will complete the Work for the amount shown.
- 3.4.2. *Billing.* The Consultant shall bill the City monthly for work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City.
- 3.4.3. *Payment by City.* The City will pay each bill in full within 30 days of receipt of payment request and supporting documentation. Consultant shall furnish such additional documentation as the City shall reasonably require. Incorrect payments to the Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Agreement or other contracts between the City and the Consultant.

- 3.4.4. *Inspection of Records.* The Consultant will permit the authorized agents and employees of the City at reasonable hours, to inspect, review, and audit all records of the Consultant related to this project and the work to be performed hereunder.
- 3.5. Termination.
- 3.5.1. *For Cause.* This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least five (5) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach.
- 3.5.2. *Without Cause.* In addition to the foregoing, this Agreement may be terminated by the City, in whole or in part, for its convenience and without cause of any nature by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further services for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Consultant for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
- 3.5.3. *Upon Termination.* In the event of such termination, the Consultant will be paid for all services rendered to the date of termination, and upon such payment, all obligations of the City to Consultant under this Agreement will cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 3.5.4. *Dispute Resolution.* A Party seeking to terminate for cause must notify the other Party of its intent and provide written notice specifying the facts supporting any alleged material breach. Within fourteen (14) days after receipt of such notice, the Parties shall meet to resolve the matters described in the written notice. If either Party believes that mediation would assist in resolving the matters described in the written notice, the Parties shall participate in mediation with a mutually acceptable mediator, to be conducted no later than sixty (60) days after receipt of the written notice of intent to terminate for cause. Mediation shall take place in Broomfield, Colorado and the Parties agree to split the costs of mediation.
- 3.6. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultant hereunder. Such suspension may be accomplished by giving the Consultant

written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep his total charges to the City for services under the Agreement to the minimum.

- 3.7. Laws to be Observed. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
- 3.8. Permits and Licenses. The Consultant shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of its services.
- 3.9. Patented Devices, Materials, and Processes. The Consultant shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark, or copyright and shall indemnify the City for any costs, attorney's fees, expenses and damages which it might be obligated to pay by reason of infringement, at any time during the prosecution or after completion of the work.

4. INSURANCE AND INDEMNIFICATION.

4.1. Standard of Care.

- 4.1.1. *Professional Liability*. The Consultant shall exercise in its performance of the Basic Services and Extra Services, if any, the standard of care normally exercised by locally recognized consulting organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.
- 4.1.2. *Indemnification*. The Consultant shall indemnify, defend and hold harmless the City and the Colorado Department of Transportation and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the performance of the Basic Services or Extra Services, provided that any such claim, damage, loss or expense is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph 4.1.2.

4.2. Insurance.

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

5. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) the City requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. The City must approve a substitute Consultant Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

- 5.1. The City designates Micah Zogorski as the authorized representative of the City under this Agreement. Email address is mzogorski@broomfield.org.
- 5.2. The Consultant designates Brian Techau as the authorized representative of the Consultant under this Agreement. Email address is BTechau@martinmartin.com.

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

6. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.

7. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Consultant shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Consultant under this Agreement. The Consultant shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Consultant without the express written consent of the City.
8. 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, except for the Colorado Department of Transportation.
9. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Consultant. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Consultant. The City's fiscal year is currently the calendar year.
10. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
11. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced Agreement documents or exhibits the former shall supersede.
12. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
13. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.
14. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

15. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
16. DOCUMENTS.
 - 16.1. All drawings, 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.
 - 16.2. The City uses Google Workspace (formerly G-Suite), including Google Docs, Sheets and Slides as its management system for City documents and collaboration. The Contractor shall produce all word processed documents, spreadsheets, and slide decks developed for the City under this Agreement using Google Workspace formats, unless otherwise indicated in this Agreement or expressly authorized in writing by the City Representative. No funding or extension on deadlines shall be provided to the Contractor to convert documentation from Microsoft or other format files into Google Workspace formats (i.e. Google Docs and Sheets) or back to the initial format, unless expressly authorized in writing by the City Representative.
17. RECORDS RETENTION. The Consultant shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Consultant for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
18. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.
19. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.
20. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
21. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

22. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
23. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
24. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
25. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
27. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
28. LAWS TO BE OBSERVED. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
29. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such

updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.

30. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

This Agreement is executed by the Parties hereto in their respective names as of _____, 2025.

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

Mayor

Attest:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

CONSULTANT:

Martin/Martin, Inc.

Bill Willis

By: Bill Willis (Aug 14, 2025 14:58:19 MDT)

Name: Bill Willis, Principal Engineer
Address: 12499 West Colfax Avenue,
Lakewood, CO 80215

**EXHIBIT A
SCOPE OF WORK**

1. Scope of Work. The Consultant shall provide professional services in construction management, including, but not limited to, facilitating the work of the City's construction contractor ("Construction Contractor") and communication with the design engineers ("Engineers") for concrete trail and storm sewer construction relating to the Industrial Lane Bikeway Phase 2 Improvement Project (the "Project") as more particularly described herein. The construction of this Project is administered as a CDOT Local Agency Project and the Consultant shall comply with all CDOT Local Agency Project requirements and the Consultant shall complete all required paperwork.
 - 1.1. The Consultant will serve as the City's representative and will be responsible for coordination with the Construction Contractor, Colorado Department of Transportation ("CDOT"), affected utilities and affected businesses for this Project.
 - 1.2. The Consultant is expected to work independently and be knowledgeable in preparing and collecting documentation to assist the City with CDOT reimbursement requirements, other required documentation submittals and any audits. The City will not expect the Consultant to process and submit invoices to CDOT for reimbursement.
 - 1.2.1. The Consultant will be responsible for completing and submitting all required CDOT forms, to ensure compliance with all of the documentation requirements as specified by CDOT.
 - 1.2.2. The Consultant shall provide materials testing services per any CDOT requirements.
 - 1.3. The construction contractor's work hours are Monday through Friday from 7:00 AM to 7:00 PM. Saturday work is allowed with an approved Saturday work request.
2. Meetings and Communication. The Consultant shall conduct a pre-construction meeting, weekly progress meetings, prepare agenda and minutes and reports, and the following items:
 - 2.1. Provide bi-weekly progress reports to the City on the status of the Project, indicating major work activities, provide a status update for any requests for information (RFIs), submittals, change orders and any other information that may be required by CDOT or the City.

- 2.2. Coordinate as needed with City staff, the Construction Contractor, subcontractors, regulatory agencies, utility companies, CDOT, and other identified project stakeholders.
- 2.3. Advise the City of all complaints and inquiries from property owners, citizens, officials, or others. Assist in the investigation and answering of such complaints and inquiries. Maintain a log showing the disposition of each complaint and inquiry.
3. Maintaining Documentation. The Consultant shall maintain Project documentation and files per state, federal and requirement as listed in the [CDOT Local Agency Desk Reference](#).
 - 3.1. The Consultant shall document issues, findings, changes, and help develop solutions.
 - 3.2. The Consultant will complete verification and documentation of the Construction Contractor fulfillment of the required construction including Disadvantaged Business Goals (DBE), On the Job Training Goals (OJT) and Davis-Bacon Act documentation.
4. Oversight and Monitoring. The Consultant shall provide oversight, monitoring and ensure the following is completed:
 - 4.1. Ensure the Construction Contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory or resource agency permits, orders as provided by the contract, plan documents, and any method of handling traffic plans.
 - 4.2. Review and approve the Construction Contractor's safety program per federal and state requirements.
 - 4.3. Collect documentation as required, coordinate and assist the City with reviewing submittals, shop drawings and CDOT invoicing as needed.
 - 4.4. Review Construction Contractor payment requests for accuracy and recommend either approval or propose changes.
 - 4.5. Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the Construction Contractor.
 - 4.6. Review and coordinate with the Engineer to respond to all RFIs.
 - 4.7. Review the Contractor's as-built redlined drawings. These will be provided to the Engineer at the end of the project for the development of as-built plans.

5. Testing/Inspections Oversight.
 - 5.1. Provide the necessary personnel and equipment to facilitate the performance of testing and inspection services, including any testing as requested by CDOT or the City.
 - 5.2. Monitor inspection documentation and testing results, as well as enforce corrections.
6. Labor Compliance.
 - 6.1. Perform labor compliance in accordance with [CDOT Local Agency Desk Reference](#), including compliance with Davis-Bacon Act and other federal requirements as applicable.
7. Completion and Closeout. At the completion of the construction, the Consultant shall ensure the following:
 - 7.1. Coordinate a final walk-through with the City and all affected stakeholders, prepare a punch list, certify completion of the Project, and recommend acceptance.
 - 7.1.1. Prepare all final reports, including report of completion for acceptance of the Project.
 - 7.2. Coordinate and provide Engineer's approved As-Builts to incorporate into record drawings.
 - 7.3. Finalize construction contract bid items, claims, change orders and punch list items. Reconcile all accounting.
 - 7.4. Finalize and deliver all construction files to the City. All files shall be digitized and provided both in electronic and hardcopy format.
 - 7.5. Complete documentation as required by CDOT and the CDOT Local Agency Desk Reference ("LADR"). Work with the City to ensure all documents are properly collected and submitted.
 - 7.6. Assist with any audit of the Project.
8. Material Testing
 - 8.1. Perform all material testing in conformance with all CDOT requirements and those of the LADR.
 - 8.2. Review and approve mix designs in accordance with CDOT guidelines, the most up to date [Project Plans](#), and the [Project Specifications](#).

- 8.3. Provide all testing and ensure compliance for any incorporated materials as required by the latest version of CDOT's Field Material Manual ("FMM"), included as [CDOT Field Materials Manual](#).
- 8.4. Provide the City with a schedule of materials to be tested and estimate the dates when these services will be necessary. Take samples and perform field and source-controlled tests of construction materials for quality assurance in accordance with the FMM.
9. Construction Inspection. The Consultant must provide an experienced construction inspector who is currently CDOT certified to perform required quality assurance tests ("Construction Inspector"). The Construction Inspector's tasks will include:
 - 9.1. Complete and maintain accurate daily records including photographs, any required forms to describe work accomplished, weather conditions, number and type of personnel, quantities of materials, quantities of bid item work completed, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, any unusual occurrences, and any delays including reason and length of time.
 - 9.2. Inspect the Construction Contractor's quality and quantity of work completed in accordance with the Project plans and specifications and plans.
 - 9.3. Ensure that materials delivered onsite and incorporated into the work are acceptable and of good quality.
 - 9.4. Obtain Certificates of Compliance or complete field releases of material, where appropriate.
 - 9.5. Monitor Construction Contractor's operations including safety and traffic control.
 - 9.6. In coordination with the City, resolve conflicts between the Project Plans, Project Specifications, and actual site conditions. Recommend engineering changes in the design of the Project plans and specifications which are then referred to the City for approval and change order if necessary.
 - 9.7. Assist in tracking approved changes for as-built records.
 - 9.8. Attend all Project meetings such as preconstruction, field, and progress meetings.
 - 9.9. Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, and any other necessary documentation.

- 9.9.1. Prepare monthly quantity estimates for use in progress payments.
- 9.10. Verify concrete and asphalt mix designs and collect weight tickets.
- 9.11. Each working day, meet with the Construction Contractor to review proposed work plans, including specific details that may affect progress.
- 9.12. Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
- 9.13. Perform Stormwater Management Plan compliance inspections and related duties with the Construction Contractor. Document and take appropriate action to correct any best management practices deficiencies.
- 9.14. Conduct federally required contractor employee interviews.
- 9.15. Document and ensure that the required posters and wage rates are displayed at the job site.

**EXHIBIT B
CONSULTANT'S RATE SHEET**

MARTIN/MARTIN COST PROPOSAL

Please see Martin/Martin's cost breakdown in the chart below for a total cost of **\$213,611**.

Est. Hours by Task					
	\$ 270	\$ 235	\$ 175	\$ 180	
Hours (170 Calendar Day Construction Schedule)					
Scope of Work	Principal	PM	PE	Sr. CSR	Total Man-Hours
Owner's Representation Tasks	(Willis)	(Techau)	(Kennedy)	(Valdez)	Total Man-Hours
Construction Administration/Management	12	48	48		108
Bi-Weekly Coordination Meetings		12	18	12	42
Submittals: Tracking and Review		6	12		18
Requests for Information: Tracking and Review		10	10		20
Daily Field Observations & Reports		12	24	510	546
Contractor Pay Requests		3	18	6	27
Change Order Management		8	8		16
Labor Compliance (LCPTacker & B2GNow)		6	24	6	36
Material Documentation		12	48	24	84
Project Closeout		10	32	10	52
Total Hours	12	127	242	568	949
Total Cost Per Role	\$ 3,240.00	\$ 29,845.00	\$ 42,350.00	\$ 102,240.00	
Labor Total	\$ 177,675.00				
Materials Testing (Yeh & Associates)	\$ 35,936.00				
Estimated Expenses	\$ 2,500.00				
Total Cost	\$ 213,611.00				
	*See Material Testing Cost Breakdown in Yeh's proposed fees				

YEH COST PROPOSAL (INCLUDED IN TOTAL FEE)

PROJECT COST WORKSHEET										
FIRM NAME: Yeh and Associates, Inc.		PREPARED BY: Dean Semus			DATE: June 12, 2025					
PROPOSAL NUMBER: 225-252		PROJECT NAME: City and County of Broomfield Bikeway - Phase 2				CONTRACT/TASK ORDER NUMBER:				
WORK ACTIVITY	Principal	Senior Project Manager	Construction Manager	Laboratory Supervisor	Construction Observer I	Technician III	Technician II	Technician I	TOTAL HOURS	TOTAL COST
1.0 Project Management										
1.1 Contract Administration, Meetings, Report Review		2	30	10					42	
1.2 Prepare and submit invoices for payment			10						10	
SUBTOTALS	0	2	40	10	0	0	0	0	52	\$10,210.00
2.0 Construction Management										
2.1 Concrete Field Properties Testing						80		10	90	
2.2 Soil Sampling & Compaction						40		10	50	
2.3 Asphalt Sampling & Compaction						10			10	
									0	
									0	
									0	
SUBTOTALS	0	0	0	0	0	130	0	20	150	\$19,000.00
SUBTOTALS - HOURS	0	2	40	10	0	130	0	20	202	
SALARY RATE, \$ PER HOUR	\$240.00	\$230.00	\$205.00	\$155.00	\$135.00	\$130.00	\$115.00	\$105.00		
SUBTOTALS - LABOR COSTS, \$	\$ -	\$ 460.00	\$ 8,200.00	\$ 1,550.00	\$ -	\$ 16,900.00	\$ -	\$ 2,300.00		\$ 29,410.00
TOTAL LABOR COST, \$		\$29,410.00								

TRAVEL & PER DIEM COST	Estimated Units	Unit Rate	Units	Miles/Trip		TOTAL COST
Vehicle Mileage	1,800	\$ 0.67	mile	Trips	Miles/Trip	\$ 1,206.00
Lodging			right	80	30	\$ -
Per Diem			day	Logging and per diem based on 2023 GSA Rates for Colorado		\$ -
Core Machine Rental			each			\$ -
TOTAL TRAVEL AND PER DIEM COST, \$		\$1,206.00				

LABORATORY & FIELD TEST COST	Estimated Units	Unit Rate	Units	TOTAL COST
Classification	4	\$ 200.00	each	\$ 800.00
R-Value	1	\$ 400.00	each	\$ 400.00
Standard Proctor	3	\$ 230.00	each	\$ 690.00
Modified Proctor	1	\$ 260.00	each	\$ 260.00
Sulfates	4	\$ 50.00	each	\$ 200.00
Chlorides	4	\$ 50.00	each	\$ 200.00
Resistivity	4	\$ 80.00	each	\$ 320.00
pH	4	\$ 50.00	each	\$ 200.00
Compressive Strength of Cylindrical Concrete Specimens (4" x 8")	75	\$ 30.00	each (2) 7-day, (3) 28-day	\$ 2,250.00
Bulk specific gravity (AASHTO T166)		\$ 80.00	each	\$ -
Marshall Stability & Flow (ASTM 6927)		\$ 175.00	each	\$ -
Maximum specific gravity (Rice) (CP 51, AASHTO T209)		\$ 120.00	each	\$ -
TOTAL LABORATORY & FIELD TEST COST, \$		\$5,320.00		

TOTAL PROJECT COST, \$	\$35,936.00
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MARTIN/MARTIN 2025 HOURLY RATE SCHEDULE

PERSONNEL SERVICES

STRUCTURAL AND CIVIL DEPARTMENTS

Title	Rate
Principal	\$270.00
Associate	\$235.00
Senior Project Manager	\$220.00
Senior Building Envelope Specialist.....	\$220.00
Senior Project Engineer	\$205.00
Project Engineer.....	\$175.00
Project Manager	\$175.00
Building Envelope Specialist	\$175.00
Professional Engineer	\$155.00
Building Envelope Consultant.....	\$155.00
Engineer EIT II	\$140.00
Engineer EIT I	\$130.00
Engineering Intern	\$115.00
Senior Designer.....	\$170.00
Designer	\$150.00
Technician III	\$130.00
Technician II	\$120.00
Technician I	\$110.00
Senior Construction Services Rep.....	\$180.00
Survey Manager.....	\$240.00
Professional Land Surveyor.....	\$160.00
Survey Crew (two-man)	\$255.00
Survey Crew (one-man)	\$175.00
Survey Technician II.....	\$125.00
Survey Technician I.....	\$115.00
Project Coordinator	\$100.00
Administrative Assistant	\$95.00
Intern.....	\$85.00

TRAVEL AND TRANSPORTATION EXPENSES

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin.
2. Seventy cents (\$0.70) per mile for use of vehicles.

OUTSIDE SERVICES

Invoice cost of services and expenses charged to Martin/Martin by outside consultants, professional, or technical firms engaged in connection with the order/project at a multiple of 1.1 times cost to Martin/Martin.

PLOTTING/PRINTING COSTS

- Photo copies at \$0.04/sheet
- Color photo copies \$0.25/sheet
- Bond Sheets \$0.10/SF
- Mylars at \$3.40/SF
- Color plots \$6.00/SF

MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Martin/Martin from outside sources, at a multiple of 1.1 times cost to Martin/Martin. All out of pocket expenses not included above will be included in this category.

YEH 2025 HOURLY RATE SCHEDULE



**COLORADO FRONT RANGE (Denver, Co Springs, Greeley)
STANDARD FEE SCHEDULE EFFECTIVE JANUARY 2025**

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal	\$240/hr
Senior Project Manager	\$230/hr
Senior Project Specialist	\$215/hr
Project Manager	\$210/hr
Senior Project Engineer or Geologist	\$180/hr
Project Engineer or Geologist	\$155/hr
Staff Engineer or Geologist	\$140/hr
Engineer or Geologist Intern	\$90/hr
Resident Construction Engineer	\$225/hr
Construction Manager	\$205/hr
Construction Observer III	\$165/hr
Construction Observer II	\$150/hr
Construction Observer I	\$135/hr
Technician Leader or Supervisor	\$175/hr
Laboratory Supervisor	\$155/hr
Technician III	\$130/hr
Technician II	\$115/hr
Technician I	\$105/hr
CAD Designer	\$160/hr
CAD Technician	\$105/hr
Project Controller	\$170/hr
Administrative Assistant	\$105/hr

***Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.*

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

	<u>Rates</u>
Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ Current IRS Rate

YEH 2025 LABORATORY RATE SCHEDULE



LABORATORY RATE SCHEDULE - EFFECTIVE JANUARY 2025

Classification – Index Tests:

Natural moisture content and Dry Unit Weight (ASTM D2216)	\$ 25
Moisture content – dry unit weight, drive, or core sample (ASTM D2937)	\$ 30
Moisture content – dry unit weight, chunk, or block sample	\$ 55
Moisture content – dry unit weight, thin-walled tube sample (ASTM D2937)	\$ 45
Atterberg limits with PL, PI, LL (ASTM D4318)	\$ 120
Specific gravity for coarse aggregate (AASHTO T85, ASTM C 127)	\$ 90
Specific gravity for fine aggregate (AASHTO T84, ASTM C 128)	\$ 105
Sand Equivalent (CP 30, AASHTO T 176)	\$ 110
Clay Lumps and friable particles in aggregate AASHTO T 112	\$ 150
Organic Impurities in fine aggregate for concrete ASTM C40	\$ 75
LA Abrasion test for aggregate smaller than 3/4" AASHTO T-96	\$ 290
Micro-Deval Abrasion	\$ 350
Grain size analysis (ASTM D422, 6913):	
a) Eight standard sieve nests to #200 (per ASTM D2487 or AASHTO M145)	\$ 90
b) Less than 3" max to #200 sieve with one split sieve	Add \$ 50
c) Percent less than #200 sieve with wash	\$ 55
d) Hydrometer analysis	Add \$ 200
Manual USC classification (ASTM D2488), extrude, examine, photo, and describe.	\$ 30
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required	\$ 200
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required (using a split gradation)	\$ 230

Moisture Density Relations:

Standard Proctor compaction (AASHTO T99, ASTM D698)	\$ 230
Oversize Correction (w/coarse aggregate specific gravity)	Add \$ 60
Modified Proctor compaction (AASHTO T180, ASTM D1557)	\$ 260
Proctor, One Point	\$ 75
Oversize Correction (w/coarse aggregate specific gravity)	Add \$ 60
R-value (ASTM D2844, AASHTO T190, Cal 301), untreated soil	\$ 400
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) single point with proctor test	\$ 450
California bearing ratio (CBR) (, AASHTO T193, ASTM D1883) 3 points with proctor test	\$ 950
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) single point without proctor test	\$ 300
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) 3 points without proctor test	\$ 900

Corrosion Testing:

pH of soil or water AASHTO T289	\$ 50
Resistivity of soil or water, as received or saturated AASHTO T 28 B	\$ 80
Soluble sulfates AASHTO T 290	\$ 50
Soluble chlorides AASHTO T291	\$ 50

Swell / Collapse Testing:

Expansion index (ASTM D4829)	\$ 220
Swell-collapse (ASTM D4546-A)	\$ 220
Swell-collapse (ASTM D4546-B, C)	\$ 180
Soil unconfined compressive strength (ASTM D2166)	\$ 90

Pavement Tests:

Volumetric Production Sample Testing	\$ 600
Asphalt content	
a) Ignition furnace calibration, per mix	\$ 550
b) Calibration of nuclear asphalt gauge	\$ 550
c) % AC (C P L 5 1 2 0, AASHTO T 3 0 8)	\$ 120
d) Gradation from burn off (AASHTO T 30, ASTM D 5444)	\$ 120

- 2000 Clay Street, Suite 200, Denver, CO 80211, (303) 781-9590
- 627 Eliton Drive, Colorado Springs, CO 80907, (719) 434-1643
- 11520 21st Street, Unit 6, Greeley, CO 80634, (970) 451-5026
- 570 Turner Drive, Suite D, Durango, CO 81303, (970) 382-9590
- 1525 Blake Avenue, Glenwood Springs, CO 81601, (970) 384-1500
- 588 North Commercial Drive, Grand Junction, CO 81505, (970) 242-5125

EXHIBIT C
INSURANCE REQUIREMENTS

Including General Liability, Automobile, Workers' Compensation, Professional Liability, and
Excess Liability (CDOT)

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.
14. Contractors must carry all insurance or purchase the below insurance. No insurance will be waived for CDOT contracts.

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)
- \$50,000 any one fire

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

Excess/Umbrella Liability

Contractor/Vendor will purchase an Excess/Umbrella Liability Policy that provides liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Automobile Liability limits.

Minimum limit:

- \$1,000,000 Each Occurrence/Aggregate

Deviations

No deviations below the standards given above will be approved by the City and County of Broomfield's Risk Management office for CDOT contracts.

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

Colorado Department of Transportation, CDOT Region 1
2829 W. Howard Place
Denver, CO 80204
Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us



C. Private Activity Bond (PAB) Request to Carry Forward

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

The purpose of this memo is to request approval, through Resolution 2025-117, to carry forward Broomfield's unused 2025 Private Activity Bond (PAB) volume cap. This crucial administrative step extends the use of an important funding tool for future income-aligned housing projects in the Broomfield community, as state and federal rules require.

Attachments

[Memo-PAB Carry Forward-09.09.25.pdf](#)

[Resolution 2025-117-PAB Carry Forward_09.09.25.pdf](#)

[Broomfield Diligence Certificate \(2025 - Carryforward\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The purpose of this memo is to request approval to carry forward Broomfield's unused 2025 Private Activity Bond (PAB) volume cap. This crucial administrative step extends the use of an important funding tool for future income-aligned housing projects in the Broomfield community, as state and federal rules require. Historically, Broomfield has been able to assign its PAB allocation (see Prior Council Action below) before the state-mandated September 15th deadline. This year, Broomfield requires additional time in order to solidify a qualified project for the PAB allocation, which is why this carry forward is needed.

The federal government sets a limit on the amount of tax-exempt Private Activity Bonds that can be issued each year. This limit is called the "volume cap" and, in Colorado, the Department of Local Affairs (DOLA) through the Division of Housing (DOH) administers the Public Activity Bond cap based on population. Colorado law requires that 50 percent of the volume cap go to statewide authorities, which goes to the Colorado Housing and Finance Authority (CHFA, 48 percent) and the Colorado Agricultural Development Authority (2 percent). Up to 50 percent of the remaining cap is allocated to local issuers (cities and counties - 47 percent) with a minimum population of 19,048 (equal to a minimum of \$1 million in volume cap). DOLA retains any remaining volume cap (3 percent) for future allocations from a statewide pool (referred to as the Statewide Balance). Due to changes in population, the volume cap allocated to local issuers can change annually. More information about DOH's PAB administration is available at the [Colorado Department of Local Affairs](#).

Private Activity Bonds (PABs) are tax-exempt bonds that can be issued for specific purposes, including industrial development bonds, rental housing development, single-family mortgage revenue bonds, and exempt facilities. The federal government grants annual allocations of the bonding authority to states under the Tax Reform Act of 1986. Private Activity Bonds are not direct funds or grants, but the ability to borrow funds at a tax-exempt rate. Issuance of PABs also leverages federal 4% Housing Tax Credits, which leverages equity for affordable housing projects.

\$5,016,731 is Broomfield's 2025 PAB allocation. If the portion is not used or assigned by September 15th, it goes back into a statewide pool. While a specific project is not ready for bond issuance by the September 15th deadline this year, a project is expected to be ready within the next three years. Carrying forward this allocation aligns with established procedures.

Broomfield does not issue PABs directly. Instead, a specific project is identified and the PAB allocation can be assigned by Broomfield, through City Council resolution, to another entity, such as the Broomfield Housing Alliance (BHA).

Resolution 2025-117, if approved, would authorize the carrying forward of the unused 2025 PAB volume cap. This action allows for retaining control of the allocation for future affordable housing projects, rather than losing it to the statewide pool, where it might not be available for local needs later. This ensures the ability to support affordable housing development in Broomfield by working with developers and the Broomfield Housing Alliance. Staff recommends that the City Council adopt the attached resolution authorizing the

Recommendation to Carry Forward Unused 2025 Private Activity Bond (PAB) Volume Cap

Prepared By: Lisa Sacker, Housing Programs Manager
Sharon Tessier, Housing Policy Manager

carry-forward election of the unused 2025 Private Activity Bond Volume Cap to allow for assignment at a later date.

Financial Considerations

This administrative action, carrying a minimal staff and administrative expense, does not obligate Broomfield to issue any bonds or pledge its credit. This carry-forward has no direct financial impact on Broomfield's budget.

Prior Council or Other Entity Actions

September 10, 2024 [Resolution No 2024-128](#) Authorizing the Assignment of Broomfield 2024 PAB Allocation

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

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

September 12, 2017 - [Resolution 2017-137](#) Authorizing the assignment of the City and County of Broomfield's 2017 Private Activity Bond Allocation to Housing Catalyst (formerly known as Fort Collins Housing Authority).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to authorize the carry-forward election of the unused 2025 Private Activity Bond Volume Cap, the appropriate motion is...

That Resolution 2025-117 be adopted.

Alternatives

Do not approve the resolution and forgo the 2025 PAB \$5,016,731 allocation; returning it to CHFA.

RESOLUTION NO. 2025-117

A Resolution Declaring the Intent of The City Council of The City and County of Broomfield, Colorado To Issue Multifamily Housing Revenue Bond and Authorizing Carryforward Allocation

Recitals.

Whereas, the City and County of Broomfield, Colorado, a body corporate and politic and political subdivision of the State of Colorado (the “City”), is authorized and empowered by the laws of the State, including the provisions of the County and Municipality Development Revenue Bond Act, being Part 1, Article 3, Title 29 of Colorado Revised Statutes, as from time to time supplemented and amended (the “Act”), to issue revenue bonds to pay the costs of a project (as defined in the Act) and to loan the proceeds of said revenue bonds to others to provide for the financing, acquiring, equipping, and improving of such a project; and

Whereas, the City has been awarded \$5,016,731 of private activity bond volume cap allocation for the State of Colorado (“State”) and its issuing authorities computed under the Section 146(d) of the Internal Revenue Code of 1986, as amended (“IRC”) and under the Colorado Private Activity Bond Ceiling Allocation Act, as amended, CRS 24-32-1701, et seq. (the “Allocation Act”) for use in the issuance of private activity bonds (“PAB”); and

Whereas, the Act and the Supplemental Public Securities Act, as amended, CRS 11-57-201, et seq. (the “Supplemental Act”), authorizes the City to finance or refinance one or more projects for residential facilities for low- and moderate-income individuals and families, intended for use as the sole place of residence by the owner(s) or intended occupant(s), which may be provided to promote the public health, welfare, safety, convenience and prosperity; and

Whereas, to increase the availability of adequate, affordable housing for low and moderate-income individuals and families, the City has determined it is necessary or desirable to carryforward the City’s 2025 Allocation for up to three years to accumulate a sufficient quantity of bond cap to issue PABs for a qualified project; and

Whereas, the City Council of the City (the “Council”) recognizes the need in the City to provide housing facility loans to finance rental housing facilities which constitute “qualified residential rental projects” described in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the “Code”), potentially including but not limited to projects being developed or financed by the Broomfield Housing Alliance (“BHA”), and has made the findings and determinations set forth below; and

Whereas, by, through, and with this Resolution, the Council has determined to carryforward the 2025 Allocation of \$5,016,731 to be utilized by the City pursuant to the Allocation Act.

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

Section 1.

The making of housing facility loans hereby is found and determined to be necessary to provide rental housing facilities in the City that substantially benefit persons of low income, and the Mayor and the City Manager of the City are each hereby directed to prepare a plan for the financing of such housing facilities by the City issuing or supporting the issuance of exempt facility bonds (the “Bonds”) under Section 142(a)(7) of the Code and using the proceeds thereof to make housing facility loans (the “Program”).

Section 2.

Unused volume cap of the City, plus any additional amounts assigned and transferred to the City by city, county and state-wide issuers, including but not limited BHA, or from the City to other such issuing authorities, or made available to the City by any delegations of authority by city, county or state-wide issuers, or made available to other such issuing authorities, including but not limited to BHA, by any delegation from the City, plus any amounts allocated or reallocated to the City from the Statewide Balance is hereby allocated to the Program for a carryforward purpose within the meaning of Section 24-32-1706(3)(c) of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as from time to time supplemented and amended (the “Allocation Act”); provided, that the City and County Manager or her designee is authorized to permit, in his or her discretion, an amount of volume cap to be relinquished to the statewide balance in order to facilitate a statewide balance award of such amount for the financing of commercial projects, if required, or for use by other issuers for any purpose and to make or accept assignments of volume cap to or from other issuers or delegate authority to or receive delegation from other issuers to issue bonds on behalf of the City. The City and County Manager or her designee is hereby further authorized and directed to file with the Department of Local Affairs, on or prior to September 15, 2025, under and pursuant to Section 24-32-1705(3)(c) of the Allocation Act, written notification of such carryforward allocation.

Section 3.

The Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the City or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City’s general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the City in such person’s individual capacity, and none of such persons shall be subject to any personal liability by reason of issuance of the Bonds.

Section 4.

The Council hereby finds, determines, recites and declares the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe, and sanitary housing.

Section 5.

The City hereby declares that this Resolution shall constitute an inducement resolution for purposes of the Allocation Act.

Section 6.

The Mayor, following approval of this resolution, is authorized to sign a Diligence Certificate, which affirms that Broomfield, with respect to the 2025 PAB allocation, will proceed with diligence to ensure the issuance of bonds within the carryforward period, including through Broomfield's potential delegation to another issuing authority of the authority to act as the Broomfield's agent to issue bonds for such purpose.

Section 7.

The City and County Manager or her designee are independently authorized to take all steps necessary or appropriate to assure full utilization by or on behalf of the City of the volume cap hereby allocated to the Program, including, without limitation, the filing of a carryforward election under Section 146(f) of the Code.

Section 8.

The City intends to assist in the issuance of the Bonds in an amount to be determined, upon terms acceptable to the City as set forth in a bond resolution or resolutions to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 9.

All resolutions or parts thereof concerning the subject matter hereof in conflict with this Resolution are hereby repealed to the extent of such conflict. This repealer shall not be construed to revive any resolution or part thereof, heretofore repealed.

Section 10.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section,

paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11.

This resolution shall be in full force and effect upon its passage and approval.

Section 12.

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

Approved on September 9, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

DILIGENCE CERTIFICATION

I, Guyleen Castriotta, Mayor of the City and County of Broomfield, Colorado (the "City"), do hereby certify as of September 9, 2025, pursuant to Section 24-32-1709(2)(d) of the Colorado Private Activity Bond Ceiling Allocation Act, with respect to the \$5,016,731 of the City's 2025 direct allocation, that the City will proceed with diligence to ensure the issuance of bonds within the carryforward period provided by Section 146(f) of the Internal Revenue Code of 1986, as amended, including through the City's potential delegation to another issuing authority of the authority to act as the City's agent to issue bonds for such purpose.

(Signature page follows)

Dated as of the date first written above.

CITY AND COUNTY OF BROOMFIELD,
COLORADO

By: _____
Mayor



City and County of Broomfield

City Council Regular Meeting

A. Public Hearing - Ordinance Approving an Incentive Agreement with Raven Space Systems, Inc. - Second Reading

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Action Items Item: 7A.
Presented By	
Jeffrey Schreier	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

[View Presentation](#)

Raven Space Systems, Inc., is an aerospace manufacturing company moving to Broomfield with an \$8 million capital investment at a new location at 830 Hoyt, Suite 100. The expansion and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues. Ordinance 2274 would approve a business investment agreement with Raven Space Systems, Inc. The agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of an advanced manufacturing facility, with a maximum amount of up to \$75,000.

Attachments

[Memo for Ordinance No 2274 Approving an Investment Agreement with Raven Space Systems, Inc. -2nd Reading.pdf](#)

[Ordinance No. 2274 - Approving an Investment Agreement with Raven Space Systems, Inc - 2nd Reading.pdf](#)

[Raven Space Systems, Inc Business Investment Agreement 2025_signed by owner.pdf.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

[Raven Space Systems, Inc.](#), is an aerospace manufacturing company moving to Broomfield with a \$8 million capital investment at a new location at 830 Hoyt, Suite 100. The expansion and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues. Ordinance 2274 would approve a business investment agreement with Raven Space Systems, Inc. The agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of an advanced manufacturing facility, with a maximum amount of up to \$75,000.

Broomfield has built and maintained a strong, diversified tax base ([Community Goal 1: Financial Sustainability and Resilience, Indicator 1.D](#)), through balancing residential and business development and growth. To support business success and growth, our continuing efforts range from developing a productive, talented workforce, supporting commercial development matching current demands and next-generation needs for workspace, and maintaining a focus on reasonable, reliable business costs in providing quality services and effective infrastructure.

Businesses are facing several challenges as they strive to meet customer demands, innovate new products and services, and support their employees and their families. Business decisions, on where and when to locate and grow, are increasingly being influenced by preferences and behavior choices of future employees. Broomfield programs and services align with these factors, including ensuring a range of housing choices (access, location, and costs), transportation mobility, workforce development, education programs, and opportunity. The staff works closely with commercial developers to encourage new and redeveloped workspaces to increase the amount and type of spaces. These work efforts include work with the owners and developers of Simms Technology Park, Baseline, and existing buildings and spaces around West Midway and Interlocken.

Balancing the cost of doing business while making strategic investments in infrastructure and services continues to be a primary goal and outcome for Broomfield, area, and state leaders. Like other communities in the Denver metro, Broomfield occasionally provides business investment agreements to specific businesses in targeted business sectors as a means to maintain and strengthen our local economy and tax base.

Through 2024 and 2025 Council has approved investment agreements for businesses like La Belle Bakery, SiNaptic Tech, and Peak Energy bringing the total number of business investment agreements to 13. These previous agreements range from supporting Ball Aerospace's new Technology and Research facility and operations (approved in 2020, a total commitment of \$2.65M) to the Peak Energy LLC agreement (approved in 2025, a total commitment of \$50,000).

Broomfield's approach to business investment agreements has followed a consistent model, with the terms of the agreement requiring specific performance related to new investment, employment, and taxes generated, which is demonstrated through employment certification and tax payments. Upon receipt of the tax payment, a portion of the generated taxes are then remitted to the company. Both the specific application of taxes (sales and use, real (Ad Valorem) property, and business personal property) and the shares are prescribed in the agreement.

Broomfield has generally capped the share of the tax revenue remitted in a direct business investment agreement to less than fifty percent (50%) of the new taxes generated, and generally limits the agreements to a 10-year reimbursement period. As a note, development support agreements (such as the Baseline Managed Growth and Development Agreement (MGDA) and the Broomfield Town Square Redevelopment and Reimbursement Agreement (BTS RRA)) may have different approaches and terms.

Investment Agreement for Raven Space Systems, Inc.

Ordinance 2274 would approve a business investment agreement with [Raven Space Systems, Inc.](#), who will move into, and grow in, Broomfield. The expansion and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues.

Raven Space Systems, Inc., has signed a lease for roughly 16,800+ square feet of space at 830 Hoyt Suite 100 for an advanced manufacturing facility. This is the first phase in their plan to expand their business. Raven Space Systems is a cutting-edge aerospace company specializing in advanced satellite technology and space-based communication systems. They focus on providing innovative, secure, and cost-effective solutions for both commercial and government clients, enhancing satellite operations and supporting future space missions. The current capital investment is projected to be \$8 million at this location along with improvements to the facility. The business will host a minimum of 25 employees, with a minimum average annual wage (AAW) of \$110,266, in Broomfield at their manufacturing facility by the end of the fifth year. The number of required minimum employees has been reduced to 25 employees within the next five years from an original projection of 50 employees upon Raven Space Systems, Inc. completing an update to its operational forecasts during the term of the Agreement.

The proposed business investment agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of the advanced manufacturing facility, with a maximum amount of up to \$75,000. The agreement will complement a Job Growth Incentive Tax Credit from the State of Colorado that was also offered to attract them to Colorado/Broomfield. This proposed agreement includes:

- partial reimbursement of fifty percent (50%), of the company's payment made for the general fund portion (3.5%) of Broomfield's use tax for building supplies and equipment purchases remitted by the company, or its contractors; and
- partial rebate, fifty percent (50%), of the business personal property taxes remitted by the company for the City and County of Broomfield portion of the business personal property taxes.

Business support (investment) agreements are approved by ordinance. The agreement is a pledge by Broomfield to reimburse a business all or a portion of the sales, use, and personal property taxes generated by the taxable activity of the business over multiple years, thereby creating an indebtedness requiring approval by ordinance, per the City and County Attorney.

Financial Considerations

As shown in the sources and uses of funds summary below, the sources of funds are taxes owed to and paid to the City and County of Broomfield (does not include any taxes collected by the City and County of Broomfield Treasurer on behalf of and paid to other governmental organizations). The payments will be authorized and made, per the agreement, under the approval of the annual budgets.

The proposed Raven Space Systems, Inc. location falls within the boundaries of the Hoyt Urban Renewal Area (URA), where property tax revenues have already been designated to support the 800 Hoyt Development.

Under the terms of the 2016 Hoyt Street Agreement, the URA committed to reimbursing up to \$4.1 million for critical infrastructure improvements which enabled this redevelopment.

Current projections indicate tax increment revenues from the district will be sufficient to fully satisfy these reimbursement obligations ahead of the URA’s original sunset date. The addition of new commercial space through this proposed development, combined with Raven Space Systems’ planned capital investment, is expected to further boost property tax generation, further expediting the payoff of the URA’s commitments. This accelerated revenue trajectory underscores the positive fiscal impact of strategic business attraction within established urban renewal districts.

Sources and Uses of Funds	Amount
Raven Space System, Inc. Use Tax and Business Personal Property Tax Payments (estimated 2025-2030)	\$301,000
Raven Space System, Inc. (sharing agreement, maximum)	\$75,000
Projected Balance	\$226,000.00

Prior Council or Other Entity Actions

Ordinance 2274 was approved on first reading on [August 26, 2025](#).

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the investment agreement and provide business support through reimbursement of a share of added use taxes and business personal property taxes derived from the location and expansion of the specific business, it is recommended...

That Ordinance 2274 be adopted on second reading and ordered published in full.

Alternatives

Do not approve Ordinance 2274, to provide business support through reimbursement of a share of added business personal property tax and use taxes derived from the location and expansion of the specific businesses.

ORDINANCE NO. 2274

An Ordinance Approving A Business Investment Agreement with Raven Space Systems, Inc.

Recitals.

Whereas, Broomfield has built and maintained a strong, balanced tax base through balancing residential and business development and growth.

Whereas, in order to attract, grow and retain businesses within the community, Broomfield occasionally provides business investments to specific businesses in targeted business sectors.

Whereas, the benefits of expanding and relocating businesses within Broomfield include an increase in employment and wage earning opportunities for residents and an increase to local tax revenue from real and personal property, lodgers and sales and use taxes.

Whereas, Broomfield is intentionally limited in its use of business investments to support businesses. Business investment agreements are performance based, with a reimbursement to the recipient company from collected revenues resulting from the business's taxable activity over a period of up to ten years.

Whereas, the revenues subject to reimbursement pursuant to a business investment agreement may include sales taxes, use taxes and personal property taxes paid by the business to Broomfield. Business investments do not include tax revenues collected by Broomfield on behalf of other governmental entities.

Whereas, the City has determined that supporting the growth of local businesses and the relocation or expansions of selected businesses to Broomfield is in the best interest of the City, serves the public interest, and benefits the public.

Whereas, pursuant to Section 6.4 of the Home Rule Charter, every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing a burden upon or limiting the use of private property, shall be by ordinance.

Whereas, Chapter 3-40 of the Broomfield Municipal Code authorizes the City Council to enter into an agreement to provide all or a portion of Broomfield's retail sales and use tax revenue generated by taxable activity to be used to provide investments to attract individual retail or commercial businesses to Broomfield.

Whereas, the pledge by Broomfield to reimburse a business all or a portion of sales, use and personal property taxes generated by the taxable activity of the business over multiple years creates an indebtedness requiring approval by ordinance.

Whereas, City Council has determined it appropriate to enter into business investment agreements to Raven Space Systems, Inc.; a form of which is on file with the City Clerk.

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

Section 1.

The business investment agreement, by and between the City and County of Broomfield and Raven Space Systems, Inc., in substantially the form presented to the City Council and on file with the City Clerk, is hereby approved.

Section 2.

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

Section 3.

This ordinance shall be effective seven days after public notice following final passage.

Introduced and approved after first reading on August 26, 2025, and ordered published in full.

Introduced a second time and approved on September 9, 2025, and further ordered published.

The City And County Of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

KF

City and County Attorney

**INVESTMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND
RAVEN SPACE SYSTEMS, INC.**

1.0 PARTIES. The parties to this Agreement (hereinafter referred to as the "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (hereinafter referred to collectively as the "City") and Raven Space Systems, Inc. (hereinafter referred to as "Raven Space Systems") and provided that City and Raven Space Systems may be individually referred to herein as a "Party" and together may be referred to as the "Parties."

2.0 RECITALS.

2.1 Raven Space Systems is an aerospace manufacturing business which will be located and headquartered at 830 Hoyt Suite 100 within Broomfield, Colorado.

2.2 Currently, Raven Space Systems is operating out of state, and is experiencing market opportunities resulting in the need for expanded workspace, additional investment in equipment, and increased employment. This level of business expansion requires a combined office and work space of 16,863 square feet.

2.3 Raven Space Systems desires to grow and invest in a facility located in Broomfield, and has options to expand the work space through future expansion.

2.4 Raven Space Systems will locate production and research equipment, and will continue to invest in their operations in the City. The capital investment is expected to be more than \$8 million, for equipment and other investments in one or more facilities locally. The projected job growth from the facility is 25 full time jobs over the next 5 years, with a minimum average annual wage above \$110,266.

2.5 It is the policy of the City to support its local businesses and to encourage the creation and retention of local jobs.

2.6 The City finds and determines that the development proposed by Raven Space Systems is in the best interest of the City, serves the public interest, and benefits the public.

3.0 THE OBLIGATIONS OF RAVEN SPACE SYSTEMS. 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, Raven Space Systems agrees as follows:

3.1 Raven Space Systems shall maintain their headquarters and a production facility by occupying no less than 16,863 square feet of office and production space in the City. This space may be company-owned or company-leased. Evidence of meeting this requirement will be:

3.1.1 By an existing lease, future lease, and/or building ownership, and

3.1.2 Property tax records, *Ad Valorem* Property and Business Personal Property, showing the location, tax liability, and payment by Raven Space Systems as an entity within the City and with taxes owed to the City.

3.2 Raven Space Systems may operate in other work spaces, including but not limited for the purpose of research, engineering and design, and manufacturing. If this space is located within the City, then it will be included in any calculations for business support.

3.3 In exchange for the receipt of any tax rebates from the City, Raven Space Systems shall employ no less than 5 full time employees by the end of year one, 15 employees by the end of year three, and 25 full time employees by year 5.

4.0 THE OBLIGATIONS OF THE CITY. 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 City agrees as follows:

4.1 Use Tax Rebate. The City agrees to rebate and pay to Raven Space Systems an amount equal to fifty percent (50%) of the City's 3.50% use tax, which percentage excludes 0.25% presently allocated for open space and 0.40% presently allocated for the county functions, levied and collected on building construction materials used in the initial construction of the proposed development and the purchase and installation of equipment on the leased property (hereinafter referred to as the "Use Tax Rebate").

4.2 Personal Property Tax Rebate. The City agrees to rebate and pay to Raven Space Systems an amount equal to fifty percent (50%) of the city and county business personal property taxes paid by Raven Space Systems and retained by the City, after any pre-existing development support agreements, for taxable personal property located within all Raven Space Systems occupied and operating facilities in the City beginning on January 1st of the tax year (such as 2026, paid in 2027) following the establishment of any Raven Space Systems facility within the City, and for the duration of this agreement as long as any facility remains located and operating in the City. Said rebate will be paid by the City for a period of five years. No rebate will be paid for any year in which Raven Space Systems fails to maintain the required full time employment minimums pursuant to Section 3.3 above. Raven Space Systems shall certify to the City in writing on or before July 15th of each year that it has maintained the necessary number of employees for the previous 365 days. Payment of the rebate shall be submitted to Raven Space Systems by the City within forty-five (45) days of the City's receipt from Raven Space Systems of its certification.

4.3 Maximum Rebate. The maximum rebate to be paid by the City to Raven Space Systems from the shared use tax and property tax when combined shall not exceed \$75,000.

5.0 Term. The Term of this Agreement shall commence on the date of final approval by the Parties and shall continue for five years at which time the Agreement will automatically terminate. All obligations of the City to rebate and pay use tax, business personal property tax, and real property tax shall terminate upon termination of the Agreement.

6.0 Repayment Conditions. During the term of the agreement, year one to year five, if in any year Raven Space Systems fails to maintain the required full time employment minimums pursuant to Section 3.3 above, no rebate for that year shall be made to Raven Space Systems.

7.0 Miscellaneous.

7.1 The City shall calculate and pay Raven Space Systems any rebate authorized by the Agreement based upon the actual taxes levied and collected and not the amounts of tax estimated herein.

7.2 The City's obligations pursuant to this Agreement terminate if Raven Space Systems does not maintain a physical presence (including a production facility) in the City following the commencement of this agreement. The City agrees to use its best efforts, including but not limited to, assigning a senior level staff person to assist Raven Space Systems with the process necessary for obtaining the permits and approvals required for the development and operation of the facility.

8.0 ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City, provided, however, that Raven Space Systems shall have the right to assign this Agreement to any wholly owned affiliate of Raven Space Systems without prior written consent of the City, but with prior written notice to the City.

9.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

10.0 EXHIBITS. All exhibits referred to in this Agreement, if any, are by reference incorporated herein for all purposes.

11.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, acts of terrorism, regulations or order by civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

12.0 DEFAULT. Time is of the essence. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by either Party within ten (10) business days following receipt of notice to the non-performing Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for damages that is limited to the amount of use and personal property taxes rebated under this Agreement.

13.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

14.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

15.0 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. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

16.0 WAIVER OF BREACH. 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.

17.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

18.0 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.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20.0 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.

21.0 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. In the event the City fails to appropriate funds for this Agreement beyond the current fiscal year, the City shall have no obligations for rebates for future fiscal years. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other Party.

22.0 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.

23.0 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.

24.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

25.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary; provided, however, that a copy of any correction made to this Agreement and attached exhibits, if any, by a Party shall immediately be provided to the other Party and, further, no such correction shall be effective unless the other Party has indicated its agreement with such correction

26.0 DAYS. If the day for any performance or event provided for herein is a Saturday, Sunday, or a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

27.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, extension of time, or appropriation, budgeting, or payment action, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not

be deemed to be partners or joint venturers, and neither Party shall be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability of the other Party.

29.0 PRIOR AGREEMENTS. By entering into this Agreement, the Parties terminate any prior existing agreements entered into between the Parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of September 9, 2025.

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

Mayor

ATTEST:

Clerk & Recorder

APPROVED AS TO FORM:

City & County Attorney

Raven Space Systems, Inc.

A handwritten signature in black ink, appearing to be 'BH', written in a cursive style.

By: Blake Herren
As: CEO & Co-founder



City and County of Broomfield

City Council Regular Meeting

B. Public Hearing - Ordinance Transferring Licensing Responsibilities for All Trash Hauler Licenses from the City Council to the Clerk's Office - Second Reading

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Action Items Item: 7B.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

City Council has been hearing matters related to the issuance of individual trash hauler licenses since the passage of Ordinance 18 on July 23, 1962. In response to Council's comments earlier this year, staff has prepared [Ordinance No. 2272](#) to streamline the individual trash hauler licensing process by transferring approval authority from City Council to the City and County Clerk's Office, and transferring revocation authority from City Council to the Local Licensing Authority.

Attachments

[Memo for transferring trash hauler licensing to the City and County Clerk's Office \(1\).pdf](#)

[DRAFT Ordinance 2272 Transferring Trash Hauler Licensing to the Clerk's Office \(1\).pdf](#)

Summary

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

City Council has been hearing matters related to individual trash hauler licenses since the passage of Ordinance 18 on July 23, 1962. [Chapter 8-04](#) of the Broomfield Municipal Code (B.M.C.) outlines the application and license requirements.

Under this current process the City Clerk's office contacts the references listed in the application materials. This is done to determine if there are any issues of concern with regard the Applicant's character or the character of the Applicant's officers or directors since "a license shall be denied on the basis of applicant's character as it may be relevant to likely compliance with B.M.C Chapter 8-04 or if the City Council determines that licenses granted for a particular locality are adequate for the reasonable needs of the community" ([Section 8-04-110, B.M.C.](#)). Once the Clerk's office has verified there are no concerns, the request for a license is brought forward to the City Council meeting for consideration.

In response to Council's comments during prior consideration of licenses earlier this year, staff has prepared Ordinance No. 2272 to streamline the individual trash hauler licensing process by transferring approval authority from City Council to the City and County Clerk's Office, and transferring revocation authority from City Council to the Local Licensing Authority. The Clerk's office would remain responsible for following the application and licensing requirements of 8-04, including checking references as currently done.

This administrative change will improve operational efficiency while maintaining appropriate review of the license requests. Additionally, the ordinance modifies the fee structure by removing the specific fee amount from the municipal code and instead authorizing the City and County Manager or designee to establish fees through administrative action. This revision provides the necessary flexibility to adjust fees in response to changing operational costs and market conditions without requiring future code amendments, thereby reducing administrative burden while ensuring fees remain appropriate and current.

This ordinance pertains to separate hauler licenses granted to businesses seeking to operate in Broomfield. It is unrelated to Waste Connections, the city's contracted waste hauler.

Financial Considerations

There are no additional costs to change the approval process for the trash hauler licensing, as the City and County Clerk's Office currently processes all applications and licensing for trash haulers. If a license must be presented to a Local Licensing Authority Hearing Officer for revocation, there will be a cost associated with the hearing officer. Revocation of a license occurs very rarely with staff unable to locate record of a prior revocation being processed within the last 10 years.

Prior Council or Other Entity Actions

[August 26, 2025](#) - Council approved Ordinance No. 2272 on first reading.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve Ordinance No. 2272 the appropriate motion is...

That Ordinance No. 2272 be approved on second and final reading and published by title.

Alternatives

Do not approve Ordinance No. 2272. Licenses will continue to be brought to City Council for final review and approval.

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

ORDINANCE NO. 2272

An ordinance transferring licensing responsibilities for all trash hauler licenses from the City Council to the City and County Clerk's Office

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

Section 1.

Section 8-04-030 - License; required; application is hereby amended as follows:

8-04-030 - License; required; application.

- (A) No person ~~shall~~ **may** engage in the business of collecting trash, rubbish, or garbage within the city without first ~~making application to~~ **receiving a license** from the city clerk. ~~for a license. Each application shall contain the following information:~~
- ~~(1) Name, address, and phone number;~~
 - ~~(2) Doing business as;~~
 - ~~(3) Number and description (weight, model, type, capacity, etc.) of vehicles used;~~
 - ~~(4) Number of employees;~~
 - ~~(5) Experience;~~
 - ~~(6) Site of disposal of trash and waste material; and~~
 - ~~(7) Applicant shall submit rate schedule with application and shall advise the city of any change in rates within thirty days after making such changes.~~
- (B) Each application for a license must be submitted on a form supplied by the city clerk. All applications must be accompanied by the payment in full of the first year's fee.
- (C) Upon receipt of a completed application for a license and all required fees, the city clerk must issue a license, unless one or more of the following basis for denial exists:
- (1) The information presented in the application is incomplete, inaccurate, or false;
 - (2) The applicant has had a license issued under this chapter revoked within one year immediately preceding the filing of the application;
 - (3) The character of the applicant or its officers or directors is such that a violation of any provisions of this chapter is likely to result if a license is granted; or

- (4) Licenses already granted for the particular locality are adequate for the reasonable needs of the community.
- (D) If the city clerk denies the application for a license, it must notify the applicant in writing by electronic mail or by first class U.S. mail to the address shown on the application. The notice must include the grounds for denial. Notice is deemed to have been given upon the sending of the electronic mail or upon deposit in the U.S. mail.
- (E) Any appeal of a denial of an application must be made to the local licensing authority within ten days of the date of the notice of denial through a written document filed with the city clerk. The local licensing authority must set a time and place for a hearing on such appeal and notice of the hearing must be given to the applicant.

Section 2.

Section 8-04-040 - License; fee is hereby amended as follows:

8-04-040 - License; fee.

~~Upon approval of a garbage collection application, the city clerk shall issue the license upon the payment of a fee in the sum of \$150.00 per year. The license fee shall be set by the city manager or its designee.~~ The licensees operating under this chapter shall pay the tax separately to the city clerk on or before August 1st of each year. All licenses issued pursuant to this chapter shall expire on the thirty-first of July of each year succeeding issuance, unless sooner revoked by the ~~city council~~ **local licensing authority**.

Section 3.

Section 8-04-100 - License; revocation is hereby amended as follows:

8-04-100 - License; revocation.

The ~~city council~~ **local licensing authority**, after notice to the licensee and a hearing, shall have the power to revoke, at any time, the license of the collection contractor for failure to properly perform the terms and covenants of the license, or for other good cause shown.

Section 4.

Section 8-04-110 - License; refusal when is hereby repealed in its entirety.

8-04-110 - ~~License; refusal when.~~

~~The city council shall hear every application for a license under this chapter, and shall refuse a license if the character of the applicant or its officers or directors is such that a violation of any provisions of this chapter is likely to result if a license were granted, or if, in the city~~

~~council's opinion, licenses granted for a particular locality are adequate for the reasonable needs of the community. [Reserved]~~

Section 5.

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

Introduced and approved after first reading on August 26, 2025, and ordered published in full.

Introduced a second time and approved on September 9, 2025, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



City and County of Broomfield

City Council Regular Meeting

C. Public Hearing - The Trails at Westlake Development Proposal

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Action Items Item: 7C.
Presented By	
Lynn Merwin	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

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

TriPointe Homes has applied for approval of a 50-lot residential subdivision consisting of two properties: **The Trails at Westlake Filing No. 6 (43 lots)** - requesting rezoning, PUD plan amendment, final plat, and site development plan, and **Westlake Farms Filing No. 1, Replat B (7 lots)** - requesting PUD plan, final plat, and site development plan. Both properties will be developed together as a single project under one Subdivision Improvement Agreement (SIA).

Attachments

[Trails at Westlake and Westlake Farms CC Memo September 9.pdf](#)
[Resolution No. 2025-113.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

[Broomfield Voice Webpage](#) - Regarding Trails at Westlake

[Broomfield Voice Webpage](#) - Regarding Westlake Farms

Property Location: South of Misty and East of Lowell Boulevard

Property Owner: Integrity Transitions Real Estate, LLC, and the Farm at Westlake LLC

Applicant: TriPointe Homes, LLC

TriPointe Homes has applied for approval of a 50-lot residential subdivision consisting of two properties:

The Trails at Westlake Filing No. 6 (43 lots) - requesting rezoning, PUD plan amendment, final plat, and site development plan

Westlake Farms Filing No. 1, Replat B (7 lots) - requesting PUD plan, final plat, and site development plan

Both properties will be developed together as a single project under one subdivision improvement agreement (SIA).

Prior Council or Other Entity Actions

- [July 28, 1987](#) - Council approved Westlake Village Filing No. 1, Amended Final Plat
- [March 8, 2016](#) - Council approved a final plat, creating two residential lots for Westlake Farms
- [November 3, 2004](#) - Council approved the Pinnacle North Filing No. 1 Final Plat, PUD Plan and Site Development Plan for the 20-lot residential and a 26,000 square-foot religious institution facility development immediately to the north of the Westlake Farms subdivision. This plat covers a small parcel being replatted by this application.
- [September 29, 2020](#) - Council and the Land Use Review Commission (LURC) reviewed a concept plan for a 43-lot residential development associated with the Farm at Westlake (now referred to as The Trails at Westlake)
- [May 10 - June 10, 2024](#) - Council and the LURC reviewed a concept plan via the online Broomfield Voice webpage for a 7-lot residential development for Westlake Farms. Please refer below to the Broomfield Voice project web pages for each site.
- [August 12, 2025](#) - Council approved Ordinance No. 2275, which modernized zoning standards related to the existing R-3, and R-5, and PUD residential districts, and created a new R-7 zone district for future higher density housing.

Boards and Commissions Prior Actions and Recommendations

The Land Use Review Commission reviewed the proposed project on June 23, 2025, and voted 5-2 to recommend denial. The applicant [provided a letter](#) responding to LURC's recommended denial.

Proposed Actions/Recommendations

Following and subject to the results of the public hearing, if the City Council wishes to approve the application as presented, it is recommended that:

Resolution No. 2025-113 be approved with the following condition:

- A. Prior to recordation of the Westlake Farms Filing No. 1, Replat B Final Plat the developer shall record a signed and notarized five-foot drainage easement agreement by and between the developer and the property owner of Westlake Farms, Filing No. 1, Replat A, Lot 2. All other documents may be recorded without this condition being met, this condition only applies to the Westlake Farms Filing No. 1, Replat B Final Plat.

Alternatives

If the proposed plans do not comply with applicable Broomfield Municipal Code review standards for the planned unit development plans, final plats and site development plans:

- Direct the City and County Attorney to draft findings to support denial of the application based on the record and continue the application for a decision to a date certain.

Links to Application Materials

Trails at Westlake

[Final Plat](#)

[The Trails at Westlake Planned Unit Development \(PUD\) Plan](#)

[Site Development Plan \(SDP\)](#)

[Project Description and Justification](#)

[Supplemental Color Site Layout and Renderings](#)

Westlake Farms

[Final Plat](#)

[Westlake Farms PUD Plan, 1st Amendment](#)

[SDP](#)

[Supplemental Color Elevations](#)

[Applicant's Letter - Response to Recommendation of Denial](#)

How to Submit Public Comments on this Proposal

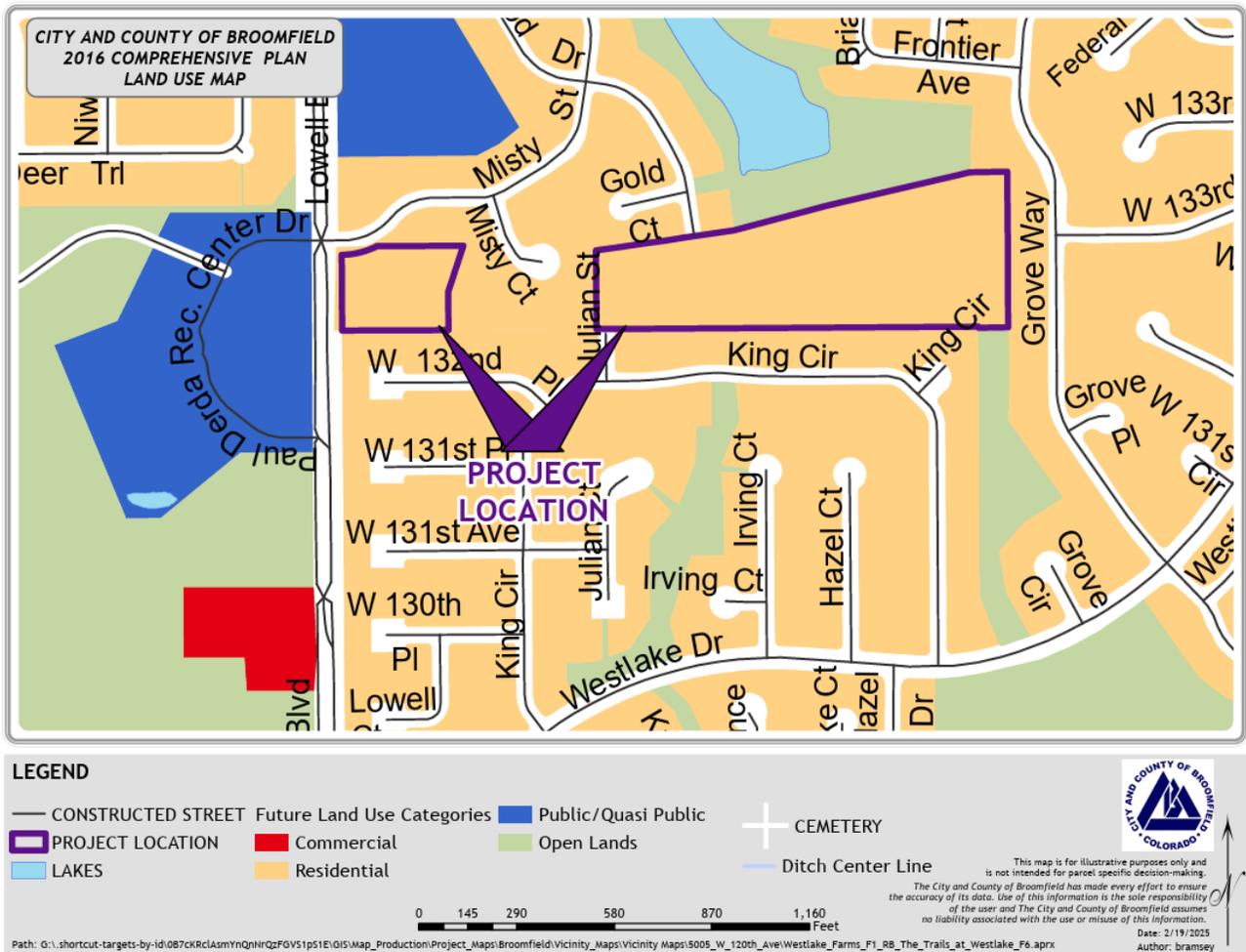
Questions and comments may be provided on the Broomfield Voice project web pages (refer below for the links) or emailed directly to planning@broomfield.org

Background

Applicable City and County of Broomfield Plans

Relationship to Comprehensive Plan

The Broomfield Comprehensive Plan land use designation for the properties is “Residential.” The proposed development is consistent with this Comprehensive Plan land use designation. The following map shows the project location within a portion of the land use map for the surrounding area. The property on the west is referred to as Westlake Farms and the property on the east is referred to The Trails and Westlake.



Comprehensive Plan Map

Goals and Policies

Elements of the proposed development could help meet the following Comprehensive Plan goals:

- **Policy HO-B:** Encourage an adequate supply of affordable/attainable housing for lower-income households.
- **Goal HO-C:** Encourage a diversity of populations within developed areas by providing a variety of housing types that serve a broad spectrum of households.
 - **Policy HO-C-1:** Encourage opportunities for homeownership.
- **Goal HO-E: Residential Housing Design** - “Promote quality in terms of design, livability, aesthetics, sustainability, and construction in all housing types.”

Financial and Economic Considerations

The proposed detached, single-unit residential development is consistent with Broomfield’s land use assumptions for the properties. The proposed lot sizes of 4,141 square feet (10.5 units per acre), will result in an increase in residential density, and is expected to result in additional home-ownership units across the price spectrum. Specifically, six of the 50 residential units will be deed-restricted for-sale units, and the other 44 units at Trails at Westlake will have smaller lots and home sizes compared to other nearby residential units. The six deed-restricted units will be governed by regulations related to Broomfield’s Inclusionary Housing Ordinance for the 30-year required period. The sale price of the other 44 units in Trails at Westlake and Westlake Farms will be market-determined.

Further, as the proposed development will provide 12% of the units as income-aligned restricted housing, Broomfield will be providing waivers for a portion of the permitting fees consistent with Broomfield Municipal Code 17-76-040, Incentives for On-Site Compliance.

While the proposed development is consistent with the assumed land use activity for this property, there is a negative annual fiscal impact of \$107,350 annually resulting from this proposed development. This is typical of most new residential developments.

Zoning, Status of the Development Area, and Prior Concept Plan Review

Zoning

Westlake Farms (the western property) is zoned PUD. Per the PUD Plan for Westlake Farms, residential uses and related uses are permitted. The two properties associated with The Trails at Westlake application (the eastern property) are zoned A-3 (A) Adams County legacy zoning and R-PUD. A-3 (A) permits residential and agricultural uses, including dryland or irrigated farming, pasturage, and other related food production activities. This property is proposed to be rezoned to Planned Unit Development (PUD) and added to the existing Trails at Westlake PUD Plan through an amendment to the PUD plan. The rezoning and PUD plans collectively propose 50 new detached residential units. The proposed residential land use is consistent with the Comprehensive Plan land use designation for the properties.

The two proposed PUD Plans specify development regulations, including building height, density, setbacks, permitted uses, and design criteria. The proposed PUDs for both The Trails and Westlake Farms have established a maximum density of 4.2 dwelling units per acre (du/ac), a maximum height of 31.6', and identified setback requirements. For comparison, the existing Trails at Westlake PUD Plan (north of the eastern parcel) established density at approximately 9 du/ac. Whereas, Westlake Village, Filing No. 1 (south of the eastern parcel) established density at approximately 3.4 du/ac. The Westlake Village, Filing No. 2 subdivision to the east of the eastern parcel, has a density of approximately 2.97 du/ac.

The SDP and PUD Plans also identify the proposed variances from the Broomfield Municipal Code, which are discussed in more detail under the "Variances" subheading below.

Status of the Development

The western property - Westlake Farms - is currently vacant. Immediately to the east is a residence that utilizes a private driveway to enter and exit the property directly from Lowell Boulevard. A portion of this drive is proposed to be shared with the western portion of the proposed development. To the east, the properties associated with The Trails at Westlake contain older farm and ranch outbuildings, including a mobile home, barn, lean-to, cowhand shed, and two farmhouses. A dirt drive that shares the private driveway currently provides access to the farm property from Lowell Boulevard. This private drive will not be used for access into the 43-lot subdivision. The new access to the western subdivision will be provided from Misty Court and Lowell Boulevard. The existing dirt drive will provide access to the existing trail that currently dead ends at the western portion of the proposed 43-lot subdivision.

Concept Review

Concept reviews for these sites were completed for The Farm at Westlake (now known as the Trails at Westlake) and Westlake Farms. The agenda memorandum for the Trails at Westlake is linked under "Prior Council Actions" above. The Broomfield Voice comments from the City Council and LURC are also linked under the "Prior Council Actions" above.

Comments provided from the residents, members of the Planning and Zoning Commission (now the Land Use Review Commission), and City Council during the September 29, 2020, study session, included concerns about traffic impacts, the smaller lot sizes and the reduced setbacks, the detached sidewalks, compatibility with the surrounding neighborhoods, drainage impacting the neighborhood to the south, and the proposed

alley. The development application shows that the developer changed the proposed subdivision in the following ways:

- Removed one lot along the western side of the development,
- Removed the flag lot at the southeast corner,
- Placed three lots on the west side of the cul-de-sac,
- Removed the alley that ran east/west and would be visible from the existing South Park and attached the sidewalk, which eliminates the landscape strip,
- Removed the trail segment that ran north/south at the easternmost side of the development and incorporated it into the subdivision.

The concept plan from 2020 is shown in the image below.



Concept Plan (North is up)

Similar to the Trails at Westlake concept plan, the Westlake Farms 7-lot concept plan received comments from the City Council and a member of LURC concerning the lot size, setbacks, and the splintered public lands. It was also noted that it is important to ensure that secondary access is accepted by the North Metro Fire Rescue District.

Area Context

The proposed 43-lot subdivision - The Trails at Westlake Filing No. 6 - is bounded to the north, south, and east by The Trails at Westlake Subdivision, with the 13.37-acre Trails at Westlake Park immediately to the north. The Pinnacle North residential subdivision is immediately to the north and west. These adjacent properties are developed as single-unit residential lots.

The proposed 7-lot subdivision - Westlake Farms - is immediately east of Lowell Boulevard and the Paul Derda Recreation Center. To the north is Misty Street and the Pinnacle North subdivision and to the south is the Westlake Village subdivision. An improved residential lot is immediately to the east, which is accessed

via a private drive directly from Lowell Blvd. This private drive will remain and is discussed in more detail under the "Vehicular Access, Circulation, and Parking" section of this memorandum.

The map below shows the project locations within the context of the neighborhood.



Project Location - Eastern Property and Western Property

Surrounding Land Uses

The Trails at Westlake

	ADJACENT USE / ZONING	COMPREHENSIVE PLAN DESIGNATION
North	R-PUD / Park	Open Lands
South	R-1 PUD/ Low-Density Residential	Residential
East	R-1/PUD / Low-Density Residential	Residential
West	PUD/ Low-Density Residential	Residential

Westlake Farms

	ADJACENT USE / ZONING	COMPREHENSIVE PLAN DESIGNATION
North	PUD / Low-Density Residential	Residential
South	R-1 PUD / Low-Density Residential	Residential
East	PUD / Low-Density Residential	Residential
West	PUD/Park/Recreation	Public/Quasi Public

Current Application - Detailed Description and Staff Review

Project Description

The subject proposal is for a rezoning, PUD Plan, PUD Plan amendment, two Final Plats, and two Site Development Plans to allow a 50-lot single-unit residential development.

Eastern Property

The Trails at Westlake includes two parcels comprising 9.7 acres of land. The final plat will subdivide two properties - one 1.55-acre tract that is currently zoned R-PUD and one 8.15-acre parcel that is currently zoned A-3 (A). The subdivision plat will create 43 new lots, a 1.79-acre public park and tracts for trails and stormwater detention. Trail segments will also be constructed in the subdivision, providing connections to the existing park and trail system to the north, south, and southeast. The 1.55-acre tract is a part of the Trails at Westlake PUD Plan. The 8.15-acre unplatted parcel will be added to The Trails at Westlake PUD Plan through the proposed PUD second amendment.

The larger parcel contains historic (older than 50 years) structures that were surveyed by an architectural historian. The survey provides historic information about the property and descriptions of the structures. It also evaluates the structures to determine if they are historically significant. The Historic Landmark Board reviewed the results of the survey, which indicated the property was not eligible to be listed as a local or state landmark, and provided acceptance with a request that the developer include an interpretive sign along a trail segment that will provide history of the site. The developer is proposing demolition of the structures, but has also indicated that they will construct the picnic pavilion and finish it using some of the building materials taken from the cowhand structure. This commitment is included in the subdivision improvement agreement (SIA).

Western Property

The Westlake Farms final plat will subdivide a 1.84-acre lot into seven single-unit residential lots with three tracts for common landscaped areas and a stormwater detention pond. An existing trail that was constructed as a part of the Pinnacle North subdivision will provide connections to the newly constructed trail system to the east.

Collectively, the proposal designates six of the 50 residential homes to meet the income-aligned housing requirements. These units will be constructed entirely within the 43-lot subdivision - The Trails at Westlake.

The developer has indicated that the same homeowners' association (HOA) will govern these subdivisions, and they will share the same amenities. Although the properties are close to each other, they are not completely adjoining, except for the strip of land that provides a trail connection at the northern portion of the two developments. If the properties were adjoining, they would be developed together via one plat. Since the properties are not contiguous, and are subject to existing, distinct prior approved plans, the proposal consists of two separate applications, plan sets, and agreements. However, since a single developer is planning to develop both properties, and they intend to have a single HOA govern both, this memo addresses this proposal as a single development.

The proposed site development plans capture the architecture, landscaping, park, and other improvements associated with the residential infill development. The applicant has included landscaping, wayfinding signage, picnic benches, and a pavilion along the trail segment within the proposed 1.79-acre park. Sustainability initiatives include drought-tolerant landscaping with homes offering solar-ready and electric-ready connections. Pedestrian connections are proposed, including trails that connect from the neighborhood to the west, north, and south.

Background/Base Data

	Trails at Westlake	Westlake Farms
PROPERTY LOCATION	South of Misty Dr and East of Lowell Blvd	South of Misty Dr and East of Lowell Blvd
PROPERTY SIZE	(Trails) 9.70 acres (+/-)	(Westlake Farms) 1.84 acres (+/-)
CURRENT ZONING	R-PUD and A-3 (A)	PUD
PROPOSED ZONING	PUD for Residential (43 units)	PUD Amendment for Residential (7 units)
CURRENT LAND USES	Vacant and Farm/Ranch	Vacant
PROPOSED LAND USES	Single-unit Residential & Park	Single-unit Residential
COMPREHENSIVE PLAN DESIGNATIONS	Residential	Residential

Rezoning

Eastern Property

The proposal includes a rezoning of an 8.15-acre parcel from A-3 (A), (Agricultural 3 legacy Adams County zoning) to Broomfield's Planned Unit Development (PUD) zone district. The PUD zoning district allows for customized development standards to provide opportunities for innovative design. A PUD Plan amendment, The Trails at Westlake PUD Plan 2nd Amendment, is included with the application for the 8.15-acre parcel to permit 43 lots and the associated residential development standards for the property.

Western Property

The Westlake Farms PUD Plan, 2nd Amendment, is also included with the application. It permits seven residential lots and associated development standards similar to those established for The Trails at Westlake.

Site Layout

The proposal is for 50 detached residential units, a new park, and trails, collectively creating a new residential development. The Westlake Farms subdivision, to the west, will be comprised of seven residential lots, while The Trails at Westlake, to the east, will contain 43 residential lots.

Westlake Farms will be accessed via Misty St to the north, with a secondary right-in-right-out shared private drive from Lowell Blvd to the south of the seven lots. The Trails at Westlake will be accessed via the existing Briarwood Dr to the north and Julian St to the south. The 43-lot subdivision will be an infill development. The 43 lots generally run east/west, parallel to the width of the property. A cul-de-sac is located on the northeast side of the subdivision. Trails will connect to the existing Westlake Park to the north and the existing trail system to the south and west. Both of these subdivisions meet the minimum requirements of 40% private open area for residential development.

The Trails at Westlake includes a 1.79-acre park with a trail, landscaping, benches, and a picnic pavilion. The park and trail will be owned by the homeowners' association and open to the public. Westlake Farms includes an existing trail to the north of the neighborhood. Additional pedestrian connections are shown throughout the sites with attached sidewalks.



Site Plan for the Eastern Property - Trails at Westlake - North is at the top



Site Plan for the Western Property - Westlake Farms - North is at the top

Final Plats, Off-Site Easement, and Public Land Reimbursement

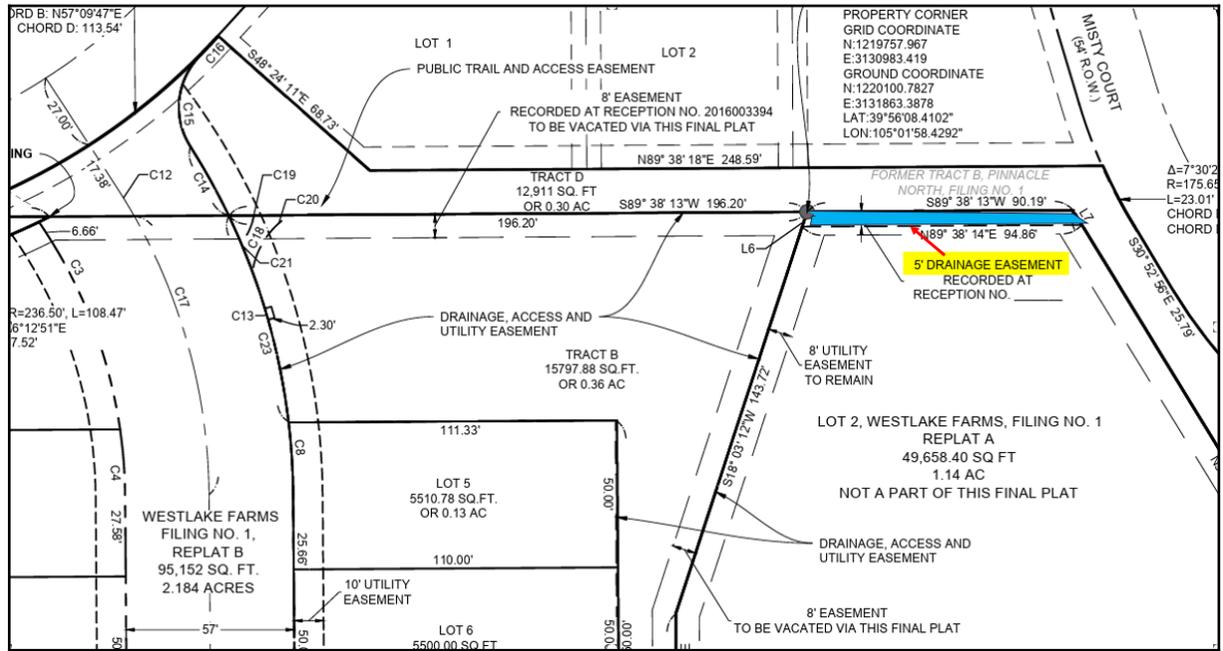
The application includes two final plats.

Eastern Property - The Trails at Westlake Filing No. 6 final plat will combine Tract A, Westlake Village Filing No. 1 Amended, a 1.55-acre tract, with an unplatted 8.15-acre parcel and then subdivide said acreage into 43 residential lots and four tracts. The final plat will also vacate easements, establish necessary new easements, and dedicate public right-of-way for streets.

Western Property - Westlake Farms Filing No. 1 Replat B will combine Pinnacle North, Filing No. 1, Block 2, Tract B, with Westlake Farms Filing No. 1 Replat A, Lot 1, and subdivide said properties into four tracts and seven residential lots. The plat will also establish and vacate necessary easements and dedicate public right-of-way for a public street.

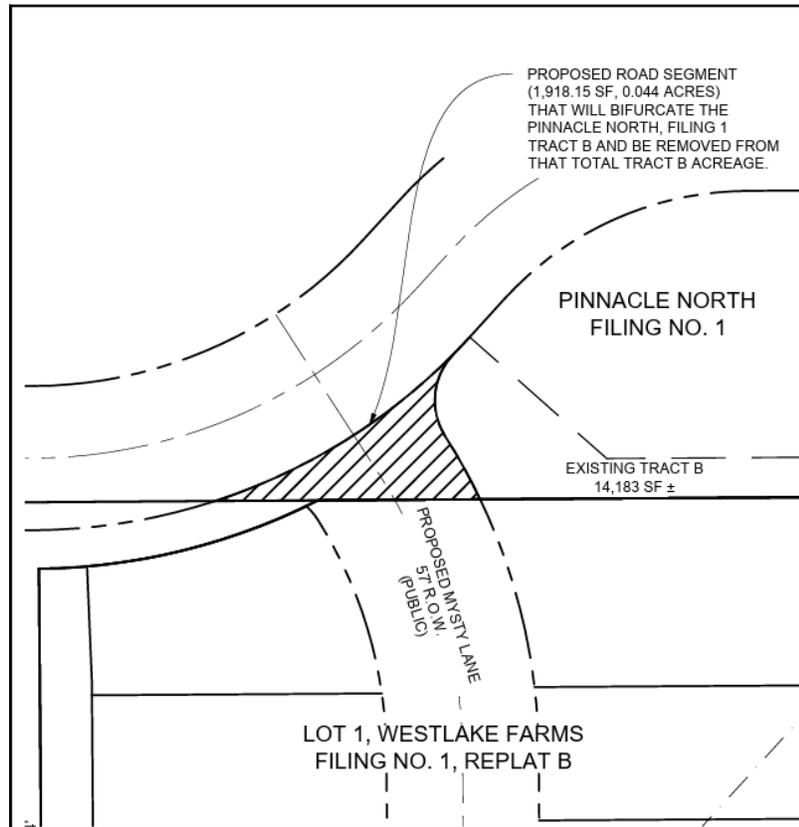
Off-Site Easement - As part of the development review for the western property, the review of the drainage report and plans identified the need for an off-site, five-foot drainage easement over the property immediately east of the subject property. Broomfield staff has notified the developer that they will need to provide Broomfield with the fully executed easement agreement between the developer and the property owner at 13200 Lowell Boulevard (Westlake Farms, Filing No. 1 Replat A, Lot 2). As currently designed, the development is relying on conveyance of a portion of the drainage through the adjacent, privately owned lot to the east and therefore requires consent from that property owner for use of their property for this purpose. This required easement is addressed in the SIA, discussed in the Drainage and Key Issue sections below, is included as a condition on Resolution No. 2025-113 and is depicted in blue in the following exhibit for reference:

The Trails at Westlake, Filing No. 6 and Westlake Farms, Filing No. 1 Replat B
 Prepared by: Judy Hammer, Principal Planner



Off-Site Five-Ft Drainage Easement (highlighted in blue)

Public Land Reimbursement - The original plat for the Pinnacle North subdivision dedicated public land, which included Tract B, a 0.36-acre parcel containing a public trail. The proposed final plat will remove 0.044 acres of land from said tract, which will be used for the public road that will connect to Misty St and provide access into the 7-lot subdivision. The applicant will reimburse Broomfield \$7,891 for the loss of this prior land dedication. This reimbursement requirement is captured in the SIA and will be collected at the time of issuance of the first Engineering Construction Permit. The development will include a trail segment that will connect to the sidewalk along Lowell Blvd. It will connect to the trail system that will be built as a part of the Trails at Westlake Filing No. 6. The drawing below shows how the existing tract will be subdivided for the right-of-way.



Right-of-Way Segment

(Diagonal Hatched Area Removed from Broomfield PLD and added to Broomfield roadway ROW)

Income-Aligned Housing

Per the requirements of the Broomfield Municipal Code, TriPointe Homes will construct six (or 12%) income-aligned residential units within the 50-lot residential development. When calculating the total number of residential units required, both the 7- and 43-lot subdivisions were counted together. The for-sale, detached homes will be interspersed throughout the 43-lot neighborhood. Income limits are published annually by the U.S. Department of Housing and Urban Development (HUD). The six units will be set aside for buyers who, based solely on an income test, earn not more than 100% of the Broomfield County area median income as published annually by the Colorado Housing and Finance Authority (CHFA).

Staff prepared a memorandum of understanding, a rental covenant, and a SIA outlining the terms of the affordability of the units. These documents will be recorded with the approved development plans.

Vehicular Access, Circulation, and Parking

Eastern Property - Trails at Westlake's vehicular ingress and egress points will be off existing Briarwood Dr to the north and Julian St to the south. A new road - Julian Ln - will run east/west and is proposed to be 36 feet wide with attached 6-foot sidewalks. The street and sidewalk layout is similar to the Westlake Village neighborhood that surrounds the site to the north, south, and east. At its eastern terminus, Julian Ln will turn north into Hazel Ct, which will dead-end at a cul-de-sac to be constructed at the northeast side of the subdivision for emergency service turnaround. "No Parking" signs will be installed at the cul-de-sac's west side to allow for unimpeded vehicular turnaround.

Western Property - Westlake Farms will be accessed via Misty St with a secondary, right-in, right-out, one-way, westbound shared private drive exit onto Lowell Blvd. The proposed private drive has been reviewed

by Traffic Engineering and North Metro Fire Rescue District, and it has been determined to meet all safety requirements. The existing residence to the east will share this private drive. The developer will install bollards at the easternmost end of the private drive to preclude vehicular access to the 43-lot Trails at Westlake subdivision, since the drive is not designed to function as a through street. The segment of the private drive that will be used by the residents of the 7-lot subdivision will be owned and maintained by the HOA. The property owner of the eastern lot will continue to maintain the portion of the private drive that extends along their southern property boundary.

A traffic report for each subdivision was included with the application materials and has been reviewed and accepted by the Traffic Engineer. Based on the provided traffic report, the new and existing roadways will have sufficient capacity to accommodate the additional trip generation anticipated with this new development. The study's primary recommendation and conclusion is that the current infrastructure and traffic controls are adequate for the anticipated traffic. No specific mitigation measures are recommended; however, the developer will add signage along Misty Street, to the north of the 7-lot subdivision's access, that notifies drivers of a reduced speed, a hidden intersection, and a pedestrian crossing.

Both subdivisions include variance requests to reduce the right-of-way widths to allow for attached sidewalks, rather than the typical detached sidewalks. The attached sidewalks will match the existing neighborhoods. TriPointe has indicated that the additional lots associated with a compact development also help to provide for six income-aligned detached housing units to be constructed within the Trails at Westlake. The variance is also summarized in the Variances section below.

For both subdivisions, parking will be available on-street outside of designated "No Parking" signs, on the driveways, and inside the attached two-car garages for each residential unit. The Trails at Westlake provides 172 parking spaces, including 86 attached garage spaces and 86 driveway spaces. Westlake Farms will provide 14 attached garage parking spaces and 14 driveway spaces. The application complies with Broomfield's parking requirements, which are 2 spaces per single-unit residential dwelling.

The development will include electric vehicle (EV) parking consistent with the Broomfield Municipal Code, including 50 EV-ready spaces inside each of the attached garages. These electric vehicle charging stations are required by the State Model Electric Ready and Solar Ready Code. Bicycle parking is not required for single-unit residential dwellings, per the Broomfield Municipal Code.

Open Space Acquisition

During the LURC hearing, residents voiced interest in Broomfield acquiring this property for open space purposes. The following addresses this public comment.

The eastern parcel is identified in the [2005 Open Space Map for Acquisitions](#), the [2005 Open Space and Park Acquisitions](#), and on the 2025 Parks Map for Acquisitions. The site is valued for the potential trail connections that would connect parks on either side of the property and the existing stand of Cottonwood trees that provide natural beauty and habitat for wildlife. In 2003, 2008, and 2016, efforts to contact the owner at that time occurred. In 2009, staff was able to contact the owner concerning a wildlife issue. In 2022, Kristan Pritz, Director of Open Space and Trails, noted that she had asked Planning staff for the contact information for the current owner. The representative for The Farm at Westlake, LLC indicated he would be submitting new plans shortly and preferred to continue with the development review process. Broomfield typically pursues land acquisition with a willing/interested seller. In this case, given the owner's preference to proceed through the development process, no additional inquiries were made. Once a project has submitted a formal development review application, land acquisition is typically not pursued.

Wildlife and Environmental Study

Per the requirements of the formal development review process, an environmental report associated with both properties was completed by a biologist from ERO Resources Corporation. Key findings highlight the presence of an active prairie dog colony, which can also serve as habitat for burrowing owls. The report indicates that owl clearance surveys should be conducted from March 15 through October 31 before construction or prairie dog management activities begin.

Red-tailed hawks were also observed on the site. ERO recommends that a nest survey be conducted within one week before construction to determine if any active nests are present in the project areas or if they can be avoided. If any are identified in or near the project areas, activities that affect the nests should be restricted. Tree removal, grading, etc, should be conducted in the non-breeding season to avoid disturbing active nests or to avoid a “take” of the migratory bird nests in the project areas. Coordination with Broomfield’s Open Space and Trails staff will occur prior to construction to minimize disturbance for area wildlife. Additionally, any removal of a nest needs to be coordinated with Broomfield’s Open Space and Trails staff to ensure that all applicable laws are met and the nest is inactive.

During the Land Use Review Commission hearing, residents voiced concern about the displacement of wildlife as a result of this development. Residents indicated that they have observed prairie dogs, coyotes, foxes, owls, and other birds of prey.

As is required for all construction, a 20-Day Environmental Clearance Letter will be required based on a biologist’s observations at the site within 20 days of the first day of construction. This is a standard part of Broomfield’s development process to ensure the updated survey verifies if any conditions related to wildlife or environmental concerns have changed between the first visits and when construction is expected to begin. This future 20-Day Letter will be reviewed by staff, and recommendations found in the report will be followed.

Transit Access and Walkability

The subject proposal includes the construction of sidewalk and trail segment connections. The site is located within walking distance of recreation facilities such as Paul Derda Recreation Center, Willow Grove Park, Westlake, Trails South Park, and the Broomfield County Commons. The trail segment that will be completed as a part of the Trails at Westlake subdivision will provide connectivity from the Westlake Village subdivisions to the north and south, and to the existing sidewalks that run parallel to Lowell Blvd.

While there are no RTD fixed-route transit routes that serve this area, public transit services include RTD FlexRide, available to all ages and abilities, and the Broomfield EasyRide, which is available to adults over 60 and individuals with a disability who are over 18. These transit options both provide wheelchair-accessible vehicles and may help provide access to places of employment, medical appointments, nutrition, day services, and general errands, as available. Both of these transit services are on-demand transit, where scheduling pick-up and drop-off locations and times are necessary to secure a ride and may not be available on short notice. The RTD Route 120 along W. 120th Ave includes a designated bus stop along W. 120th west of Lowell Blvd, approximately 1.5 miles away.

Public Land Dedication (PLD)

The Broomfield Open Space, Parks, Recreation and Trails (OSPR) Plan outlines the recommended PLD requirements for new residential projects. The PLD is calculated at 24 acres/1000 residents. The total PLD obligation is 3.52 acres, and the method for meeting the obligation is outlined in the PLD Table on the cover sheet of the SDP. Based on the gross residential land area of the development, the project is required to provide a minimum onsite dedication of 2.31 acres (20% of 11.54 gross site acreage). The improved 1.79-

acre public park and other common areas, such as trail corridors, will include a public access easement to ensure the areas are open to the general public for use. Due to the size of these parcels, they will remain in private ownership and will be privately maintained. These areas total 2.46 acres of on-site PLD credit by way of easement dedication. There is a balance PLD requirement of 1.07 acres, which may be met by dedication or cash in lieu. When a project's minimum on-site PLD obligation is satisfied, the remainder of the PLD obligation will be paid at the standard rate in effect at the time of permit issuance (currently \$86,000 per acre but subject to change). The current estimated cash-in-lieu obligation is \$92,020. The Open Space and Trails Advisory Committee and the Parks, Recreation, and Senior Services Committee have reviewed the proposal and have no concerns.

Architecture

The subject proposal features three detached residential models that utilize a coordinated architectural design and neutral color scheme. The house models feature asphalt shingle-pitched roofs, attached two-car garages, wood siding, and stone and brick veneer. The maximum building height will be 31.6'. The two-story buildings are consistent with existing homes in the surrounding neighborhoods and comply with the maximum allowed building height of 33' for PUD-zoned properties.



View of Streetscape with Architecture

Landscaping

The proposed landscape plans primarily incorporate native drought-tolerant landscaping and xeriscaping throughout. The existing trees on the Trails at Westlake property were surveyed since trees, including cottonwoods, will be removed for the development. The tree survey was reviewed and accepted by the Broomfield landscape architect. Per the Broomfield Tree Preservation Plan, the applicant will be required to provide tree mitigation to offset the trees removed. Eighteen trees will be removed and are subject to tree mitigation. An additional 70 trees that will be removed and not replaced are dead, a prohibited species (i.e., Siberian Elm and Russian Olive) or an invasive species, and therefore are not subject to tree mitigation. This proposal complies with the Broomfield Tree Preservation Plan requirements.

The Westlake Farms plan proposes landscaping with a double tree row along Lowell Blvd and plantings interspersed throughout the 7-lot subdivision. Per the Broomfield Tree Preservation Plan, the existing trees on the Westlake Farms property were also surveyed, which was reviewed and accepted by the landscape architect. Per the Tree Preservation Plan, the applicant will be required to provide tree mitigation to offset the trees slated for removal. Nineteen trees will be removed and are subject to tree mitigation. Nine trees that are dead, under 4 inches in diameter at breast height, and/or prohibited (Green Ash and Siberian Elm), are not subject to tree mitigation and are not required to be replaced. This proposal complies with the Broomfield Tree Preservation Plan Requirements.

Neither subdivision has enough area for the required number of trees along street frontages due to the compact design of the lots and the attached sidewalks that eliminate areas usually set aside for tree lawns. The developer will provide tree mitigation in the form of plant material and installation labor in Trails Park North, Trails Park South, Willow Park, and Cottonwood Park. Tree mitigation will be a minimum of 38 inches of trees for Westlake Farms and a minimum of 145 inches of trees for the Trails at Westlake. Tree mitigation requirements are captured in the SIA. The following table summarizes the equivalent of inches to trees.

Tree Mitigation Inches to Trees			
Subdivision	Tree Lawn Requirement per the BMC (with detached sidewalk)	Tree Removal Mitigation per the BMC	Meets BMC Requirements
Trails at Westlake	1 tree per 40 linear feet	145 inches removed = 73 trees (min) at 2-inch caliper	Yes
Westlake Farms	1 tree per 40 linear feet	38 inches removed = 19 trees (min) at 2-inch caliper	Yes

The proposed tree mitigation and the landscape design for both projects have been reviewed by Broomfield’s landscape architect and the Parks and Recreation Department. Landscape design has been determined to be appropriately placed, well-suited to the project site, and consistent with the Landscape Code. Variances to the street tree requirements are captured under the “Variance” subheading in this staff report.

Detention and Grading

The Engineering Division reviewed and accepted the proposed design and placement of the detention ponds described below.

Eastern Development - Trails at Westlake

The developer proposes constructing a stormwater detention pond at the southern portion of the site. The pond is designed to mitigate flooding due to storms ranging from the 2-year storm to the 100-year storm and the additional runoff that will occur due to the new development, in addition to improving the water quality. The site naturally drains towards a channel running through the center of the property. On-site drainage will be designed to flow overland to swales and into streets, where it will be captured by the roadside curb and gutter and conveyed to inlets and storm drains, ultimately flowing into the stormwater detention pond.

The proposed detention pond includes an emergency spillway designed to activate only during extremely rare storm events (greater than the 100-year storm). The emergency overflow will follow the natural drainage path southward through the existing 500-year, unregulated floodplain before reaching the public right-of-way at King Circle.

The drainage design meets the City of Broomfield’s Engineering Standards and the Federal Emergency Management Agency’s (FEMA) “No Adverse Impact” approach for drainage design.

Western Development - Westlake Farms

The developer is proposing to construct a detention pond at the northeast corner of the 7-lot subdivision within a tract of land that will be owned and maintained by the HOA. Landscaping will be planted along the east side, which is out of the detention pond basin. Drainage will generally flow overland and into the streets, where it will be captured by roadside curb and gutter and conveyed into inlets and storm drains, ultimately flowing into the detention pond that will be constructed at the northeast corner of the

development. As discussed under the “Final Plat” subheading above, a five-foot drainage easement over the adjacent lot to the east, which is not a part of this development, will need to be fully executed and provided to staff before recordation of this final plat. This is identified as a key issue below and is a recommended condition of approval for this application.

Variations

The project includes a request for variances from the Broomfield Municipal Code, allowing for a custom development plan to achieve a higher density, which will help to offset the cost of meeting Broomfield's income-aligned housing requirements. Generally, both developments included a proposed reduction in street tree density and additional allowances for architectural encroachments into side and front setbacks. Additionally, the applicant is seeking variances to right of way width and sidewalk placement from the Engineering Standards and Specifications.

The Trails at Westlake, the eastern parcel, included a request for the following variances:

VARIANCES				
	BMC/PUD REQUIREMENT	VARIANCE REQUESTED	LOCATION ON SITE PLAN	JUSTIFICATION
RIGHT-OF-WAY	57'	54'	ALL LOCAL STREETS	•TO OPTIMIZE THE USE OF EXISTING OR PLANNED INFRASTRUCTURE
SIDEWALKS	5' DETACHED	6' ATTACHED	ALL LOCAL STREETS	•TO BE CONSISTANT WITH EXISTING SIDEWALKS.
RIGHT-OF-WAY TREES	1/20 LINEAR FEET	1/40 LINEAR FEET	ALL LOCAL STREETS	•LIMIT TREE DENSITY ALONG ROADWAYS TO PROMOTE HEALTHIER GROWTH OF PROVIDED TREES.
ENCROACHMENTS	NO PORTION OF ANY STRUCTURE, INCLUDING EAVES, OVERHANGS, PROJECTING WINDOWS, FIREPLACES, CANTILEVERS, OR ANY OTHER PART OF A DWELLING, SHALL ENCROACH ONTO THE SIDE YARD.	SIDE AND FRONT SETBACK ENCROACHMENTS ARE ALLOWED FOR EAVES, WINDOW WELLS, DOWNSPOUTS, GUTTERS, AND AC CONDENSERS. ENCROACHMENTS SHALL CONFORM TO THE CURRENT BUILDING CODE.	ALL LOTS	•ALLOWS FOR FLEXIBILITY IN EXCHANGE FOR QUALITY HOUSING PRODUCTS.

Westlake Farms, the western parcel, included a request for the following variances:

VARIANCES				
	BMC/PUD REQUIREMENT	VARIANCE REQUESTED	LOCATION ON SITE PLAN	JUSTIFICATION
SIDEWALKS	5' DETACHED	6' ATTACHED	ALL LOCAL STREETS	•TO BE CONSISTANT WITH EXISTING SIDEWALKS.
RIGHT-OF-WAY TREES	1/20 LINEAR FEET	1/40 LINEAR FEET	ALL LOCAL STREETS	•LIMIT TREE DENSITY ALONG ROADWAYS TO PROMOTE HEALTHIER GROWTH OF PROVIDED TREES.
ENCROACHMENTS	NO PORTION OF ANY STRUCTURE, INCLUDING EAVES, OVERHANGS, PROJECTING WINDOWS, FIREPLACES, CANTILEVERS, OR ANY OTHER PART OF A DWELLING, SHALL ENCROACH ONTO THE SIDE YARD.	SIDE AND FRONT SETBACK ENCROACHMENTS ARE ALLOWED FOR EAVES, WINDOW WELLS, DOWNSPOUTS, GUTTERS, AND AC CONDENSERS. ENCROACHMENTS SHALL CONFORM TO THE CURRENT BUILDING CODE.	ALL LOTS	•ALLOWS FOR FLEXIBILITY IN EXCHANGE FOR QUALITY HOUSING PRODUCTS.

Recent BMC Code Changes Related to PUD Districts

On August 12, 2026, the City Council adopted Ordinance No. 2275 which modernized zoning standards related to the existing R-3, and R-5, and PUD residential districts and created a new R-7 zone district for future higher density housing. For PUD districts, the key change was that it removed the Uniform Development Standards associated with medium density developments that were typically applied to PUD-zoned developments. Therefore, based on the code requirements that are now in effect, the applicant does not need to request a variance for the minimum lot size, width, or side and front yard setbacks from the Uniform Development Standards. The variance tables on the PUD plans were updated by the applicant after the LURC hearing to reflect adoption of the ordinance.

Staff is providing a comparison of the proposed development standards included in these applications to the newly adopted R-3 standards.

PROPOSED DEVELOPMENT STANDARDS	ORDINANCE NO. 2275 Minimum Standards R-3	
Trails at Westlake (Eastern Property)		
Lot Size	4,141 sf	1,125 sf
Lot width (interior, minimum) Lot width (street corner, minimum)	45 ft (all interior lots) 50 ft (all corner lots)	15 ft (interior) 40 ft (corner)
Front Yard setback	15 ft	10 ft
Side Yard setback (interior) Side Yard setback (corner)	5 ft 9 ft	5 ft (detached or end units)
Westlake Farms (Western Property)		
Lot Width (street corner minimum)	50ft	40 ft
Front Yard Setback	15 ft	10 ft
Side Yard Setback (interior) Side Yard Setback (corner)	5 ft 5 ft	5 ft (detached or end units)

All other variance requests related to the reduced public ROW, trees, sidewalks and encroachments remain in effect.

Sustainability

The project narrative has indicated that the developer has incorporated various sustainability elements to help further the City and County of Broomfield's goals in a more environmentally friendly development, as listed below:

- The infill development will offer homes with solar-ready, electric-vehicle-ready, and electric-ready capabilities.
- Low-water native and xeric plantings will be incorporated throughout the development. Minimal turf grass will be included, and pollinator plantings will be provided throughout.
- Low-flow faucets and LED lighting will be installed in all of the homes.
- The infill site provides a walkable and bikable distance to and from schools, the Paul Derda Recreation Center, and Broomfield County Commons.

School Impacts

The proposed development is located within the Adams 12 Five Star Schools and will be served by Centennial Elementary, Westlake Middle, and Legacy High School. Children living in this development can walk to each of these schools via a combination of sidewalks and trails. The Adams 12 Five Star Schools has reviewed the proposals for the 7-lot and 43-lot subdivisions and indicated all three schools have sufficient capacity to accommodate new students anticipated from this development.

Subdivision Improvement Agreement

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

1.0 Special Provisions.

1.1. Completion of Public and Private Improvements.

1.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all public improvements listed in **Exhibit C** and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.

1.1.2. Private Improvements. Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable, the Developer shall complete all private improvements listed in **Exhibit C** and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping, unless other arrangements acceptable to the City have been made for the completion of the private improvements.

1.2. Inclusionary Housing. The Developer has voluntarily agreed to provide on-site affordable units as an alternative to paying the required fee in lieu as required by the City's Inclusionary

Housing Ordinance, BMC 17-76-010 et. seq., which on-site affordable units shall satisfy the City's inclusionary housing requirements. The Developer shall record the Memorandum of Understanding for Requirements and Procedures for For-Sale Inclusionary Housing Program at The Trails at Westlake Filing No. 6. The Developer shall also record a Subordinate Lien and Deed Restriction and Covenant Concerning Limitations on Resale Price and Buyer Income (the "Covenant") in a form acceptable to the City and County of Broomfield prior to the issuance of the first certificate of occupancy. The Developer will be required to provide a minimum of 12 percent of the units at an affordable rate equivalent to 100% of the Broomfield County area median income (or lower) as identified in the Colorado Housing and Finance Authority (CHFA) Colorado Income Limits and Maximum Rents for Developments with Housing Tax Credits and CHFA Single-family Loans for the Broomfield area, including six (6) units throughout The Trails at Westlake Filing No. 6 property at this rate for a minimum term of thirty (30) years. In the event that Westlake Farms, Filing No. 1, Replat B is not recorded within three years of the recording the Trails at Westlake Filing No. 6 due to the failure to meet the conditions of approval of the Westlake Farms, Filing No. 1, Replat B final plat, then in such event the Developer shall only be required to provide on-site affordable units including five (5) units or 12% of the 43 lots within Westlake Filing No. 6.

1.3. Tree Mitigation.

- 1.3.1. *Westlake Farms (7-lot subdivision).* The Site Development Plan establishes that tree mitigation is required for this subdivision. The Developer maintains that the trees required to meet tree mitigation requirements cannot be located onsite due to site constraints. The Developer agrees to provide the City and County of Broomfield Parks Division both the plant material and installation labor for a minimum of thirty-eight inches (38") of trees to meet the tree mitigation requirements as an alternative to planting onsite per B.M.C. 17-71-060. Prior to the issuance of the 7th building permit for the Property, or within 6 months of the 7th building permit issuance, if weather does not allow for installation of the required trees, the Developer shall coordinate with the City and County of Broomfield Forester and shall provide at a minimum of thirty-eight inches (38") of trees to be installed within the Broomfield properties listed below. The tree mitigation locations include public lands within the City and County of Broomfield and within one-half mile of the project site, including: Trails Park North, Trails Park South, Willow Park and Cottonwood Park. The City and County Forester may offer additional locations for the mitigation tree plantings at the time of installation.
- 1.3.2. *Trails at Westlake (43-lot subdivision).* The Site Development Plan establishes that tree mitigation is required for this subdivision. The Developer maintains that the trees required to meet tree mitigation requirements cannot be located on site due to site constraints. The Developer voluntarily agreed to provide the City and County of Broomfield Parks Division both the plant material and installation labor for a minimum of one hundred and forty-five inches (145") of trees to meet the tree mitigation requirements as an alternative to planting onsite per B.M.C. 17-71-060. Prior to the issuance of the 20th issuance of a building permit for the Property, or within 6 months of the 20th building permit issuance, if weather does not allow for installation of the required trees, the Developer shall coordinate with the City and County of Broomfield Forester and to provide at a minimum, seventy-three inches (73") of trees to be installed within the Broomfield properties listed below. The remaining seventy-two inches (72") of trees shall be provided and installed prior to the issuance of the final building permit or within 6 months of final building permit issuance, if weather does not allow for installation of the required trees. The tree mitigation locations include public lands within the City and County of Broomfield and within one-half mile of the

project, including: Trails Park North, Trails Park South, Willow Park, and Cottonwood Park. The City and County Forester may offer additional locations for the mitigation tree plantings at the time of installation.

- 1.4. Privately Owned and Maintained Drive. The Farm at Westlake Filing No. 1 Replat B contains Tract C which is a private drive. The Farm at Westlake Filing No. 1, Replat B, Tract C shall be owned and maintained by the Homeowners Association.
- 1.5. Offsite Utility Easements.
 - 1.5.1. *The Trails at Westlake (43-lot subdivision).* The Developer acknowledges that the proposed water system will need to be looped and connected to the north to the 6” water main on Frontier Ave. This water main can be accommodated within a 16-foot wide trail that is owned by the City and County of Broomfield, and it will also require a 4-foot utility easement to the west from the property situated at 3124 Frontier Avenue. This property has a 5-foot utility easement that allows the installation of water infrastructure. The Developer acknowledges that while this section of the water main will not require an additional easement, the Developer will work in good faith to inform the owner of 3124 Frontier Avenue of the future construction in this area and mitigation strategies to minimize impacts to this property owner. The Developer shall provide written documentation of their good faith efforts to inform the property owner prior to the issuance of the first Engineering Construction Permit.
- 1.6. Detention Pond Emergency Spillway. The Developer acknowledges that per the Preliminary Drainage Report and hydraulic modeling, the activation of the detention pond emergency spillway during major storm events and/or blockage of the primary outlet structure may result in discharge onto adjacent private properties. The Developer shall design and construct the emergency spillway system to safely convey stormwater flows through affected private properties to the public right-of-way in accordance with FEMA's No Adverse Impact methodology and applicable engineering standards. The Developer is responsible for implementing an enhanced inspection and maintenance program for the detention pond, including but not limited to more frequent scheduled inspections, regular removal of debris, and immediate remedial action to address any conditions that could impair the proper function of the outlet structure. After such an inspection and maintenance program is in place and approved by the City, the Developer shall be responsible for transferring such responsibilities to the local homeowners association for perpetual maintenance of the program. This enhanced inspection and maintenance program shall be documented within the Final Drainage Report.
- 1.7. Prairie Dog Relocation. The Developer acknowledges that there are prairie dogs within the Property and shall comply with the City's Prairie Dog Policy, as set forth in the Broomfield Municipal Code Chapter 6-48, prior to commencing construction. The Developer agrees to also include the prairie dogs that have migrated from the Property onto the Trails at Westlake public park in the relocation or wildlife recovery prairie dog project. As set forth in the City's Prairie Dog Policy, the Developer shall cooperate with the City to identify a relocation site if a suitable acceptable location can be found prior to commencing construction or trap and donate the prairie dogs to a wildlife recovery program. The Developer shall also provide a 20-day Environmental Clearance Letter confirming that any wildlife conditions have been mitigated and addressed prior to issuance of the first construction permit for the development. The Developer shall pay all prairie dog costs and fees in accordance with the Prairie Dog Policy prior to issuance of the first Engineering Construction Permit for the development.

- 1.8. Trail Improvements. At the time of development for The Trails at Westlake Filing No. 6, the Developer shall construct community trail segments that will connect to the existing public trail system to the north, south and west that are located on City and County of Broomfield property. The width and location of the trail shall be based on the dimensions shown on the Site Development Plan.
- 1.9. Public Land Dedication. The public land dedication obligation for this 50-unit residential development is 3.53 acres which may be met through a combination of on-site public land dedication and a cash-in-lieu fee. As set forth in the site development plans, the Developer shall improve 2.46 acres of land owned by the homeowners association (HOA) and used as a public park with a trail segment. The land dedication shall be met through a recorded public access easement to the City. Prior to the issuance of the first building permit for the Property, the Developer shall complete all Improvements for the public park on The Trails at Westlake Filing No. 6, Tracts A, per the approved Site Development Plan. Completion of public landscape and irrigation improvements may be deferred up to six months if delayed by weather. Tracts B, D, and E shall be improved with landscaping and trail segments prior to issuance of the 40th building permit for the Trails at Westlake Filing No. 6.

The remaining obligation of the public land dedication shall be satisfied via a cash-in-lieu fee (CIL) as set forth in the site development plan in the amount of \$92,020. The CIL fee shall be payable from the Developer prior to issuance of the first residential building permit.

- 1.9.1. Public Land Dedication Reimbursement. Tract B, Block 2, Pinnacle North Filing No.1 is a 0.36-acre parcel of land that was dedicated to Broomfield for a public trail and to meet a portion of the public land dedication requirement for the Pinnacle North development. The Westlake Farms Filing No. 1 Replat B Final Plat creates a 7-lot residential development and adds Tract B, Pinnacle North Filing No. 1 into the final plat. Tract B, Pinnacle North Filing No. 1 is renamed as Tract D, Westlake Farms Filing No. 1, Replat B. As a part of the Westlake Farms Filing No. 1, Replat B Final Plat, Tract D is further subdivided to allow for a public street to serve as primary access to the 7-lot subdivision. To reimburse Broomfield for the portion of public land (0.044 acres) that was removed for the public road, the Developer agrees to reimburse Broomfield \$7,891. The reimbursement is due prior to the issuance of the first Engineering Construction Permit.
- 1.9.2. Trail Amenities. The Developer agrees to construct a picnic pavilion at the northern terminus of the cul-de-sac on Tract A, the Trails at Westlake Filing No. 6 to provide for a transition into the existing Westlake Park. Said pavilion is subject to a building permit, which is required to be submitted to the Broomfield Building Division. The construction of the pavilion shall include materials from the existing historic structures and shall include an interpretive sign that discusses the history of the site. The content related to the interpretive sign shall be submitted to the Historic Landmark Board for review prior to the installation of the interpretive sign. The pavilion shall include a picnic table, benches, a trash receptacle, and dog waste station as more particularly described on the site development plan. The sign shall be installed and the pavilion shall be constructed prior to the issuance of the 25th building permit.
- 1.9.3. Trail Signage. The Developer shall install three (3) Trailhead Access signs; four (4) Off-Road Trail Information Signs; four (4) Off-road Decision Signs; four (4) Off-Road Turn signs; and one (1) Off-Road Trail Name Sign in accordance with the standards and specifications found in the [Broomfield Wayfinding Plan \(also known as the Broomfield Wayfinding System Report\)](#), which can be found on the Broomfield Open Space and Trails website (detailed specifications begin at approximately page 35). The

Developer shall purchase and install the signs no later than the issuance of the first building permit or within three months if delayed by weather or fabrication issues. The Developer shall be responsible for confirming the wording on the signs with the Broomfield Open Space and Trails (the “OST”) Department at the Construction Document Review stage of the project, as well as ordering and paying for the signs, and installing the signs.

Neighborhood Outreach and Communication

Eastern Parcel - On September 24, 2020, before the study session with the City Council, the developer hosted an initial neighborhood meeting regarding the proposed subdivision. Then again, on June 24, 2021, before the submittal of the formal development application, the applicant held the required neighborhood meeting regarding the proposal for the Trails at Westlake 43-lot neighborhood. A summary of the neighborhood meetings can be found linked below. During both meetings, the applicant provided a presentation and responded to questions. Concerns included impacts to the existing road network and the neighborhood with the additional traffic, impacts to the utility infrastructure, trail placement, the proposed alley (which was removed with the formal submittal), detached sidewalks, impacts to the wildlife (including prairie dogs) and the smaller lot sizes. In addition, there were community members in attendance who were supportive of the proposal.

Western Parcel - On June 26, 2024, the applicant held the required neighborhood meeting to review the details related to the Westlake Farms 7-lot subdivision and to get feedback on the project. Discussion and questions from the attendees included impacts to existing roads, access, and the existing driveway, impacts to wildlife, and concerns about the cost of the homes and the location of the detention pond.

Notes from the meetings are available below:

- [September 24, 2020, Trails at Westlake Meeting Summary \(in 2020 referred to as Farm at Westlake\)](#)
- [June 24, 2021, Trails at Westlake Meeting Summary](#)
- [June 26, 2024, Westlake Farms Meeting Summary](#)

The City and County of Broomfield's standard public notice requirements have been met for this case.

- Mailed postcards to all property owners within 1,000 feet of the two property parcel boundaries a minimum of ten days before the meeting to provide information about the public hearing.
- Posted signs on the properties a minimum of ten days before the meeting to advertise the public hearing.
- Published notice in the newspaper (Broomfield Enterprise) more than five days before the hearing.

Staff created two project websites for this two-part development on the Broomfield Voice platform for general information and public engagement. Staff provided general information and shared submittal documents on these pages throughout the technical review process. Those websites can be accessed at the following links: [Westlake Farms](#) and [Trails at Westlake](#). A compilation of the public comments and responses has been taken from this website and added to the [correspondence folder](#) for this application.

Staff Review of Key Issues

TriPointe Homes requests variances for both subdivisions that allow for a compact design and higher density, which they have indicated will support Broomfield's requirement to provide 12% (six units) of the for-sale units for income-aligned housing. The six units will be constructed within the Trails at Westlake. The applicant also indicates that these variances optimize the use of existing or planned infrastructure, and

provide for quality housing to accommodate sustainability and smart growth. Staff has identified the following key issues with the subject proposal:

- **Trails at Westlake - Variances for Reduction in Right-of-Way Widths, Allowance for Building Encroachments, and Right-of-Way Tree Placement** - The variances include reduced right-of-way widths to allow for attached sidewalks, and a reduction in the number of linear feet of street trees from one per 20 ft to one per 40 ft. Per the terms outlined in the SIA, the applicant will be required to mitigate tree shortages since the required number of trees cannot be accommodated on-site. They will provide materials and the labor for planting specified tree sizes (measured in caliper) off-site. The locations of the new trees are listed in the SIA. The attached sidewalks will match the existing sidewalk placement in the surrounding neighborhoods.
- **Westlake Farms - Variances for Reduction in Right-of-Way Widths, Allowance for Building Encroachments, and Right-of-Way Tree Placement** - The Westlake Farms subdivision proposes variances to a reduction in the right of way widths, building encroachments, and in the number of linear feet of street trees from one per 20 ft to one per 40 ft. Per the terms outlined in the SIA, the applicant will be required to mitigate tree shortages since the required number of trees cannot be accommodated on-site. They will provide materials and the labor for planting specified tree sizes (measured in caliper) off-site. The locations of the new trees are listed in the SIA. The attached sidewalks will match the existing sidewalk placement in the surrounding neighborhoods.
- **Five Foot Drainage Easement Agreement** - The proposed resolution includes a recommended condition of approval for the City Council's consideration. Based on the review of the drainage report and associated plans, the 7-lot subdivision development requires an off-site drainage easement to accommodate the drainage plan for that western subdivision. Therefore, Broomfield is requiring a fully executed five-foot drainage easement agreement by and between the developer and the property owner that is associated with Westlake Farms, Filing No. 1, Replat A, Lot 2. The fully executed easement should be secured by the Developer from the adjacent property owner and recorded prior to recordation of the final plat for the 7-lot subdivision.

Land Use Review Commission

On June 23, 2025, the Land Use Review Commission (LURC) held a public hearing concerning the proposed development. The Commission recommended denial by a vote of 5 to 2 with no conditions. Residents spoke during the hearing and voiced concerns about the development. The concerns identified by the LURC and residents can be summarized below:

- **Compatibility with the surrounding neighborhoods.** Several residents voiced concerns about the sizes of the lots as compared to their neighborhoods. The LURC stated at the hearing that they felt the lot sizes were not comparable to the existing neighborhoods. They indicated concerns about AC condensers encroaching into the side yard setbacks, the closeness of the homes to each other, and if property owners would be able to walk or take their lawn mower between the houses in the side yards. Tripointe Homes indicated that the density and lot placement reflect the current market expectations and the community housing demand while seeking to provide a thoughtful design, with architectural detailing.
- **Traffic impacts to the surrounding neighborhoods.** During the hearing, residents indicated that the road network in Westlake is fraught with motorists speeding through the neighborhood and not stopping at stop signs. They voiced concerns that there is not currently a stop sign at the Misty Street and Briarwood Drive intersection. As indicated earlier in this staff report, the developer submitted a traffic study that was reviewed and accepted by Traffic Engineering. The findings and recommended mitigations from that study can be referenced under the Vehicular Access, Circulation and Parking subheading. Based on comments received during the LURC hearing, the developer offered to install two stop signs at the Misty and Briarwood intersection, but the Traffic Engineer indicated that the intersection did not warrant those additional signs based on the Manual On Uniform Traffic Control Devices. A stop sign will be added just south of the 43-lot subdivision at the Julian Street and King

Circle intersection. The developer will also be implementing some additional improvements - three signs and street tree trimming to allow for better visibility - along Misty Street, just west of the proposed 7-lot subdivision.

- **Direct Access off of Lowell Boulevard to the 43-lot Subdivision.** Residents and the LURC questioned why the developer did not design a street that would provide direct access from Lowell Boulevard to the eastern parcel instead of the two connections from Briarwood Drive and Julian Street. In Tripointe Homes' response letter, they explain that additional right-of-way access would have needed to be negotiated with the property owner of the property that is between the two parcels, and the access from Lowell Boulevard would still have been right-in-right-out only. Also, the traffic impact study indicates that the existing roadway system and traffic controls are sufficient to accommodate the additional traffic from Briarwood Dr and Julian St generated by this proposed development.

Tripointe Homes has provided a response letter to comments received during the LURC hearing, which can be accessed via this link entitled "[Trails at Westlake Applicant Response](#)." The applicant also updated the PUD plans with respect to variance requests based on the City Council's adoption of Ordinance No. 2275.

Applicable Municipal Code Provisions

A public hearing is required. At the conclusion of the public hearing, the City Council reviews the application based on the following provisions of the Broomfield Municipal Code:

Final Plat Review Criteria

16-20-080 - Final plat; decision; city council.

Within thirty days of the conclusion of any public hearing conducted by the city council concerning a final plat, the city council shall adopt a resolution to approve, approve with conditions, or deny the final plat. The city council may also refer the final plat back to the land use review commission for further study. Once the city council issues a decision, the decision shall not be effective until fifteen calendar days after the date of the decision. No documents shall be recorded and no permits based on the decision shall be issued until after the fifteen day period has expired.

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.

PUD Plan Review Criteria

17-38-100 - PUD plan; hearing and notice; city council.

The city council shall hold a public hearing on the PUD plan. Notice shall be given in accordance with the provisions of chapter 17-52, B.M.C.

17-38-110 - PUD plan; decision; city council; recording.

- (A) Within thirty days of the conclusion of its public hearing on the PUD plan, the city council shall adopt a resolution of approval, disapproval, or referral back to the land use review commission for further study. Once the city council issues a decision, the decision shall not be effective until 15 calendar

days after the date of the decision. No documents shall be recorded and no permits based on the decision shall be issued until after the 15 day period has expired.

- (B) The PUD plan shall include a legal description of the real property within the boundaries of the PUD plan and a vicinity map showing the location in the city of the PUD plan, which shall be recorded in the office of the director of recording, elections, and motor vehicles.

17-38-120 - PUD plan; review standards.

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

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should be consistent with the master plan.
- (C) The proposal should identify and mitigate potential negative impacts on nearby properties, other areas of the city, and the city as a whole.
- (D) The proposal should identify and maximize potential positive impacts on nearby properties, other areas of the city, and the city as a whole.
- (E) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (F) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (G) The proposal should optimize conservation of energy, water, and other resources on a broad scale.
- (H) The land uses within the plan should be compatible with one another and with nearby properties.
- (I) The proposal should provide for open space at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (J) The proposal should adequately provide for an organization for ownership and maintenance of any common areas.
- (K) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.

17-38-130 - PUD plan; modification.

Any modification to an approved PUD plan requires the same review by the land use review commission and the city council as the original PUD plan.

Site Development Plans and Site Development Plan Amendments Review Criteria

17-38-220 - Review standards.

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

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should include any common areas serving the site, and adequate provisions should be made for the ownership and maintenance of such areas.

- (J) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
- (K) The proposal should be consistent with the approved PUD plan.
- (L) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

RESOLUTION NO. 2025-113

A Resolution Approving the Trails at Westlake Filing No. 6 Planned Unit Development Plan, Final Plat, Site Development Plan and Rezoning and Westlake Farms Filing No. 1 Replat B Planned Unit Development Plan Amendment, Final Plan and Site Development Plan

Recitals

Whereas, the owner, Integrity Transitions Real Estate and the Farm at Westlake and applicant, TriPointe Homes, submitted a development review application for a Planned Unit Development (PUD) plan, final plat, site development plan and rezoning of the Trails at Westlake Filing No. 6, and a PUD plan amendment, final plat, and site development plan for Westlake Farms Filing No. 1 relating to a new residential development across two non-contiguous parcels of land.

Whereas, a public hearing was heard by the Land Use Review Commission on June 23, 2025, at which time the Land Use Review Commission by formal resolution recommended denial of the proposal by a vote of 5 to 2.

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 September 9, 2025.

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 City Council and the case file is hereby incorporated into the record.
- B. That the hearing before City Council was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.

PUD and SDP Findings:

- C. The proposals are 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 proposals are in general conformance with the master plan.
- E. The proposals mitigate potential negative impacts on nearby properties, other areas of the city, and the city as a whole, subject to the conditions of approval being addressed.
- F. The proposal maximizes potential positive impacts on nearby properties, other areas of the city, and the city as a whole.

- G. The proposals contain adequate facilities for pedestrians, bicyclists, and motorists.
- H. The proposal contains adequate public improvements (both on and off-site) to be provided in a timely fashion.
- I. The proposals optimize conservation of energy, water, and other resources on a site-specific scale and on a broad scale.
- J. The land uses within the proposal are compatible with one another and with nearby properties.
- K. The proposals provide for open area at a rate of not less than 40% of the developable site in residential areas, which is in compliance with the Broomfield Municipal Code requirements for residential development.
- L. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- M. The proposed deviations from the Broomfield Municipal Code relating to private open areas, right of way width to allow for attached sidewalks, street tree requirements for landscaping, lot size, lot width and setbacks have been justified in terms of the overall quality of the plan and as a result of this being an infill development with inclusionary housing.
- N. The proposals are consistent with the approved PUD plan and the PUD plan amendment that is adopted concurrently with the site development plans with the adoption of this resolution.
- O. The proposals are consistent with the adopted uniform standards for residential developments within the city.

Final Plat Findings:

- P. The proposed final plats do not create, and mitigates to the extent possible, negative impacts on the surrounding property, if the condition of approval below is addressed.
- Q. The proposed final plats provide desirable settings for buildings, makes use of natural contours, protect the view, and afford privacy and protection from noise and traffic for residents and the public.
- R. The proposed final plats preserve natural features of the site to the extent possible.
- S. The proposed final plats contain 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.
- T. The proposed final plat lots and tracts are laid out to allow efficient use of the property to be platted.
- U. The proposed final plats public facilities and services are adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.

- V. The proposal final plats comply 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.
- W. The proposed final plat is consistent with the need to minimize flood damage, subject to compliance with the condition of approval below.
- X. The proposed final plat public utilities and facilities, such as sewer, gas, electrical, and water systems, are located and designed to minimize flood damage.
- Y. The proposed final plat has adequate drainage provided to reduce exposure to flood damage subject to compliance with the condition of approval below.

Rezoning Findings:

- Z. The proposal is compatible with existing and allowable land uses in the surrounding area.
- AA. The proposal mitigates the negative impacts to the surrounding area upon compliance with the condition of approval below.
- BB. The proposal will not result in substantial impacts to the health, safety and welfare of the residents and landowners in the surrounding area upon compliance with the condition of approval below.
- CC. The proposal is an opportunity or an appropriate site, at an appropriate location, for the particular type of land use or development proposed and will help the city achieve a balance of land use, tax base, or housing types consistent with the city's overall planning and economic development goals.

Section 2. Action

On the basis of the above and pursuant to the provisions of Chapters 16-20, 17-38 and 17-48 of the Broomfield Municipal Code, City Council hereby approves the Trails at Westlake Filing No. 6 Planned Unit Development Plan, Final Plat, Site Development Plan, and Rezoning and the Westlake Farms Filing No. 1 Replat B Planned Unit Development Plan Amendment, Final Plat and Site Development Plan subject to the following condition:

- 1. Prior to recordation of the Westlake Farms Filing No. 1, Replat B Final Plat the developer shall record a signed and notarized five-foot drainage easement agreement by and between the developer and the property owner of Westlake Farms, Filing No. 1, Replat A, Lot 2. All other documents may be recorded without this condition being met, this condition only applies to the Westlake Farms Filing No. 1, Replat B Final Plat.

Approved on September 9, 2024.

The City and County of Broomfield,
Colorado

Mayor

Attest:

City and County Clerk

Approved As To Form:

NCR

City and County Attorney



City and County of Broomfield

City Council Regular Meeting

D. Public Hearing - Accessory Dwelling Units Code Update - Second Reading

Meeting	Agenda Group
Tuesday, September 9, 2025, 6:00 PM	Action Items Item: 7D.
Presented By	
Lynn Merwin	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

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

Proposed Ordinance 2265 contains updates to the Broomfield Municipal Code (BMC) regarding Accessory Dwelling Units (ADUs). The proposed code changes are being considered at this time to make it easier for Broomfield residents to add an ADU and to modernize code language related to Tiny Homes, Manufactured Homes, and Mobile Homes, avoiding ambiguity and outlining where each structure type is allowed. This update also aligns Broomfield's code with the provisions of [HB24-1152](#), passed by the Colorado Legislature in 2024.

Attachments

[Planning Memo for ADU Code Update - Second Reading Council Memo .pdf](#)
[Ordinance No. 2265 ADU Code Update.pdf](#)

Summary

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

Proposed Ordinance 2265 contains updates to the Broomfield Municipal Code (BMC) regarding Accessory Dwelling Units (ADUs). The proposed code changes are being considered to make it easier for Broomfield residents to add an ADU and to modernize code language related to Tiny Homes, Manufactured Homes, and Mobile Homes, avoiding ambiguity and outlining where each structure type is allowed. This update also aligns Broomfield's code with the provisions of [HB24-1152](#), passed by the Colorado Legislature in 2024.

Broomfield adopted [Ordinance No. 2097](#) in 2019, which allows ADUs in all zone districts where single-unit dwellings are permitted. However, the new state regulations include several additional provisions that Broomfield's current ADU regulations do not. These include changes to parking requirements, owner-occupancy requirements, and stipulations to modify any setback or other design standards that are more restrictive for an ADU than for a single-unit detached dwelling in the same zone district.

During the [January 21, 2025 study session](#), staff introduced the proposed ADU Code Update and the topics to be addressed. City Council directed staff to modify the code to remove "restrictive" dimension standards, clarify requirements for Tiny Homes and Tiny Houses as ADUs, and not to seek certification from the state to be an Accessory Dwelling Unit Supportive Jurisdiction.

On [July 8, 2025](#), Council voted to approve Ordinance No. 2265 on first reading with no amendments.

Financial Considerations

The overarching intent of modifying these regulations is to encourage the building of ADUs, which can contribute to housing diversity and greater affordability relative to typical single-unit housing.

The proposed code update, if adopted, could remove certain barriers and potential costs to constructing ADUs and may result in new ADU permit applications - resulting in additional housing units (potentially income-aligned) and residents. There are permit fees associated with new ADU permit applications based on the project's valuation. This is not a revenue generator, however, it is a fee to cover the costs of processing the application and inspections.

To date, Broomfield has been able to meet the demand for the review and permitting of new ADUs with existing staffing. If Council opts to approve the ADU code update, it is possible Broomfield could see a small increase in permit applications for new ADU construction. This increase is expected to be accommodated with existing staff.

Prior Council Action

October 2019 - City Council approved [Ordinance No. 2097](#), approving ADUs as a permitted accessory use in all zoning districts that establish single-family (now referred to as single-unit) residential as a permitted use.

December 2023 - City Council approved [Ordinance No. 2217](#), which incorporated parking regulations for ADUs into the table included with Broomfield's Parking Code.

[November 2024](#) - City Council approved Ordinance No. 2241, providing the new terms of single-unit dwelling and multi-unit dwelling and removing occupancy restrictions based on familial status.

[January 21, 2025](#) - City Council Study Session regarding the ADU code update.

[May 13, 2025](#) - City Council approved Ordinance No. 2268, which updated off-street parking and bicycle parking requirements, including the parking requirements for ADUs.

[July 8, 2025](#) - Council approved Ordinance No. 2265 related to the ADU Code Update on first reading.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions/Recommendations

If Council desires to make changes to the Broomfield Municipal Code related to ADU code updates, the appropriate motion is...

That Ordinance No. 2265 be adopted on second and final reading and ordered published.

Alternatives

Make no changes to the Broomfield Municipal Code.

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

Project Website

<https://www.broomfieldvoice.com/adu-code-update>

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Staff Memorandum from the First Reading

[The staff memorandum from the first reading of Ordinance No. 2265](#) on July 8, 2025, includes a detailed discussion of the proposed code changes. No changes have been made to the ordinance since the first reading.

Ordinance No. 2265

Proposed Ordinance No. 2265 amends Title 17, Zoning, of the Broomfield Municipal Code related to development standards for Accessory Dwelling Units. If approved on second reading, proposed Ordinance No. 2265 will be published by title, and become effective 7 days after publication.

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

ORDINANCE NO. 2265

An Ordinance to amend the Broomfield Municipal Code, Title 17, to revise the regulations for
Accessory Dwelling Units

Recitals.

Whereas, the Colorado State legislature passed legislation regarding municipal regulation of Accessory Dwelling Units, HB24-1152, which requires certain local governments to require administrative approval of accessory dwelling units (ADUs) as an accessory use to a single-unit detached dwelling in an effort to address Colorado's affordable housing problems as a matter of mixed statewide and local concern;

Whereas, in October of 2019, the City and County of Broomfield adopted Ordinance No. 2097 approving ADUs as a permitted accessory use in all zone districts with single-unit residential dwellings through an administrative staff process, long before the state legislature even identified ADUs as an issue;

Whereas, the City and County of Broomfield believes that the regulation of accessory dwelling units is a matter of purely local concern, which Broomfield has been addressing since 2019;

Whereas, Broomfield desires to make some additional revisions to its existing ADU regulations to further encourage the use of ADUs as this is in the best interest of the residents of Broomfield and the harmonize the definitions of certain types of homes with state law relating to manufactured and tiny homes, not because of a policy the state legislature decided to adopt.

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

Section 1.

Chapter 17-04 - Definitions, of the Broomfield Municipal Code is amended as follows:

17-04-282 - Manufactured Home.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to required utilities. ~~This term also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.~~ A manufactured home (formerly known as a mobile home) is built to the Manufactured Home Construction and Safety Standards as adopted by the US Department of Housing and Urban Development. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis. A manufactured home is not a licensed recreational vehicle and is not self-propelled.

17-04-285 17-04-283 - Marquee.

Marquee means a permanently roofed structure attached to and supported by a building, and projecting from the building.

17-04-284 - Mobile Home.

Mobile Home means a structure, manufactured prior to June 15, 1976, that was built prior to the effective date of the National Manufactured Housing Construction and Safety Standards Act of 1974.

17-04-285 - Modular Home.

Modular Home means a factory-built residential structure, in accordance with C.R.S. 24-32-3302, as amended.

. . .

17-04-502 - Tiny Home

Tiny Home means a structure that is permanently constructed on a vehicle chassis, is 400 square feet or less in floor area, is designed for long term residency, and has received a Tiny Homes insignia following certification by the State of Colorado Department of Local Affairs, Division of Housing. A tiny home does not include: i) a manufactured home; ii) a recreational park trailer as defined in C.R.S. 24-32-902(8); iii) a recreational vehicle as defined in C.R.S. 24-32-902(9); iv) a semitrailer as defined in C.R.S. 42-1-102(89); or v) an intermodal shipping container.

17-04-503 - Tiny House

Tiny House means a dwelling, defined by the International Residential Code, that is 400 square feet or less in floor area excluding lofts. A tiny house is built to be placed on a permanent foundation and has no chassis.

Section 2.

Chapter 17-32 - Accessory Buildings and Uses, of the Broomfield Municipal Code is amended as follows:

17-32-160 - Accessory dwelling units.

Accessory dwelling units are permitted accessory uses in all zoning districts which establish single-family-unit residential uses as a permitted use, subject to the following conditions:

- (A) A single-family unit dwelling must exist as a principal dwelling unit on the lot or be constructed in conjunction with the accessory dwelling unit.
- (B) Only one accessory dwelling unit shall be allowed for each parcel.
- (C) Accessory dwelling units may be located within the principal dwelling unit, attached to the principal dwelling unit, or detached from the principal dwelling unit.
 - i. Attached accessory dwelling units, and detached accessory dwelling units that do not meet the minimum separation distance from the principal structure as established by the applicable zone district or **section 17-34-020(H) of the Broomfield Municipal Code, as applicable**, shall be required to meet all principal structure setbacks of the applicable zone district.
 - ~~ii. Detached accessory dwelling units may be located in the required side and rear yard of a principal structure, provided that such accessory dwelling unit meets established accessory building setback requirements for the applicable zone district, but in no case less than five feet from any property line. No accessory dwelling unit shall be permitted in front of the principal structure or its elevation plane.~~
 - ii. Detached accessory dwelling units shall meet the standards for accessory buildings established by section 17-34-020(H) of the Broomfield Municipal Code, and shall meet the established accessory building setback requirements for the applicable zone district, with the following exceptions:
 - 1. The required side setback for a detached accessory dwelling unit shall not be larger than the required setback for the principal building on the same lot.
 - 2. No accessory dwelling unit shall be permitted between the front of the principal structure and the street.
- (D) The square footage of the accessory dwelling unit shall be no larger than 50% of the principal dwelling unit footprint or 800 square feet, whichever is less; **provided, that, in all cases, an accessory dwelling unit may be up to 500 square feet in size regardless of the size of the principal dwelling unit.** Square footage calculations, as contained herein, exclude any related garage, porch or similar area for the principal dwelling unit and accessory dwelling unit.
- ~~E. Intentionally deleted.~~
- ~~F. The maximum occupancy for any accessory dwelling unit shall be two people.

 - i. The property owner shall be required to occupy as their primary residence either the principal structure or the accessory dwelling unit on the lot.
 - ii. Accessory dwelling units shall not be eligible for use as a short term rental, as defined in chapter 5-39 of the Broomfield Municipal Code.~~
- (E) Accessory dwelling units shall not be eligible for use as a short term rental, as defined in chapter 5-39 of the Broomfield Municipal Code.
- (F) ~~(G)~~To preserve the appearance of the single-family unit dwelling and the greater residential community, accessory dwelling units shall be designed in the following manner:

- i. The design of the accessory dwelling unit shall be consistent with the design of the principal dwelling unit by use of similar architectural style(s), exterior wall material(s) and color(s), window type(s), door and window trim(s), roofing material(s) and roof pitch and color(s).
 - 1. Proposed ADUs located within a development that is subject to an applicable site development plan and/or planned unit development plan, or overlay district which includes design requirements for a single-family-unit residence shall be required to meet those design requirements.
 - 2. Proposed ADUs located in developments with no specific design standards shall be required to ~~provide be clad no less than 50% of the exterior wall surfaces~~ in a material similar to the principal structure. Walls facing the street must consist of ~~at least 50% of the material used in materials or colors to match~~ the principal structure.
 - ii. If the entrance to the accessory dwelling unit is visible from an adjacent street, it shall be designed in a manner as to be clearly subordinate to the entrance of the principal dwelling.
- (G) With the exception of telephone, television, electrical and internet service, accessory dwelling units must be served through the utility services of the principal dwelling unit and shall not have separate services.
- i. As part of the application review process, any ~~proposal~~ ~~lot proposing~~ to add an ADU which uses an on-site septic system shall be required to have their proposal reviewed by ~~the Health and Human Services~~ **Broomfield's Department of Public Health and Environment** to verify that there is adequate capacity in the septic system to accommodate the proposed ADU. All septic system modifications to modify capacity shall require ~~Health and Human Service~~ **Broomfield Department of Public Health and Environment** review.
- (H) Home occupations may take place within any accessory dwelling unit approved or lawful pursuant to this section. However, home occupations taking place in any accessory dwelling unit shall comply with section 17-32-020.
- (I) All property owners shall record a declaration of use which will state the size and location of the accessory dwelling unit and shall reference that the accessory dwelling unit must remain in compliance with the regulations contained within the municipal code pertaining to accessory dwelling units. For detached accessory dwelling units this declaration shall be recorded prior to the issuance of certificate of occupancy.
- (J) ~~Mobile homes,~~ Travel trailers, recreational vehicles, shipping containers, storage containers, and other such temporary structures shall be prohibited for use as an accessory dwelling unit.
- (K) Manufactured homes and tiny homes shall be permitted for use as an accessory dwelling unit when installed with a foundation that is in compliance with the International Residential Code, which may include tie downs, and clad in materials or colors to match the principal structure, in compliance with section 17-42-320.**

(L) Tiny houses and modular homes shall be permitted for use as an accessory dwelling unit when it is clad in materials or colors to match the principal structure.

Section 3.

Chapter 17-42 - Mobile Home Communities, of the Broomfield Municipal Code is amended as follows:

...

17-42-120 - ~~Footings, foundations, and tiedowns.~~ **Intentionally deleted.**

~~All mobile homes shall have footings, foundations, and tiedowns in accordance with the applicable provisions of the International Building Code and the International Residential Code, as adopted by the city, to provide soil bearing, loading, and wind pressures. Each mobile home development shall submit engineered footings, foundations, and tiedown design for approval by the city engineer. Wheels shall not be used for bearing pressures, and shall be removed prior to occupancy.~~

...

17-42-280 - ~~Footings, foundations, and tiedowns.~~ **Intentionally deleted.**

~~All mobile homes shall have footings, foundations, and tiedowns in accordance with applicable provisions of the International Building Code, or the International Residential Code, as applicable, as adopted by the city, to provide soil bearing, loading, and wind pressures. Each mobile home development shall submit engineered footings, foundations, and tiedown designs for approval by the city engineer. Wheels shall not be used for bearing pressures, and shall be removed prior to occupancy.~~

...

17-42-320 - ~~Parking Installation~~ not in approved mobile home community; prohibited; exception.

~~The parking construction or erection of a mobile home-manufactured home or tiny home on a lot not located within an approved mobile home community is prohibited unless the unit totally meets the provisions of the International Building Code or International Residential Code, as applicable, sits on a permanent foundation, and has a wood or masonry siding covering 70% of the exterior walls and is clad in materials or colors to match the principal structure.~~

...

17-42-350 - Definitions.

~~A. *Mobile home* means any vehicle or similar portable structure having no foundation other than wheels, jacks, or skirtings, and so designed or constructed as to permit occupancy for dwelling or sleeping purposes.~~

~~B.A. *Mobile home court* means any plot or ground upon which two or more mobile homes, **manufactured homes or tiny homes** occupied for dwelling or sleeping purposes, are located, regardless of whether or not a charge is made for such accommodation.~~

~~C.B. *Mobile home space* means a plot of ground within a mobile home court designed for the accommodation of one mobile home, **manufactured home or tiny home**.~~

Section 4.

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

Introduced and approved after first reading on July 8, 2025, and ordered published in full.

Introduced a second time and approved on September 9, 2025, 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