

**\*\* Revised \*\***

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## 1. Meeting Commencement

1A. Pledge of Allegiance

1B. Review and Approval of Agenda

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## 2. Petitions and Communications

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## 3. Councilmember Reports

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## 4. Public Comment

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## 5. Reports

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## 6. Consent Items

6A. Minutes for Approval

6B. Proposed Resolutions for Broomfield Heights Stormwater and Pedestrian Construction Management and Construction Administration Agreements

— Resolution No. 2025-21 Approving the Second Amendment to Consulting Agreement with ICON Engineering, Inc. for Construction Administration Services Related to the Broomfield Heights Stormwater and Pedestrian Improvement Project

— Resolution No. 2025-22 Authorizing and Approving the Construction Management Agreement Between the City and County of Broomfield and Triunity LLC, for Construction Management, Inspection And Material Testing Services Related to the Broomfield Heights Stormwater and Pedestrian Improvement Project

6C. Proposed Resolution for Updating the Expense Policy for Elected Officials

— Resolution 2025-09 adopting an updated expense policy for elected officials

6D. Proposed Resolution Designating the Public Place for Posting Notices of Public Meetings

— Resolution No. 2025-01 designating the public place for posting notices of public meetings as required by Colorado's Open Meetings Law

6E. Proposed Resolution for a Revocable Permit for Matthew Alderman (14560 Lowell Blvd) for a fence and berm

— Resolution No. 2025-17 approving a Revocable Permit between the City and County of Broomfield and Matthew Alderman (14560 Lowell Blvd) for an existing fence and berm in the public right-of-way

6F. Proposed Resolution Reappointing Charles Mains, M.D, to the Mile High Regional Emergency Medical and Trauma Advisory Council (RETAC)

— Resolution No. 2025-20 approving the reappointment of Charles Mains, M.D., to the Mile High Regional Emergency Medical and Trauma Services Advisory Council (RETAC)

6G. BOE Proposed Resolution for Approval of Mutual Agreements for abatements over \$10,000  
(*Board of Equalization - BOE*)

— Resolution 2025-26-BOE approving a Mutual Agreement on an Abatement over \$10,000

6H. Proposed Resolution Approving an Intergovernmental Agreement with Colorado Legal Services

— Resolution No. 2025-19 approving an Intergovernmental Agreement for service from Colorado Legal Services for the landlord/tenant legal services program

6I. BOE Proposed Resolution for Approval of Hearing Officer Recommendations

(*Board of Equalization - BOE*)

— Resolution No. 2025-33-BOE - Approval of Hearing Officer Recommendations

6J. Request for Executive Session Regarding the City and County Manager and City and County Attorney's Annual Performance Reviews and Contract Amendments

## 7. Action Items

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7A. Public Hearing Ordinance Approving A Business Incentive Agreement with Peak Energy - Second Reading

— Ordinance No. 2262 Approving A Business Incentive Agreement with Peak Energy Technologies, Inc.

7B. Public Hearing Ordinance Amending and Restating Certain Agreements Related to the 2005 BURA Bonds (Council only) -Second Reading

— Ordinance 2261 Amending and Restating Certain Agreement Related to the 2005 BURA Bonds

7C. Authorizing, Approving and Directing the Issuance of BURA Series 2025 Bonds and Approving Certain Related Agreements

(*Broomfield Urban Renewal Authority - BURA*)

— Resolution No. 2025-35-UR Authorizing, Approving and Directing the Issuance of BURA Series 2025 Bonds and Approving Certain Related Agreements

7D. Proposed Resolutions to Approve New Sister Cities Relationships

— Resolution No. 2025-23 Approving and recognizing the establishment of a Sister City relationship with Lalitpur Metropolitan City, Pulchowk Lalitpur, Bagmati Province, Nepal

— Resolution No. 2025-24 Approving and recognizing the establishment of a Sister City relationship with the sovereign Cheyenne and Arapaho Tribes

7E. Proposed Resolution for Water Treatment and Wastewater Chemical Purchases

— Resolution No. 2025-06 authorizing 2025 chemical purchases for the Water Recovery Facility, Water Treatment Facility, and Utilities Division

7F. Public Hearing Ordinance - Repeal of the Local Ambulance Licensing Program - Second Reading

— Ordinance No. 2260 repealing Broomfield Municipal Code Chapter 5-40 Ambulance Services

7G. Proposed Resolution Department of Human Services 2025 Grant Funding

— Resolution No. 2025-29 approving an Agreement with A&I Avenues for Nonprofit Grant Funding

— Resolution 2025-30 approving an Agreement with Broomfield FISH for Nonprofit Grant Funding

— Resolution 2025-31 approving an Agreement with Clinica Family Health & Wellness for Nonprofit Grant Funding

— Resolution 2025-32 approving an Agreement with Broomfield Community Foundation for 2026 Grant Administration Fee and 2025 Tier 1 & 2 Grants

7H. Ordinance to amend the effective date for Ranked Choice Voting (RCV) - First Reading

— Ordinance No. 2254 amending the effective date for ranked choice voting for city council and mayoral elections

8. Mayor and Councilmember Requests for Future Action

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9. Adjournment

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

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

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



*Date Posted: January 14, 2025*



# City and County of Broomfield

## City Council Regular Meeting

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### A. Minutes for Approval

| Meeting                            | Agenda Group            |
|------------------------------------|-------------------------|
| Tuesday, January 14, 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 December 3, 2024 and December 10, 2024.

### Attachments

[Minutes of December 3, 2024.pdf](#)

[Minutes of December 10, 2024.pdf](#)



## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

December 3, 2024, 6:00 PM - December 3, 2024, 9:29 PM

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

- **Guyleen Castriotta**, Mayor
- **Laurie Anderson**, Ward 4
- **Todd Cohen**, Ward 5
- **Paloma Delgadillo**, Ward 2
- **Heidi Henkel**, Ward 5 (rejoined the meeting remotely at 8:55 PM)
- **Bruce Leslie**, Ward 4
- **Jean Lim**, Ward 3
- **James Marsh-Holschen**, Ward 1
- **Kenny Van Nguyen**, Ward 1
- **Deven Shaff**, Mayor Pro Tem, Ward 3
- **Austin Ward**, Ward 2

### Also Present:

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

The Mayor called for a recess at 8:30 PM. The meeting reconvened at 8:40 PM.

## 1. Meeting Commencement

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1A. Pledge of Allegiance- 6:02 PM

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

Councilmember Marsh-Holschen requested that Item 6I be moved from the Consent Agenda to Action Items.

## 2. Petitions and Communications

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2A. Recognition of Holy Family High School State Champion Soccer Team- 6:03 PM

2B. Holiday Tree Lighting Presentation- 6:15 PM

2C. Brian Mason, District Attorney, Presentation- 6:18 PM

### 3. Councilmember Reports

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### 4. Public Comment

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### 5. Reports

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### 6. Consent Items

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Councilmember Nguyen moved to approve Consent Items 6A - 6H and 6J, seconded by Councilmember Ward. The motion passed 10-0.

6A. Approval of Minutes- 7:30 PM

6B. Proposed Resolution for continuation of the Partial Property Tax Refund Program for 2025- 7:30 PM

6C. Proposed Resolution for Broomfield Heights Stormwater and Pedestrian Improvements Construction Agreement- 7:30 PM

6D. Proposed Resolution for an IGA Amendment with CDOT for the US287/120th Sidepath Infill Project- 7:30 PM

6E. Proposed Resolution Third Amendment and Restated IGA for Secure Transport; Ordinance to Repeal the Ambulance Program - First Reading- 7:30 PM

6F. Proposed Resolution for the Assignment of Rights under HB 24-1175 to Broomfield Housing Alliance (BHA)- 7:30 PM

6G. Proposed Resolution for Brother's Redevelopment Home Rehabilitation Contract - 7:30 PM

6H. Proposed Resolution approving an IGA with the Judicial Department - 7:30 PM

6I. Fourth Amendment to the 2024 Broomfield Budget- 7:41 PM

**\*\* Item was Removed from Consent**

Councilmember Marsh-Holschen moved to approve Resolution No. 2024-156 Authorizing and Approving the Fourth Amendment to the City and County of Broomfield Budget for the Year 2024, seconded by Councilmember Nguyen. The motion passed 10-0.

6J. Contract Renewals for the 2025 Air Quality Monitoring Program- 7:30 PM

## 7. Action Items

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### **7A. Public Hearing - Palisade Park Filing 1 Replat E (QuikTrip) FP & SDP/URSP- 7:46 PM**

Public Hearing was opened at 7:47 PM and closed at 8:21 PM

Councilmember Leslie moved to approve Resolution No. 2024-143 Approving Palisade Park Filing No. 1 Replat E, Lot 1 (QuickTrip) Final Plat and Site Development Plan, seconded by Councilmember Nguyen. The motion passed 6-4. Opposed by Councilmembers Ward, Marsh-Holschen, Henkel, and Delgadillo.

### **7B. BURA - Public Hearing - Palisade Park Filing 1 Replat E (QuikTrip) FP SDP/URSP - 8:28 PM**

*(Broomfield Urban Renewal Authority - BURA)*

Authority Member Leslie moved to approve Resolution No. 2024-168-UR Approving Palisade Park Filing No. 1 Replat E, Lot 1 (QuikTrip) Urban Renewal Site Plan, seconded by Authority Member Nguyen. The motion passed 6-4. Opposed by Councilmembers Ward, Marsh-Holschen, Henkel, and Delgadillo. Authority Members Law-Evans and Goldstein were absent.

### **7C. Public Hearing - Ordinance for Wadsworth Station Reimbursement Assessment District - Second Reading- 8:42 PM**

Public Hearing was opened at 8:42 PM and closed at 8:49 PM

Councilmember Ward moved to approve Ordinance No. 2250 on second and final reading and order it published by title, seconded by Councilmember Leslie. The motion passed 9-0. Councilmember Henkel was absent.

### **7D. Public Hearing - Ordinance Delegating Penalty Assessment to BPHE for violation of the Food Protection Act - Second Reading - 8:50 PM**

Public Hearing was opened at 8:50 PM and closed at 8:53 PM

Councilmember Leslie moved to approve Ordinance No. 2258 on second and final reading, and order it published by title, seconded by Councilmember Ward. The motion passed 9-0. Councilmember Henkel was absent.

### **7E. Proposed Resolution for an Amendment to the BHA IGA for 2025 Operational Support Funding- 8:54 PM**

Councilmember Leslie moved to approve Resolution No. 2024-162 Approving the Second Amendment to Intergovernmental Agreement with the Broomfield Housing Alliance for 2025 Operational Support Funding, seconded by Councilmember Delgadillo. The motion passed 10-0.

## **7F. Proposed Resolution Rescheduling Certain Regularly Scheduled Meetings of the City Council For 2025- 9:14 PM**

Councilmember Marsh-Holschen moved to approve Resolution No. 2024-126 rescheduling certain regularly scheduled meeting of the City Council for 2025, as amended, seconded by Councilmember Nguyen. The motion passed 10-0.

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

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## **9. Adjournment**

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Mayor

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Office of the City and County Clerk

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

December 10, 2024, 6:01 PM - December 10, 2024, 9:35 PM

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

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

### Also Present:

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

The Mayor called for a recess at 8:45 PM. The meeting reconvened at 8:55 PM.

## 1. Meeting Commencement

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1A. Pledge of Allegiance- 6:01 PM

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

## 2. Petitions and Communications

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## 3. Councilmember Reports

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## 4. Public Comment

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## 5. Reports

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**5A. Manager's Report- 6:22 PM****6. Consent Items**

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Councilmember Leslie moved to approve Consent Items 6A - 6D, seconded by Councilmember Ward. The motion passed 10-0.

**6A. Proposed Resolution for Social Services Expenditures 2024 Q3- 6:48 PM**

*(Board of Social Services - BSS)*

**6B. Proposed Resolution for a Revocable Permit for Interlocken Owners' Association, Inc., for the installation of Traffic Security Cameras- 6:48 PM****6C. Ordinance Approving A Business Incentive Agreement with Peak Energy- First Reading- 6:48 PM****6D. Proposed Resolution Authorizing the First Amendment Between Broomfield and Almost Home, Inc.- 6:48 PM****7. Action Items**

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**7A. Public Hearing - Ordinance Village of Westview Tax Sharing Reimbursement Agreement - Second Reading- 6:51 PM**

Public Hearing was opened at 6:52 PM and closed at 6:59 PM

Councilmember Ward moved to approve Ordinance No. 2259 on second and final reading, and order it published by title, seconded by Councilmember Delgadillo. Motion passed 10-0.

**7B. Public Hearing - Ordinance Tree Preservation Second Reading- 7:00 PM**

Public Hearing was opened at 7:00 PM and closed at 7:04 PM

Councilmember Marsh-Holschen moved to approve Ordinance 2240 on second and final reading and order it published by title, seconded by Councilmember Nguyen. The motion passed 10-0.

**7C. Ordinance Amending and Restating Certain Agreement Related to the 2005 BURA Bonds - First Reading- 7:05 PM**

Councilmember Leslie moved to approve Ordinance No. 2261 on first reading and order it published in full, seconded by Councilmember Nguyen. The motion passed 10-0.

**7D. Proposed Resolution Approving Council Event Sponsorship Policy- 7:34 PM**

Councilmember Henkel moved to approve Resolution No. 2024-134 approving Council's Event Sponsorship Policy, seconded by Councilmember Leslie. The motion passed 10-0.

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

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8A. Mayor Castriotta's Request for Future Action Regarding the Creation of a Human Rights Ordinance- 7:45 PM

8B. Councilmembers Henkel and Cohen's Request for Future Action Regarding Steps Toward Creating an Immigrant-Inclusive Environment in Broomfield- 7:58 PM

8C. Councilmember Ward's Request for Future Action Regarding the Creation of a Structure of Governance Committee - 8:57 PM

## **9. Adjournment**

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Mayor

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Office of the City and County Clerk



# City and County of Broomfield

## City Council Regular Meeting

### B. Proposed Resolutions for Broomfield Heights Stormwater and Pedestrian Construction Management and Construction Administration Agreements

| Meeting                            | Agenda Group            |
|------------------------------------|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Consent Items Item: 6B. |
| Presented By                       |                         |
| Brian Graham, CIP Manager          |                         |
| Community Goals                    |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-21 will approve Consulting Amendment 2 to the agreement between the City and County of Broomfield and ICON Engineering for construction administration services. Proposed Resolution No. 2025-22 will authorize a construction management, inspection, and testing services agreement with Triunity LLC to support the Broomfield Heights Stormwater and Pedestrian Improvements project.

### **Attachments**

[B. Heights Storm & Ped Impr Construction Mangement agreement memo.pdf](#)

[Resolutions 2025-21.pdf](#)

[IconEng\\_BHeights\\_ConsultingAmendment2 - Icon signed.pdf](#)

[Resolutions 2025-22.pdf](#)

[Triunity Consulting Agreement - Construction Man-signed.pdf](#)



## Summary

[View Correspondence](#)

[View Presentation](#)

City Council authorized a construction agreement with American West Construction in December 2024 for the Broomfield Heights Stormwater and Pedestrian Improvements project.

The project will mitigate flooding and make pedestrian improvements in Broomfield Heights Filing I, [along Nickel Street, W 3rd Avenue, and Garnet Street](#). The project area is bounded by City Park Channel to the northeast and Nickel St and Highway 287 to the southwest. Stormwater improvement includes a large collection system that will convey and discharge water into the City Park Channel, north of Emerald Elementary. Pedestrian improvements involve widening the existing sidewalks and implementing speed control measures to enhance safety along the corridor.

Proposed Resolution No. 2025-22 will authorize a construction management, inspection, and testing services agreement with Triunity, LLC to support the Broomfield Heights Stormwater and Pedestrian Improvements project. Proposed Resolution No. 2025-21 will approve Consulting Amendment 2 to the agreement between the City and County of Broomfield and ICON Engineering for construction administration services.

In 2022, ICON Engineering was selected to design the project through a competitive procurement process. An alternatives analysis, which included extensive public engagement, was completed as part of Phase I. A contract amendment with ICON Engineering was executed in September 2023 to complete the engineering necessary to implement the neighborhood's preferred street design, as well as stormwater improvements to mitigate flooding (Phase II). A Broomfield Voice page and a fourth in-person public meeting (May 2024) were utilized to provide community updates throughout the design process. Construction administration services by the design consultant, ICON Engineering, are necessary for this project. Construction administration includes addressing any design issues that may arise during construction and assistance with final project documentation.

Construction management services by a consultant are also necessary for this project due to the project's complexity with multiple stakeholders, limited available working area, and residential traffic impacts. The construction manager's duties will include, among other tasks, daily inspections, materials testing, and review of contractor's documentation and pay applications. A request for proposals (RFP) for construction management services was posted to BidNet in August 2024, and 4 firms submitted proposals. Staff selected Triunity LLC as they demonstrated the best understanding of the scope, have completed similar projects and will provide the best value to the project. Triunity's fee proposal of \$927,631 includes a full-time inspector and project manager and comprehensive materials testing.

Proposed Resolution No. 2025-21 would approve a second amendment to the agreement between the City and County of Broomfield and Icon Engineering, Inc. for construction administration services.

Proposed Resolution No. 2025-22 would approve an agreement with Triunity for the construction management, inspection, and testing services.

If these resolutions are approved construction is anticipated to begin in February 2025. Work is expected to be substantially completed in the third quarter of 2026.

## Financial Considerations

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

| Sources and Uses of Funds  | Amount               |
|--|----------------------|
| Broomfield Heights Pedestrian Improvements- ARPA County Fund (ARPA22BHPED) (02-70090-55200)      | \$388,847            |
| Broomfield Heights Stormwater and Pedestrian Improvements- CDBG Funds (G23HA05) (01-83100-53170) | \$59,607             |
| Broomfield Heights Pedestrian Improvements - CIP Fund (24T0036) (20-70090-55200)                 | \$3,124,982          |
| Broomfield Heights Stormwater Improvements- ARPA City Fund (ARP22ABHSWTR) (01-70020-55200)       | \$4,392,936          |
| Broomfield Heights Stormwater Improvements- ARPA County Fund (ARPA22BHSWTR) (02-70020-55200)     | \$4,227,109          |
| Broomfield Heights Stormwater Improvements - CIP Fund (24T0035) (20-70020-55200)                 | \$4,691,081          |
| <b>Total Budget</b>  | <b>\$16,884,562</b>  |
| Consulting Agreement (Alternatives Analysis) (Icon Engineering)                                  | -301,171             |
| Consulting Agreement- Amendment 1 (Design & Engineering) (Icon Engineering)                      | -804,788             |
| Construction Agreement (American West Construction, LLC)   | -\$14,258,011        |
| Consulting Agreement- Amendment 2 (Construction Administration) (Icon Engineering)               | -\$227,742           |
| Consulting Agreement (Construction Management) (Triunity LLC)                                    | -\$927,631           |
| Construction contingency and ancillary items   | -\$365,219           |
| <b>Total Use of Funds</b>  | <b>-\$16,884,562</b> |
| <b>Projected Balance</b>   | <b>\$0</b>           |

## Prior Council or Other Entity Actions

On December 13, 2022 Council authorized Resolution [2022-155](#) for a Consulting Agreement with ICON Engineering, Inc., for the Broomfield Stormwater and Pedestrian Improvement Project.

On September 26, 2023 Council authorized Resolution [2023-120](#), for the first amendment to the consulting agreement with ICON Engineering, Inc., for the Broomfield Stormwater and Pedestrian Improvement Project.

On October 22, 2024 Council authorized funds in the [2025 Budget](#).

On December 3, 2024 Council authorized Resolution [2024-156](#) for the fourth 2024 Budget Amendment.

On December 3, 2024 Council authorized Resolution [2024-84](#), construction agreement with American West Construction LLC for the completion of Broomfield Heights Stormwater and Pedestrian Improvements.

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

N/A

## **Proposed Actions / Recommendations**

If Council desires to approve the agreements, the appropriate motion is...  
That Resolutions 2025-21 and 2025-22 be adopted.

## **Alternatives**

Do not proceed with the agreements, which would mean the City and County of Broomfield will not be able to use ARPA grant funds for the construction of this project.

# RESOLUTION NO. 2025-21

A Resolution Approving the Second Amendment to Consulting Agreement with ICON Engineering, Inc. for Construction Administration Services Related to the Broomfield Heights Stormwater and Pedestrian Improvement Project

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

## Section 1.

The Second Amendment to Consultant Agreement by and between the City and County of Broomfield and ICON Engineering, Inc., adding the amount of \$227,742 for additional construction administration services, for a total not to exceed amount of \$1,333,701 is hereby approved.

## Section 2.

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

## Section 3.

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

## Section 4.

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

Approved on January 14, 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

SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN  
THE CITY AND COUNTY OF BROOMFIELD AND ICON ENGINEERING, INC.  
FOR THE BROOMFIELD HEIGHTS STORMWATER AND PEDESTRIAN  
IMPROVEMENTS PROJECT

1. PARTIES. The parties to this Second Amendment to Agreement for the Broomfield Heights Stormwater and Pedestrian Improvements Project (this "Second Amendment") are the City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and ICON Engineering, Inc., a Colorado corporation (the "Consultant"), collectively, the "Parties", individually, the "Party".
2. RECITALS. The recitals to this Second Amendment are incorporated herein by this reference as though fully set forth in the body of this Second Amendment.
  - 2.1. The Parties entered into an Agreement for Broomfield Heights Stormwater and Pedestrian Improvements dated December 13, 2022 , as amended by that certain First Amendment dated September 26, 2023 (collectively, the "Agreement"), in which the Consultant agreed to provide consulting and professional engineering services for the Broomfield Heights Stormwater and Pedestrian Improvements Project (the "Project").
  - 2.2. The parties to this Second Amendment desire to amend the Agreement to add construction administration services for the Project, to increase the contract price and revise the completion dates for the added services.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Paragraph 3.1.2., Scope of Work, of the Agreement is hereby amended to add the following: The Consultant shall complete and timely perform the additional duties and responsibilities as described in Exhibit A-2 (attached hereto and incorporated by this reference) (the "Additional Services").
  - 3.2. Paragraph 3.3.2., Completion Date of the Agreement is hereby amended to add the following: The Consultant shall complete the Additional Services added as part of Exhibit A-2 within 430 business days following the date of this Second Amendment.
  - 3.3. Paragraph 3.4.1., Aggregate Limit, of the Agreement is hereby amended to increase the contract amount which shall read as follows: Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Second Amendment for all of the services shall be

increased by \$227,742 for a new total not to exceed amount of **\$1,333,701**, including reimbursables.

- 3.4. The City has received federal funding to offset some of the costs of this Project; however, no federal funds will be used to pay for the services provided under this Second Amendment. Federal funds were utilized for a portion of the funding for the Agreement and any remaining federal funds will be spent on the actual construction expenses for the Project.
4. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

This Second Amendment is executed by the Parties hereto in their respective names as of January 14, 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:

ICON Engineering, Inc.

By: *Craig Jacobson*  
Craig Jacobson, Principal

Address: 7000 S. Yosemite St., Suite 120  
Centennial, CO 80112



Exhibit A-2

ICON Engineering, Inc. proposal for Construction Administration Services dated  
October 2, 2024.

November 5, 2024

Brian Graham, AICP, CIP Project Manager  
City and County of Broomfield  
Via Email: [bgraham@broomfield.org](mailto:bgraham@broomfield.org)

**RE: Proposal for Services: Construction Administration services for Broomfield Heights Pedestrian and Stormwater Improvements**

Dear Brian,

ICON Engineering, Inc. (ICON) is pleased to submit this proposal for the Construction Administration for the Broomfield Heights Pedestrian and Stormwater Improvements project. This proposal assumes a construction timeline February 2025 through June 2026 and a 350 days construction duration.

Our proposed Scope of Services, Assumptions & Exclusions, Schedule, and Fee are defined below.

## **SCOPE OF SERVICES: Construction Administration Services**

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### **1. Weekly Meetings**

This task includes time for Jaclyn Michaelson to attend a construction meeting once a month and for coordination with the CCOB's assigned construction management team. It is assumed that 17 additional meetings will be required to address questions as they arise. It is assumed that Valerian will be invited to 10 meetings over the duration of the project.

### **2. Drawing adjustments and General Construction Support**

This task includes limited construction observation and/or support to address field changes as well as limited design drawing adjustments as a result of field changes. ICON, Valerian and Sans will update the construction drawings based on field changes.

### **3. Respond to Request for Information (RFI) submittals**

This task includes time for ICON, Valerian and Sans to review RFIs. ICON will provide support to the Construction Manager on submittal review as needed.

### **4. Easements**

Wilson Engineering will create legal descriptions and exhibits of the temporary and permanent easements required for the project. This task is included in a separate scope.

### **5. Public Outreach**

This task includes time for ICON and Valerian to provide support for Public Outreach. It is assumed that they will attend one open house. Valerian will provide presentation materials for the open house.

### **6. Drone Flights and Website Updates**

Jeremy Deischer will fly the site 5 times through the duration of the project. The flights will be posted onto a website managed by ICON.

## 7. As-built Drawings

This task includes time to create as-built drawings of the proposed project. It is assumed that as-built elevations and as-built documentation will be provided by the contractor under a separate contract. GIS data will be provided of the constructed storm drain and waterline per the CCOB criteria.

## 8. Environmental Permitting

ERO will finalize the environmental permitting. ERO's scope of work is included.

## PROJECT FEES & SCHEDULE

ICON will complete the scope of services not to exceed \$227,742.

Thank you for the opportunity to assist the City and County of Broomfield with this important project. Please contact me with any questions that you have regarding this proposal.

Sincerely,  
**ICON Engineering, Inc.**



Craig D. Jacobson | Principal

cjacobson@iconeng.com | (303) 221-0802 (o)



Jaclyn Y. Michaelsen | Project Manager

jmichaelsen@iconeng.com | (970) 310-1547 (c)

October 31, 2024

Ms. Jaclyn Michaelson  
ICON Engineering  
7000 South Yosemite Street, Suite 120  
Centennial, Colorado 80112

**RE:** Scope of Work for Environmental Services for the Broomfield Heights Pedestrian and Stormwater Improvements, City and County of Broomfield, Colorado

Dear Ms. Michaelson,

This letter transmits ERO Resources Corporation's (ERO) proposed Scope of Work to perform ecological services associated with the Broomfield Heights Pedestrian and Stormwater Improvements project in the City and County of Broomfield, Colorado. ERO, a Colorado corporation, will conduct the work for ICON Engineering (hereinafter referred to in all accompanying documents as Client). ERO will conduct this work on a fixed-fee basis for a cost of \$2,500, including expenses billed at cost plus 8 percent. If 20-Day Environmental Clearance Letter updates due to project delays are needed, these letters will be completed at a cost of \$850 each.

In order to proceed, please sign and return a copy of this letter to signify your acceptance of this proposal and all terms and conditions. If you have any questions, I can be reached by email at [imansour@eroresources.com](mailto:imansour@eroresources.com) or by phone at 303-830-1188. We look forward to assisting you on this project.

Sincerely,

**Accepted by Client:**



Isabel Mansour  
Biological Technician

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Accepted by ERO Resources Corporation:**



\_\_\_\_\_  
*Signature*

10/30/24

\_\_\_\_\_  
*Date*

Attachments: Scope of Work and Terms and Conditions

# ERO Resources Corporation

## Scope of Work to Conduct Environmental Services

### Broomfield Heights Pedestrian and Stormwater Improvements

#### City and County of Broomfield, Colorado

October 31, 2024

#### Background

ICON Engineering (Client) requested that ERO Resources Corporation (ERO) prepare this Scope of Work (SOW) to conduct a site review and prepare a 20-Day Environmental Clearance Letter (20-day letter) for the proposed Broomfield Heights Pedestrian and Stormwater Improvements project (project) in the City and County Broomfield, Colorado (project area). The site review will be conducted, and the 20-day letter will be prepared in compliance with City and County of Broomfield 20-Day Environmental Clearance Letter requirements.

#### Task 1. Preparation of 20-Day Environmental Clearance Letter

ERO will perform a site visit and prepare a 20-day letter for the Client immediately prior to construction of the project. The 20-day letter will include a map of the project area, photographs documenting the environmental conditions, and a summary of potential wetlands, threatened and endangered species, migratory birds and raptors, and other wildlife or natural resource concerns. The 20-day letter will also provide recommendations regarding potential clearances or permits required for the proposed project. The 20-day letter will be submitted as a draft to the Client for review and comment.

#### Deliverables

- Draft and final 20-day letter delivered to the Client via email.

#### Scope of Work Assumptions

- This SOW does not include burrowing owl clearance surveys; if suitable habitat is found in the project area, a new SOW will be needed for additional services.
- This SOW does not include raptor monitoring surveys; if a potentially active nest site is found in the project area, a new SOW will be needed for additional services.
- This SOW does not include threatened and endangered species surveys in the project area; if additional surveys are needed, a new SOW will be prepared.
- This SOW does not include jurisdictional wetland delineations based on U.S. Army Corps of Engineers' (Corps) guidelines or Clean Water Act Section 404 permitting; if a wetland delineation, jurisdictional determination request, or Section 404 Permit is needed, a new SOW will be prepared.
- The Client will provide all base maps and aerial photographs required by ERO for mapping and field surveys, if available.
- The Client will arrange and provide written permission to access the project area.

- This SOW includes one round of revisions to the draft 20-day letter based on comments from the Client. If updates to the 20-day letter are needed because of project delays past the 20-day timeframe, necessitating an additional site visit, each 20-day letter update will be completed at a cost of \$850.

### **Estimated Costs**

The above Task 1 will be completed on a fixed-fee basis for a cost of \$2,500, including expenses billed at cost plus 8 percent.

|   |                |
|---|----------------|
| <u>Task 1. Preparation of 20-Day Environmental Clearance Letter</u> | <u>\$2,500</u> |
|---|----------------|

**20-day letter updates due to project delays will be completed at an additional cost of \$850 each.**

Attachment: Terms and Conditions

| Construction Administration services for Broomfield Heights Pedestrian and Stormwater Improvements |   |                 |                               |                 |                    |                    |                               |                          |                         |                         |                           |                            |                               |                    | ICON                         |  |
|--|---|-----------------|-------------------------------|-----------------|--------------------|--------------------|-------------------------------|--------------------------|-------------------------|-------------------------|---------------------------|----------------------------|-------------------------------|--------------------|------------------------------|--|
| CLIENT: City and County of Broomfield  |   |                 |                               |                 |                    |                    |                               |                          |                         |                         |                           |                            |                               |                    |                              |  |
| PREPARED BY: JYM<br>CHECKED BY: CDJ<br>DATE: 10/7/2024   |   |                 |                               |                 |                    |                    |                               |                          |                         |                         |                           |                            |                               |                    | Project<br>Total<br>Services |  |
|  |   | Jaclyn M        | Taylor D                      | Jeremy D        | Josie              | Cassie M/<br>Sam M | ICON Misc.<br>Direct<br>Costs | Landscape                |                         |                         | Structural                |                            |                               | Enviormental       |                              |  |
|  |   | Senior<br>PM II | Senior Design<br>Professional | Senior<br>PM II | Design<br>Engineer | CAD<br>Technician  |                               | Valerian                 |                         |                         | Sans                      |                            |                               | ERO                |                              |  |
|  |   | \$205<br>Hours  | \$185<br>Hours                | \$200<br>Hours  | \$140<br>Hours     | \$105<br>Hours     |                               | Cassie<br>\$170<br>Hours | Brent<br>\$155<br>Hours | Becca<br>\$110<br>Hours | Manager<br>\$185<br>Hours | Engineer<br>\$155<br>Hours | CAD Drafter<br>\$145<br>Hours |                    |                              |  |
| #  | DESCRIPTION   |                 |                               |                 |                    |                    |                               |                          |                         |                         |                           |                            |                               |                    |                              |  |
| Task 28  | PHASE 4 CONSTRUCTION SERVICES                                 |                 |                               |                 |                    |                    |                               |                          |                         |                         |                           |                            |                               | \$ 227,742         |                              |  |
| 1  | Weekly Meetings<br>ICON: 34 meetings<br>Valerian: 10 meetings | 136.0           |                               |                 |                    |                    | \$ 2,542                      | 20.0                     |                         | 20.0                    |                           |                            |                               | \$ 36,022          |                              |  |
| 2  | Drawing adjustments and General Construction Support          | 60.0            | 60.0                          |                 |                    | 240.0              | \$ -                          | 20.0                     | 40.0                    | 40.0                    | 15.0                      | 30.0                       | 20.0                          | \$ 72,925          |                              |  |
| 3  | Respond to Request for Information (RFI) submittals           | 60.0            | 40.0                          |                 |                    | 20.0               | \$ -                          | 20.0                     | 40.0                    | 40.0                    | 30.0                      | 15.0                       |                               | \$ 43,675          |                              |  |
| 4  | Easements   |                 |                               |                 |                    |                    |                               |                          |                         |                         |                           |                            |                               | \$ -               |                              |  |
| 5  | Public Outreach   | 16.0            |                               |                 |                    | 8.0                | \$ 1,750                      | 15.0                     |                         | 35.0                    |                           |                            |                               | \$ 12,270          |                              |  |
| 6  | Drone Flight and Website Updates                              |                 |                               | 45.0            | 60.0               |                    | \$ 1,500                      |                          |                         |                         |                           |                            |                               | \$ 18,900          |                              |  |
| 7  | As-Built Drawings   | 40.0            | 40.0                          |                 |                    | 180.0              | \$ -                          | 15.0                     |                         | 40.0                    |                           |                            |                               | \$ 41,450          |                              |  |
| 8  | Enviormental Permitting                                       |                 |                               |                 |                    |                    | \$ -                          |                          |                         |                         |                           |                            | \$2,500                       | \$ 2,500           |                              |  |
|  |   |                 |                               |                 |                    |                    |                               |                          |                         |                         |                           |                            |                               |                    |                              |  |
|  | Total Hours   | 312.0           | 140.0                         | 45.0            | 60.0               | 448.0              |                               | 90.0                     | 80.0                    | 175.0                   | 45.0                      | 45.0                       | 20.0                          |                    |                              |  |
|  | Total Fees  | \$63,960        | \$25,900                      | \$9,000         | \$8,400            | \$47,040           | \$5,792                       | \$15,300                 | \$12,400                | \$19,250                | \$8,325                   | \$6,975                    | \$2,900                       | \$2,500 \$ 227,742 |                              |  |

# RESOLUTION NO. 2025-22

A Resolution Authorizing and Approving the Construction Management Agreement Between the City and County of Broomfield and Triunity LLC, for Construction Management, Inspection And Material Testing Services Related to the Broomfield Heights Stormwater and Pedestrian Improvement Project.

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

## Section 1.

The Construction Management Agreement by and between the City and County of Broomfield and Triunity, LLC for the Broomfield Heights Stormwater and Pedestrian Improvements Project in the amount of \$927,631 is hereby approved.

## Section 2.

The Chair 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 January 14, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



CONSULTING AGREEMENT BY AND BETWEEN  
THE CITY AND COUNTY OF BROOMFIELD AND TRIUNITY, INC.  
FOR CONSTRUCTION MANAGEMENT SERVICES FOR BROOMFIELD HEIGHTS STORMWATER AND  
PEDESTRIAN 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 Triunity, 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 is seeking construction management services for the Broomfield Heights Stormwater and Pedestrian Improvement Project (the “Project”) and completed a competitive selection process by Request for Proposals #24-RFP-CD-006 (“RFP”).
  - 2.2. The City has received federal funding to offset some of the costs of this Project; however, no federal funds will be used to pay for the services provided under this Agreement. Federal funds were utilized on the engineering and design and 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 430 working 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.

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

### 3.4. Payments to Consultant.

- 3.4.1. *Aggregate Limit.* Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will not exceed \$927,631, including reimbursables in accordance with the Fee

Proposal attached hereto as Exhibit B. 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 (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph 4.1.2.
- 4.1.3. *No Limitation on Claims.* In any and all claims against the City or against any of its agents or employees by any employee of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 4.1.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subconsultant under Workers' Compensation Act of Colorado or other employee benefit legislation.
- 4.2. Insurance.
- 4.2.1. *Purchase and Maintain Insurance.* In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance, from an insurer with an AM Best FSR rating of A- or higher, of the kind, in the amounts, and subject to the conditions shown in the Insurance Requirements attached as Exhibit C.
- 4.2.2. *Coverage.* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from

claims for damages for personal injury and wrongful death and for damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-referenced insurance.

- 4.2.3. *Valuable Papers.* Furthermore, the Consultant shall carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data related to the services covered by this Agreement in the event of their loss or destruction until such time as the final submission by the Consultant has been made and accepted by the City.

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

- 5.1. The City designates Brian Graham as the authorized representative of the City under this Agreement. Email address is [bgraham@broomfield.org](mailto:bgraham@broomfield.org).
- 5.2. The Consultant designates Danielle Smith as the authorized representative of the Consultant under this Agreement. Email address is [Danielle.Smith@triunityeng.com](mailto:Danielle.Smith@triunityeng.com).

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

6. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
7. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Consultant shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Consultant under this Agreement. The Consultant shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable.

This Agreement is voidable by the City if subcontracted by the Consultant without the express written consent of the City.

8. 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. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the exclusive property of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.
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. 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 January 14, 2025.

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

CONSULTANT:

Triunity, Inc.

By: \_\_\_\_\_  
Name: Danielle Smith, West Region Director  
Address: 633 17th Street, Suite 1500  
Denver, CO 80202

DocuSigned by:  
Danielle Smith  
182065A0227043E...

## EXHIBIT A SCOPE OF WORK

The Consultant shall provide professional services in construction management, including facilitating the work of the City's construction contractor ("Construction Contractor") and communication with the design engineers, ICON ("Engineers"), for the Broomfield Heights Stormwater and Pedestrian Improvement Project. The Consultant's services shall include, but shall not be limited to, to the following:

- 1.1. The Consultant shall monitor completion of work on the Project and ensure compliance with all required specifications as outlined in the [Broomfield Standards & Specifications](#), [Project Plans](#), Measurement and Payment Specifications and [Design Report](#), which will be incorporated into the [Construction Contractor's Agreement](#) a copy of which will be provided prior to commencing work.
- 1.2. The Consultant shall ensure compliance with the latest edition of the [Broomfield Standards & Specifications](#), and the [Construction General Conditions](#), which are incorporated into the Construction Contractor's Agreement.
- 1.3. The Consultant will serve as the City's representative for the Project and will coordinate and collaborate with City staff, as well as affected residents, utilities, businesses and other stakeholders.
  - 1.3.1. The Consultant shall coordinate any work near the intersection of Nickel Street and West 120th Avenue at US 287, with CDOT.
  - 1.3.2. The Consultant shall coordinate with Boulder Valley School District and Emerald Elementary School staff to minimize impact to the school and school traffic.
  - 1.3.3. The Consultant shall collaborate closely with the project Engineer performing Construction Administration services.
  - 1.3.4. The Consultant shall provide a dedicated Project Manager and a full time Inspector to the Project in addition to any other personnel required to complete the services described in this Agreement.
  - 1.3.5. The Consultant shall provide materials testing services consistent with the Broomfield Standards and Specifications and other project requirements.
- 1.4. City's Proposed Project Schedule.

- 1.4.1. The Consultant shall document and verify the number of calendar days for which work was delayed during each month due to adverse weather, utilizing the terms of the Construction Contractor's Agreement.
- 1.4.2. Working hours for this Project will be identified by the City's Project Manager, prior to the notice to proceed to the Construction Contractor. Per city code, the allowed working hours are Monday through Friday from 7:00 AM to 7:00 PM.
  - 1.4.2.1. Saturday work may be allowed at the discretion of the City Project Manager, with an approved Saturday work request. If approved, Saturday working hours will be from 9:00 AM to 3:00 PM.
  - 1.4.2.2. The City's Project Manager may choose restricted work hours to mitigate construction impacts to the neighborhood.
  - 1.4.2.3. No noise from vehicles, equipment or personnel are permitted before working hours.
  - 1.4.2.4. No work is allowed on Sundays or holidays.
- 1.5. Meetings and Communication.
  - 1.5.1. The Consultant shall prepare agendas and conduct required preconstruction meetings and weekly coordination meetings.
    - 1.5.1.1. The Consultant shall provide meeting minutes that clearly identify any action items, decisions made, and responsible parties, with a system in place to track completion and follow-up.
  - 1.5.2. The Consultant shall provide weekly summary reports to the City on the status of the Project, indicating major work activities, provide a status update for any requests for information ("RFI"), submittals, change orders and any other information that may be required by the City.
  - 1.5.3. The Consultant shall coordinate as needed with residents, businesses, City staff, the Construction Contractor, subcontractors, regulatory agencies, utility companies, Emerald Elementary School, Boulder Valley School District, CDOT, and other identified project stakeholders to ensure completion of the Project.
    - 1.5.3.1. The Consultant shall collaborate with the City and the Construction Contractor on the implementation of "Public

Information Management” as identified in the Measurement and Payment Specifications.

- 1.5.4. The Consultant shall 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.
- 1.6. Maintaining Documentation. The Consultant shall maintain Project documentation and files per any state, federal and Project requirements. As well as document issues, findings, changes, and help develop solutions.
  - 1.6.1. The Consultant will complete verification and documentation of the Construction Contractor fulfillment of the required construction including prevailing wage documentation required with ARPA reporting and guidance.
- 1.7. Oversight and Monitoring. The Consultant shall provide oversight, monitoring and ensure the following is completed:
  - 1.7.1. 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.
    - 1.7.1.1. Collect documentation as required, coordinate and assist the City and Engineer with reviewing submittals and shop drawings, as needed, via an electronic review and tracking platform.
    - 1.7.1.2. Review Construction Contractor payment requests for accuracy and recommend either approval or propose changes.
    - 1.7.1.3. Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the Construction Contractor.
    - 1.7.1.4. Review and coordinate with the City and Engineer to respond to all RFIs via electronic platform.
    - 1.7.1.5. Review the as-built redlined drawings.
      - 1.7.1.5.1. These will be provided to the Engineer at the end of the Project for the development of as-built plans.
- 1.8. Materials Testing and Oversight

- 1.8.1.1. Provide the City, in collaboration with the Construction Contractor, with a schedule of materials to be tested and estimate the dates when these services will be necessary.
  - 1.8.1.2. Provide the necessary personnel, equipment and resources to facilitate the performance of testing and inspection services, including any testing as requested by the City, state and federal regulations.
  - 1.8.1.3. Take samples and perform field and source-controlled tests of construction materials for quality assurance. Perform all material testing in conformance with all City requirements.
  - 1.8.1.4. Review and approve mix designs as part of the submittal process.
  - 1.8.1.5. Monitor inspection documentation and testing results, as well as enforce corrections.
- 1.9. Construction Inspection. The Consultant shall 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:
  - 1.9.1.1. 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. Make daily records available to the City at the end of each day. Daily records should also be attached to weekly summary reports.
  - 1.9.1.2. Inspect the Construction Contractor's quality and quantity of work completed in accordance with Project and City requirements.
  - 1.9.1.3. Ensure that materials delivered onsite and incorporated into the work are acceptable and of good quality. Collect load and weight tickets, as appropriate.
  - 1.9.1.4. Obtain Certificates of Compliance or complete field releases of material, where appropriate.

- 1.9.1.5. Monitor Construction Contractor's operations including safety and traffic control.
  - 1.9.1.6. In coordination with the Construction Contractor, City and Engineer, identify and recommend solutions to conflicts between actual site conditions and the Project Plans and other requirements.
  - 1.9.1.7. Assist in tracking approved changes for as-built records.
  - 1.9.1.8. Attend all Project meetings such as preconstruction, field, and weekly progress meetings, and any other meeting as requested by the City.
    - 1.9.1.8.1. Prepare brief meeting minutes that clearly identify any action items, decisions made, and responsible parties, with a system in place to track completion and follow-up.
  - 1.9.1.9. Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, and any other necessary documentation.
    - 1.9.1.9.1. Prepare monthly quantity estimates for use in progress payments.
  - 1.9.1.10. Coordinate with the City's Public Works Department, including utilities, to ensure the Broomfield Standards and Specifications are met for sanitary sewer and waterline installation, lining, inspection and testing.
  - 1.9.1.11. Each working day, meet with the Construction Contractor to review proposed work plans, including specific details that may affect progress.
  - 1.9.1.12. Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
- 1.10. Completion and Closeout. At the completion of the construction, the Consultant shall ensure the following:
- 1.10.1. Coordinate final walk-throughs with the City and all affected stakeholders, prepare a punch list, certify completion of the Project, and recommend acceptance.

- 1.10.1.1. Prepare all final reports, including report of completion for acceptance of the Project.
- 1.10.2. Coordinate and provide Engineer's approved as-builts to incorporate into record drawings.
- 1.10.3. Finalize Construction Contract bid items, claims, change orders and punch list items. Reconcile all accounting.
- 1.10.4. Finalize and deliver all construction files to the City. All files shall be digitized and provided both in electronic and hardcopy format.
- 1.10.5. Assist with any audit of the Project.



**EXHIBIT B**  
**CONSULTANT'S FEE PROPOSAL**

Best and Final Offer (Revision 1) Proposal

Scope of Work

Triunity is committed to providing top-notch service in partnership with the City and County of Broomfield to deliver this important project. Triunity is mindful of the City and County’s responsibility to the residents of Broomfield to be great stewards of taxpayer money when delivering infrastructure projects. As such, we have assembled a team that is extremely well qualified and efficient. Triunity’s project manager, Jeff Scherlis, will serve a dual role as the project manager and function as the construction manager on the project. Additionally, Triunity’s primary inspector, Austin Shaffer, has over 10 years of experience, is a wealth of knowledge, and, most importantly, is very adept at anticipating issues and finding solutions before problems arise. Each task associated with the scope of work is shown in the Roles and Responsibilities matrix. Note, that Jeff Meyer, project executive is shown in a support role and Dale Kochevar is Triunity’s expert in setting up and delivering Triunity’s Precision tool, his time is limited to setting up the CROP Chart and minor monthly maintenance. Below is a breakdown of hours associated with each phase of the project pre-construction, construction and post-construction. Note, that the hours have been adjusted in accordance with correspondence with the City and County of Broomfield to decrease the available hours for Jeff Scherlis from full-time to 32 hours per week with a 600 hour contingency. The hours associated with the planned pre and post construction activities have not been altered.

Fee and Labor Resources

Pre-Construction Phase

- Triunity is assuming the pre-construction phase to be a duration of one month, beginning January 2, 2025 and transitioning to the construction phase on February 1, 2025.
- A two-hour project kickoff meeting is anticipated and will include Jeff Meyer, Jeff Scherlis and Austin Shaffer.
  - One public meeting prior to the start of the project is anticipated and will be attended by the project team.
  - Pre-construction meeting is assumed to be three hours and will include every member of the team.
  - Early coordination with the contractor, utility companies, submittal review and pre-construction site condition documentation is assumed to be in accordance with the following level effort: Jeff Scherlis (35 hours), Austin (15 hours)

Construction Phase

Triunity has identified Austin Shaffer (Inspector) to be full-time at 8 hours per day for 5 days per week. Jeff Scherlis will be available 32 hours per week. It is understood that the working hours are 7am to 7pm Monday thru Friday, and Triunity will be flexible in ensuring that Jeff or Austin are onsite when all inspectable work is taking place. Jeff slated to be onsite an equivalent of 3-days per week, with the option to increase as necessary. Additionally, the fee estimate was developed using 370 days, which includes 20 weather days commencing on February 1, 2025 with a completion date of July 3, 2026. Materials testing is presented as a lump sum, a complete cost of tests and quantities is available upon request. Breakdown of hour assumptions:

- Jeff Scherlis (PM)– 32 hours/week
- Austin Shaffer – 40 hours/week
- Jeff Meyer (Project Exec.) - 2.5 Hours/week
- Dale Kochevar (CROP Chart) - 0.5 hours/week

Post-Construction Phase

Triunity will work throughout the duration of the project with closeout in-mind; this facilitates a seamless closeout process to minimize the effort at the completion of the project. Triunity is anticipating a one-month closeout. Breakdown of hour assumptions:

- Jeff Scherlis (PM) – 80 hours over the one-month closeout
- Austin Shaffer (Inspector) – 80 hours over the one-month closeout
- Jeff Meyer (Project Exec.) - 4 hours over the one-month closeout

Exclusions and Amendments

Triunity will bring to the attention of the City and County of Broomfield any out-of-scope work to initiate discussions as early as possible regarding the need for contract amendments. Furthermore, unforeseen conditions that arise and require additional support from Triunity’s Project Manager beyond the contingency amount listed below will immediately be brought to the attention of the City and County. Below is a list of items excluded in the above scope and fee.

- Contractor claims that require mediation or litigation
- CIPP testing – Project team will coordinate with appropriate City and County of Broomfield staff and departments to schedule and execute testing.
- Waterline testing – high chlorine, low chlorine and bacteria testing. Project team will coordinate with appropriate City and County of Broomfield staff and departments to schedule and execute testing.
- Night & Weekend Work– Triunity does not anticipate night or weekend work, but will support Broomfield in the event it is needed and will track the time to identify associated budget overruns.

|   |  |                   |                 |                        |                  |                |               |
|---|--|-------------------|-----------------|------------------------|------------------|----------------|---------------|
| Project Name:   | Construction Management for Broomfield Heights Stormwater and Pedestrian Improvements #24-RFP-CD-006 |                   |                 |                        |                  |                |               |
| <div>TRIUNITY</div> <div>A LOCHNER COMPANY</div>          | Classification   | Project Executive | Project Manager | Construction Inspector | Precision (CROP) | Subtotal Hours | Subtotal Cost |
|   | Employee   | Jeff Meyer        | Jeff Scherlis   | Austin Shaffer         | Dale Kochevar    |                |               |
|   | Company  | Triunity          | Triunity        | Triunity               | Triunity         |                |               |
|   | Rate   | \$220.00          | \$145.00        | \$99.00                | \$200.00         |                |               |
| January 1, 2025 - July 31, 2026                           |  |                   |                 |                        |                  |                |               |
| Pre-Construction (Jan. 1, 2025)                           |  | 5                 | 40              | 20                     | 15               | 80             | \$ 11,880.00  |
| Construction (Feb. 1, 2025 - July 3, 2026)                |  | 185               | 2,360           | 2,960                  | 37               | 5,542          | \$ 683,340.00 |
| Materials Testing* (Yeh & Associates)                     |  |                   |                 |                        |                  |                | \$ 125,011.00 |
| Post-Construction Closeout (July 3, 2026 - July 31, 2026) |  | 4                 | 80              | 80                     |                  | 164            | \$ 20,400.00  |
| Contingency   |  |                   | 600             |                        |                  | 600            | \$ 87,000.00  |
| Subtotal  |  | 194               | 3,080           | 3,060                  | 52               | 6,386          | \$ 927,631.00 |
| Total Labor Hours   |  | 194               | 3,080           | 3,060                  | 52               | 6,386          |               |
| Total Base Labor  |  | \$ 42,680.00      | \$ 446,600.00   | \$ 302,940.00          | \$ 10,400.00     |                | \$ 927,631.00 |
| Expenses  |  |                   |                 |                        |                  |                | \$ -          |
| Total Base Scope Cost (including Vendors)                 |  |                   |                 |                        |                  |                | \$ 927,631.00 |

\*Materials testing services are shown as lump sum

| Roles & Responsibilities                      | Jeff Scherlis<br><i>Construction Manager</i> | Austin Shaffer<br><i>Inspector</i> |
|---|--|------------------------------------|
| PRE-CONSTRUCTION                              |  |                                    |
| Kickoff Meeting*                              | ✓  | ✓                                  |
| Pre-Con Meeting*                              |  |                                    |
| Broomfield Coordination                       | ✓  | ✓                                  |
| Submittal Processing*                         | ✓  |                                    |
| Shop Drawing Review*                          | ✓  |                                    |
| Utility Coordination                          | ✓  | ✓                                  |
| Baseline Schedule Review*                     | ✓  |                                    |
| Public Information Coordination w/ Contractor | ✓  |                                    |
| Initial MHT Review*                           | ✓  |                                    |
| Pre-construction Site Documentation*          | ✓  | ✓                                  |
| DURING CONSTRUCTION                           |  |                                    |
| Insp., Measurements, Daily                    |  | ✓                                  |
| Daily Photos*                                 |  | ✓                                  |
| Safety  | ✓  | ✓                                  |
| Quantity Tracking*                            |  | ✓                                  |
| Coordinate RFI's*                             | ✓  | ✓                                  |
| Submittal Processing*                         | ✓  |                                    |
| Weekly Meetings & Minutes*                    | ✓  | ✓                                  |
| Time Count Tracking*                          | ✓  |                                    |
| Change Management/Orders*                     | ✓  | ✓                                  |
| Tracking Field Changes*                       | ✓  | ✓                                  |
| Field Directives*                             | ✓  |                                    |
| Stakeholder Management                        | ✓  | ✓                                  |
| Risk ID & Tracking*                           | ✓  | ✓                                  |
| Payment Applications & Documentation*         |  | ✓                                  |
| Schedule Review*                              | ✓  |                                    |
| Coordinate Materials Testing*                 | ✓  | ✓                                  |
| MHT & Traffic Control Inspections*            |  | ✓                                  |
| Non Conformance Notification*                 | ✓  | ✓                                  |
| Daily Contractor Communication                | ✓  | ✓                                  |
| QC of Inspector                               | ✓  |                                    |
| Erosion Control & Stormwater*                 | ✓  | ✓                                  |
| Public Information                            | ✓  |                                    |
| POST-CONSTRUCTION AND CLOSEOUT                |  |                                    |
| Final Inspections*                            | ✓  | ✓                                  |
| Punch List Tracking*                          | ✓  | ✓                                  |
| Substantial Completion*                       | ✓  |                                    |
| Final Pay Estimate*                           | ✓  | ✓                                  |
| Recommend Acceptance                          | ✓  |                                    |
| As-Constructed Plans*                         | ✓  | ✓                                  |
| Documentation Review                          | ✓  |                                    |
| Project Debrief Meeting                       | ✓  |                                    |
| *Deliverable                                  |  |                                    |

## EXHIBIT C INSURANCE REQUIREMENTS

### CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including Professional Liability

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A- 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, 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.

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

| <b>Insurance Requirements - Including Professional Liability</b>  |  |  |
|---|--|--|
|   | <b>COVERAGES AND LIMITS OF INSURANCE</b>   | <b>Required</b>  |
| 1.  | <b>Commercial General Liability</b><br>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.<br><br><b>Note: For contracts involving vendor/contractor contact with minors or at-risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</b>                                     | <ul style="list-style-type: none"> <li>• \$1,000,000 Each occurrence</li> <li>• \$2,000,000 General Aggregate (Per Project)</li> <li>• \$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)</li> </ul> |
| 2.  | <b>Automobile Liability</b><br>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).  | <ul style="list-style-type: none"> <li>• \$1,000,000 combined single limit</li> <li>• If hazardous materials are transported, an MCS 90 form shall be included on the policy</li> </ul>  |
| 3.  | <b>Workers' Compensation</b><br>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.<br><br>This requirement shall not apply if exempt under Colorado Workers' Compensation Act, AND when providing the sole proprietor waiver form.   | Employer's Liability with Minimum Limits: <ul style="list-style-type: none"> <li>• \$100,000 Each Accident</li> <li>• \$100,000 Each Employee by Disease</li> <li>• \$500,000 Disease Aggregate</li> </ul>   |
| 4.  | <b>Professional Liability</b><br>Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following:<br>Coverages: <ul style="list-style-type: none"> <li>• If coverage is Claims Made, a retroactive date prior to the inception of the work</li> <li>• 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</li> </ul> | Minimum Limit: <ul style="list-style-type: none"> <li>• \$1,000,000 Per Claim</li> <li>• \$2,000,000 General Aggregate</li> </ul>  |
| <b>Additional Insured - The following shall be named an Additional Insured:</b> 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 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.<br><br><b>Certificate Holder is:</b><br>City and County of Broomfield<br>One DesCombes Drive<br>Broomfield, CO 80020-2495<br><a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a> |  |  |

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



# City and County of Broomfield

## City Council Regular Meeting

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### C. Proposed Resolution for Updating the Expense Policy for Elected Officials

| Meeting                                 | Agenda Group            |
|---|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM      | Consent Items Item: 6C. |
| Presented By                            |                         |
| Nancy Rodgers, City and County Attorney |                         |
| Community Goals                         |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

The Mayor and each Council member are allocated a specific amount for travel, training, and community events - \$11,000 per year for the Mayor; \$6,500 per year for each Council member. Proposed Resolution No. 2025-09 would change Council's current expense policy to permit the transferring of funds between members' so long as the overall budgeted amount for all of Council was not exceeded.

### **Attachments**

[Memo - Proposed Resolution No. 2025-09 Updating Elected Officials Expense Policy.pdf](#)

[Proposed Resolution No. 2025-09.pdf](#)

[Exhibit A - EXPENSE POLICY FOR ELECTED OFFICIALS 1-14-2025.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

On [December 11, 2018](#), City Council adopted [Resolution No. 2018-181](#) to update the current expense policy for elected officials. The annual allowance for travel and training was expanded to include community relations events. The annual amounts are \$6,500 for Council members and \$11,000 for the Mayor. Allowances must be spent in the same calendar year as the actual travel, training and/or community relations event.

The use of these funds varies by Councilmember. Council's practice is to permit the transfer of funds during the year from one member to another so long as the overall budget for all of Council is not exceeded. Currently, transferring funds is not specifically permitted or prohibited by the Expense Policy as written.

Proposed Resolution No. 2025-09 would create a provision and procedure for Council members' transferring funds to cover those who have exceeded their allowances. Staff would not pay for an expense or register for an event until there is confirmation that the expense can be covered either by the member's own allowance or by another member's allowance. This resolution would also require that the funding for the training, travel or community relations expense was secured before the expense is incurred.

## Financial Considerations

This resolution does not change the amount approved for Councilmember expenses. It remains \$6,500 for Council members and \$11,000 for the Mayor, for a total of \$76,000.

## Prior Council or Other Entity Actions

[July 8, 2008](#) - Council approved Resolution 2008-133, adopting an Expense Policy for Elected Officials.

[July 13, 2010](#) - Council approved Resolution 2010-92, adopting an updated Expense Policy for Elected Officials.

[December 11, 2018](#) - Council approved Resolution 2018-181, adopting an updated Expense Policy for Elected Officials.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to update the expense policy, the appropriate motion is...  
**That Resolution 2025-09 be adopted.**

## Alternatives

Do not approve the change to the expense policy.

# RESOLUTION NO. 2025-09

A resolution adopting an updated expense policy for elected officials

## Recitals

Whereas, December 11, 2018, Council approved Resolution No. 2018-181, adopting an its most recent expense policy; and

Whereas, Council desires to update the Expense Policy to permit the transferring of funds between members without a change to the overall budgeted amount.

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

## Section 1.

The Expense Policy for Elected Officials, attached hereto as Exhibit A, is hereby adopted and replaces any prior policy.

## Section 2.

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

Approved on January 14, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

*NCR*

---

City and County Attorney

**Bold type** indicates new material to be added to the Expense Policy

~~Strikethrough type~~ indicates deletions

## EXPENSE POLICY FOR ELECTED OFFICIALS

WHEREAS, City Councilmembers and the Mayor ("elected officials") travel both within and outside of the state of Colorado for the purpose of representing the City and County at meetings and associations as well as for training to enhance their knowledge and skills regarding the performance of their positions within the City and County government; and

WHEREAS, elected officials participate in a variety of community activities for the purpose of representing the City and County at such activities; and

WHEREAS, Section 4.8 of the Broomfield Home Rule Charter provides that the Council and Mayor may, upon order of the Council, be paid their actual and necessary expenses incurred in the performance of their duties of office; and

WHEREAS, it is the desire of the City Council to adopt a policy for elected officials' expenses consistent with the aforesaid Charter provisions; and

WHEREAS, in formulating this policy, it is recognized that the citizens of the City and County may receive both tangible and intangible benefits through having representatives not only at formal meetings, but also by providing the opportunity for those in local government service to participate in forums through which informal networking and information exchanges may occur and by having representatives at and participating in community events and activities; and

WHEREAS, it is inherently understood in this policy that an individual traveling on official City and County business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO ESTABLISHES THE FOLLOWING POLICY:

Section 1. Short Title. This Policy shall be known as and may be cited as the Expense Policy for Elected Officials.

Section 2. General Policy. All expenses which are to be paid by the City and County of Broomfield must be reasonable, necessary, and directly attributable to the participation in and attendance at the function involved.

### Section 3. Training and Travel and Community Relations

3.1 Annual Allowance - Establishment. Each year, the City Council shall establish an expense allowance for each Councilmember and for the Mayor (hereinafter the "Annual



Allowance" or "Allowance"). The annual allowance shall be used for training and travel or community relations events.

3.1 (a) - Training and Travel. Training and travel shall be recognized as events that assist the elected official's professional development.

3.1 (b) - Community Relations. The City Council recognizes the positive public and community benefits that result from participation by elected officials and their invited guests in community activities and events. Direct participation by elected officials in these activities promotes interaction and communication with citizens, volunteers, and local businesses thus facilitating healthy relationships with city government.

3.2 Amounts of Annual Allowances Established. The amount of the Annual Allowance shall be the same for each Councilmember and shall be as determined annually by the City Council for the Mayor.

3.2 (a) For City Council Members. The amount of the Annual Allowance for each member of the City Council is hereby set as \$6,500.

3.2 (b) For the Mayor. The amount of the Annual Allowance for the Mayor is hereby set as \$11,000.

3.2 (c) Adjustments. Adjustment to the aforesaid amounts may be made by the City Council annually.

3.2 (d) Pro-rations. When any elected official assumes office during the calendar year, that elected official's Annual Allowance shall be pro-rated through the end of the year.

3.2 (e) Timing of the expense. Allowances are intended for training and travel and community relation events during a calendar year. Allowances must be spent in the same calendar year as the actual travel. **No registration should be made or expense incurred until the member has confirmed they have sufficient funds in their Annual Allowance or can use another members' Annual Allowance per section 3.2(f) below.** ~~If an elected official anticipates an expense that exceeds the annual amount, the Council can review the request and grant an exception to the annual allowance.~~

**3.2 (f) Transferring of Allowances. An elected official may transfer funds from their Annual Allowance to another elected official when that elected official does not have sufficient funds in their own Annual Allowance to pay for an expense(s). Both elected officials must agree to the transfer and communicate that agreement to staff in writing (email is sufficient). No registration will be made or expense incurred until there is confirmation that the expense can be covered. If an elected official anticipates an expense that exceeds the Annual Allowance and a transfer is not agreed-upon, the Council can review the request and grant an exception to the Annual Allowance.**

3.3 If Annual Amounts Are Not Established. In the event the City Council in any given year fails to establish such Annual Allowances, the amount of the Allowances shall remain at

the prior year's level, provided that there are sufficient funds budgeted for such purposes in the City and County's budget.

3.4 Purpose. The Annual Allowance is intended to cover all expenses related to training and travel and community relations, including but not limited to, transportation, registration, meals, and lodging.

3.5 Mileage and Parking.

3.5 (a) Training and Travel. Elected officials may request reimbursement for mileage, tolls, and parking when using their personal vehicle while engaging in City and County business in their capacity as an elected official (other than Community Relations Events), including travel for the purposes of attending training, seminars, meetings, or conferences. IRS guidelines shall be used to allow reimbursement. Any mileage, tolls, and parking reimbursement shall be charged to and shall be counted as an expenditure of the Annual Allowance. Reimbursement requests shall include information describing date of travel, the origination point, the destination point, the distance traveled, the business purpose of the trip, and a description (with receipts where possible) of reimbursable tolls and parking. Unless otherwise stated, the origination point shall be the residence of the elected official. Mileage for meetings held at any City and County of Broomfield facility will not be reimbursed.

3.5 (b) Community Relations. Mileage and parking for community relations events and activities shall not be paid for by the City and County.

3.6 Meals. Regarding meals during training and travel activities and programs, elected officials shall be reimbursed for meals only on a per diem basis. The per diem is in lieu of reimbursement for actual expenditures for food. The per diem will be calculated using IRS guidelines. When the cost of a meal is included in any registration fee for an event, no per diem will be allowed for said meal. Meal costs shall be charged to and counted as an expenditure of the Annual Allowance.

3.7 International Travel Prohibition. This policy does not allow for any travel or training outside the 50 United States of America.

3.8 Travel Companions.

3.8 (a) Travel and Training. Companions are permitted to travel with an elected official. However, any additional expenses related to travel for companions must be reimbursed to the City and County. The City and County Manager's office will, within reason, assist the elected official with airfare and hotel arrangements for companions, so that travelers can travel on same flights and stay in same hotels. Further travel arrangements for companions should be made by the elected official, and whenever possible, expenses for companion travel should be paid directly by the elected official.

3.8 (b) Community Relations. Invited guests of elected officials may attend community relations events at the expense of the City and County of Broomfield; however, the elected official must also be in attendance at the event. Any expense

incurred as a result of an elected official's guest attending a community relations event shall be counted as an expenditure of the elected official's Annual Allowance.

### 3.9 Procedures, Advance Payments, and Costs

3.9 (a) Travel Arrangements. Elected officials will work with the City and County Manager's office regarding training and travel plans, including conference or seminar registrations, meetings, lodging accommodations, and travel arrangements for all training and travel or community relations events.

3.9 (b) Advance Payment. An elected official may request an advance of funds to cover anticipated training and travel or community relation event expenses. When possible, expenses should be prepaid by the City and County rather than the elected official seeking reimbursement.

3.9 (c) Unused Advances and Other Reimbursements. Except for the previously described per diem, all monies due to the City and County in the form of any unused advance funds, expenditures in excess of specified limits, or other expenses (including expenses for travel companions) must be submitted to the City and County Manager's Office within fourteen days of the elected official's return, along with receipts documenting how the advance was used in compliance with this expense policy.

3.9 (d) Final Decisions Regarding Policy Compliance. Any final decisions necessary regarding compliance with this policy shall be made by the City Council.

### 3.10 Documentation and Reports

3.10 (a) Documentation. Each elected official shall work with the City and County Manager's Office staff to complete the reporting and documentation requirements established by the Finance Department in accordance with B.M.C. 2-02-040(B).

3.10 (b) Report to City Council. After attending a conference, seminar, or any other training and travel function for which the City and County has paid, each elected official shall provide a written or verbal report to the City and County Manager's Office for posting on the website. Such report shall be made within 30 days of completion of the conference, seminar, or other training and travel function. If a written form is chosen, Councilmembers shall use the official reporting form, attached hereto as Exhibit A. All reports will be posted to the official Council Travel Website. The date, cost, and title of the event will also be posted on the website by the deadline, whether or not a report is given.

3.10 (c) Report from the Finance Department. On a quarterly basis, at a regular council meeting, Council shall receive a special report from the Finance Department regarding the annual allowance expenditures for travel and training and community relations events for elected officials year to-date.

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# City and County of Broomfield

## City Council Regular Meeting

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### D. Proposed Resolution Designating the Public Place for Posting Notices of Public Meetings

| Meeting   | Agenda Group            |
|---|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM  | Consent Items Item: 6D. |
| Presented By  |                         |
| Crystal Clemens, City Clerk   |                         |
| Community Goals   |                         |
| <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

The Colorado Open Meetings Law, C.R.S. 24-6-402, part of the Colorado Sunshine Act of 1972 (Act) full and timely notice to the public of any meeting held by the City Council or any Broomfield board, committee, or commission. Full and timely notice is deemed to have been given if a notice is posted at a designated public place within the boundaries of the Broomfield at least 24 hours prior to the meeting. the City Council to designate the public place for posting meeting notices at its first regular meeting of each calendar year. C.R.S. 24-6-402(2)(c)(I).

### **Attachments**

[Memo for Resolution No. 2025-01 Designating the Public Place for Posting Notices of Public Meetings as Required by Colorado's Open Meetings Law.pdf](#)  
[Resolution 2025-01.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The Colorado Open Meetings Law, C.R.S. 24-6-402, part of the Colorado Sunshine Act of 1972 (Act), requires full and timely notice to the public of any meeting held by the City Council or any Broomfield board, committee, or commission. Full and timely notice is deemed to have been given if a notice is posted at a designated public place within the boundaries of the Broomfield at least 24 hours prior to the meeting. City Council shall designate the public place for posting meeting notices at its first regular meeting of each calendar year. C.R.S. 24-6-402(2)(c)(I).

Prior to 2020, Broomfield designated the bulletin board in the lobby of the George Di Ciero City and County Building as the location for posting notices of public meetings for the City Council and for the boards, committees, and commissions of the city.

In April 2019, the legislature passed HB 19-1087, which amended Colorado's Open Meeting Law to allow local governments to post meeting notices online and to relieve local governments of the requirement to physically post such notices. C.R.S. § 24-6-402(2)(c)(II). The intent was to transition all local governments to online posting. In January 2020, Broomfield first designated its website as the place of posting for public meetings.

Resolution No. 2024-01 continues the designation of Broomfield's website as the place of posting for public meetings, and in the event the City Clerk is unable to post on the website, notice is required to be posted in the lobby of the George Di Ciero City and County Building.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

[January 9, 2024](#) City Council approved Resolution No. 2024-01 designating the City and County of Broomfield website as the place for posting public meetings. Each year prior, Council has made a designation at the start of the year.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to set the website as the primary place for meeting notices, the appropriate motion is...

**That Resolution 2025-01 be adopted.**

## Alternatives

Select another meeting notice site.

# RESOLUTION NO. 2025-01

A resolution designating the public place for posting notices of public meetings as required by Colorado's Open Meetings Law

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

## Section 1.

Pursuant to the provisions of section 24-6-402(2)(c)(I), C.R.S., the City Council designates its website, [www.broomfield.org](http://www.broomfield.org), as the public place for posting notices of public meetings.

The City and County Clerk is directed to confirm that this website address has been provided to the Colorado Department of Local Affairs for inclusion in its inventory.

## Section 2.

If for any reason the City and County Clerk is unable to post notice on the designated website, such notice shall be posted in the lobby adjacent to the Council Chambers in the George Di Ciero City & County Building at One Descombes Drive, a location within the corporate limits of the city.

## Section 3.

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

APPROVED on January 14, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney





# City and County of Broomfield

## City Council Regular Meeting

### E. Proposed Resolution for a Revocable Permit for Matthew Alderman (14560 Lowell Blvd) for a fence and berm

| Meeting                            | Agenda Group            |
|------------------------------------|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Consent Items Item: 6E. |
| Presented By                       |                         |
| Katie Allen                        |                         |
| Community Goals                    |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

The Applicant, Matthew Alderman, is requesting a revocable permit for an existing split rail fence and berm in the public right-of-way along the right-of-way line on the western edge of his property. The fence is placed approximately 23 feet off the east side of the pavement and the berm is directly east of the fence. Broomfield Code Compliance issued a violation in July 2024 because the improvements were completed without a revocable permit or construction permit from the City. Mr. Alderman did coordinate the location of the fence and berm with Broomfield staff to ensure it would not negatively impact existing drainage or existing utilities along Lowell Boulevard, but did not submit the necessary paperwork at the time. Mr. Alderman wanted the berm and fence to be added along his property line to provide additional privacy for his property. The location of the fence and berm are not anticipated to conflict with any future Capital Improvement Projects along Lowell Boulevard, but if this area of the right-of-way is required in the future, then the revocable permit allows the City to have the fence and berm removed at the Applicant's expense.

### **Attachments**

[Memo Revocable Permit Matthew Alderman 14560 Lowell Blvd.pdf](#)

[Res 2025-17 Revocable Permit Matthew Alderman 14560 Lowell Blvd.pdf](#)

[14560 Lowell Blvd Revocable Permit Signed.pdf](#)



## Summary

[View Correspondence](#)

[View Presentation](#)

The Applicant, Matthew Alderman, is requesting a revocable permit for the existing fence and berm in public right-of-way along the right-of-way line on the western edge of his property at 14560 Lowell Boulevard in the Wilcox Subdivision.

Chapter XVII, Section 17.9 - Revocable Permits of the Broomfield Charter gives the City Council the ability to grant a permit at any time for the temporary use or occupation of any street, alley, or City-owned place, provided such permit shall be revocable by the Council at its pleasure. City Council has previously approved revocable permits for safety traffic cameras in Interlocken, private landscaping in Broomfield County Club Filing No. 4, a temporary fire station near the Water Reclamation Facility, and a monument sign at the Rocky Mountain Metropolitan Airport.

The Applicant, Matthew Alderman, is requesting a revocable permit for an existing split rail fence and berm in the public right-of-way along the right-of-way line on the western edge of his property. The fence is placed approximately 23 feet off the east side of the pavement and the berm is directly east of the fence. Broomfield Code Compliance issued a violation in July 2024 because the improvements were completed without a revocable permit or construction permit from the City. Mr. Alderman did coordinate the location of the fence and berm with Broomfield staff to ensure it would not negatively impact existing drainage or existing utilities along Lowell Boulevard, but did not submit the necessary paperwork at the time. Mr. Alderman wanted the berm and fence to be added along his property line to provide additional privacy for his property. The location of the fence and berm are not anticipated to conflict with any future Capital Improvement Projects along Lowell Boulevard, but if this area of the right-of-way is required in the future, then the revocable permit allows the City to have the fence and berm removed at the Applicant's expense. A graphic showing the location of the berm and fence within the Lowell Blvd. right-of-way is provided as Exhibit A of the revocable permit.

If the revocable permit is approved, the improvements will remain in place. The fence and berm are not expected to have a negative impact on public right-of-way and, per the revocable permit, the Applicant is responsible for all maintenance and repair of the area. Broomfield is not responsible for any damage or maintenance of the facilities. The applicant must remove the fence and berm within 30 days following notification from Broomfield.

Proposed Resolution No. 2025-17 would approve the revocable permit for the fence and berm in the public right-of-way along Lowell Boulevard.

## Financial Considerations

There is no financial impact to Broomfield.

## Prior Council or Other Entity Actions

N/A

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

N/A

## **Proposed Actions / Recommendations**

If Council desires to approve the Revocable Permit, the appropriate motion is...  
**That Resolution 2025-17 be adopted.**

## **Alternatives**

Do not approve the agreement.

# RESOLUTION NO. 2025-17

A resolution approving a Revocable Permit between the City and County of Broomfield and Matthew Alderman (14560 Lowell Blvd) for an existing fence and berm in the public right-of-way

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

## Section 1.

Pursuant to the provisions of Section 17.9 of the Broomfield Charter, Council hereby approves the Revocable Permit by and between the City and County of Broomfield and Matthew Alderman, for the installation of a fence and berm located in the public right-of-way at 14560 Lowell Boulevard(Wilcox Subdivision).

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign the Revocable Permit, with such technical additions, deletions and variations as the City and County Attorney may deem necessary and appropriate and not inconsistent with this Resolution. The Office of the City and County Clerk is authorized to attest the Agreement if needed.

## Section 3.

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

Approved on January 14, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

KKH

---

City and County Attorney

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND MATTHEW ALDERMAN FOR THE GRANT OF A REVOCABLE PERMIT TO USE  
AND OCCUPY CITY OWNED PROPERTY  
LOCATED AT 14560 LOWELL BLVD (WILCOX SUBDIVISION) RIGHT OF WAY

- 1.0 PARTIES. The parties to this Agreement for the Grant of a Revocable Permit (this "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and body politic and corporate of the State of Colorado (the "City"), and Matthew Alderman, (the "Permittee"), collectively, the "Parties," or individually, a "Party."
- 2.0 RECITALS AND PURPOSE.
- 2.1. The City owns that certain property located at the right-of-way to the west of 14560 LOWELL BLVD, consisting of approximately 6,145 square feet that extend 18 feet to the west of the west property line as indicated on **Exhibit A**] (the "Property").
- 2.2. The Permittee has accessed the City property and installed a fence and a berm as indicated on **Exhibit A**, attached hereto and incorporated herein (the "Facilities").
- 2.3. The City desires to grant a revocable permit to the Permittee under the terms and conditions as provided in this Agreement.
- 3.0 TERMS AND CONDITIONS. For and in consideration of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:
- 3.1. Grant of Permit. The City hereby grants to the Permittee a revocable permit for right to construct, maintain, operate, repair, inspect, remove and replace the Facilities, as depicted on **Exhibit A** within the Property as described herein until such permit is terminated as provided herein (the "Revocable Permit"). The Permittee acknowledges and agrees that the City currently uses and intends to continue to the use the Property for road purposes, and the rights granted to the Licensee for use of the Property are subject to the rights of the City to use the Property for a public road, shoulder, snow or material storage, drainage, or other purposes as permitted by law which the County expressly reserves.
- 3.2. Construction and Alterations. The Permittee has constructed the structures or improvements placed in the Property at the expense of the Permittee. The Permittee provided plans and specifications to the City after the construction and alterations of the Property had already been

completed. The City has reviewed and approved such plans and specifications. In addition, the Permittee shall obtain any other permits required for the construction, including but not limited to a Public/Private Improvement Permit, as applicable. If the Permittee's construction requires any deviation in any manner from the approved plans and specifications, the Permittee shall notify and obtain prior written approval from the City for any changes in advance of any construction or alteration. Any damage to existing facilities located on the Property as a result of the Permittee's construction or alteration of the Facilities shall be paid for by or repaired at the expense of the Permittee. These provisions shall also apply to any other work involving the maintenance, operation, repair, inspection, removal, replacement, or relocation of the Facilities on the Property. After initial construction of the Facilities and thereafter, in the event of resettling, the Permittee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore original conditions, as applicable.

- 3.3. Maintenance and Repair. The Permittee agrees to maintain, and repair any structures or improvements placed in the Property at the expense of the Permittee and in accordance with Section 3.2 above. The Permittee agrees that the City is not and will not assume any liability, responsibility, or costs for any damage or maintenance to any Facilities erected by the Permittee on the Property under this Agreement.
- 3.4. Prior Rights. This Revocable Permit is issued subject to any prior permits, easements, leases or other rights granted by the City, or its predecessors, for improvements of other parties. The City reserves the right to permit others to install improvements in, on, under, or along the Property. The Permittee acknowledges that utilities may be located in and under the Property. The Permittee is advised to contact the Utility Notification Center of Colorado (1-800-922-1987) at least two (2) working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities which may affect the Property.
- 3.5. Termination. The use and occupancy described in the Revocable Permit shall continue from the date of this Agreement to the time that this Agreement is terminated. The City may terminate this Agreement at any time by giving written notice to the Permittee ten days in advance of the effective date of termination and specifying the date of termination therein. Upon termination of this Agreement by the City pursuant to this section, Permittee shall, at its expense, remove the Facilities from the Property and restore the general surface of the Property, as nearly as may reasonably be, to the grade and conditions it was immediately prior to the placement of the Facilities on the Property. The Permittee shall obtain any permits required for the removal of the Facilities, including but not limited to a Public/Private Improvement Permit, as applicable.

- 3.6. Release. The Permittee agrees that it will never institute any action or suit at law or in equity against the City or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present or future, arising from the Revocable Permit granted to Permittee. The Permittee hereby releases and absolves the City, its agents and employees, from any liability for any damage to any of the Facilities on the Property that may be caused by City construction or maintenance operations, or any other reason, including, but not limited to, removal, piling and plowing of snow, and from any liability for any injury or damage incurred by the Permittee in their use of the Facilities on the Property.
- 3.7. Indemnification. The Permittee expressly agrees to indemnify, defend and hold harmless the City and any of its officers or employees from any and all claims, demands, damages, court awards, including any costs and attorney's fees, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, or any liability whatsoever from or, arising out of, the execution of this Revocable Permit by the Parties, or the presence of any Facilities or improvements by, or the use of the Facilities by the Permittee, its employees or agents.
- 3.8. Insurance. To assure the City that the Permittee is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on **Exhibit B**. Current proof of such insurance is attached at **Exhibit B**, incorporated by this reference. However, proof of insurance attached as **Exhibit B** shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
- 3.9. Charter Provision. This Agreement is subject to the provisions of section 17.9 of the Charter for the City of Broomfield.
- 3.10. Other Conditions. The Permittee agrees to:
  - 3.10.1. Maintain the berm and fence:
    - 3.10.1.1. The Permittee shall implement and maintain erosion control measures at the berm, including permanent vegetation.

3.10.1.2. The Permittee shall maintain the fence, and any repairs shall be intended to return it to its existing configuration.

3.10.1.3. The Permittee shall return the property to its original condition if the berm and/or fence are removed.

4.0 ASSIGNMENT. This Agreement shall not be assigned by Permittee without the prior written consent of the City, which may withhold its consent for any reason.

5.0 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 below, or at such other addresses as have been previously furnished in writing, to the other party or parties.

City and County of Broomfield  
ATTN: City Manager  
Address: One DesCombes Drive  
City: Broomfield  
State: Colorado  
Zip: 80020

....

Address:  
City:  
State:  
Zip:

Such notice shall be deemed to have been given when deposited in the United States Mail.

6.0 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.

7.0 COMPLIANCE WITH THE LAWS. The Permittee shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules or ordinances that affect this Permit and those employed or engaged by the Permittee.

8.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.

9.0 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 constructed as a waiver of any subsequent breach by either party.

- 10.0 BINDING EFFECT. This Agreement shall inure to the benefit or, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 11.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
- 12.0 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.
- 13.0 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.
- 14.0 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.
- 15.0 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.
- 16.0 EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement.

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



DATED: January 14, 2025

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation & body politic  
and corporate of the State of Colorado

\_\_\_\_\_  
Mayor  
One DesCombes Drive  
Broomfield, CO 80020

ATTEST:

\_\_\_\_\_  
City and County Clerk

APPROVED AS TO FORM:

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

PERMITTEE

Matthew Alderman,  
14560 Lowell Blvd  
Broomfield, CO 80023

By: Matthew Alderman  
Name:  
Its:

STATE OF COLORADO )  
COUNTY OF Boulder ) ss

The foregoing instrument was acknowledged before me this 5 day of September, 2024 by Matthew Alderman.

Witness my hand and official seal.

[SEAL]

Dolores B. Dipetrilo  
Notary Public

DOLORES DIPETRILO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084023434  
MY COMMISSION EXPIRES JULY 07, 2028



## Exhibit A

### Legal Description of Revocable Permit Area

14560 Lowell Boulevard, Broomfield, Colorado.



**EXHIBIT B**  
**Insurance Requirements**

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including  
GL/Auto/WC**

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A-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 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 – The above insurance policies shall include provisions preventing cancellation or non-renewal 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. 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.
10. 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.
11. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.

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

| Insurance Requirements - GL/Auto/WC  |  |  |
|--|--|--|
|  | COVERAGES AND LIMITS OF INSURANCE  | Required   |
| 1.   | <b>Commercial General Liability</b> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>Note:</b> For contracts involving vendor/contractor contact with minors or at risk adults Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p> | <b>Minimum Limits:</b> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project aggregate for construction contracts)</li> <li>\$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)</li> </ul> |
| 2.   | <b>Automobile Liability</b> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>   | <b>Minimum Limit:</b> <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>  |
| 3.   | <b>Workers' Compensation</b> <ul style="list-style-type: none"> <li>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. Employer's Liability with:</li> </ul> <p><b>Note:</b> 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.</p>  | <b>Employer's Liability with Minimum Limits:</b> <ul style="list-style-type: none"> <li>\$100,000 Each Accident</li> <li>\$100,000 Each Employee by Disease</li> <li>\$500,000 Disease Aggregate</li> </ul>  |
| <p><b>Additional Insured - The following shall be named an Additional Insured:</b> 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 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.</p> <p><b>Certificate Holder is:</b><br/> City and County of Broomfield<br/> One DesCombes Drive<br/> Broomfield, CO 80020-2495<br/> <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p> |  |  |

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



# City and County of Broomfield

## City Council Regular Meeting

### F. Proposed Resolution Reappointing Charles Mains, M.D, to the Mile High Regional Emergency Medical and Trauma Advisory Council (RETAC)

| Meeting   | Agenda Group            |
|---|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM  | Consent Items Item: 6F. |
| Presented By  |                         |
| Clay Shuck  |                         |
| Community Goals   |                         |
| <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

Broomfield representatives appointed to serve on the Regional Emergency Medical and Trauma Advisory Council (RETAC) currently include: Lenzi McGee, Broomfield's Emergency Management and Response Coordinator; Mark Daugherty, Deputy Chief for North Metro Fire Rescue District; and Charles Mains, M.D., Medical Director, Centura Health Trauma System. Proposed Resolution No. 2025-020, if approved, would reappoint Dr. Charles Mains for a new term that ends January 1, 2027.

### **Attachments**

[Memo Reappointing Charles Mains, M.D. to RETAC.pdf](#)

[Resolution 2025-020 Reappointing Dr. Charles Mains to RETAC \(1\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The Mile High Regional Emergency Medical and Trauma Advisory Council (RETAC), comprised of representatives from Arapahoe, Adams, Broomfield, Denver, Douglas, and Elbert counties, is charged with overseeing a multi-county organization to share resources, equipment, and facilities for emergency medical and trauma services.

Broomfield approved the initial Intergovernmental Agreement (IGA) establishing RETAC in April of 2002 and an amended IGA in March 2008.

The terms for RETAC members are staggered two-year terms. The IGA requires an appointment by resolution.

Broomfield representatives appointed to serve on the RETAC currently include: Lenzi McGee, Broomfield's Emergency Management and Response Coordinator; Mark Daugherty, Deputy Chief for North Metro Fire Rescue District; and Charles Mains, M.D., Medical Director, Centura Health Trauma System. Proposed Resolution No. 2025-020, if approved, would reappoint Dr. Charles Mains for a new term that ends January 1, 2027.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

[Resolution No. 2018-23-BH](#), approved on January 23, 2018, reappointed Mr. Vahling and Captain Riley for a new term

[Resolution No. 2020-34-BH](#), approved on January 28, 2020, reappointed Lenzi McGee and Captain Ross Riley for a new two-year term ending January 1, 2022.

[Resolution No. 2021-26-BH](#), approved on March 9, 2021, reappointed Dr. Mains for a new two-year term ending January 1, 2023.

[Resolution No. 2022-153](#), approved December 13, 2022, reappointing Dr. Charles Mains for a new two year term ending January 1, 2025

## Boards and Commissions Prior Actions and Recommendations

N/A

## **Proposed Actions / Recommendations**

If Council desires, the appropriate motion is.

**That Resolution 2025-020 be adopted.**

## **Alternatives**

City Council could choose an alternate appointment.



# RESOLUTION NO. 2025-020

A Resolution approving the reappointment of Charles Mains, M.D., to the Mile High Regional Emergency Medical and Trauma Services Advisory Council (RETAC)

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

## Section 1.

- 1.1 The Amended IGA establishing the Mile High Regional Emergency Medical and Trauma Advisory Council (RETAC) requires the participating jurisdictions to appoint members to serve on the Council by resolution or ordinance to serve two-year terms.
- 1.2 Charles Mains, M.D., Medical Director, Centura Health Trauma System, is hereby reappointed as a representative for the City and County of Broomfield to the Mile High Regional Emergency Medical and Trauma Advisory Council for a two-year term expiring January 1, 2027.

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

Approved on January 14, 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



# City and County of Broomfield

## City Council Regular Meeting

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### G. BOE Proposed Resolution for Approval of Mutual Agreements for abatements over \$10,000

| Meeting                            | Agenda Group            |
|------------------------------------|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Consent Items Item: 6G. |
| Voted By Board                     | Presented By            |
| Board of Equalization - BOE        | Jay Yamashita           |
| Community Goals                    |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve a mutual agreement for abatement/refund of property taxes recommended by the Assessor and agreed upon between the Assessor and the petitioner.

### **Attachments**

[BOE Memo - Approval of mutual agreements for abatements over \\$10,000 - 1.14.25.pdf](#)

[Resolution 2025-26-BOE - Approval of Mutual Agreements on abatements.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve a mutual agreement for abatement/refund of property taxes recommended by the Assessor and agreed upon between the Assessor and the petitioner outlined below.

The taxpayer identified below has filed an abatement petition alleging that their property has been overvalued or that their tax levy is levied erroneously. The Assessor recommends approval of the mutual agreement resolving the petition in the amount indicated.

If the abatement appeal is approved by Council, the Treasurer's Office will calculate interest owed and send payment to the taxpayer. The Property Tax Administrator must approve all refunds in excess of \$10,000.00. Upon approval of this resolution, the abatement will be sent to the Property Tax Administrator for further review in accordance with C.R.S §39-2-116. If unsatisfied with Council's action, a taxpayer may appeal further to the State Board of Assessment Appeals.

## Financial Considerations

Petitioner

[Aequus Partners LLC R8861038](#)

Taxes Abated/Refunded

\$104,696.90

Rationale: The parking garage located on this parcel was demolished in 2022 and the value of the parking garage was erroneously included on the 2023 tax roll. The demolition permit was issued for an adjacent address and was missing from the Major Commercial Activity Report issued in 2022. The improved land (parking lot) and a remaining utility building's value remain on the tax roll as commercial property for the 2023 and 2024 tax rolls.

## Prior Council or Board Of Equalization Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the recommendations of the Assessor and approve the mutual agreement, whose terms are agreed upon by the Assessor and the property owner, the appropriate motion is...

That Resolution 2025-26-BOE be adopted.

## Alternatives

Council could deny the abatement and reject the mutual agreement, in which case the petitioners are likely to file for further appeals to the State Board of Assessment Appeals.

# RESOLUTION NO. 2025-26-BOE

A resolution approving a Mutual Agreement on an Abatement over \$10,000

## Recitals.

Whereas, City Council sits as the Broomfield Board of Equalization; and

Whereas, pursuant to C.R.S. §39-1-113 and 39-10-114, City Council has considered the recommendations of the Assessor relating to the petitions for abatement or refund as submitted by the taxpayers identified below.

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

## Section 1.

The findings and mutual agreement between the petitioners and Assessor over \$10,000 listed below are hereby approved:

1. Petitioner Schedule No.: [Aequus Partners LLC R8861038](#)

and if the mutual agreements are approved by the Property Tax Administrator, the Treasurer is directed to the abatement of taxes pro rata for all levies applicable to such property, or, in the case of a refund, refund of taxes pro rata by all jurisdictions receiving payment thereof in accordance with state law.

## Section 2.

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

Approved on January 14, 2025

Board of Equalization

---

Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

KKH

---

City and County Attorney



# City and County of Broomfield

## City Council Regular Meeting

### H. Proposed Resolution Approving an Intergovernmental Agreement with Colorado Legal Services

| Meeting   | Agenda Group            |
|---|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM  | Consent Items Item: 6H. |
| 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](#)

Resolution 2025-19 approves an Intergovernmental Agreement between Colorado Legal Services and Broomfield and several other jurisdictions for continued services including eviction prevention and landlord disputes for the next two years (2025-2026).

### **Attachments**

[Memo.pdf](#)

[Resolution 2025-19.pdf](#)

[IGA Contract](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Resolution 2025-19 approves an Intergovernmental Agreement between Colorado Legal Services and Broomfield and several other jurisdictions for continued services related to the Landlord/Tenant Legal Services Program including eviction prevention and landlord disputes for the next two years (2025-2026).

In 2018, the City and County of Broomfield and Adams County, along with the cities of Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster entered into a two-year pilot program with the [Colorado Legal Services](#) (CLS), to provide legal services for low and moderate-income households focused on eviction prevention, fair housing, and landlord-tenant issues. This was in direct response to the multitude of complaints coming from Broomfield mobile home park residents, which resulted in both the IGA and the [Broomfield Mobile Home Owners Handbook](#).

CLS provides two (2) attorneys as well as a part-time paralegal to assist with the following disputes: landlord/tenant, debtor claims, domestic violence, domestic relations, public benefits, as well as senior law issues. For these services, the IGA provides that all participants would collectively agree to pay \$235,000 annually to CLS for 2025 and 2026 of which Broomfield's portion is \$14,000 total with \$7,000 provided each year. This is consistent with Broomfield's contribution in 2023 and in 2024. The percentage of the cost to each municipality depends on the number of residents served.

### Schedule of Annual Contributions for Each Jurisdiction

| Partner         | 2025-2026<br>Commitment* |
|-----------------|--------------------------|
| Adams County    | \$37,000                 |
| Aurora          | \$25,000                 |
| Brighton        | \$12,000                 |
| Broomfield      | \$7,000                  |
| Commerce City   | \$22,000                 |
| Federal Heights | \$11,000                 |
| Northglenn      | \$20,000                 |
| Thornton        | \$25,000                 |
| Westminster     | \$31,000                 |
| Total           | \$190,000                |

Services are provided by appointment at the Adams County Courts and the Irving Street Library in Westminster. CLS does in person and remote meetings with clients as well. According to their [2024 quarterly reports](#), CLS has served over 181 residents from all municipalities mentioned above, more specifically, 22 Broomfield residents in 2024 so far (12 residents in quarter 1, 6 residents in quarter 2, 4 residents in quarter 3, 4th quarter coming soon). The number of residents helped have increased over the last year due to CLS being present at the combined courts every Thursday, when eviction hearings take place.

Over the years, CLS has reduced preventable evictions through the provision of high-quality legal services, mitigated eviction-related consequences for tenants by providing legal services and advocacy, and connected tenants with community resources that will assist the clients further, thereby preventing eviction.

## Financial Considerations

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

| Sources and Uses of Funds    | Amount  |
|------------------------------|---------|
| Fund 1 (01-83200-53164) 2025 | \$7,000 |
| Fund 2 (01-83200-53164) 2026 | \$7,000 |
|                              |         |
| Colorado Legal Services 2025 | \$7,000 |
| Colorado Legal Services 2026 | \$7,000 |
| Projected Balance            | \$0     |

## Prior Council or Other Entity Actions

[Resolution No. 2023-24](#) approved the 2023-2024 IGA with Colorado Legal Services

[Resolution 2021-34](#) approved the 2021 IGA with Colorado Legal Services

[Resolution 2018-229](#) approved the 2018-2019 IGA with Colorado Legal Services for its landlord/tenant legal services pilot program

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the IGA with Colorado Legal Services and the neighboring jurisdictions, the appropriate motion is...

**That Resolution 2025-19 be adopted.**

## Alternatives

Do not approve the IGA.



# RESOLUTION NO. 2025-19

A resolution approving an Intergovernmental Agreement for service from Colorado Legal Services for the landlord/tenant legal services program

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

## Section 1.

The Intergovernmental Agreement between the City and County of Broomfield and Adams County, Colorado Legal Services, a Colorado nonprofit corporation, and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City, Aurora, and Northglenn for services from Colorado Legal Services for 2025-2026 in amount not to exceed \$14,000, split evenly between 2025 and 2026, is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign the Intergovernmental Agreement, with such technical additions, deletions, and variations as the City and County Attorney may deem necessary and appropriate and not inconsistent with this Resolution. The Office of the City and County Clerk is authorized to attest the Agreement if needed.

## Section 3.

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

Approved on January 14, 2025

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

KKH

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO LEGAL SERVICES, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY, AURORA, NORTHGLENN, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING CONTRIBUTIONS TOWARD A LANDLORD/TENANT LEGAL SERVICES PROGRAM**

The following Intergovernmental Agreement ("IGA") is made on this 18th day of November, 2024, by and among Adams County, Colorado Legal Services, a Colorado Nonprofit Corporation ("CLS"), and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City, Aurora, Northglenn, and the City and County of Broomfield (all parties with the exception of CLS may be collectively referred to as the "Contributing Members"):

WHEREAS, CLS and the Contributing Members desire to enter into this IGA to address the cost associated with the Landlord/Tenant Legal Services Program ("Program") as defined in the Attached Scope of Services, Exhibit "A"; and

WHEREAS, the total annual cost for the Program is estimated to be somewhat over two hundred twenty thousand dollars (\$235,000) (the "Annual Cost"); and

WHEREAS, the Contributing Members desire to fund the vast majority of the cost of the Program for an additional term of two years; and

WHEREAS, the Contributing Members desire that the proportionate funding set forth herein in Exhibit "B" be committed to pay the cost of the Program; and

WHEREAS, in the event actual Program cost is less than the Annual Cost, the Parties agree that the excess funds be refunded to the Contributing Members based upon the proportionate share of their contributions.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. The term of this IGA shall be the second two-year term of the Program.
2. The Contributing Members agree to pay funds in accordance with Exhibit "B" directly to CLS no later than June 30, 2025 and then again no later than June 30, 2026.
3. CLS is an independent contractor responsible for management of the Program and its employees. Contributing Members will have no direct oversight of the work performed under the Program.

4. Recitals Incorporated. The recitals set forth above are incorporated into this IGA, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this section.

5. Integration and Amendment. This IGA represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This IGA may be amended only by an instrument in writing signed by all the Parties. If any provision of this IGA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this IGA shall continue in full force and effect.

6. Nothing herein shall be deemed or construed as a waiver of the monetary limitations, or any other rights, immunities, and protections provided to the Contributing Members pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.* as may be amended.

7. All payments of the Contributing Members under this Agreement are subject to annual appropriation of funds by their governing bodies. Therefore, nothing in this Agreement shall be deemed or construed as a multiple year fiscal obligation under the meaning of Colorado Constitution Article X, Section 20, also known as the TABOR Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this IGA to be executed as of the day and year first above written.

**ADAMS COUNTY**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**CITY OF THORNTON, COLORADO**

By:

\_\_\_\_\_

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nancy Vincent, City Clerk

APPROVED AS TO FORM:  
Luis Corchado, City Attorney

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

CITY OF FEDERAL HEIGHTS, COLORADO

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

By:

\_\_\_\_\_Date: \_\_\_\_\_

\_\_\_\_\_, Mayor

\_\_\_\_\_Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Hayashi, City Attorney

**CITY OF BRIGHTON, COLORADO**

By: \_\_\_\_\_  
Michael Martinez, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jack D. Bajorek, City Attorney

**CITY OF AURORA, COLORADO**

By: \_\_\_\_\_  
Jason Batchelor, Interim City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michael Lawson, Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Joyce, Assistant City Attorney



**CITY OF NORTHGLENN, COLORADO**

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**CITY AND COUNTY OF BROOMFIELD**

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

CITY OF WESTMINSTER, COLORADO

By: \_\_\_\_\_  
Donald M. Tripp, City Manager

Date: \_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Michelle Parker, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
David Frankel, City Attorney

COLORADO LEGAL SERVICES

  
\_\_\_\_\_  
By: Matthew Baca, Executive Director

Date: 12/17/2024  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**Exhibit “A”**

**SCOPE OF SERVICES – LANDLORD/TENANT LEGAL SERVICES PROGRAM**

November 18, 2024

Re: Letter of Commitment  
Eviction Legal Defense  
Continuation of Program Funding

Dear Contributing Local Governments,

Colorado Legal Services [CLS] understands it will receive funding pooled from your local governments to help support, administer, and continue the Adams and Broomfield Counties Landlord/Tenant Legal Services Program. The public purpose of this donation is to provide legal assistance to low-income households, to help prevent or mitigate the adverse familial and societal impacts of involuntary displacement and/or homelessness within the contributing jurisdictions.

Upon receipt of such funds in the approximate amount of one hundred ninety thousand dollars (\$190,000) per year for an additional term of two (2) years, CLS commits to use the funds as follows:

While referrals to other providers may be made for residents of any income level and donated funds may be used to represent clients with up to 250% of poverty through other providers, CLS will use the funds only to represent residents of the contributing jurisdiction earning up to 200% of the federal poverty guidelines, as revised each year by the federal government and implemented by the CLS Board of Directors, effective May 1, of each year.

- CLS will use the funds only to serve individuals in eviction and housing related matters.
- CLS will not use the funds to initiate or defend any cause of action or civil matter in which one of the local governments, or its housing authority, is an opposing party in an eviction action, but may use other funds to do so, if the professional responsibility of CLS staff to its clients require CLS staff to do so.
- CLS recognizes that while the initial attorney conducting intake may have contact with individuals who face actions initiated by the local governments or their housing authorities as their landlord, any referrals for or actual representation involving those entities will be provided by CLS attorneys currently representing ACHA tenants, or by other CLS attorneys not using donated Program funds, and these donated funds will not be used for client representation of local government or housing authority tenants who are currently receiving representation by CLS through other funding streams or sources. Receipt of these funds, however, in no way limits the ability of CLS to provide representation to local government or

housing authority tenants with non-Program staff paid from other funding streams or sources.

- The support and cooperation of the Chief Judge, judicial officers and staff of the Adams County Court being essential to the success of the Program, CLS recognizes the autonomy of the Adams County Court in overseeing any processes that affect or interact with the court, its personnel, or its space beyond client representation, and CLS will work collaboratively with the Chief Judge or his or her designee to receive guidance on any questions, procedures, or processes within the province, domain or the responsibility of the Adams County Court.
- CLS will provide the contributing local governments with data including the number and general demographics of the individuals served, referrals made to any other legal service provider, and the outcomes of the legal representation provided. Data will be provided at least every three months until the donated funds are expended, and a cumulative summary of all services provided through the Program will be submitted at the conclusion of the Program.

CLS will use these funds for any of the following categories of expenditure: salary and benefits for an Adams County attorney to serve as the lead attorney for this continuing program who will provide the major portion of the legal representation in this Program; salary and benefits for a paralegal, who will work under the direction of the Program attorney; a portion of another CLS attorney's time, salary and benefits; and, a portion of the salary and benefits for the supervision and support of the Program staff funded herein (attorney, paralegal, and part of a second attorney's time). It is understood and agreed that the portion of the second attorney's time, and the supervisor's time attributable to this Program, will not be for cases involving any of the local government entities identified herein. The supervisory attorney, however, may represent current and future tenant in matters in dispute with local governments or housing authorities, but will do so only with other funds and will strictly account for his/her time accordingly; and any agreed upon administrative fees for volunteer attorneys, or the payment for legal representation by any non-volunteer attorney to whom cases are referred or assigned by CLS staff to an attorney or partner agency providing services by fee for service contract or other reasonable arrangement for reimbursement for the legal assistance or representation of clients.

CLS will use these funds to provide landlord-tenant legal clinics and to serve and represent clients in landlord-tenant and other housing disputes.

CLS will continue to employ a lawyer with relevant experience to oversee the Program expeditiously and efficiently. The paralegal will usually, but may not always, be the first point of contact and will screen potential applicants for services and cases, provide direct on-site advice and may provide actual representation in cases as decided by the lead attorney, in consultation with the supervising attorney(s) as appropriate. These funds and/or other CLS resources also may be used to hire one or more paralegals or other professionals deemed necessary and appropriate to perform non-representational functions in a manner that maximizes the availability of attorney resources to increase the number of clients who may be served through the Program.

The lead attorney will also refer cases to the appropriate legal or non-legal agencies for assistance. For example:

While the Adams County Court has established systems for facilitating, recommending procedures, or requiring mediation, the Program staff or volunteers may make additional or earlier referrals for mediation where such referrals do not conflict with the systems, procedures, or orders of the Adams County Court and are in the best interest of the tenant.

-Simpler cases that would still benefit from representation may be referred to the volunteer lawyers participating in the Colorado Poverty Law Project, other legal aid provider, or to supervised clinical law students attending either of the two Colorado law schools.

CLS may, but will not necessarily, include additional volunteer and/or compensated (at a reduced fee) legal services to be provided by the clinical program at the University of Denver Sturm College of Law, and/or the Colorado Poverty Law Project and/or other legal aid provider.

CLS recognizes that additional costs and staff and resources may be required to effectively continue the Program. CLS accepts the responsibility for any additional costs and resources it determines necessary to effectively implement the Program.

CLS will continue the Program for an additional 24 months. CLS will cooperate with any request for information or data, within CLS's ability, related to any local government effort or processes of the contributing local governments required to secure additional funds necessary to extend the legal assistance and representation available to lower income tenants in the contributing jurisdictions beyond the initial Program. CLS may but need not, however, create and distribute reports particular to each jurisdiction. Reports regarding work provided under the Program most often will represent all work provided under the Program.

Matthew Baca  
Executive Director  
Colorado Legal Services

EXHIBIT “B”

Schedule of Annual Contributions for Each Jurisdiction

| Partner         | 2025-2026<br>Commitment* |
|-----------------|--------------------------|
| Adams County    | \$37,000                 |
| Aurora          | \$25,000                 |
| Brighton        | \$12,000                 |
| Broomfield      | \$7,000                  |
| Commerce City   | \$22,000                 |
| Federal Heights | \$11,000                 |
| Northglenn      | \$20,000                 |
| Thornton        | \$25,000                 |
| Westminster     | \$31,000                 |
| Total           | \$190,000                |


### Certificate Of Completion

|   |               |                         |
|---|---------------|-------------------------|
| Envelope Id: B3B86868-06E7-4516-8939-CCE01C8C501B   |               | Status: Completed       |
| Subject: Complete with Docusign: Adams and Broomfield IGA for Colorado Legal Services for 2025-2026.docx... |               |                         |
| Source Envelope:  |               |                         |
| Document Pages: 14  | Signatures: 1 | Envelope Originator:    |
| Certificate Pages: 4  | Initials: 0   | Sharon Tessier          |
| AutoNav: Enabled  |               | 1 DesCombes Dr          |
| Envelope Stamping: Enabled  |               | Broomfield, CO 80020    |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada)  |               | stessier@broomfield.org |
|   |               | IP Address: 97.118.30.4 |

### Record Tracking

|                       |                         |                    |
|-----------------------|-------------------------|--------------------|
| Status: Original      | Holder: Sharon Tessier  | Location: DocuSign |
| 12/10/2024 4:49:59 PM | stessier@broomfield.org |                    |

### Signer Events

| Signer   | Signature   | Timestamp                      |
|--|---|--------------------------------|
| Matt Baca  |  | Sent: 12/10/2024 4:53:55 PM    |
| mbaca@colegalserv.org                                |   | Resent: 12/17/2024 10:16:14 AM |
| Executive Director                                   |   | Viewed: 12/17/2024 10:22:52 AM |
| MatthewBaca  |   | Signed: 12/17/2024 10:23:00 AM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Uploaded Signature Image<br>Using IP Address: 76.154.157.176  |                                |

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/10/2024 8:06:33 PM  
 ID: b528fda6-e13c-41fc-9812-07a9d7d14377

### In Person Signer Events

| Signature | Timestamp |
|-----------|-----------|
|-----------|-----------|

### Editor Delivery Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

### Agent Delivery Events

| Status | Timestamp |
|--------|-----------|
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### Intermediary Delivery Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

### Certified Delivery Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

### Carbon Copy Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

### Witness Events

| Signature | Timestamp |
|-----------|-----------|
|-----------|-----------|

### Notary Events

| Status | Timestamps |
|--------|------------|
|--------|------------|

|                     |                  |                        |
|---------------------|------------------|------------------------|
| Envelope Sent       | Hashed/Encrypted | 12/10/2024 4:53:55 PM  |
| Certified Delivered | Security Checked | 12/17/2024 10:22:52 AM |
| Signing Complete    | Security Checked | 12/17/2024 10:23:00 AM |
| Completed           | Security Checked | 12/17/2024 10:23:00 AM |

### Payment Events

| Status | Timestamps |
|--------|------------|
|--------|------------|

### Electronic Record and Signature Disclosure



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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



# City and County of Broomfield

## City Council Regular Meeting

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### I. BOE Proposed Resolution for Approval of Hearing Officer Recommendations

| Meeting                            | Agenda Group            |
|------------------------------------|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Consent Items Item: 6I. |
| Voted By Board                     | Presented By            |
| Board of Equalization - BOE        | Jay Yamashita           |
| Community Goals                    |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution No. 2025-33-BOE a resolution approving Hearing Officer recommendations on Abatement Petitions

### **Attachments**

[BOE Memo - Approval of Hearing Officer Recommendations for Abatements- 1.14.25.pdf](#)

[Resolution 2025-33-BOE - Approval of hearing officer recommendations for Abatement Requests.pdf](#)

## Summary

[View Correspondence](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve the recommendations of hearing officers relating to various abatement petitions.

The taxpayers identified below have filed abatement petitions alleging that their property has been overvalued or that their tax levy is illegal. Council appointed hearing officers with experience in property valuations and abatements on May 28, 2024. The hearing officers conducted a hearing with the petitioners December 4, 2024 and are making the recommendations described below to Council.

Abatements can be received at any time throughout the year, but the deadline for filing is the first working day in January within two years of the date the taxes were levied. As a result, Broomfield tends to see most abatements filed in late December to early January each year. Pursuant to C.R.S. §39-1-113(1.7), every abatement or refund petition shall be acted upon within six months of the date of filing of the petition.

The hearing officer is recommending **denial** in the following petition:

- a. Petitioner Schedule No.: [BROOMFIELD MULTIFAMILY DST R8870212](#)

## Financial Considerations

While there is a financial implication to Broomfield with the adjustment of property valuations, the valuation of property is handled at the individual property level. The hearing officers are well versed in property valuation and will look at each property individually to determine the actual value of the taxable property based on Colorado statutes by using the appropriate valuation method - the cost approach, sales comparison (market) approach or income approach. The findings presented represent the individual assessment of each property, and not the overall impact to Broomfield's finances.

## Prior Council or Other Entity Actions

On February 13, 2024, Council approved [Ordinance 2225](#) transferring the Board of Equalization (BOE) duties from a separate resident board to Council.

On May 28, 2024, Council approved [Resolution No. 2024-41-BOE](#) confirming the appointment of existing hearing officers, appointing a new hearing officer and two new arbitrators.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

Staff recommends Council approve the recommendations of the hearing officers in the above referenced abatement petitions. To do so, the appropriate motion is...

**That Resolution 2025-33-BOE be adopted.**

## Alternatives

Do not adopt Resolution 2025-33-BOE. This is not advised and will result in Broomfield not meeting its statutory deadlines for these petitions. Council's role is to review and formalize the recommendations of its hearing officer. It is not an appeal of the hearing officer's recommendation. Should Council find any errors or dispute a finding of a hearing officer recommendation, please bring the item to the attention of the City and County Attorney prior to the meeting for guidance.

The City and County Attorney's Office recommends that Council adopt the hearing officer recommendations as a final action of the Board of Equalization. The taxpayers will be notified of the decision and will have an opportunity to appeal this decision if they are dissatisfied.

# RESOLUTION NO. 2025-33-BOE

A resolution approving Hearing Officer recommendations on Abatement Petitions

## Recitals.

Whereas, City Council sits as the Broomfield Board of Equalization; and

Whereas, pursuant to C.R.S. §39-1-113 and 39-10-114, City Council appointed independent referees, or hearing officers, experienced in property valuation to conduct hearings on behalf of Broomfield's board of equalization and submit final recommendations to Council for approval; and

Whereas, the petitioners identified below have submitted petitions for abatements or refunds for taxes alleging taxes have been levied erroneously or illegally, whether due to erroneous valuation for assessment, irregularity in levying, clerical error, or overvaluation and the petitioners have submitted evidence of the proposed value for the subject property;

Whereas, on December 4, 2024, a hearing was conducted on the valuation of the properties at issue; and

Whereas, the hearing officer made findings and recommendations detailed below to Council.

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

## Section 1.

The findings and recommendations of the hearing officer on Petitioner Schedule No. [Broomfield Multifamily DST R8870212](#) is hereby adopted by Council, and based on those recommendations, Council hereby **denies** Petitioner Schedule No. R8870212.

## Section 2.

Council hereby authorizes the Clerk or the Deputy Clerk to make minor administrative modifications to any hearing officer recommendation to correct any calculation error or other similar mistake prior the Clerk's notification to the property owner and or their representative, in a form approved by the City and County Attorney.

## Section 3.

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

Approved on January 14, 2025.

Board of Equalization

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

KKH

---

City and County Attorney





# City and County of Broomfield

## City Council Regular Meeting

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### J. Request for Executive Session Regarding the City and County Manager and City and County Attorney's Annual Performance Reviews and Contract Amendments

| Meeting                            | Agenda Group            |
|------------------------------------|-------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Consent Items Item: 6J. |
| Presented By                       |                         |
| Niki Macklin, HR Director          |                         |
| Community Goals                    |                         |

## Overview

[View Correspondence](#)

[View Presentation](#)

As part of Council's annual review and evaluation process of the City and County Manager and City and County Attorney, which includes discussions of potential contract amendments, an executive session has been proposed to be held on January 14, 2025 following Council's regular meeting. This executive session is permitted under C.R.S. § 24-6-402 (4)(e)(I) and (4)(f)(I) - Instruction to Negotiators and Personnel Matters. An executive session requires an affirmative vote of two-thirds of the quorum present.

### **Attachments**

[Memo - Request for Executive Session Regarding the City and County Manager and Attorney's Annual Performance Reviews and Contract Amendments.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

As part of Council's annual review and evaluation process of the City and County Manager and City and County Attorney, which includes discussions of potential contract amendments, an executive session has been proposed to be held on January 14, 2025 following Council's regular meeting. This executive session is permitted under C.R.S. § 24-6-402 (4)(e)(I) and (4)(f)(I) - Instruction to Negotiators and Personnel Matters. An executive session requires an affirmative vote of two-thirds of the quorum present.

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

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

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

Prior executive sessions in the last twelve months regarding personnel matters involving the City and County Manager's and City and County Attorney's 2024 Annual Performance reviews have been held on August 13, 2024, September 12, 2024, October 22, 2024, and November 12, 2024.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

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

That an Executive Session be held on January 14, 2025, immediately following Council's regular meeting, for the purpose of discussing personnel matters and providing instructor to negotiators related to the City and County Manager's and City and County Attorney's annual review and contract amendments, as permitted by C.R.S. § 24-6-402(4)(e)(I) and (4)(f)(I).

## Alternatives

Do not schedule the executive session.



# City and County of Broomfield

## City Council Regular Meeting

### A. Public Hearing Ordinance Approving A Business Incentive Agreement with Peak Energy - Second Reading

| Meeting   | Agenda Group           |
|---|------------------------|
| Tuesday, January 14, 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](#)

Broomfield has built and maintained a strong, balanced tax base (Community Goal 1: Financial Sustainability and Resilience, Indicator1 D), through balancing residential and business development and growth. To support business success and growth, efforts range from supporting and growing 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. Ordinance No. 2262 would approve a Business Incentive Agreement for Peak Energy Technologies, Inc.

### **Attachments**

[Memo for Ordinance No 2262 Approving A Business Incentive Agreement with Peak Energy- 2nd Reading \(2\).pdf](#)  
[Ordinance No. 2262 - Approving A Business Incentive Agreement With Peak Energy - 2nd Reading.pdf](#)  
[Peak Energy Technologies Investment Agreement.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

[Peak Energy Technologies Inc.](#), is planning to expand with a \$1.2 million capital investment at a new location within Broomfield at 100 Technology Drive. 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 2262 would approve a business incentive agreement with Peak Energy Technologies Inc. The agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of the research and development facility, with a maximum amount of up to \$50,000.

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 incentive agreements to specific businesses in targeted business sectors as a means to maintain and strengthen our local economy and tax base.

In 2024 Council approved incentive agreements for La Belle Bakery and SiNaptic Tech, bringing the total number of business incentive agreements to fourteen ([2024 Budget, Table 19M](#), page 92), with six expiring (four receiving final payment) this year. 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 Residence Inn/Fairfield Suites (approved in 2016, a total commitment of \$52,590).

Broomfield's approach to business incentive 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 incentive 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.

## Incentive Agreement for Peak Energy Technologies Details

Ordinance 2262 would approve a business incentive agreement with [Peak Energy Technologies Inc.](#), who will expand 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.

Peak Energy Technologies Inc., has signed a lease for roughly 13,000 square feet of space at 100 Technology Drive for a research and development facility. This is the first phase in their plan to expand their business, with the company also searching for sites to locate their full-scale production facility in Colorado after securing \$55 million in Series A funding. Peak Energy Technologies Inc. is a developer of low cost, sodium-ion batteries to be utilized for storage on the grid for various green energy applications like solar and wind energy. Peak Energy has assembled a team that has decades of expertise scaling giga-level innovation at Tesla, Northvolt, Sunpower, Fluence, and Enovix. The business will host 20 employees in Broomfield at their research and development facility. The current capital investment is projected to be \$1.2 million at this location along with improvements to the facility.

The proposed business investment agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of the research and development facility, with a maximum amount of up to \$50,000. The agreement is structured to support the company's opportunity to receive support from Colorado's Office of Economic Development and International Trade (OEDIT), and thus is for a 5-year tax payment period (2025-2029). This agreement includes:

- partial reimbursement of fifty percent (50%), of company's payments made for permit fees relating to the site improvements;
- partial reimbursement of seventy five percent (75%), of the company's payment made for the general fund portion (3.5%) of Broomfield's use tax remitted by the company, or its contractors; and
- partial rebate, sixty-six percent (66%), 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 (incentive) 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.

| Sources and Uses of Funds   | Amount       |
|---|--------------|
| Peak Energy Technologies Inc. Use Tax, Real and Business Personal Property Tax Payments (estimated 2025-2029) | \$175,000    |
|   |              |
| Peak Energy Technologies Inc. (sharing agreement, maximum)  | \$50,000     |
| Projected Balance   | \$125,000.00 |

## Prior Council or Other Entity Actions

Ordinance 2262 was approved on first reading on [December 10, 2024](#).

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the incentive agreement and provide business support through reimbursement of a share of added property, sales/use taxes, and some permit fees derived from the location and expansion of the specific business, it is recommended...

**That Ordinance 2262 be adopted on second reading and ordered published.**

## Alternatives

Do not approve Ordinance 2262, to provide business support through reimbursement of a share of added property and sales/use taxes derived from the location and expansion of the specific businesses.

# ORDINANCE NO. 2262

An Ordinance Approving A Business Incentive Agreement with Peak Energy Technologies, 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 incentives 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 incentives to support businesses. Business incentive 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 incentive agreement may include sales taxes, use taxes and personal property taxes paid by the business to Broomfield. Business incentives 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 incentives 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 incentive agreements to Peak Energy Technologies 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 incentive agreement, by and between the City and County of Broomfield and Peak Energy Technologies 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 incentive 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 December 10, 2024, and ordered published in full.

Introduced a second time and approved on January 14, 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:

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

KF



**INVESTMENT AGREEMENT BETWEEN  
THE CITY AND COUNTY OF BROOMFIELD AND  
PEAK ENERGY TECHNOLOGIES, 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 Peak Energy Technologies, Inc. (hereinafter referred to as "Peak Energy") and provided that City and Peak Energy may be individually referred to herein as a "Party" and together may be referred to as the "Parties."

2.0 RECITALS.

2.1 Peak Energy is a renewable energy storage business which will be located within Broomfield, Colorado.

2.2 Currently, Peak Energy's research and development operations are located in a smaller facility, 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 13,000 square feet.

2.3 Peak Energy desires to grow and invest in a facility located in Broomfield, and has options to increase the work space through future expansion.

2.4 Peak Energy will relocate research and development equipment, and will continue to invest in their operations in the City. The capital investment is expected to be more than \$1.2 million, for equipment and other investments in one or more facilities locally. The projected job growth from the facility is 20 full time jobs over the next 5 years, with an average annual salary above \$121,950.

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 Peak Energy is in the best interest of the City, serves the public interest, and benefits the public.

3.0 THE OBLIGATIONS OF PEAK ENERGY. 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 Peak Energy agrees as follows:

3.1 Peak Energy shall maintain a research and development facility(s) by occupying no less than 13,000 square feet of commercial and office 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/or Business Personal Property, showing the location, tax liability, and payment by Peak Energy as an entity within the City and with taxes owed to the City.

3.2 Peak Energy may operate in multiple work spaces, including but not limited for the purpose of research, engineering and design, and manufacturing. All space located within the City and used for these purposes will be included in any calculations for qualifying for business support under this Agreement.

3.3 In exchange for the receipt of any tax rebates from the City, Peak Energy shall employ no less than 10 full time employees in the Broomfield location(s) beginning January 1, 2026 through December 31, 2029.

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 Peak Energy an amount equal to seventy-five percent (75%) 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 (hereinafter referred to as the "Use Tax Rebate"). The City estimates the amount of the Use Tax Rebate to be a total of \$29,880.

4.2 Personal Property Tax Rebate. The City agrees to rebate and pay to Peak Energy an amount equal to sixty-six percent (66%) of the city and county personal property taxes paid by Peak Energy and retained by the City, after any pre-existing development support agreements, for taxable personal property located within all Peak Energy occupied and operating facilities in the City beginning on January 1<sup>st</sup> of the tax year (such as 2024, paid in 2025) following the establishment of the Peak Energy facility within the City, and for the duration of this agreement as long as the 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 Peak Energy fails to maintain the required full time employment minimums pursuant to Section 3.3 above. Peak Energy shall certify to the City in writing on or before July 15<sup>th</sup> 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 Peak Energy by the City within forty-five (45) days of the City's receipt from Peak Energy of its certification. The City estimates the amount of the personal property tax to be rebated to be a total of \$18,715 over a five year period.

4.3 Permitting Fees Rebate. The City agrees to rebate and pay to Peak Energy an amount equal to fifty percent (50%) of the City's permit fees, levied and collected on

space buildout and improvements used in the initial construction of the proposed development (hereinafter referred to as the "Permitting Fees Rebate"). The City estimates the amount of the Permit Fee Rebate to be less than \$5,000.

4.4 **Total Tax and Fee Rebate.** The City agrees to rebate and pay to Peak Energy the amount determined by the above Sections on an annual basis, with the total maximum amount of the rebated payments not to exceed \$50,000 over the term of this agreement.

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

6.0 **Miscellaneous.**

6.1 The City shall calculate and pay Peak Energy any rebate authorized by the Agreement based upon the actual taxes and fees levied and collected and not the amounts of tax or fees estimated herein.

6.2 The City's obligations pursuant to this Agreement terminate if Peak Energy does not maintain a physical presence (including a research and development 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 Peak Energy with the process necessary for obtaining the permits and approvals required for the development and operation of the facility.

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

8.0 **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 electronic 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 received if sent electronically, or when deposited in the mail of the United States Postal Service.

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

10.0 **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.

11.0 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.

12.0 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.

13.0 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.

14.0 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.

15.0 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.

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

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

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

24.0 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

25.0 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.

26.0 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.

27.0 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.

28.0 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 \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

KF

\_\_\_\_\_  
City & County Attorney

Peak Energy Technologies, Inc.

James Bryce Wilson

By: James Bryce Wilson  
As: Vice President of Legal

State of Virginia )  
 ) ss.  
County of Prince William )

The foregoing instrument was acknowledged before me this 6th day of  
December, 2024 by James Bryce Wilson as  
Vice President of Legal of Peak Energy Technologies, Inc.

Mark Christopher Hewitt  
Notary Public 8049360



My Commission expires: 02/28/2027

Notarized remotely online using communication technology via Proof.





# City and County of Broomfield

## City Council Regular Meeting

### B. Public Hearing Ordinance Amending and Restating Certain Agreements Related to the 2005 BURA Bonds (Council only) -Second Reading

| Meeting                            | Agenda Group           |
|------------------------------------|------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Action Items Item: 7B. |
| Presented By                       |                        |
| Jeff Romine, Economist - CMO       |                        |
| Community Goals                    |                        |

## Overview

[View Correspondence](#)

[View Presentation](#)

As directed, staff is working to modify the 2005 bonds that were issued to construct the Broomfield Event Center to convert the bonds from a variable interest rate to a fixed interest rate. This effort is necessary as the original bonds are subject to an annual letter of credit and the bank that issues the letter of credit has advised BURA that they will not be renewing the letter of credit as of March 1, 2025. The current outstanding principal balance of the 2005 bonds is approximately \$31.23 million dollars with annual debt service of approximately \$4.73 million dollars. The bonds are scheduled to be paid in full in 2030. The restructuring of the 2005 bonds is a multi-step process. To assist with this effort, staff has engaged the services of Butler Snow as bond counsel and RBC Capital Markets ("RBC") as financial advisor. Additionally, Stifel Nicolaus & Company ("Stifel") has been selected to serve as underwriter and remarketing agent. Staff is now pursuing the next step toward achieving the refinancing of the 2005 bonds. Proposed Ordinance No. 2261, if approved, will authorize an Amended and Restated Cooperation Agreement and an Amended and Restated Reimbursement Agreement with BURA as they relate to the planned 2025 refinancing of the 2005 bonds.

### Attachments

[Memo - Amending Certain Agreements Related to the 2005 BURA Bonds - 2nd Reading \(1\).pdf](#)

[UPDATED Ordinance 2261 Amending and Restating Certain Agreement Related to the 2005 BURA Bonds \(1\).pdf](#)

[FINAL 2nd Reading Amended and Restated Cooperation Agreement 2005 BURA Bonds 1-14-2025.pdf](#)

[FINAL 2nd Reading Amended and Restated Reimbursement Agreement 2005 BURA Bonds 1-14-2025.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

In May 2023, the Broomfield Urban Renewal Authority (“BURA”) made the decision for the redevelopment and activation of the former event center property (11450 and 11492 Broomfield Ln, Broomfield, CO), by taking the initial step for a closure and demolition of the Broomfield Event Center (previously the 1STBANK Center) by authorizing the termination of the operator agreement with Peak Entertainment, LLC. The Event Center was officially closed to the public in December 2023.

On September 24, 2024, BURA approved a demolition contract with Colorado Cleanup Corporation for the demolition of the former Broomfield Event Center. That same night BURA approved a loan agreement with the City and County of Broomfield for up to \$4 million to fund the demolition. Demolition activities are currently underway.

As directed, staff is working to modify the 2005 bonds that were issued to construct the Broomfield Event Center to convert the bonds from a variable interest rate to a fixed interest rate. This effort is necessary as the original bonds are subject to an annual letter of credit and the bank that issues the letter of credit has advised BURA that they will not be renewing the letter of credit as of March 1, 2025. The current outstanding principal balance of the 2005 bonds is approximately \$28.1M with annual debt service of approximately \$4.73M. The bonds are scheduled to be paid in full in 2030.

The restructuring of the 2005 bonds is a multi-step process. To assist with this effort, staff has engaged the services of Butler Snow as bond counsel and RBC Capital Markets (“RBC”) as financial advisor. Additionally, Stifel Nicolaus & Company (“Stifel”) has been selected to serve as underwriter and remarketing agent.

On [November 12, 2024](#) BURA completed the first step of the refinancing process when it ratified the selection of Stifel as the underwriter for the bond refinancing and removed RBC as the remarketing agent of the current bonds and appointed Stifel into that role. Staff is now pursuing the next step toward achieving the refinancing of the 2005 bonds.

Proposed Ordinance No. 2261, if approved, will authorize an Amended and Restated Cooperation Agreement and an Amended and Restated Reimbursement Agreement with BURA as they relate to the planned 2025 refinancing of the 2005 bonds. In general, the amended agreements mirror those approved in 2005 while updating the referenced bond issuance from the 2005 bonds to the planned 2025 bonds. Critical to the update is the retention of the City’s moral obligation pledge to supplement BURA’s revenues in the event BURA has insufficient revenue available to make its bond payments in any given year. Any payment made by the City pursuant to the moral obligation is subject to annual appropriation.

Coordinated with the 2nd reading of proposed Ordinance No. 2261 approved by City Council on First Reading on December 10, 2024, BURA will be asked to approve a resolution authorizing the amended agreements together with a series of documents related to the planned 2025 bonds. Anticipated documents include an escrow agreement, indenture of trust and continuing disclosure certificate. Copies of the documents directly related to the 2025 bonds are included with BURA’s Agenda Item 7(b).

The aggregated principal amount for the proposed Series 2025 Bonds will not exceed \$31.0M. This is a maximum amount, with the expected par amount to be approximately \$23M which is the amount of principal owed by BURA at issuance. The refinancing by BURA achieves the following benefits: (1) converts the 2005 debt from a variable rate to a fixed rate; (2) reduces the overall debt by accelerating funds currently held in reserve; and (3) allows the flexibility to sell the former Event Center site while the bonds remain outstanding. The issuance cost for the refinancing will be approximately \$500,000. These issuance costs are included into the amount being refinanced, and will result in achieving an overall net savings. Additionally, the refunding and refinancing will not change the timing of the debt term - with the scheduled pay off remaining no later than December 2030.

It is important to note, due to the expiring letter of credit, a restructuring of the 2005 bonds are required. BURA does not have an option to remain in the status quo under the current 2005 bonds.

## Financial Considerations

The refinance of the 2025 bonds will be issued by BURA in an amount of approximately \$23.0M at a fixed interest rate, maximum allowable amount is \$31.0M. The issuance cost for the refinancing is anticipated to be approximately \$500,000. These issuance costs are included into the refinanced amount. The semi-annual payments will be due at the same time. The timing of the debt term has not changed, with scheduled defeasement no later than December 31, 2030.

## Prior Council or Other Entity Actions

[June 28, 2005](#) - Resolution 2005-90 and Ordinance No. 1808 authorized and approved the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project”, as an urban renewal plan. Ordinance No 1808 and Resolution No. 2005-90 have not been amended, modified, or repealed since their adoption. The Plan has not been amended or modified since its authorization and approval.

[September 13, 2005](#) - Resolution No. 2005-126-UR authorized the issuance of BURA Tax Increment Revenue Bonds to finance the construction of the Broomfield Event Center.

[May 23, 2023](#) - BURA authorized the termination of the Management and Operations Agreement for the Event Center effective as of November 30, 2023.

[December 5, 2023](#) - BURA directed its Executive Director to pursue the solicitation of a contract for the demolition of the Event Center.

April 30, 2024 - [Ordinance No. 2231](#) and [Resolution No. 2024-53-UR](#) authorized certain agreements related to Arista Parking Garage Bonds (2024).

[September 24, 2024](#) - BURA amended the 2024 budget and authorized a loan agreement and demolition contract related to the demolition of the Event Center.

[November 12, 2024](#) - BURA ratified the selection of Stifel as underwriter for a proposed 2025 refinancing and approved a remarking agreement.

[December 11, 2024](#) - Ordinance No. 2261 was approved by the City Council on first reading.

## Boards and Commissions Prior Actions and Recommendations

N/A

## **Proposed Actions / Recommendations**

If Council desires to proceed with the approval of the amended and restated agreements related to the 2005 Event Center BURA bonds, it is recommended...

**That Ordinance 2261 be approved on second and final reading and ordered published.**

## **Alternatives**

Refinancing is needed. There may be limited alternatives related only to the timing of refinancing. The bank holding the letter of credit has indicated they would not renew the letter of credit, which expires March 1, 2025. The non-renewal will require refinancing at that time.

# ORDINANCE NO. 2261

An ordinance amending and restating certain documents related to the Broomfield Urban Renewal Authority, Tax Increment Bonds (Broomfield Event Center Project), Series 2005, and providing other determinations, covenants and details in connection therewith.

## Recitals.

Whereas, the City and County of Broomfield (the “City”) is a political subdivision of the State of Colorado (the “State”) a body corporate and politic, a home-rule city and county pursuant to Article XX of the constitution and a city and county pursuant to Sections 10, 11, 12 and 13 of Article XX of the constitution (the “Constitutional Amendment”).

Whereas, the Broomfield Urban Renewal Authority (the “Authority”) is a public body corporate and politic duly established by the City of Broomfield, Colorado (the “City”) on December 9, 1986, under and pursuant to the Colorado Constitution and laws of the State of Colorado (the “State”) and Resolution No. 155-86 adopted by the City Council of the City on December 9, 1986 (“Resolution 155-86”).

Whereas, pursuant to Section 14.4 of the City’s Home Rule Charter (the “Charter”), the City, pursuant to ordinance, and without an election, may borrow money, issue bonds, or otherwise extend its credit for purchasing, constructing, condemning, or otherwise acquiring, extending or improving any capital improvements.

Whereas, Chapter 3-40 of the City’s municipal code (the “Code”) authorizes the City Council to enter into an agreement to provide that all or a portion of the City’s retail sales and use tax revenue generated by taxable activity on the developed property be used to assist in the financing of public improvements.

Whereas, the Authority has previously issued \$59,785,000 of its Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005 (the “Series 2005 Bonds”) and \$2,000,000 of its Subordinate Convertible Capital Appreciation Revenue Note (Broomfield Event Center Project), Series 2005 (the “2005 Note”) pursuant to an Indenture of Trust dated as of October 1, 2005 (the “2005 Indenture”), between the Authority and American National Bank, now known as UMB Bank, n.a., as trustee (the “Trustee”).

Whereas, the City has previously entered into a Cooperation Agreement dated September 13, 2005 (the “2005 Cooperation Agreement”), that contained provisions relating to the issuance of the Series 2005 Bonds and the allocation and payment to the Authority of property tax increment revenues from the Urban Renewal Area (the “Property Tax Increment Revenue”) and a portion of the sales tax increment revenue collected within the Urban Renewal Area (the “Sales Tax Increment Revenue”).

Whereas, the City has previously entered into an annually renewable Sales Tax Reimbursement Agreement, dated September 13, 2005 (the “2005 Sales Tax Reimbursement Agreement”), that provided, under certain circumstances, after any draws on a reserve fund established for the payment of the Series 2005 Bonds, the City would, on an annually renewable basis from available City funds, replenish draws on the reserve fund.

Whereas, the 2005 Bonds may be called for prior redemption, in whole or in part, on the first Business Day of any month while in a weekly mode, without prepayment penalty.

Whereas, the Authority desires to refund, pay and defease in whole all of the outstanding Series 2005 Bonds (the “Refunding Project”).

Whereas, the Authority has heretofore determined that it is in the best interests of the Authority and the citizens and taxpayers of the City that, for the purpose of refunding the Series 2005 Bonds, the Authority issue its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the “Series 2025 Bonds”), which Series 2025 Bonds are payable from the Trust Estate (as defined below).

Whereas, the Series 2005 Bonds, like the Series 2025 Bonds, are secured by the Property Tax Increment Revenue and the Sales Tax Increment Revenue.

Whereas, the City County has determined and hereby determines that it is in the best interest of the City to amend and restate the 2005 Cooperation Agreement and the 2005 Sales Tax Reimbursement Agreement to apply to the Series 2025 Bonds.

Whereas, there have been presented to the City the proposed form of the Amended and Restated Cooperation Agreement (the “2025 Cooperation Agreement”) and the Amended and Restated Sales Tax Reimbursement Agreement (the “2025 Reimbursement Agreement”).

Whereas, the City Council has determined that it is necessary and advisable to make certain findings and authorize the execution and delivery of the 2025 Cooperation Agreement and the 2025 Reimbursement Agreement.

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

## **Section 1.**

In addition to the terms defined throughout this Ordinance, the terms defined in this section, except where the context requires otherwise, shall have the following meanings:

- A. “Authority” means the Broomfield Urban Renewal Authority, an urban renewal authority duly organized and existing under the Act, and its successors and assigns.

- B. “Bonds” or “Series 2025 Bonds” means the Broomfield Urban Renewal Authority, Taxable Tax Increment Revenue Bonds (Broomfield Event Center Project), Series 2025, that are authenticated and delivered by the Trustee under and pursuant to Article II hereof, including any bonds issued in exchange or in lieu thereof.
- C. “2025 Cooperation Agreement” means the Amended and Restated Cooperation Agreement between the Authority and the City and County, and any supplements or amendments thereto.
- D. “Fiscal Year” means the twelve months commencing January 1 of any year and ending December 31 of the same year.
- E. “Plan” means the Urban Renewal Plan for the Wadsworth Interchange Urban Renewal Project approved by the City Council on June 28, 2005, as may be amended or supplemented in accordance with the Act.
- F. “Project” means the costs of acquiring, constructing, financing, reimbursing and otherwise providing for the Broomfield Event Center, including the acquisition of the site for the Project.
- G. “Property Tax” means ad valorem property taxes on the property in the Urban Renewal Area.
- H. “Property Tax Increment Revenues” means all ad valorem property tax increment from the Urban Renewal Areal, less revenue to be transferred to other governmental entities, under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Act”).
- I. “2025 Reimbursement Agreement” means the Amended and Restated Annual Appropriation Sales Tax Reimbursement Agreement between the Authority and the City and County, and any supplements or amendments thereto.
- J. “Reserve Fund” means the debt service reserve fund created in connection with the issuance of the Series 2025 Bonds.
- K. “Sales Tax” means the 3.5% sales tax of the City imposed by Chapters 3.04 and 3.10 of the Broomfield Municipal Code.
- L. “Sales Tax Increment Revenues” means that portion of the sales tax revenues collected each year in the Urban Renewal Area from the Sales Tax as in effect from time to time in excess of zero dollars, less the proportional share of reasonable and necessary costs and expenses of collecting the Sales Tax attributable to sales in the Urban Renewal Area, as further defined in Section 4 hereof.
- M. “Urban Renewal Area: means the area described in the Plan.

- N. "Termination Date" means the date upon which the Reimbursement Agreement and the obligations of the City thereunder shall terminate, which date shall be not later than the last maturity of the Series 2025 Bonds.

## **Section 2.**

All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and other officers of the City with respect to the Urban Renewal Area, the Project, the 2025 Cooperation Agreement and the 2025 Reimbursement Agreement are ratified, approved and confirmed.

## **Section 3.**

The City Council hereby determines pursuant to the Plan that a portion of the Sales Tax Increment Revenue consisting of 10% of the Sales Tax in the Urban Renewal Area shall be made available and applied to payment of the Series 2025 Bonds as provided in the Act.

## **Section 4.**

This Ordinance constitutes the determination of sales tax increment referred to in the Plan. This Ordinance shall not constitute an amendment to the Plan or Ordinance No. 1808 approving the Plan.

## **Section 5.**

Pursuant to the terms of the 2025 Reimbursement Agreement, in the event that the funds in the Reserve Fund have been withdrawn to pay the principal of or interest on the Series 2025 Bonds and the Reserve Fund has not been replenished, the City shall replenish the Reserve Fund from legally available funds. The obligation of the City to replenish the Reserve Fund under the 2025 Reimbursement Agreement shall not constitute the creation of indebtedness or authorize the borrowing of money by the City within the meaning of any constitutional, home rule charter or statutory limitation or provision. The obligation of the City under the 2025 Reimbursement Agreement shall be from year to year only and shall not constitute a mandatory obligation of the City in any fiscal year beyond the current fiscal year. The 2025 Reimbursement Agreement shall not directly or indirectly obligate the City to make any payments into the Reserve Fund beyond those appropriated for any fiscal year in which the 2025 Reimbursement Agreement shall be in effect. The decision as to whether to appropriate such amounts shall be in the sole discretion of the City Council.

## **Section 6.**

Pursuant to Article XX of the Colorado Constitution and the Charter, all statutes of the State that might otherwise apply in connection with the 2025 Cooperation Agreement and the 2025



Reimbursement Agreement are hereby superseded. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent of such inconsistency or conflict.

## **Section 7.**

The 2025 Reimbursement Agreement and the 2025 Cooperation Agreement (together the “Agreements”) are hereby approved. Changes or amendments to the Agreements are authorized as may be approved by City and County Attorney and bond counsel provided the changes are not substantially inconsistent with the overall intent of the Agreements and this Ordinance.

## **Section 8.**

The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk’s Office to attest the Agreements in a form approved by the City and County Attorney.

## **Section 9.**

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

Introduced and approved after first reading on December 10, 2024, and ordered published in full.

Introduced a second time and approved on January 14, 2025, and ordered published.

Approved on January 14, 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

**AMENDED AND RESTATED COOPERATION AGREEMENT  
ALLOCATION OF 10% OF CITY AND COUNTY SALES TAX  
WADSWORTH INTERCHANGE URBAN RENEWAL PROJECT**

This Agreement (the “Cooperation Agreement”) is made as of [\_\_\_\_], 2025, by and between the CITY AND COUNTY OF BROOMFIELD, COLORADO (the “City”) and the BROOMFIELD URBAN RENEWAL AUTHORITY (the “Authority”).

**RECITALS**

A. The City is a political subdivision of the State of Colorado (the “State”), a body corporate and politic, a home rule city and county pursuant to Article XX of the State Constitution and a city and county pursuant to Sections 10, 11, 12 and 13 of Article XX of the State Constitution (the “Constitutional Amendment”).

B. The Constitutional Amendment provides that the charter provisions and procedures shall supersede any constitutional or statutory limitations and procedures regarding financial obligations.

C. The Constitutional Amendment provides that it shall be construed so as to supersede any conflicting constitutional or statutory provision that would otherwise limit any of the provisions of the Constitutional Amendment.

D. Section 14.4 of the Home Rule Charter of the City (the “Charter”) provides that the City, pursuant to ordinance, and without an election, may borrow money, issue bonds, or otherwise extend its credit for purchasing, constructing, condemning, otherwise acquiring, extending or improving any capital improvement.

E. Chapter 3-40, Sales and Use Tax Reimbursement of the Broomfield Municipal Code, authorizes the City Council to enter into an agreement to provide that all or a portion of the City’s retail sales tax revenues generated by taxable activity on the developed property be used to assist in financing public improvements.

F. The Authority is authorized to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, constitution Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Act”). The Authority is a public body corporate and politic duly organized by the City on December 9, 1986, by Resolution No. 155-86 adopted by the City Council of the City on December 9, 1986.

G. The Act provides that an urban renewal plan may contain a provision that taxes levied after the effective date of the approval of the plan upon taxable property in an urban renewal area each year or that municipal sales taxes collected within said area or both such taxes, shall be divided for a period of not to exceed 25 years after the effective date of the adoption of such a plan and that a portion of said property taxes or any portion of said sales taxes shall be paid into a special fund of the Authority to pay the principal of and interest on, and any premium due in connection with bonds of, loans or advances to, or indebtedness incurred by, an authority.

H. The City Council of the City, by Resolution 2005-90, approved and adopted on June 28, 2005, and by Ordinance No. 1808, approved and passed on second reading on June 28, 2005, has authorized and approved the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project”, as an urban renewal plan under the Act (the “Plan”) for the area described therein (the “Urban Renewal Area”). Ordinance No 1808 and Resolution No. 2005-90 have not been amended, modified, or repealed since their adoption. The Plan has not been amended or modified since its authorization and approval.

I. The Plan provides for the undertaking of the “Wadsworth Interchange Urban Renewal Project” as an urban renewal project (that included the Broomfield Event Center) within the meaning of the Act (the “Project”) pursuant to and in accordance with the Act and the Plan.

J. The Plan contains provisions allocating the property taxes and the sales taxes.

K. Pursuant to Section 31-25-109 of the Act, the Authority has the power and authority to issue and finance the activities or operations of the Authority permitted and authorized under the Act to be undertaken in connection with the accomplishment of the Project.

L. In order to finance the Project, the Authority has previously issued \$59,785,000 of its Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005 (the “Series 2005 Bonds”) pursuant to an Indenture of Trust dated as of October 1, 2005 (the “2005 Indenture”), between the Authority and American National Bank, now known as UMB Bank, n.a., as trustee (the “Trustee”).

M. Authority has determined that it is in the best interests of the Authority and the citizens and taxpayers of the City that, for the purpose of refunding the Series 2005 Bonds, the Authority issue \$[ ] of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the “Series 2025 Bonds”), which Series 2025 Bonds are payable from certain sales tax revenue and property tax revenue.

N. The City and the Authority have previously entered into a Cooperation Agreement dated as of September 13, 2005 (the “2005 Cooperation Agreement”), relating to the allocation of 10% of the City’s sales and use tax to the payment of the 2005 Bonds.

O. The City and the Authority have determined that it is in the best interest of the City and the Authority to amend and restate the 2005 Cooperation Agreement to apply to the Series 2025 Bonds.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the City and the Authority agree as follows:

1. Allocation of a Portion of Sales Tax Increment from Urban Renewal Plan Area. The City agrees to divide, allocate and pay into a special fund (the “Special Fund”) established by the Authority (or the City on behalf of the Authority) pursuant to the Act, municipal sales tax revenue calculated in accordance with Section 31-25-107(9)(a) of the Act, as follows:

(a) An amount equal to that portion of municipal sales tax revenues collected on all transactions subject to municipal sales taxes within the boundaries of the Urban Renewal Area in the twelve-month period ending on the last day of the month prior to June 28, 2005 (that is, a period from June 1, 2004 through May 31, 2005), (the “Base Amount”, which Base Amount is \$0) and all municipal sales tax revenues in excess of the Sales Tax TIF described in subsection (b) of this Section 1, shall be paid into the funds of the City as are all other sales taxes collected by the City.

(b) Ten percent (10%) of municipal sales tax revenues collected from a levy of 3.5% on all transactions subject to municipal sales taxes within the boundaries of the Urban Renewal Area after June 28, 2005 (the “Sales Tax TIF”) shall be allocated to, and when collected by the City, paid monthly into the Special Fund to be used in accordance with this Cooperation Agreement; provided, however that the Sales Tax TIF shall not include (i) any sales taxes produced from transactions in the Excluded TIF Parcels, as described in Exhibit A, attached to and made part of this Cooperation Agreement, and any improvements thereon, and (ii) the proportional share of the reasonable and necessary costs and expenses of enforcing and collecting the Sales Tax TIF in the Urban Renewal Area.

2. Collection of Sales Tax TIF. The City agrees to pursue all lawful procedures and remedies available to it in collecting and depositing into the Special Fund the Sales Tax TIF revenues. To the extent lawfully possible, the City shall not decrease, or consent to decrease, the municipal sales tax levy to less than 3.5% and will take no action that would have the effect of reducing the Sales Tax TIF from the Urban Renewal Area in accordance with this Cooperation Agreement.

3. The Authority’s Obligations. The Authority agrees as follows:

(a) The Authority agrees to enter into and carry out all agreements incidental to the issuance of the Series 2025 Bonds and any refundings thereof in accordance with the requirement of the Act and such agreements.

(b) The Authority has established the Special Fund pursuant to the terms of the 2005 Cooperation Agreement and has and will continue to deposit the Sales Tax TIF revenues into the Special Fund. The revenues in the Special Fund shall be used by the Authority

to satisfy its obligations under the Series 2025 Bonds and any refundings thereof, any Additional Bonds as defined in the Indenture executed by the Authority and UMB Bank, n.a., as Trustee, authorizing the issuance of the Series 2025 Bonds (the “Indenture”), governing the Series 2025 Bonds, the Indenture and any related agreements.

(c) The Authority will keep and maintain accurate records of the receipts and expenditures of the Sales Tax TIF revenues in which complete entries shall be made in accordance with standard principals of accounting, and, upon request, shall make such records available for inspection and copying by the Trustee and the City during regular business hours.

4. Obligations Subject to Charter and Constitution. The covenants, duties and actions required of the parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the City Charter, the Act, and any other applicable provisions of law and the Colorado Constitution. The parties represent that there is no conflict between the foregoing and their respective obligations hereunder.

5. Enforced Delay. Neither the City nor the Authority shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either party affected by such delay shall be extended for the period of the delay. The party seeking the benefit of this provision shall give written notice of any such delay to the other party within thirty (30) days after such party knows of such delay.

6. No Third-Party Beneficiaries; Exceptions. Neither the City nor the Authority shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto; except that the rights of the Authority hereunder maybe pledged to or assigned to the Trustee for the Series 2025 Bonds or any parity obligation as security for the Series 2025 Bonds without further consent of the City. The Trustee is a third-party beneficiary and may seek enforcement of this Cooperation Agreement against the parties hereto.

7. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

8. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

9. Headings. Section headings in this Cooperation Agreement are for convenience or reference only and shall not constitute a part of this Cooperation Agreement for any purpose.

10. Additional or Supplemental Agreements; Amendments. The parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Plan and agreements required to implement the Plan, including, without limitation, this Cooperation Agreement. This Cooperation Agreement may only be amended in writing and with the consent of the Trustee.

11. Minor Changes. This Cooperation Agreement has been approved in substantially the form submitted to the governing bodies of the parties. The officers executing the Cooperation Agreement have been authorized to make, and may have made, minor changes in this Cooperation Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the parties at the time of approval by the governing bodies, the execution of the Cooperation Agreement shall constitute conclusive evidence of the approval of such changes by the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

BROOMFIELD URBAN RENEWAL AUTHORITY

\_\_\_\_\_  
Chair

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary/Executive Director

## **Exhibit A**

### **Legal Description of Excluded TIF Parcels**

Lot 1, Block 10, Broomfield Urban Transit Village Filing No. 1, City and County of Broomfield, State of Colorado

Tract D, Broomfield Urban Transit Village Filing No. 1, City and County of Broomfield, State of Colorado

The parcel of real property described in instrument recorded at Reception No. 2002019609 in the records of the Clerk and Recorder of Jefferson County, Colorado, now in the City and County of Broomfield, Colorado.

The parcel of real property described in instrument recorded at Reception No. 85059163 in the records of the Clerk and Recorder of Jefferson County, Colorado, now in the City and County of Broomfield, Colorado.



**AMENDED AND RESTATED ANNUAL APPROPRIATION SALES TAX  
REIMBURSEMENT AGREEMENT/REPLENISHMENT RESERVE FUND  
WADSWORTH INTERCHANGE URBAN RENEWAL PROJECT**

This Agreement (the “Sales Tax Reimbursement Agreement”) is made as of [\_\_\_\_], 2025, by and between the CITY AND COUNTY OF BROOMFIELD, COLORADO (the “City”) and the BROOMFIELD URBAN RENEWAL AUTHORITY (the “Authority”).

**RECITALS**

A. The City is a political subdivision of the State of Colorado (the “State”), a body corporate and politic, a home rule city and county pursuant to Article XX of the State Constitution and a city and county pursuant to Sections 10, 11, 12 and 13 of Article XX of the State Constitution (the “Constitutional Amendment”).

B. The Constitutional Amendment provides that the charter provisions and procedures shall supersede any constitutional or statutory limitations and procedures regarding financial obligations.

C. The Constitutional Amendment provides that it shall be construed so as to supersede any conflicting constitutional or statutory provision that would otherwise limit any of the provisions of the Constitutional Amendment.

D. Section 14.4 of the Home Rule Charter of the City (the “Charter”) provides that the City, pursuant to ordinance, and without an election, may borrow money, issue bonds, or otherwise extend its credit for purchasing, constructing, condemning, otherwise acquiring, extending or improving any capital improvement.

E. Chapter 3-40, Sales and Use Tax Reimbursement of the Broomfield Municipal Code, authorizes the City Council to enter into an agreement to provide that all or a portion of the City’s retail sales tax revenues generated by taxable activity on the developed property be used to assist in financing public improvements.

F. The Authority is authorized to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, constitution Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Act”). The Authority is a public body corporate and politic duly organized by the City on December 9, 1986, by Resolution No. 155-86 adopted by the City Council of the City on December 9, 1986.

G. The City Council of the City, by Resolution 2005-90, approved and adopted on June 28, 2005, and by Ordinance No. 1808, approved and passed on second reading on June 28, 2005, has authorized and approved the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project”, as an urban renewal plan under the Act (the “Plan”) for the area described therein (the “Urban Renewal Area”). Ordinance No 1808 and Resolution No. 2005-90 have not been amended, modified, or repealed since their adoption. The Plan has not been amended or modified since its authorization and approval.

H. The Plan provides for the undertaking of the “Wadsworth Interchange Urban Renewal Project” as an urban renewal project (that included the Broomfield Event Center) within the meaning of the Act (the “Project”) pursuant to and in accordance with the Act and the Plan.

I. Pursuant to Section 31-25-109 of the Act, the Authority has the power and authority to issue and finance the activities or operations of the Authority permitted and authorized under the Act to be undertaken in connection with the accomplishment of the Project.

J. In order to finance the Project, the Authority has previously issued \$59,785,000 of its Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005 (the “Series 2005 Bonds”) pursuant to an Indenture of Trust dated as of October 1, 2005 (the “2005 Indenture”), between the Authority and American National Bank, now known as UMB Bank, n.a., as trustee (the “Trustee”).

K. Authority has determined that it is in the best interests of the Authority and the citizens and taxpayers of the City that, for the purpose of refunding the Series 2005 Bonds, the Authority issue \$[ ] of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the “Series 2025 Bonds”), which Series 2025 Bonds are payable from certain sales tax revenue and property tax revenue.

L. The Series 2025 Bonds will be secured by certain pledged revenues and other security, including a debt service reserve fund in the approximate amount of \$[ ] (the “Reserve Fund”).

M. The City Council, by Ordinance No. 1812, Amended, approved and passed on second reading on June 28, 2005, execution and delivery of the Sales Tax Reimbursement Agreement relating to the Series 2005 Bonds (the “2005 Reimbursement Agreement”).

N. The City and the Authority have determined that it is in the best interest of the City and the Authority to amend and restate the 2005 Reimbursement Agreement to apply to the Series 2025 Bonds.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the City and the Authority agree as follows:

1. City Agreement to Replenish the Reserve Fund; Annual Appropriation. If the funds in the Reserve Fund have been withdrawn to pay the principal of or interest on the Series 2025 Bonds and the Reserve Fund has not been replenished, the City shall replenish the Reserve Fund from legally available funds. The obligation of the City to replenish the Reserve Fund shall not constitute the creation of indebtedness, or authorize borrowing of money by the City within the meaning of any constitutional, home-rule, charter, or statutory limitation or provision. The obligation of the City shall be from year to year only and shall not constitute a mandatory

obligation of the City in any fiscal year beyond the present fiscal year. This Sales Tax Reimbursement Agreement shall not directly or indirectly obligate the City to make any payments into the Reserve Fund beyond those appropriated for any fiscal year in which this Sales Tax Reimbursement Agreement shall be in effect. The decisions as to whether to appropriate such amounts shall be in the discretion of the City Council.

2. Direction of City Manager. The City Council agrees to direct the City Manager (or other party obligated to prepare the proposed annual budgets of the City) to include in the budget proposal submitted to the City Council, in each year while the obligation to replenish the Reserve Fund is in effect, the total amount of legally available funds required to replenish the Reserve Fund each year as a line item in its annual budget, and to act in good faith in considering the appropriation of the annual payment to or for the account of the Authority under the Cooperation Agreement; it being the intent, however that the decision as to whether to appropriate such amounts shall be at the sole discretion of the City Council.

3. The Authority's Obligations. The Authority agrees as follows:

(a) The Authority agrees to enter into and carry out all agreements incidental to the issuance of the Series 2025 Bonds and to issue the Series 2025 Bonds in accordance with the requirements of the Act and such agreements.

(b) The Authority agrees to make all deposits required by any applicable agreements relating to the Series 2025 Bonds into the Special Fund that must be deposited into such Special Fund. The revenues in the Special Fund shall be used by the Authority to satisfy its obligations under the Series 2025 Bonds, any Additional Bonds as defined in the Indenture between the Authority and UMB Bank, n.a., as trustee, relating to the issuance of the Series 2025 Bonds (the "Indenture"), and any related implementing and parity agreements.

(c) The Authority will keep and maintain accurate records of the receipts and expenditures of revenues in the Special Fund in which complete entries shall be made in accordance with standard principles of accounting and, upon request, shall make such records available for inspection and copying by the Trustee and the City for the Series 2025 Bonds, during regular business hours.

4. Obligations Subject to Charter and Constitution. The covenants, duties and actions required of the parties under this Sales Tax Reimbursement Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the City Charter, the Act, and any other applicable provisions of law and the Colorado Constitution. The parties represent that there is no conflict between the foregoing and their respective obligations hereunder.

5. Enforced Delay. Neither the City nor the Authority shall be considered in breach of, or in default in, its obligations with respect to this Sales Tax Reimbursement Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other party, acts of third parties, acts of courts, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either party affected by such delay shall be extended for the period of the delay. The party seeking the benefit of this provision shall give written notice of any such delay to the other party within thirty (30) days after such party knows of such delay.

6. No Third-Party Beneficiaries; Exceptions. Neither the City nor the Authority shall be obligated or liable under the terms of this Sales Tax Reimbursement Agreement to any person or entity not a party hereto; except that the rights of the Authority hereunder maybe pledged to or assigned to the Trustee for the Series 2025 Bonds or any parity obligation as security for the Series 2025 Bonds without further consent of the City. The Trustee is a third-party beneficiary and may seek enforcement of this Sales Tax Reimbursement Agreement against the parties hereto.

7. Severability. In case any one or more of the provisions contained in this Sales Tax Reimbursement Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Sales Tax Reimbursement Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

8. Governing Law. This Sales Tax Reimbursement Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

9. Headings. Section headings in this Sales Tax Reimbursement Agreement are for convenience or reference only and shall not constitute a part of this Sales Tax Reimbursement Agreement for any purpose.

10. Additional or Supplemental Agreements; Amendments. The parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Plan and agreements required to implement the Plan, including, without limitation, this Sales Tax Reimbursement Agreement. This Sales Tax Reimbursement Agreement may only be amended in writing and with the consent of the Trustee.

11. Minor Changes. This Sales Tax Reimbursement Agreement has been approved in substantially the form submitted to the governing bodies of the parties. The officers executing the Sales Tax Reimbursement Agreement have been authorized to make, and may have made, minor changes in this Sales Tax Reimbursement Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the parties at the time of approval by the governing bodies, the execution of the Sales Tax Reimbursement Agreement shall constitute conclusive evidence of the approval of such changes by the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Sales Tax Reimbursement Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

BROOMFIELD    URBAN    RENEWAL  
AUTHORITY

\_\_\_\_\_  
Chair

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary/Executive Director



# City and County of Broomfield

## City Council Regular Meeting

### C. Authorizing, Approving and Directing the Issuance of BURA Series 2025 Bonds and Approving Certain Related Agreements

| Meeting   | Agenda Group                 |
|---|------------------------------|
| Tuesday, January 14, 2025, 6:00 PM  | Action Items Item: 7C.       |
| Voted By Board  | Presented By                 |
| Broomfield Urban Renewal Authority - BURA                                   | Jeff Romine, Economist - CMO |
| Community Goals   |                              |
| <input checked="" type="checkbox"/> Financial Sustainability and Resilience |                              |

## Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-35-UR, if approved, will authorize the issuance by BURA of a Series 2025 Refunding bonds in an approximate amount of \$23.0 million and will refund the 2005 bonds that were issued to construct the Event Center. The Series 2025 bonds will have a fixed interest rate currently anticipated to be less than 6% APR and will pay off in 2030. Proposed Resolution No. 2025-35-UR will also approve a series of documents related to the Series 2025 bonds, including an Escrow Agreement, Indenture of Trust, Continuing Disclosure Agreement, Amended and Restated Cooperation Agreement and Amended and Restated Reimbursement Agreement.

### **Attachments**

[Memo for BURA Authorizing, Approving and Directing the Issuance of Series 2025 Refunding Bonds and Approving Certain Related Agreements \(1\).pdf](#)

[Resolution No. 2025-35-UR Authorizing, Approving and Directing the Issuance of BURA Series 2025 Bonds and Approving Certain Agreements Related Thereto 1-14-2025.pdf](#)

[FINAL 2nd Reading Amended and Restated Cooperation Agreement 2005 BURA Bonds 1-14-2025.pdf](#)

[FINAL 2nd Reading Amended and Restated Reimbursement Agreement 2005 BURA Bonds 1-14-2025.pdf](#)

[2025 BURA Bonds - Indenture 1-14-2025.pdf](#)

[2025 BURA Bonds - Preliminary Offering Statement 1-14-2025.pdf](#)

[2025 BURA Bonds - Bond Purchase Agreement 1-14-2025.pdf](#)

[2025 BURA Bonds - Continuing Disclosure Certificate 1-14-2025.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

In May 2023, the Broomfield Urban Renewal Authority (“BURA”) made the decision for the redevelopment and activation of the former event center property (11450 and 11492 Broomfield Ln, Broomfield, CO), by taking the initial step for closure and demolition of the Broomfield Event Center (previously the 1STBANK Center) by authorizing the termination of the operator agreement with Peak Entertainment, LLC. The Event Center was officially closed to the public in December 2023.

On September 24, 2024, BURA approved a demolition contract with Colorado Cleanup Corporation for the demolition of the former Broomfield Event Center. That same night BURA approved a loan agreement with the City and County of Broomfield for up to \$4 million to fund the demolition. Demolition activities are currently underway.

As directed, staff is working to modify the 2005 bonds that were issued to construct the Broomfield Event Center to convert the bonds from a variable interest rate to a fixed interest rate. This effort is necessary as the original bonds are subject to an annual letter of credit and the bank that issues the letter of credit has advised BURA that they will not be renewing the letter of credit as of March 1, 2025. The current outstanding principal balance of the 2005 bonds is approximately \$28.1M with annual debt service of approximately \$4.7M. The bonds are scheduled to be paid in full in 2030.

The restructuring of the 2005 bonds is a multi-step process. To assist with this effort, staff has engaged the services of Butler Snow as bond counsel and RBC Capital Markets (“RBC”) as financial advisor. Additionally, Stifel Nicolaus & Company (“Stifel”) has been selected to serve as the underwriter and remarketing agent.

On [November 12, 2024](#) BURA completed the first step of the refinancing process when it ratified the selection of Stifel as the underwriter for the bond refinancing and removed RBC as the remarketing agent of the current bonds and appointed Stifel into that role. Staff is now pursuing the next step toward achieving the refinancing of the 2005 bonds.

Proposed Resolution No. 2025-35-UR, if approved, will authorize the issuance by BURA of a Series 2025 Refunding bonds in an amount not to exceed \$31.0M with an interest rate not to exceed 7.0%. The estimated bond principle amount is expected to be \$23.0M, with a fixed annual interest rate below 6.0%, with a payoff date of December 31, 2030. Proposed Resolution No. 2025-35-UR will also approve a series of documents related to the Series 2025 bonds, including an Escrow Agreement, Indenture of Trust, Continuing Disclosure Agreement, Amended and Restated Cooperation Agreement and Amended and Restated Reimbursement Agreement.

Coordinated with the BURA action, the City Council will consider proposed Ordinance No. 2261 on the second and final reading. If approved, proposed Ordinance 2261 will authorize the Amended and Restated Cooperation Agreement and Amended and Restated Reimbursement Agreement with BURA as they relate to the planned 2025 refinancing of the 2005 bonds. In general, the amended agreements mirror those approved in 2005 while updating the referenced bond issuance from the 2005 bonds to the planned 2025 bonds. Critical to the update is the retention of the City’s moral obligation pledge to supplement BURA’s revenues in the event BURA has insufficient revenue available to make its bond payments in any given year. Any payment made by the City pursuant to the moral obligation is subject to annual appropriation.

The proposed refinancing by BURA achieves the following benefits: (1) converts the 2005 debt from a variable rate to a fixed rate; (2) reduces the overall debt by accelerating funds currently held in reserve; and (3) allows the flexibility to sell the former Event Center site while the bonds remain outstanding. The issuance cost for the refinancing will be approximately \$500,000. These issuance costs are included into the amount being refinanced, and will result in achieving an overall net savings. Additionally, the refunding and refinancing will not change the timing of the debt term - with the scheduled payoff remaining no later than December 31, 2030.

It is important to note, due to the expiring letter of credit, a restructuring of the 2005 bonds is required. BURA does not have an option to remain in the status quo under the current 2005 bonds.

## Financial Considerations

The Series 2025 bonds will be issued by BURA in an amount of approximately \$23.0M at a fixed interest rate expected to be below 6.0%. The issuance cost for the refinancing is anticipated to be approximately \$500,000. These issuance costs are included into the refinanced amount. The semi-annual payments will be due at the same time. The timing of the debt term has not changed, with scheduled defeasement no later than December 31, 2030.

## Prior Council or Other Entity Actions

[June 28, 2005](#) - Resolution 2005-90 and Ordinance No. 1808 authorized and approved the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project”, as an urban renewal plan. Ordinance No 1808 and Resolution No. 2005-90 have not been amended, modified, or repealed since their adoption. The Plan has not been amended or modified since its authorization and approval.

[September 13, 2005](#) - Resolution No. 2005-126-UR authorized the issuance of BURA Tax Increment Revenue Bonds to finance the construction of the Broomfield Event Center.

[May 23, 2023](#) - BURA authorized the termination of the Management and Operations Agreement for the Event Center effective as of November 30, 2023.

[December 5, 2023](#) - BURA directed its Executive Director to pursue the solicitation of a contract for the demolition of the Event Center.

April 30, 2024 - [Ordinance No. 2231](#) and [Resolution No. 2024-53-UR](#) authorized certain agreements related to Arista Parking Garage Bonds (2024).

[September 24, 2024](#) - BURA amended the 2024 budget and authorized a loan agreement and demolition contract related to the demolition of the Event Center.

[November 12, 2024](#) - BURA ratified the selection of Stifel as underwriter for a proposed 2025 refinancing and approved a remarking agreement.

[December 11, 2024](#) - City Council considered Ordinance No. 2261 amending certain agreements related to the 2005 Event Center BURA bonds on first reading.

## Boards and Commissions Prior Actions and Recommendations

N/A



## **Proposed Actions / Recommendations**

If BURA desires to proceed with the issuance of the Series 2025 Refunding bonds and approval of certain agreements related thereto, it is recommended...

**That Resolution No. 2025-35-UR be approved.**

## **Alternatives**

Refinancing is needed. There may be limited alternatives related only to the timing of refinancing. The bank holding the letter of credit has indicated they would not renew the letter of credit, which expires March 1, 2025. The non-renewal will require refinancing at that time.

# RESOLUTION NO. 2025-35-UR

A resolution authorizing, approving and directing the issuance of Authority Series 2025 Refunding Bonds and approving certain agreements related thereto

## Recitals.

Whereas, the Broomfield Urban Renewal Authority (the “Authority”) is a public body corporate and politic duly established by the City of Broomfield, now the City and County of Broomfield (the “City”) on December 9, 1986, under and pursuant to the Colorado Constitution and the laws of the State of Colorado.

Whereas, the Authority is authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, as adopted in Part 1 of Article 25, of Title 31, C.R.S. (the “URA Act”).

Whereas, the City previously approved and adopted an Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project (the “Plan”) as an urban renewal plan under the URA Act.

Whereas, the Plan included the construction of the Broomfield Event Center (the “Project”).

Whereas, the Plan has not been amended or modified since its authorization and approval.

Whereas, pursuant to Section 31-25-109 of the Act, the Authority has the power and authority to issue bonds to finance the activities or operations of the Authority permitted and authorized under the Act to be undertaken in connection with the accomplishment of the Project and Plan.

Whereas, pursuant to the URA Act and the Plan, the Authority previously issued its “Broomfield Urban Renewal Authority, Tax Increment Revenue Bonds (Broomfield Event Center Project), Series 2005”, in the aggregate principal amount of \$59,785,000 and currently outstanding in the aggregate principal amount of \$28,135,000 (the “Series 2005 Bonds”).

Whereas, the Series 2005 Bonds were issued pursuant to the terms of an Indenture of Trust between the Authority and American National Bank (now known as UMB Bank, n.a.) as trustee, dated as of October 1, 2005 (the “Indenture”).

Whereas, the Series 2005 Bonds may be called for prior redemption, in whole or in part, on the first Business Day of any month while in a weekly mode, without prepayment or penalty.

Whereas, the Authority desires to refund, pay and defease in whole all of the outstanding Series 2005 Bonds (the “Refunding Project”) on March 1, 2025 (the “Redemption Date”).

Whereas, the Authority has determined that it is in the best interests of the Authority and the residents and taxpayers of the City and County of Broomfield that, for the purpose of refunding the Series 2005 Bonds, the Authority issue an amount not to exceed \$31,000,000 of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the “Series 2025 Bonds”), which Series 2025 Bonds are payable from the Trust Estate (as defined below).

Whereas, the Authority is authorized to issue the Series 2025 Bonds without an election.

Whereas, the Board of Commissioners of the Authority (the “Board”) has determined and hereby determines that effectuating the Refunding Project is consistent with and in furtherance of the purposes of the Authority and the Plan.

Whereas, the Plan contemplates that a primary method of financing projects within the Plan Area will be through the use of property tax increment revenues and sales tax increment revenues.

Whereas, the Plan authorizes the Authority to pledge such property tax increment revenues and sales tax increment revenues to finance or refinance public infrastructure that benefits the Plan Area.

Whereas, the Board has determined, and hereby determines, that it is necessary, desirable and in the best interest of the Authority to authorize, approve and direct the issuance, sale and delivery of the Series 2025 Bonds to finance the Refunding Project, and certain other documents, agreements and instruments in connection therewith, all as more fully set forth herein.

Whereas, the Series 2025 Bonds will be issued under and pursuant to an Indenture of Trust dated as of the date of delivery of the Series 2025 Bonds (the “Indenture”) between the Authority and UMB Bank, n.a., as trustee (the “Trustee”).

Whereas, the Series 2025 Bonds will be special and limited obligations of the Authority payable solely from and secured by the Trust Estate (as defined in the Indenture), which includes the Pledged Sales Tax Increment Revenue and the Pledged Property Tax Increment Revenues (as defined in the Indenture).

Whereas, the Series 2025 bonds shall be sold and delivered by the Authority to Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) pursuant to the provisions of a Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Authority and the Underwriter.

Whereas, in connection with the issuance of the Series 2025 Bonds, it is necessary and in the best interests of the Authority to enter into a 2025 Cooperation Agreement (the “2025 Cooperation Agreement”) and a 2025 Sales Tax Reimbursement Agreement (the “2025 Reimbursement Agreement”) between the Authority and the City.

Whereas, the Authority desires to execute a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”) relating to the Series 2025 Bonds.

Whereas,, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the “Supplemental Act”), provides that a public entity, including the Authority, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act.

Whereas, there are on file with the Secretary of the Board (the “Secretary”): (a) the proposed form of the Indenture; (b) the proposed form of the Bond Purchase Agreement; (c) the proposed form of the Preliminary Official Statement (the “Preliminary Official Statement”) prepared for distribution to the purchasers of the Series 2025 Bonds; (d) the proposed form of the 2025 Cooperation Agreement; (e) the proposed form of the 2025 Reimbursement Agreement; and (f) the proposed form of Continuing Disclosure Certificate.

Whereas, all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the authorization of the Series 2025 Bonds exist, have happened and have been performed in regular and due time, form and manner as required by law, and it is appropriate for the Board to adopt this Resolution at this time.

Now, therefore, be it resolved by the Broomfield Urban Renewal Authority:

## **Section 1.**

All actions (not inconsistent with the provisions of this Resolution) taken by the Board and the employees, agents, officials and officers of the Authority directed toward effectuating the Refunding Project and the issuance and sale of the Series 2025 Bonds, and the transactions contemplated in connection therewith, are hereby approved and confirmed.

## **Section 2.**

The Board finds and determines, pursuant to the laws of the State and the Act, that adopting this Resolution, issuing the Series 2025 Bonds, executing the documents related thereto and effectuating the Refunding Project is necessary, advantageous and in the best interests of the Authority and the citizens of the City and County of Broomfield. The Board hereby determines that the Series 2025 Bonds are being issued and delivered under the Act for an essential public and governmental purpose.

## **Section 3.**

To provide funds to defray the cost of the Refunding Project and to pay the costs of issuance incurred in connection therewith, the Authority is hereby authorized to issue the Series 2025 Bonds in the maximum aggregate original principal amount of \$31,000,000, in accordance with Section 4 hereof, and the provisions of the Indenture and the Sale Certificate. The Series 2025 Bonds shall be dated, shall bear interest, shall be subject to redemption prior to maturity and shall mature as provided in the Indenture, and as set forth in the Sale Certificate, subject to the terms and provisions of this Resolution.

All costs and expenses incurred in connection with the issuance of the Series 2025 Bonds shall be paid either from the proceeds of the Series 2025 Bonds or from other legally available moneys, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

## **Section 4.**

The Board hereby elects to apply all of the Supplemental Act to the Series 2025 Bonds and in connection therewith delegates to each of the Chair of the Board (the “Chair”) and the Executive Director of the Authority (the “Executive Director”) the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i), Colorado Revised Statutes, to accept and sign the Bond Purchase Agreement, to make determinations in relation to the Series 2025 Bonds, and to execute a sale certificate (the “Sale Certificate”) setting forth such determinations, without any requirement that the Board approve such determinations, subject to the following parameters and restrictions:

- (a) the aggregate principal amount of the Series 2025 Bonds shall not exceed \$31,000,000;
- (b) the Series 2025 Bonds shall mature no later than December 31, 2030;
- (c) the purchase price of the Series 2025 Bonds shall not be less than 95% of the original principal amount on the Series 2025 Bonds; and
- (d) the net effective interest rate of the Series 2025 Bonds shall not exceed 7.00%.

Pursuant to Section 11-57-205 of the Supplemental Act, (a) each of the Chair or the Executive Director are hereby independently authorized to determine if obtaining municipal bond insurance for all or a portion of the Series 2025 Bonds is in the best interests of the Authority, and if so, to select an insurer to issue an insurance policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment, and (b) each of the Chair or the Executive Director are hereby independently authorized to determine if obtaining an insurance policy for all or a portion of the Reserve Fund is in the best interests of the Authority, and if so, to select an insurance provider to issue a Reserve Fund insurance policy and execute any related documents or agreements required by such commitment.

The delegation set forth in this Section 4 shall be effective for one year following the date hereof.

## **Section 5.**

The forms, terms and provisions of the Indenture, the Bond Purchase Agreement, the 2025 Cooperation Agreement, 2025 Reimbursement Agreement, and the Continuing Disclosure Certificate (collectively, the “Financing Documents”) are hereby authorized and approved, and the Authority shall enter into the Financing Documents in substantially the forms on file with the Secretary, but such Financing Documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution and as the Executive Director shall approve, the execution thereof being deemed conclusive approval of any such changes by the Authority. The Chair is hereby authorized and directed to execute and deliver the Financing Documents for and on behalf of the Authority, and in the absence of the Chair, the Vice Chair is hereby authorized and directed to execute and deliver Financing Documents. The Secretary is hereby authorized and directed to affix the seal of the Authority to, and to attest those Financing Documents requiring the attestation. The Bond Purchase Agreement shall be executed by either the Chair or the Executive Director as authorized pursuant to Section 4 hereof.

## **Section 6.**

A final Official Statement, in substantially the form of the Preliminary Official Statement on file with the Secretary, is in all respects approved and authorized. The Chair, or in the absence of the Chair the Vice Chair, is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the final Official Statement in substantially the form and with substantially the same content as the Preliminary Official Statement on file with the Secretary, with such changes as may be approved by the Chair or the Executive Director. The distribution of the Preliminary Official Statement and the final Official Statement to all interested persons in connection with the sale of the Series 2025 Bonds is hereby approved and authorized.

## **Section 7.**

The form, terms and provisions of the Series 2025 Bonds, in the form contained in the Indenture and upon the terms to be set forth in the Sale Certificate, are hereby approved, with such changes therein as are approved by the Chair or the Executive Director; and the manual or electronic signature of the Chair, or in the absence of the Chair the Vice Chair, is hereby authorized and directed to be placed on the Series 2025 Bonds, the seal of the Authority, or a facsimile thereof, is hereby authorized and directed to be affixed to the Series 2025 Bonds, and the Secretary is hereby authorized and directed to attest the Series 2025

Bonds, in accordance with the Indenture.

## **Section 8.**

The officials, officers and employees of the Authority are hereby authorized and directed to execute and deliver for and on behalf of the Authority any and all additional certificates, documents and other papers, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Resolution. The execution of any document or instrument by the officials, officers or employees of the Authority shall be conclusive evidence of the approval by the Authority of such document or instrument.

In the event that any individual or individuals who are authorized to execute the Financing Documents or the closing documents authorized hereby (collectively, the “Authorized Documents”) are not able to be physically present to manually sign such Authorized Documents, such individual or individuals are hereby authorized to execute such Authorized Documents electronically via facsimile, email or other electronic signature. This authorization to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to an Authorized Document shall carry the full legal force and effect of any original, handwritten signature.

## **Section 9.**

The Board, on the behalf of and in the name of the Authority, hereby exercises its option to fully refund, redeem, pay and discharge all of the currently outstanding Series 2005 Bonds on the Redemption Date. The refunding and prior redemption of the Series 2005 Bonds shall be effectuated in accordance with the terms and provisions of the Indenture authorizing the Series 2005 Bonds. The Board hereby instructs and directs the Trustee to send written notice of redemption of the Series 2005 Bonds to the registered owners thereof as required by the Indenture authorizing the issuance of the Series 2005 Bonds.

## **Section 10.**

The Series 2025 Bonds, together with interest payable thereon, are special and limited obligations of the Authority payable solely from the Trust Estate as provided in the Indenture, and shall not constitute general obligations of the Authority. The principal of, premium, if any, and interest on the Series 2025 Bonds shall not constitute an indebtedness of the City and County of Broomfield, the State of Colorado or any political subdivision thereof other than the Authority, and neither the City and County of Broomfield, the State of Colorado nor any political subdivision thereof other than the Authority shall be liable thereon. The Series 2025 Bonds shall not constitute a debt or an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or provision applicable to the City and County of Broomfield.



## **Section 11.**

Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer, employee or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Series 2025 Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Series 2025 Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bonds specifically waives any such recourse.

## **Section 12.**

After the Series 2025 Bonds are issued, this Resolution shall be and remain irrevocable, and may not be amended except in accordance with the Indenture, until the Series 2025 Bonds and the interest thereon shall have been fully paid, canceled and discharged in accordance with the Indenture.

## **Section 13.**

The Chair and the Executive Director are each hereby appointed as an Authority Representative, as defined in the Indenture. Different or additional Authority Representatives may be appointed in accordance with the provisions set forth in the Indenture.

## **Section 14.**

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 15.**

All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

**Section 16.**

This Resolution is effective upon its approval by the Authority.

Approved on January 14, 2025.

Broomfield Urban Renewal Authority

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Chair

Attest:

---

Secretary

Approved as to form:

*NCR*

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City and County Attorney

**AMENDED AND RESTATED COOPERATION AGREEMENT  
ALLOCATION OF 10% OF CITY AND COUNTY SALES TAX  
WADSWORTH INTERCHANGE URBAN RENEWAL PROJECT**

This Agreement (the “Cooperation Agreement”) is made as of [\_\_\_\_], 2025, by and between the CITY AND COUNTY OF BROOMFIELD, COLORADO (the “City”) and the BROOMFIELD URBAN RENEWAL AUTHORITY (the “Authority”).

**RECITALS**

A. The City is a political subdivision of the State of Colorado (the “State”), a body corporate and politic, a home rule city and county pursuant to Article XX of the State Constitution and a city and county pursuant to Sections 10, 11, 12 and 13 of Article XX of the State Constitution (the “Constitutional Amendment”).

B. The Constitutional Amendment provides that the charter provisions and procedures shall supersede any constitutional or statutory limitations and procedures regarding financial obligations.

C. The Constitutional Amendment provides that it shall be construed so as to supersede any conflicting constitutional or statutory provision that would otherwise limit any of the provisions of the Constitutional Amendment.

D. Section 14.4 of the Home Rule Charter of the City (the “Charter”) provides that the City, pursuant to ordinance, and without an election, may borrow money, issue bonds, or otherwise extend its credit for purchasing, constructing, condemning, otherwise acquiring, extending or improving any capital improvement.

E. Chapter 3-40, Sales and Use Tax Reimbursement of the Broomfield Municipal Code, authorizes the City Council to enter into an agreement to provide that all or a portion of the City’s retail sales tax revenues generated by taxable activity on the developed property be used to assist in financing public improvements.

F. The Authority is authorized to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, constitution Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Act”). The Authority is a public body corporate and politic duly organized by the City on December 9, 1986, by Resolution No. 155-86 adopted by the City Council of the City on December 9, 1986.

G. The Act provides that an urban renewal plan may contain a provision that taxes levied after the effective date of the approval of the plan upon taxable property in an urban renewal area each year or that municipal sales taxes collected within said area or both such taxes, shall be divided for a period of not to exceed 25 years after the effective date of the adoption of such a plan and that a portion of said property taxes or any portion of said sales taxes shall be paid into a special fund of the Authority to pay the principal of and interest on, and any premium due in connection with bonds of, loans or advances to, or indebtedness incurred by, an authority.

H. The City Council of the City, by Resolution 2005-90, approved and adopted on June 28, 2005, and by Ordinance No. 1808, approved and passed on second reading on June 28, 2005, has authorized and approved the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project”, as an urban renewal plan under the Act (the “Plan”) for the area described therein (the “Urban Renewal Area”). Ordinance No 1808 and Resolution No. 2005-90 have not been amended, modified, or repealed since their adoption. The Plan has not been amended or modified since its authorization and approval.

I. The Plan provides for the undertaking of the “Wadsworth Interchange Urban Renewal Project” as an urban renewal project (that included the Broomfield Event Center) within the meaning of the Act (the “Project”) pursuant to and in accordance with the Act and the Plan.

J. The Plan contains provisions allocating the property taxes and the sales taxes.

K. Pursuant to Section 31-25-109 of the Act, the Authority has the power and authority to issue and finance the activities or operations of the Authority permitted and authorized under the Act to be undertaken in connection with the accomplishment of the Project.

L. In order to finance the Project, the Authority has previously issued \$59,785,000 of its Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005 (the “Series 2005 Bonds”) pursuant to an Indenture of Trust dated as of October 1, 2005 (the “2005 Indenture”), between the Authority and American National Bank, now known as UMB Bank, n.a., as trustee (the “Trustee”).

M. Authority has determined that it is in the best interests of the Authority and the citizens and taxpayers of the City that, for the purpose of refunding the Series 2005 Bonds, the Authority issue \$[ ] of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the “Series 2025 Bonds”), which Series 2025 Bonds are payable from certain sales tax revenue and property tax revenue.

N. The City and the Authority have previously entered into a Cooperation Agreement dated as of September 13, 2005 (the “2005 Cooperation Agreement”), relating to the allocation of 10% of the City’s sales and use tax to the payment of the 2005 Bonds.

O. The City and the Authority have determined that it is in the best interest of the City and the Authority to amend and restate the 2005 Cooperation Agreement to apply to the Series 2025 Bonds.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the City and the Authority agree as follows:

1. Allocation of a Portion of Sales Tax Increment from Urban Renewal Plan Area. The City agrees to divide, allocate and pay into a special fund (the “Special Fund”) established by the Authority (or the City on behalf of the Authority) pursuant to the Act, municipal sales tax revenue calculated in accordance with Section 31-25-107(9)(a) of the Act, as follows:

(a) An amount equal to that portion of municipal sales tax revenues collected on all transactions subject to municipal sales taxes within the boundaries of the Urban Renewal Area in the twelve-month period ending on the last day of the month prior to June 28, 2005 (that is, a period from June 1, 2004 through May 31, 2005), (the “Base Amount”, which Base Amount is \$0) and all municipal sales tax revenues in excess of the Sales Tax TIF described in subsection (b) of this Section 1, shall be paid into the funds of the City as are all other sales taxes collected by the City.

(b) Ten percent (10%) of municipal sales tax revenues collected from a levy of 3.5% on all transactions subject to municipal sales taxes within the boundaries of the Urban Renewal Area after June 28, 2005 (the “Sales Tax TIF”) shall be allocated to, and when collected by the City, paid monthly into the Special Fund to be used in accordance with this Cooperation Agreement; provided, however that the Sales Tax TIF shall not include (i) any sales taxes produced from transactions in the Excluded TIF Parcels, as described in Exhibit A, attached to and made part of this Cooperation Agreement, and any improvements thereon, and (ii) the proportional share of the reasonable and necessary costs and expenses of enforcing and collecting the Sales Tax TIF in the Urban Renewal Area.

2. Collection of Sales Tax TIF. The City agrees to pursue all lawful procedures and remedies available to it in collecting and depositing into the Special Fund the Sales Tax TIF revenues. To the extent lawfully possible, the City shall not decrease, or consent to decrease, the municipal sales tax levy to less than 3.5% and will take no action that would have the effect of reducing the Sales Tax TIF from the Urban Renewal Area in accordance with this Cooperation Agreement.

3. The Authority’s Obligations. The Authority agrees as follows:

(a) The Authority agrees to enter into and carry out all agreements incidental to the issuance of the Series 2025 Bonds and any refundings thereof in accordance with the requirement of the Act and such agreements.

(b) The Authority has established the Special Fund pursuant to the terms of the 2005 Cooperation Agreement and has and will continue to deposit the Sales Tax TIF revenues into the Special Fund. The revenues in the Special Fund shall be used by the Authority

to satisfy its obligations under the Series 2025 Bonds and any refundings thereof, any Additional Bonds as defined in the Indenture executed by the Authority and UMB Bank, n.a., as Trustee, authorizing the issuance of the Series 2025 Bonds (the “Indenture”), governing the Series 2025 Bonds, the Indenture and any related agreements.

(c) The Authority will keep and maintain accurate records of the receipts and expenditures of the Sales Tax TIF revenues in which complete entries shall be made in accordance with standard principals of accounting, and, upon request, shall make such records available for inspection and copying by the Trustee and the City during regular business hours.

4. Obligations Subject to Charter and Constitution. The covenants, duties and actions required of the parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the City Charter, the Act, and any other applicable provisions of law and the Colorado Constitution. The parties represent that there is no conflict between the foregoing and their respective obligations hereunder.

5. Enforced Delay. Neither the City nor the Authority shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other party, acts of third parties, acts of courts, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either party affected by such delay shall be extended for the period of the delay. The party seeking the benefit of this provision shall give written notice of any such delay to the other party within thirty (30) days after such party knows of such delay.

6. No Third-Party Beneficiaries; Exceptions. Neither the City nor the Authority shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto; except that the rights of the Authority hereunder maybe pledged to or assigned to the Trustee for the Series 2025 Bonds or any parity obligation as security for the Series 2025 Bonds without further consent of the City. The Trustee is a third-party beneficiary and may seek enforcement of this Cooperation Agreement against the parties hereto.

7. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

8. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

9. Headings. Section headings in this Cooperation Agreement are for convenience or reference only and shall not constitute a part of this Cooperation Agreement for any purpose.

10. Additional or Supplemental Agreements; Amendments. The parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Plan and agreements required to implement the Plan, including, without limitation, this Cooperation Agreement. This Cooperation Agreement may only be amended in writing and with the consent of the Trustee.

11. Minor Changes. This Cooperation Agreement has been approved in substantially the form submitted to the governing bodies of the parties. The officers executing the Cooperation Agreement have been authorized to make, and may have made, minor changes in this Cooperation Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the parties at the time of approval by the governing bodies, the execution of the Cooperation Agreement shall constitute conclusive evidence of the approval of such changes by the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

BROOMFIELD URBAN RENEWAL AUTHORITY

\_\_\_\_\_  
Chair

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary/Executive Director



## **Exhibit A**

### **Legal Description of Excluded TIF Parcels**

Lot 1, Block 10, Broomfield Urban Transit Village Filing No. 1, City and County of Broomfield, State of Colorado

Tract D, Broomfield Urban Transit Village Filing No. 1, City and County of Broomfield, State of Colorado

The parcel of real property described in instrument recorded at Reception No. 2002019609 in the records of the Clerk and Recorder of Jefferson County, Colorado, now in the City and County of Broomfield, Colorado.

The parcel of real property described in instrument recorded at Reception No. 85059163 in the records of the Clerk and Recorder of Jefferson County, Colorado, now in the City and County of Broomfield, Colorado.

**AMENDED AND RESTATED ANNUAL APPROPRIATION SALES TAX  
REIMBURSEMENT AGREEMENT/REPLENISHMENT RESERVE FUND  
WADSWORTH INTERCHANGE URBAN RENEWAL PROJECT**

This Agreement (the “Sales Tax Reimbursement Agreement”) is made as of [\_\_\_\_], 2025, by and between the CITY AND COUNTY OF BROOMFIELD, COLORADO (the “City”) and the BROOMFIELD URBAN RENEWAL AUTHORITY (the “Authority”).

**RECITALS**

A. The City is a political subdivision of the State of Colorado (the “State”), a body corporate and politic, a home rule city and county pursuant to Article XX of the State Constitution and a city and county pursuant to Sections 10, 11, 12 and 13 of Article XX of the State Constitution (the “Constitutional Amendment”).

B. The Constitutional Amendment provides that the charter provisions and procedures shall supersede any constitutional or statutory limitations and procedures regarding financial obligations.

C. The Constitutional Amendment provides that it shall be construed so as to supersede any conflicting constitutional or statutory provision that would otherwise limit any of the provisions of the Constitutional Amendment.

D. Section 14.4 of the Home Rule Charter of the City (the “Charter”) provides that the City, pursuant to ordinance, and without an election, may borrow money, issue bonds, or otherwise extend its credit for purchasing, constructing, condemning, otherwise acquiring, extending or improving any capital improvement.

E. Chapter 3-40, Sales and Use Tax Reimbursement of the Broomfield Municipal Code, authorizes the City Council to enter into an agreement to provide that all or a portion of the City’s retail sales tax revenues generated by taxable activity on the developed property be used to assist in financing public improvements.

F. The Authority is authorized to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, constitution Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Act”). The Authority is a public body corporate and politic duly organized by the City on December 9, 1986, by Resolution No. 155-86 adopted by the City Council of the City on December 9, 1986.

G. The City Council of the City, by Resolution 2005-90, approved and adopted on June 28, 2005, and by Ordinance No. 1808, approved and passed on second reading on June 28, 2005, has authorized and approved the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project”, as an urban renewal plan under the Act (the “Plan”) for the area described therein (the “Urban Renewal Area”). Ordinance No 1808 and Resolution No. 2005-90 have not been amended, modified, or repealed since their adoption. The Plan has not been amended or modified since its authorization and approval.

H. The Plan provides for the undertaking of the “Wadsworth Interchange Urban Renewal Project” as an urban renewal project (that included the Broomfield Event Center) within the meaning of the Act (the “Project”) pursuant to and in accordance with the Act and the Plan.

I. Pursuant to Section 31-25-109 of the Act, the Authority has the power and authority to issue and finance the activities or operations of the Authority permitted and authorized under the Act to be undertaken in connection with the accomplishment of the Project.

J. In order to finance the Project, the Authority has previously issued \$59,785,000 of its Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005 (the “Series 2005 Bonds”) pursuant to an Indenture of Trust dated as of October 1, 2005 (the “2005 Indenture”), between the Authority and American National Bank, now known as UMB Bank, n.a., as trustee (the “Trustee”).

K. Authority has determined that it is in the best interests of the Authority and the citizens and taxpayers of the City that, for the purpose of refunding the Series 2005 Bonds, the Authority issue \$[ ] of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the “Series 2025 Bonds”), which Series 2025 Bonds are payable from certain sales tax revenue and property tax revenue.

L. The Series 2025 Bonds will be secured by certain pledged revenues and other security, including a debt service reserve fund in the approximate amount of \$[ ] (the “Reserve Fund”).

M. The City Council, by Ordinance No. 1812, Amended, approved and passed on second reading on June 28, 2005, execution and delivery of the Sales Tax Reimbursement Agreement relating to the Series 2005 Bonds (the “2005 Reimbursement Agreement”).

N. The City and the Authority have determined that it is in the best interest of the City and the Authority to amend and restate the 2005 Reimbursement Agreement to apply to the Series 2025 Bonds.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the City and the Authority agree as follows:

1. City Agreement to Replenish the Reserve Fund; Annual Appropriation. If the funds in the Reserve Fund have been withdrawn to pay the principal of or interest on the Series 2025 Bonds and the Reserve Fund has not been replenished, the City shall replenish the Reserve Fund from legally available funds. The obligation of the City to replenish the Reserve Fund shall not constitute the creation of indebtedness, or authorize borrowing of money by the City within the meaning of any constitutional, home-rule, charter, or statutory limitation or provision. The obligation of the City shall be from year to year only and shall not constitute a mandatory

obligation of the City in any fiscal year beyond the present fiscal year. This Sales Tax Reimbursement Agreement shall not directly or indirectly obligate the City to make any payments into the Reserve Fund beyond those appropriated for any fiscal year in which this Sales Tax Reimbursement Agreement shall be in effect. The decisions as to whether to appropriate such amounts shall be in the discretion of the City Council.

2. Direction of City Manager. The City Council agrees to direct the City Manager (or other party obligated to prepare the proposed annual budgets of the City) to include in the budget proposal submitted to the City Council, in each year while the obligation to replenish the Reserve Fund is in effect, the total amount of legally available funds required to replenish the Reserve Fund each year as a line item in its annual budget, and to act in good faith in considering the appropriation of the annual payment to or for the account of the Authority under the Cooperation Agreement; it being the intent, however that the decision as to whether to appropriate such amounts shall be at the sole discretion of the City Council.

3. The Authority's Obligations. The Authority agrees as follows:

(a) The Authority agrees to enter into and carry out all agreements incidental to the issuance of the Series 2025 Bonds and to issue the Series 2025 Bonds in accordance with the requirements of the Act and such agreements.

(b) The Authority agrees to make all deposits required by any applicable agreements relating to the Series 2025 Bonds into the Special Fund that must be deposited into such Special Fund. The revenues in the Special Fund shall be used by the Authority to satisfy its obligations under the Series 2025 Bonds, any Additional Bonds as defined in the Indenture between the Authority and UMB Bank, n.a., as trustee, relating to the issuance of the Series 2025 Bonds (the "Indenture"), and any related implementing and parity agreements.

(c) The Authority will keep and maintain accurate records of the receipts and expenditures of revenues in the Special Fund in which complete entries shall be made in accordance with standard principles of accounting and, upon request, shall make such records available for inspection and copying by the Trustee and the City for the Series 2025 Bonds, during regular business hours.

4. Obligations Subject to Charter and Constitution. The covenants, duties and actions required of the parties under this Sales Tax Reimbursement Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the City Charter, the Act, and any other applicable provisions of law and the Colorado Constitution. The parties represent that there is no conflict between the foregoing and their respective obligations hereunder.

5. Enforced Delay. Neither the City nor the Authority shall be considered in breach of, or in default in, its obligations with respect to this Sales Tax Reimbursement Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal or state government, acts of the other party, acts of third parties, acts of courts, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors or materialmen due to such causes, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either party affected by such delay shall be extended for the period of the delay. The party seeking the benefit of this provision shall give written notice of any such delay to the other party within thirty (30) days after such party knows of such delay.

6. No Third-Party Beneficiaries; Exceptions. Neither the City nor the Authority shall be obligated or liable under the terms of this Sales Tax Reimbursement Agreement to any person or entity not a party hereto; except that the rights of the Authority hereunder maybe pledged to or assigned to the Trustee for the Series 2025 Bonds or any parity obligation as security for the Series 2025 Bonds without further consent of the City. The Trustee is a third-party beneficiary and may seek enforcement of this Sales Tax Reimbursement Agreement against the parties hereto.

7. Severability. In case any one or more of the provisions contained in this Sales Tax Reimbursement Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Sales Tax Reimbursement Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

8. Governing Law. This Sales Tax Reimbursement Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

9. Headings. Section headings in this Sales Tax Reimbursement Agreement are for convenience or reference only and shall not constitute a part of this Sales Tax Reimbursement Agreement for any purpose.

10. Additional or Supplemental Agreements; Amendments. The parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Plan and agreements required to implement the Plan, including, without limitation, this Sales Tax Reimbursement Agreement. This Sales Tax Reimbursement Agreement may only be amended in writing and with the consent of the Trustee.

11. Minor Changes. This Sales Tax Reimbursement Agreement has been approved in substantially the form submitted to the governing bodies of the parties. The officers executing the Sales Tax Reimbursement Agreement have been authorized to make, and may have made, minor changes in this Sales Tax Reimbursement Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the parties at the time of approval by the governing bodies, the execution of the Sales Tax Reimbursement Agreement shall constitute conclusive evidence of the approval of such changes by the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Sales Tax Reimbursement Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

BROOMFIELD    URBAN    RENEWAL  
AUTHORITY

\_\_\_\_\_  
Chair

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary/Executive Director

**INDENTURE OF TRUST**

**by and between**

**BROOMFIELD URBAN RENEWAL AUTHORITY**

**And**

**UMB BANK, N.A.,  
as Trustee**

**\$[\_\_\_\_]  
TAXABLE TAX INCREMENT REVENUE REFUNDING BONDS  
(BROOMFIELD EVENT CENTER PROJECT)  
SERIES 2025**

**Dated as of February [\_\_\_\_], 2025**

## TABLE OF CONTENTS

|   |    |
|---|----|
| ARTICLE I DEFINITIONS; EQUAL SECURITY .....   | 4  |
| Section 1.01    Definitions .....   | 4  |
| Section 1.02    Indenture to Constitute Contract .....                                    | 10 |
| ARTICLE II CONDITIONS AND TERMS OF BONDS .....  | 11 |
| Section 2.01    Authorization of Bonds; Supplemental Act .....                            | 11 |
| Section 2.02    Bond Details. ....  | 11 |
| Section 2.03    Execution; Limited Obligation; Use of Proceeds of Series 2025 Bonds ..... | 12 |
| Section 2.04    Authentication. ....  | 13 |
| Section 2.05    Form of Series 2025 Bonds. ....   | 14 |
| Section 2.06    Delivery of Series 2025 Bonds. ....                                       | 14 |
| Section 2.07    Mutilated, Lost, Stolen or Destroyed Bonds. ....                          | 14 |
| Section 2.08    Registration and Exchange of Bonds; Persons Treated as Owners. ....       | 15 |
| Section 2.09    Destruction of Bonds. ....  | 15 |
| Section 2.10    Book-Entry-Only System. ....  | 16 |
| Section 2.11    Payments and Notices to Cede & Co. ....                                   | 17 |
| Section 2.12    Additional Bonds and Subordinate Obligations. ....                        | 17 |
| ARTICLE III REDEMPTION OF BONDS .....   | 19 |
| Section 3.01    Redemption Dates and Prices. ....   | 19 |
| Section 3.02    Notice of Redemption. ....  | 20 |
| Section 3.03    Redemption Payments. ....   | 20 |
| Section 3.04    Cancellation. ....  | 20 |
| Section 3.05    Partial Redemption of Bonds. ....   | 20 |
| ARTICLE IV REVENUES AND FUNDS .....   | 21 |
| Section 4.01    Sources of Payment of Bonds; Irrevocable .....                            | 21 |
| Section 4.02    Creation of Funds. ....   | 21 |
| Section 4.03    Custody of Funds. ....  | 22 |
| Section 4.04    Revenue Fund. ....  | 22 |
| Section 4.05    Bond Fund. ....   | 23 |
| Section 4.06    Reserve Fund. ....  | 24 |
| Section 4.07    Costs of Issuance Fund. ....  | 25 |
| Section 4.08    Nonpresentment of Bonds. ....   | 25 |
| Section 4.09    Moneys to be Held in Trust. ....  | 26 |
| Section 4.10    Excesses in Trust Funds. ....   | 26 |
| Section 4.11    Budget and Appropriation of Sums. ....                                    | 26 |
| ARTICLE V COVENANTS .....   | 27 |
| Section 5.01    Payment of Bonds .....  | 27 |
| Section 5.02    Performance of Covenants; Authority .....                                 | 27 |



|  |   |    |
|--|---|----|
| Section 5.03   | Instrument of Further Assurances .....  | 27 |
| Section 5.04   | Inspection of Records.....  | 27 |
| Section 5.05   | List of Owners .....  | 27 |
| Section 5.06   | Amendment to Plan, Compliance with the City and County Reimbursement<br>Agreement and City and County Cooperation Agreement ..... | 28 |
| Section 5.07   | Use of Proceeds .....   | 28 |
| Section 5.08   | Books and Accounts; Financial Statements. ....  | 28 |
| Section 5.09   | Protection of Security and Rights of Owners.....  | 28 |
| Section 5.10   | Maintenance of Existence. ....  | 29 |
| Section 5.11   | Representations and Warranties of the Authority. ....   | 29 |
| Section 5.12   | Compliance with Continuing Disclosure Certificate. ....   | 30 |
| ARTICLE VI DEFAULT AND LIMITATIONS OF LIABILITY .....          |   | 30 |
| Section 6.01   | Events of Default.....  | 30 |
| Section 6.02   | Remedies; Rights of Owners.....   | 30 |
| Section 6.03   | Right of Owners to Direct Proceedings.....  | 31 |
| Section 6.04   | Appointment of Receivers.....   | 31 |
| Section 6.05   | Waiver .....  | 31 |
| Section 6.06   | Application of Moneys.....  | 31 |
| Section 6.07   | Remedies Vested in Trustee.....   | 32 |
| Section 6.08   | Rights and Remedies of Owners .....   | 33 |
| Section 6.09   | Termination of Proceedings. ....  | 33 |
| Section 6.10   | Waivers of Events of Default. ....  | 33 |
| Section 6.11   | Notice of Defaults Under Section 6.01(c); Opportunity to Cure .....   | 34 |
| ARTICLE VII THE TRUSTEE .....                                  |   | 34 |
| Section 7.01   | Representation and Warranties of the Trustee .....  | 34 |
| Section 7.02   | Acceptance of Trusts.....   | 35 |
| Section 7.03   | Fees, Charges and Expenses of the Trustee .....   | 37 |
| Section 7.04   | Notice to Owners if Default Occurs.....   | 37 |
| Section 7.05   | Intervention by Trustee .....   | 37 |
| Section 7.06   | Successor Trustee.....  | 37 |
| Section 7.07   | Resignation by Trustee.....   | 37 |
| Section 7.08   | Removal of Trustee .....  | 38 |
| Section 7.09   | Appointment of Successor Trustee .....  | 38 |
| Section 7.10   | Acceptance by Any Successor Trustee .....   | 38 |
| ARTICLE VIII AMENDMENT OF OR SUPPLEMENT TO THE INDENTURE ..... |   | 39 |
| Section 8.01   | Supplemental Indentures Not Requiring Consent of Owners. ....   | 39 |
| Section 8.02   | Supplemental Indentures Requiring Consent of Owners. ....   | 39 |
| ARTICLE IX DISCHARGE OF LIEN AND DEFEASANCE OF BONDS .....     |   | 40 |
| Section 9.01   | Discharge of Lien and Defeasance of Bonds .....   | 40 |
| ARTICLE X MISCELLANEOUS.....                                   |   | 42 |

|               |   |    |
|---------------|---|----|
| Section 10.01 | Consent of Owners .....                                 | 42 |
| Section 10.02 | Limitation of Rights .....                              | 42 |
| Section 10.03 | No Recourse Against Officers and Agents .....           | 42 |
| Section 10.04 | Limitation of Actions .....                             | 42 |
| Section 10.05 | Severability.....                                       | 43 |
| Section 10.06 | Notices.....  | 43 |
| Section 10.07 | Payment Due on Non-Business Days.....                   | 43 |
| Section 10.08 | Counterparts .....                                      | 43 |
| Section 10.09 | Provisions of Law.....                                  | 43 |
| Section 10.10 | Electronic Signatures and Electronic Transactions ..... | 43 |
| Section 10.11 | Rules of Interpretation.....                            | 44 |
| Section 10.12 | Captions.....   | 44 |

## EXHIBIT A    FORM OF BOND

## **INDENTURE OF TRUST**

THIS INDENTURE OF TRUST dated as of February [ ], 2025 (this “Indenture”) by and between the BROOMFIELD URBAN RENEWAL AUTHORITY, a public body corporate and politic duly established by the City of Broomfield, Colorado under and pursuant to the Colorado Constitution and the laws of the State of Colorado (the “Authority”), and UMB Bank, n.a., as trustee (the “Trustee”);

### **WITNESSETH:**

WHEREAS, the Broomfield Urban Renewal Authority (the “Authority”) is a public body corporate and politic duly established by the City of Broomfield, Colorado (the “City”) on December 9, 1986 under and pursuant to the Colorado Constitution and the laws of the State of Colorado (the “State”) and Resolution No. 155-86 adopted by the City Council of the City on December 9, 1986; and

WHEREAS, on November 15, 2003, the City became the City and County of Broomfield, State of Colorado (the “City and County”), and is a political subdivision of the State, a body corporate and politic, a home-rule City and County pursuant to Article XX of the State Constitution and a city and county pursuant to Sections 10, 11, 12 and 13 of Article XX of the State Constitution; and

WHEREAS, the Authority is authorized to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Colorado Urban Renewal Law, constituting part 1 of article 25 of title 31, Colorado Revised Statutes (the “Act”); and

WHEREAS, the City Council of the City and County by Resolution No. 2005-90 approved and adopted on June 28, 2005 (“Resolution No. 2005-90”) and by Ordinance No. 1808, Amended, finally approved and adopted on second reading on June 28, 2005 (“Ordinance No. 1808”) has authorized and approved the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project,” as an urban renewal plan under the Act (the “Plan”) for the area described therein (the “Urban Renewal Area”); and

WHEREAS, Resolution No. 2005-90 and Ordinance No. 1808 have not been amended, modified or repealed since their adoption; and

WHEREAS, the Plan has not been amended or modified since its authorization and approval; and

WHEREAS, pursuant to and in accordance with the Act, the Plan provides for the undertaking of the “Wadsworth Interchange Urban Renewal Project” as an urban renewal project within the meaning of the Act; and

WHEREAS, the Plan and the Wadsworth Interchange Urban Renewal Project include the Broomfield Event Center (the “Project”); and

WHEREAS, pursuant to Section 31-25-109 of the Act, the Authority has the power and authority to issue bonds to finance the activities or operations of the Authority permitted and

authorized under the Act to be undertaken in connection with the accomplishment of the Project; and

WHEREAS, the Authority has previously issued \$59,785,000 of its Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005 (the "Series 2005 Bonds") pursuant to an Indenture of Trust dated as of October 1, 2005 (the "Series 2005 Indenture"), between the Authority and American National Bank, now known as UMB Bank, n.a., as trustee (the "Trustee"); and

WHEREAS, the Series 2005 Bonds may be called for prior redemption, in whole or in part, on the first Business Day of any month while in a weekly mode, without prepayment penalty; and

WHEREAS, the Authority desires to refund, pay and defease in whole all of the outstanding Series 2005 Bonds (the "Refunding Project"); and

WHEREAS, the Authority has heretofore determined that it is in the best interests of the Authority and the citizens and taxpayers of the City and County that, for the purpose of refunding the Series 2005 Bonds, the Authority issue \$[ ] of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the "Series 2025 Bonds"), which Series 2025 Bonds are payable from the Trust Estate (as defined below); and

WHEREAS, the Authority is authorized to issue the Series 2025 Bonds without an election; and

WHEREAS, the Bonds will be issued pursuant to the provisions of the Colorado Urban Renewal Law, constituting part 1 of article 25 of title 31, Colorado Revised Statutes and Title 11, Article 57, Part 2, C.R.S. Title 11, Article 56 et seq., C.R.S. and all other laws thereunto enabling; and

WHEREAS, the Series 2025 Bonds will be special and limited obligations of the Authority payable solely from and secured by the Trust Estate; and

WHEREAS, all things necessary to make the Series 2025 Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Authority according to their terms, and to constitute this Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal of and interest on the Series 2025 Bonds have been done and performed, and the execution and delivery of this Indenture, and the execution, authentication and issuance of the Series 2025 Bonds, subject to the terms of this Indenture, have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the Authority, in consideration of the premises, the acceptance by the Trustee of those trusts hereby created and established with the Trustee, the purchase and acceptance of the Bonds by the purchasers thereof and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds Outstanding hereunder from time to time, according to their tenor and effect, and all amounts payable as Parity Obligations, and such other payments required to be made under this

Indenture, and to secure the observance and performance by the Authority of all the covenants expressed and implied herein in the Bonds and the Parity Obligations, does hereby grant, bargain, convey, assign, mortgage, pledge, and grant a security interest unto the Trustee and the Bank and unto their successors in the trusts hereunder, and to them and their successors and assigns forever, all right, title, and interest of the Authority in, to, and under, subject to the terms and conditions of this Indenture: (i) the Authority's right to payment of Pledged Revenues and all of the moneys in all of the funds and accounts established hereunder, and all accounts in such funds established by this Indenture including the investments, if any, thereof, and all income and proceeds derived from such investments; (ii) the Authority's rights under the City and County Reimbursement Agreement; and (iii) the Authority's rights under the City and County Cooperation Agreement (collectively referred to as the "Trust Estate");

TO HAVE AND TO HOLD IN TRUST all and singular such Trust Estate, whether now owned or hereafter acquired and conveyed (by supplemental indenture or otherwise), unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts in this Indenture set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Series 2025 Bonds and any Additional Bonds from time to time issued under and secured by this Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the Series 2025 Bonds or Additional Bonds over any of the other Series 2025 Bonds or Additional Bonds;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Series 2025 Bonds and any Additional Bonds due or to become due thereon, at the times and in the manner set forth in the Series 2025 Bonds and any Additional Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Series 2025 Bonds and any Additional Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof in accordance with Article VII hereof, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions of this Indenture, then upon the final payment thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2025 Bonds and any Additional Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the Trust Estate, are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in this Indenture expressed, and the Authority has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective Owners of the Bonds as follows:

## **ARTICLE I DEFINITIONS; EQUAL SECURITY**

**Section 1.01 Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request, or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Act” means the Colorado Urban Renewal Law, constituting part 1 of article 25 of title 31, Colorado Revised Statutes, as from time to time amended and supplemented.

“Additional Bonds” means one or more series of additional bonds, notes, interim securities or other obligations issued pursuant to Section 2.02 hereof having a lien on the Pledged Revenues that is on a parity with the lien of the Bonds.

“Arista Metropolitan District” means the Arista Metropolitan District, a quasi-municipal corporation, formerly known as Park 36 Metropolitan District, duly organized and existing as a metropolitan district under the Constitution and laws of the State of Colorado, particularly Title 32, Article 1, C.R.S.

“Authority” means the Broomfield Urban Renewal Authority, an urban renewal authority duly organized and existing under the Act, and its successors and assigns.

“Authority Representative” means a person at the time designated to act on behalf of the Authority for purposes of this Indenture by a certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by any of its officers. The certificate may designate an alternate or alternates.

“Authorized Denominations” means \$5,000 and any integral multiple thereof.

“Beneficial Owners” means the owners of Bonds whose ownership is recorded under the book-entry-only system maintained by DTC.

“Board” means the Board of Commissioners of the Authority.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds.

“Bond Payment Fund” means the fund so defined and created in Section 4.02 hereof.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the Underwriter and the Authority.

“Bond Register” means books for the registration of the ownership, transfer, or exchange of the Bonds required to be kept by the Trustee acting as paying agent at its principal corporate trust office pursuant to the provisions of Section 2.11 hereof.

“Bond Resolution” means the resolution adopted by the Board on January 14, 2025, authorizing the execution of this Indenture, the issuance, sale and delivery of the Series 2025 Bonds, the financing of the Refunding Project, and certain other matters, as from time to time amended in accordance herewith.

“Bondholder” or “Owner” means the person or persons in whose name or names a Bond shall be registered on the Bond Register in accordance with the terms of this Indenture.

“Bonds” or “Series 2025 Bonds” means the Broomfield Urban Renewal Authority, Taxable Tax Increment Revenue Bonds (Broomfield Event Center Project), Series 2025, in the aggregate principal amount of \$[\_\_\_\_], that are authenticated and delivered by the Trustee under and pursuant to Article II hereof, including any bonds issued in exchange or in lieu thereof.

“Business Day” means a day on which the Trustee, or banks or trust companies in Denver, Colorado, or New York, New York are not authorized or required to remain closed and on which the New York Stock Exchange is not closed.

“Cede & Co.” means Cede & Co., the nominee of DTC as Bond Depository for any Bonds, and any successor nominee of DTC as such Bond Depository.

“Chair” means the Chairperson of the Board of Commissioners of the Authority, or any presiding officer or titular head of the Board, or his or her successor in functions.

“City” means the City of Broomfield, Colorado, and its successors and assigns.

“City and County” means the City and County of Broomfield, Colorado, and its successors and assigns.

“City and County Cooperation Agreement” means the Amended and Restated Cooperation Agreement dated as of February [\_\_\_], 2025, between the Authority and the City and County, and any supplements or amendments thereto.

“City and County Reimbursement Agreement” means the Amended and Restated Annual Appropriation Sales Tax Reimbursement Agreement, dated as of February [\_\_\_], 2025, between the Authority and the City and County, and any supplements or amendments thereto.

“City Manager” means the City Manager of the City and County, or the City Manager’s successor in functions, if any, acting as Executive Director of the Authority.

“Closing Date” means February [ ], 2025, or such other date on which the Bonds are issued and exchanged for the purchase price thereof.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the Authority on the date of delivery of the Bonds.

“Costs of Issuance” means administrative costs of issuance of any Bonds, any fees and expenses of any underwriter or financial advisor services in connection with the issuance of any Bonds, any fees or expenses of the Trustee in connection therewith, legal fees and expenses, costs incurred in obtaining ratings from rating agencies, bond insurance premiums, costs of immediately available funds, costs of publication, printing and engraving, accountants’ fees and recording and filing fees.

“Costs of Issuance Fund” means the fund so defined and created in Section 6.04 hereof.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented thereto.

“DTC” means The Depository Trust Company, New York, New York, and any successor corporation.

“Executive Director” means the Executive Director of the Authority or his or her successor in functions.

“Event of Default” means any occurrence or event specified in and defined by Section 8.01 hereof.

“Excluded TIF Parcels” means those parcels of real property described in **Exhibit A** to the City and County Cooperation Agreement that may produce property tax revenues and municipal sales tax revenues allocated to the Authority pursuant to the Act and the City and County Cooperation Agreement, which revenues are excluded from Pledged Property Tax Revenues and Pledged Sales Tax Revenues.

“Federal Securities” means bills, certificates of indebtedness, notes, bonds or other similar instruments which are direct non-callable obligations of the United States of America, or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Funds” shall mean, collectively, the Bond Payment Fund, the Costs of Issuance Fund, the Project Fund, the Reserve Fund, and any other funds created pursuant hereto.

“Indenture” means this Indenture of Trust, dated as of February [ ], 2025, by and between the Authority and the Trustee, as it may from time to time be supplemented or amended pursuant to the provisions hereof.

“Interest Account” means the account so defined and created in Section 6.02 hereof.

“Interest Payment Date” means each date set for the payment of interest hereunder, being each June 1 and December 1, commencing June 1, 2025.



“Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Letter of Credit Bank to secure the payment of principal and interest on the Series 2005 Bonds.

“Letter of Credit Bank” means BNP Paribas, and its successor and assigns, as issuer of the Letter of Credit relating to the Series 2005 Bonds.

“Maximum Annual Debt Service Requirement” means the maximum amount of all required payments of principal and interest on the Bonds and any Additional Bonds that will become due in any fiscal year and Parity Obligations due in any fiscal year.

“Opinion of Counsel” means a written opinion of Bond Counsel.

“Outstanding,” when used as of a particular time with reference to Bonds, means (subject to the provisions of Section 10.02 hereof) all Bonds delivered hereunder except:

- (a) Bonds cancelled by the Trustee or surrendered to the Trustee for cancellation;

- (b) Bonds paid or deemed to have been paid within the meaning of Section 11.02 hereof; and

- (c) Bonds in lieu of or in substitution for which replacement Bonds shall have been executed by the Authority and delivered by the Trustee hereunder.

“Owner” means the registered owner of a Bond, including the Bond Depository for the Bonds, if any, or its nominee.

“Participant” means those broker-dealers, banks and other financial institutions reflected on the books of DTC.

“Permitted Investments” means any lawful investment permitted for the investment of funds of the Authority by the laws of the State under Section 24-75-601.1, C.R.S.

“Person” means any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

“Plan” means the Urban Renewal Plan for the Wadsworth Interchange Urban Renewal Project approved by the City Council of the City on June 28, 2005, by Ordinance No. 1808 and as amended or supplemented in accordance with the Act.

“Plan Area” means the area described as such in the Plan which has been found to be blighted and which the City has designated as appropriate for an urban renewal project, as such boundaries exist on the date hereof.

“Pledged Property Tax Revenues” means that portion of the annual ad valorem property tax revenues in excess of the amount produced by the levy of those taxing bodies that levy property

taxes on the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan as calculated in accordance with Section 31-25-107(9) of the Act and the regulations implementing the Act; less the proportional share of the reasonable and necessary costs and expenses of enforcing and collecting the Pledged Property Tax Revenues; provided, that Pledged Property Tax Revenues shall not include any revenues produced by the property tax levy of (a) Arista Metropolitan District, (b) the North Metro Fire Rescue District, or (c) the Excluded TIF Parcels.

“Pledged Revenues” means (a) the Pledged Property Tax Revenues, (b) the Pledged Sales Tax Revenues, and (c) all income derived from the investment and reinvestment of the Accounts established by the Indenture.

“Pledged Sales Tax Revenues” means ten percent (10%) of the Sales Tax levied on all transactions subject to municipal sales taxes within the boundaries of the Urban Renewal Area after June 28, 2005, as allocated to the Authority pursuant to the City and County Cooperation Agreement; provided, however Pledged Sales Tax Revenues shall not include (a) any sales taxes produced from transactions on the Excluded TIF Parcels and any improvements thereon and (b) the proportional share of the reasonable and necessary costs and expenses of enforcing and collecting the Pledged Sales Tax Revenues.

“Principal Account” means the account so defined and created in Section 6.02 hereof.

“Principal Payment Date” means December 1 of each such year commencing December 1, 2025.

“Record Date” means the fifteenth (15th) day of the calendar month (whether or not a Business Day) immediately preceding any Interest Payment Date.

“Redemption Date” means the date fixed for redemption of the Bonds subject to redemption in any notice of redemption given in accordance with the terms hereof.

“Refunding Project” means the refunding of the Series 2005 Bonds and paying the costs of issuance of the same.

“Representation Letter” means the Blanket Letter of Representations from the Authority to DTC.

“Reserve Fund” means the fund by that name established pursuant to Section 4.02 hereof. The Reserve Fund shall secure only the payment of the Debt Service Requirements on the Series 2025 Bonds, unless otherwise provided in the resolution or indenture authorizing the issuance of Additional Bonds. Additional Bonds may only be secured by the Reserve Fund to the extent that the City and County Reimbursement Agreement is amended by the City Council, in its sole discretion, to include the increase in the Reserve Fund Requirement resulting from the issuance of such Additional Bonds. In the event that the City and County Reimbursement Agreement is not so amended, the Reserve Fund shall secure only the payment of the Debt Service Requirements on the Series 2025 Bonds.

“Reserve Fund Credit Facility” means an insurance policy, surety bond, letter or line of credit or similar instrument which may be utilized in the Series 2025 Reserve Fund as security for the Series 2025 Bonds,

“Reserve Fund Requirement” means, as of the date of any calculation as required hereunder, the least of (a) 10% of the stated principal amount of the Series 2025 Bonds, (b) the Maximum Annual Debt Service Requirements on the Outstanding Series 2025 Bonds, or (c) 125% of the Average Annual Debt Service Requirements on the Outstanding Series 2025 Bonds. To the extent that the Reserve Fund secures both the Series 2025 Bonds and Additional Bonds, the Reserve Fund Requirement means, as of the date of any calculation as required hereunder, the least of (a) 10% of the stated principal amount of the Series 2025 Bonds and any Additional Bonds that are secured by the Reserve Fund, (b) the Maximum Annual Debt Service Requirements on the Outstanding Series 2025 Bonds and any Additional Bonds that are secured by the Reserve Fund, or (c) 125% of the Average Annual Debt Service Requirements on the Outstanding Series 2025 Bonds and any Additional Bonds that are secured by the Reserve Fund.

“Revenue Fund” means the fund by that name established pursuant to Section 4.02 hereof.

“Sales Tax” means the 3.50% sales tax of the City and County imposed by Chapters 3.04 and 3.10 of the Broomfield Municipal Code.

“Series 2005 Indenture” has the meaning ascribed to it in the recitals hereto.

“Series 2005 Redemption Account” means the account established by the Series 2005 Indenture for deposit of funds to repay the Letter of Credit Bank for a draw of the Letter of Credit relating to the redemption of the Series 2005 Bonds.

“Series 2025 Reserve Fund” means the Series 2025 Reserve Fund created by section 6.05(a) hereof.

“Special Record Date” means a special date fixed to determine the names and addresses of Owners for purposes of paying defaulted interest on a special interest payment date, all as further provided in Section 2.02 of this Indenture.

“State” means the State of Colorado.

“Subordinate Obligations” means any obligation issued or incurred by the Authority and payable from the Trust Estate on a basis which is subordinate to the claim thereon which secures the Bonds.

“Supplemental Act” means the Supplemental Public Securities Act, constituting part 2 of article 57 of title 11, Colorado Revised Statutes, as from time to time amended and supplemented.

“Trust Estate” means and shall consist of the Pledged Revenues and the rights, property and interests pledged and assigned by the Authority under this Indenture to the Trustee pursuant to the Granting Clauses of this Indenture.

“Trust Funds” means, collectively, the Revenue Fund, the Bond Fund and the Reserve Fund. Notwithstanding the foregoing, or any other provisions hereof, the Reserve Fund created under this Indenture shall only secure the payment of the Series 2025 Bonds, and not any Additional Bonds hereafter issued, unless the resolution or indenture authorizing the issuance of Additional Bonds provides that such Additional Bonds shall be secured by the Reserve Fund. The 2025 Costs of Issuance Fund shall be held by the Trustee under the terms of this Indenture but shall not constitute Trust Funds hereunder and shall not secure the payment of the Bonds.

“Trustee” means UMB Bank, n.a., or its successor or assigns.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the underwriter of the Series 2025 Bonds.

“Urban Renewal Area” means the area included in the Plan as approved by the City and County on June 28, 2005, by Ordinance No. 1808.

**Section 1.02 Indenture to Constitute Contract.** In consideration of the acceptance of the Bonds by the Owners, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee as fiduciary for the benefit of the Owners, and the Owners to secure the full and final payment of the principal of, premium, if any, and interest on the Bonds, and the application of all moneys on deposit or to be deposited in accordance herewith, including, but not limited to, foreclosure proceeds, and the conditions, covenants, and terms contained herein required to be observed or performed by or on behalf of the Authority and the Trustee shall be for the equal benefit, protection, and security of all Owners without distinction, preference, or priority of any Bonds over any other Bonds by reason of the number or date thereof or the time of authentication or delivery thereof or otherwise for any cause whatsoever, except as expressly provided herein. Subject to Section 11.01 hereof, this Indenture shall remain in full force and effect so long as any Bonds remain Outstanding.

## **ARTICLE II CONDITIONS AND TERMS OF BONDS**

**Section 2.01 Authorization of Bonds; Supplemental Act.** No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued by the Authority and which may be secured in any manner by the Trust Estate is hereby expressly limited to (a) \$[\_\_\_\_\_] in aggregate principal amount of the Series 2025 Bonds, (b) any Bonds issued pursuant to Section 2.07 of this Indenture and (c) any Additional Bonds issued by the Authority pursuant to Section 2.12 of this Indenture. The Authority may also issue any Subordinate Obligations payable from the Trust Estate on a subordinate basis as set forth in Section 2.12 of this Indenture.

Section 11-57-204 of the Supplemental Act provides that a public entity, including the Authority, may elect in an act of issuance to apply any or all of the provisions of the Supplemental Act to the Series 2025 Bonds. The Authority hereby elects to apply all of the Supplemental Act to the Series 2025 Bonds. The Series 2025 Bonds are issued under the authority of the Act and the Supplemental Act and shall so recite on each Series 2025 Bond, a form of which is attached as Exhibit A hereto. Pursuant to Section 11-57-210, Colorado Revised Statutes, such recital conclusively imparts full compliance with all the provisions of said sections, and the Series 2025 Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

The Series 2025 Bonds shall also be issued pursuant to the provisions of the Act in connection with urban renewal projects, activities or operations of the Authority and shall so recite on each Series 2025 Bond.

The Series 2025 Bonds shall also be issued pursuant to the provisions of the Refunding Act and shall so recite on each Series 2025 Bond. Section 11-56-107 of the Refunding Act provides that such recital conclusively imparts full compliance with all of the provisions and limitations of the Refunding Act, and all refunding bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

### **Section 2.02 Bond Details.**

(a) The Series 2025 Bonds shall be designated “Broomfield Urban Renewal Authority, Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025” and shall be issued pursuant to the Act, the Supplemental Act, the Bond Resolution and this Indenture. The Series 2025 Bonds shall be issuable only as fully registered bonds without coupons, shall be numbered in such manner as determined by the Trustee in order to distinguish each Bond from any other Bond and shall be in Authorized Denominations.

(b) The Series 2025 Bonds shall be dated as of their date of delivery and shall bear interest from their date until maturity or prior redemption, except that any Series 2025 Bond which is reissued upon transfer, exchange or other replacement shall bear interest from the most

recent payment date to which interest has been paid, or if no interest has been paid, from the date of the Series 2025 Bonds.

(c) The aggregate principal amount of the Series 2025 Bonds shall be \$[\_\_\_\_\_]. The Series 2025 Bonds shall mature on December 1 in each of the principal amounts and years and shall bear interest at the interest rates per annum set forth below:

| <u>Years</u><br><u>(December 1)</u> | <u>Principal</u><br><u>Amounts</u> | <u>Interest</u><br><u>Rates</u> |
|-------------------------------------|------------------------------------|---------------------------------|
| 2025                                | \$                                 | %                               |
| 2026                                |                                    |                                 |
| 2027                                |                                    |                                 |
| 2028                                |                                    |                                 |
| 2029                                |                                    |                                 |
| 2030                                |                                    |                                 |

Interest on the Series 2025 Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each Interest Payment Date.

(d) The principal of any Series 2025 Bond shall be payable when due to an Owner upon presentation and surrender of such Series 2025 Bond at the Principal Corporate Trust Office of the Trustee. Interest on any Series 2025 Bond shall be paid on each Interest Payment Date by check or wire sent by the Trustee on that date to the Person in whose name the Series 2025 Bond is registered at the close of business on the Record Date applicable to that Interest Payment Date on the Bond Register at the address appearing therein. Notwithstanding the foregoing and while the Series 2025 Bonds are held by a Depository, interest on any Series 2025 Bond shall be paid by wire transfer in immediately available funds to the bank account number and address filed with the Trustee by such Owner or in accordance with the provisions of the Representation Letter. If and to the extent, however, that payment of interest on any Series 2025 Bond on any Interest Payment Date is not made, that interest shall cease to be payable by the Authority to the Person who was the Owner of that Series 2025 Bond as of the applicable Record Date. When moneys become available for payment of the interest, the Trustee shall establish a Special Record Date for the payment of that interest which shall be not more than 15 nor fewer than 10 days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed by first class mail, postage prepaid, to such Owner at its address as it appears on the Bond Register no fewer than 10 days prior to the Special Record Date and thereafter the interest shall be payable to the Persons who are the Owners of the Series 2025 Bonds at the close of business on the Special Record Date. The principal of and interest on the Series 2025 Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Trustee.

## **Section 2.03 Execution; Limited Obligation; Use of Proceeds of Series 2025 Bonds.**

(a) The Series 2025 Bonds shall be executed in the name and on behalf of the Authority by the manual or facsimile signature of the Chair and its corporate seal, or a facsimile thereof, shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon and

attested by the manual or facsimile signature of the Executive Director. In case any officer who shall have signed any of the Series 2025 Bonds shall cease to be such officer of the Authority before the Series 2025 Bonds have been authenticated by the Trustee or delivered or sold, such Series 2025 Bonds with the signatures thereto affixed may, nevertheless, be authenticated by the Trustee, and delivered, and may be sold by the Authority, as though the person or persons who signed such Series 2025 Bonds had remained in office.

(b) All Bonds issued under this Indenture and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority or distinction on account of the date or dates or the actual time or times of the issuance of the Bonds, so that all Bonds at any time issued and Outstanding hereunder shall have the same right and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby. The Series 2025 Bonds shall be special, limited obligations of the Authority secured by an irrevocable pledge of and payable solely from the Trust Estate, except to the extent otherwise provided herein. The Owners of the Series 2025 Bonds may not look to any general or other fund of the Authority for the payment of principal of or interest thereon except the Trust Estate. The Series 2025 Bonds shall not constitute a debt or indebtedness of the State or of any county, municipality or public body of the State, other than the Authority, within the meaning of any Constitutional, home rule charter, or statutory debt limitation or restriction. In no event shall the Series 2025 Bonds give rise to a general obligation or liability of the Authority, the City and County, the State, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers or be payable out of any funds or properties other than the Trust Estate. Neither the members, officials, staff, attorneys or consultants of the Authority, or the City and County, nor any Persons executing the Series 2025 Bonds, shall be personally liable on the Series 2025 Bonds or subject to any personal liability or accountability by reason of the issuance thereof.

(c) The Series 2025 Bonds shall constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Trust Estate.

(d) The net proceeds of the Series 2025 Bonds (\$\_\_\_\_\_) shall applied as follows:

(i) an amount of Series 2025 Bond proceeds equal to \$\_\_\_\_\_, together with \$\_\_\_\_\_ on deposit in the reserve fund for the Series 2005 Bonds, shall be remitted to the Trustee, to be deposited in the Series 2005 Redemption Account for the Series 2005 Bonds to refund and defease the outstanding Series 2005 Bonds;

(ii) an amount equal to \$\_\_\_\_\_ shall be remitted to the Trustee and deposited in the Reserve Fund; and

(iii) an amount equal to \$\_\_\_\_\_ shall be remitted to the Trustee and deposited in the 2025 Costs of Issuance Fund.

**Section 2.04 Authentication.** No Series 2025 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a Certificate of Authentication on such Series 2025 Bond substantially in the form set forth in Exhibit A to this

Indenture shall have been duly executed by the Trustee, and such executed Certificate of Authentication of the Trustee upon any such Series 2025 Bond shall be conclusive evidence that such Series 2025 Bond has been authenticated and delivered under this Indenture. The Certificate of Authentication of the Trustee on any Series 2025 Bond shall be deemed to have been executed by the Trustee if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer execute the Certificate of Authentication on all of the Series 2025 Bonds.

**Section 2.05 Form of Series 2025 Bonds.** The Series 2025 Bonds and the Certificate of Authentication of the Trustee to be endorsed on the Series 2025 Bonds shall be in substantially the form set forth in Exhibit A to this Indenture, with appropriate variations, omissions and insertions as permitted or required by this Indenture or deemed necessary by the Authority.

**Section 2.06 Delivery of Series 2025 Bonds.**

(a) Upon the execution and delivery of this Indenture, the Authority shall execute and deliver the Series 2025 Bonds to the Trustee, and the Trustee shall authenticate the Series 2025 Bonds. The Trustee shall thereupon deliver the Series 2025 Bonds to the Underwriter pursuant to the Bond Purchase Agreement as directed by the Authority and as provided in this Section.

(b) Prior to the delivery by the Trustee of the Series 2025 Bonds there shall be filed with or provided to the Trustee:

- (i) a copy of the Bond Resolution;
- (ii) executed counterparts of this Indenture;
- (iii) a copy of the City and County Reimbursement Agreement;
- (iv) a copy of the City and County's Cooperation Agreement;
- (v) a request and authorization to the Trustee on behalf of the Authority and signed by its Chair or the Executive Director to authenticate and deliver the Series 2025 Bonds to the Underwriter upon payment by the Underwriter of the amounts due under the Bond Purchase Agreement; and
- (vi) such other closing documents and opinions of counsel as the Authority may reasonably require.

**Section 2.07 Mutilated, Lost, Stolen or Destroyed Bonds.** In the event that any Bond is mutilated, lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate a new Bond of like maturity, series, interest rate and denomination to that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Authority, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory



to the Authority and the Trustee, together with an indemnity satisfactory to them. In the event that any such Bond shall have matured, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The Authority and the Trustee may charge the Owner of any mutilated, lost, stolen or destroyed Bond with their reasonable fees and expenses for such service.

**Section 2.08 Registration and Exchange of Bonds; Persons Treated as Owners.**

(a) The Authority shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee. Subject to the limitations of this Section 2.08, upon surrender for transfer of any Bond at the Principal Corporate Trust Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or the attorney for such Owner duly authorized in writing, the Authority shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds for a like aggregate principal amount, in an authorized denomination or denominations, and of like maturity, series and interest rate.

(b) Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same date, maturity, series and interest rate, or for a like aggregate principal amount of Bonds of other authorized denominations of the same date, maturity, series and interest rate. The Authority shall execute and the Trustee shall authenticate and deliver Bonds which the Owner making the exchange is entitled to receive, bearing numbers not then Outstanding. The execution by the Authority of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

(c) The Trustee shall not be required to transfer or exchange any Bond during the period commencing on the Record Date and ending on the immediately following Interest Payment Date nor to transfer or exchange any Bond after the mailing of notice calling such Bond or portion thereof for redemption has been given as provided herein, nor during the period of fifteen (15) days next preceding the giving of such notice of redemption.

(d) In each case, the Trustee shall require the payment by the Owner requesting exchange or transfer only of any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer and a reasonable exchange or transfer fee.

(e) The Authority and the Trustee may deem and treat the Person in whose name any Bond shall be registered upon the Bond Register as the absolute Owner thereof, whether the Bond shall be overdue or not, for the purpose of making payment thereof and for all other purposes whatsoever; and payment of, or on account of, the Debt Service Requirements of any Bond shall be made only to, or upon the order of, such Owner or his or her legal representative. All such payments shall be valid and effectual to satisfy and to discharge the liability upon the Bonds to the extent of the sum or sums so paid.

**Section 2.09 Destruction of Bonds.** Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount and interest represented thereby, or for replacement pursuant to Section 2.07, such Bond shall be

promptly canceled or destroyed by the Trustee, and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Authority.

**Section 2.10 Book-Entry-Only System.** The Series 2025 Bonds initially shall be evidenced by one Series 2025 Bond for each maturity bearing interest at the same interest rate in denominations equal to the aggregate principal amount of the Series 2025 Bonds. Such initially delivered Series 2025 Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the Securities Depository for the Series 2025 Bonds. The Series 2025 Bonds may not thereafter be transferred or exchanged except:

(i) to any successor of The Depository Trust Company or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(ii) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph (a), or a determination by the Board that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Board of another depository institution acceptable to the Board and to the depository then holding the Series 2025 Bonds, which new depository must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(iii) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Board that The Depository Trust Company or such successor or depository institution is no longer able to carry out its functions, and the failure by the Board, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

(b) In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) or (2) of paragraph (a) hereof, upon receipt of the outstanding Series 2025 Bonds by the Trustee together with written instructions for transfer satisfactory to the Trustee, a new Series 2025 Bond for each maturity and interest rate of the Series 2025 Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph (a) hereof and the failure after reasonable investigation to located another qualified depository institution for the Series 2025 Bonds as provided in clause (3) of paragraph (a) hereof, and upon receipt of the outstanding Series 2025 Bonds by the Trustee, together with written instructions for transfer satisfactory to the Trustee, new Series 2025 Bonds shall be issued in authorized denominations as provided in and subject to the limitations of this Indenture, registered in the names of such Persons, as are requested in such written transfer instructions; however, the Trustee shall not be required to deliver such new Series 2025 Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

(c) The Authority and the Trustee shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph (a) hereof in effectuating payment of the principal amount of the Series 2025 Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

(d) Upon any partial redemption of any maturity and interest rate of the Series 2025 Bonds, Cede & Co. (or its successor) in its discretion may request the Authority to issue and the Trustee to authenticate a new Series 2025 Bond or shall make an appropriate notation on the Series 2025 Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Series 2025 Bond must be presented to the Trustee prior to payment. The records of the Trustee shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

(e) The Authority and the Trustee shall be entitled to treat the Owner of any Series 2025 Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Authority and the Trustee shall have no responsibility for transmitting payments or notices to the Beneficial Owners of the Series 2025 Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph (a) hereof. With respect to Bonds registered in the Bond Register in the name of DTC, or its nominee, the Authority and the Trustee shall have no responsibility or obligation to any Participant or to any Person on behalf of whom such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, its nominee or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondholder as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondholder as shown in the Bond Register, of any amount with respect to principal of or interest on, the Bonds.

**Section 2.11 Payments and Notices to Cede & Co.** Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Bonds and all notices with respect to the Bonds shall be made and given, respectively, in the manner provided in the Representation Letter.

**Section 2.12 Additional Bonds and Subordinate Obligations.** (a) Additional Bonds may be issued, authenticated and delivered for the purpose of providing the Authority with funds for any lawful purpose of the Authority, so long as (i) no Default or Event of Default has occurred and is at the time continuing under this Indenture, (ii) all amounts required to be on deposit in the funds and accounts established under this Indenture are on deposit therein, or will be on deposit therein upon the issuance of such Additional Bonds, and (iii) the requirements set forth below have been satisfied. The Additional Bonds of each such series shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of such Additional Bonds, such Additional Bonds shall be delivered by the Trustee to or upon the order of the original purchaser thereof, but only upon there being filed with the Trustee, such original purchaser, and the Authority:

(i) original, executed counterparts of a resolution authorizing the issuance of the Additional Bonds and an indenture, or similar document, related thereto;

(ii) an opinion of Bond Counsel to the effect that the issuance of the Additional Bonds and the execution thereof have been duly authorized, all conditions precedent to the delivery thereof have been fulfilled, and that the exclusion from gross income for federal income tax purposes of the interest on the Series 2025 Bonds will not be adversely affected by the issuance of the proposed Additional Bonds;

(iii) a certificate of the Authority Representative addressed to the Trustee establishing that the Pledged Revenues for any period of 12 consecutive calendar months out of the 18 calendar months next preceding the date of the issuance of such Additional Bonds were at least 125% of the Maximum Annual Debt Service Requirements of the combination of the Bonds then Outstanding, and the Additional Bonds proposed to be issued; provided, however, that any Bonds to be refunded with the proceeds of any such Additional Bonds shall be excluded for purposes of such calculation; and

(iv) a written order to the Trustee by the Authority to authenticate and deliver the Additional Bonds to the original purchaser therein identified upon payment to the Trustee of a specified sum plus any accrued interest.

(b) Notwithstanding the foregoing, in the case of Additional Bonds issued for the purpose of refunding less than all of the Bonds then Outstanding, compliance with Section 2.12(a)(iii) shall not be required so long as the Debt Service Requirements payable on all Bonds Outstanding after the issuance of such Additional Bonds in each Fiscal Year does not exceed the Debt Service Requirements payable on all Bonds outstanding prior to the issuance of such Additional Bonds in each Fiscal Year.

(c) Each series of Additional Bonds issued pursuant to this Section 2.12 shall be equally and ratably secured with the Series 2025 Bonds and all other series of Additional Bonds, if any, theretofore issued pursuant to this Section 2.12, without preference, priority or distinction of any such Bonds over any other thereof.

(d) So long as no Event of Default has occurred and is at the time continuing, the Authority may issue Subordinate Obligations for any lawful purpose; provided however, that the documents pursuant to which any such Subordinate Obligations is issued shall not provide for acceleration of the payment of such Subordinate Obligations.

(e) The Authority shall not issue bonds or other securities payable from the Pledged Revenues that have a lien on all or a portion of the Pledged Revenues that is prior and superior to the lien thereon of the Bonds without the prior written consent of the owners of 100% of the aggregate principal amount of the Outstanding Bonds.

(f) Nothing in this Indenture shall affect the power of the Authority to issue obligations not secured by any portion of the Trust Estate.

## ARTICLE III

### REDEMPTION OF BONDS

#### Section 3.01 Redemption Dates and Prices.

(a) ***Optional Redemption of Series 2025 Bonds.*** The Series 2025 Bonds maturing on or prior to December 1, 20\_\_ shall not be subject to optional redemption prior to their respective maturity dates. The Series 2025 Bonds maturing on and after December 1, 20\_\_ shall be subject to redemption prior to their respective maturity dates at the option of the Authority, in whole or in part, in integral multiples of \$5,000, and if in part in such order of maturities as the Authority shall determine and by lot within a maturity, on December 1, 20\_\_, and on any date thereafter, at a redemption price equal to the principal amount of the Series 2025 Bonds so redeemed plus accrued interest to the redemption date without a premium.

Unless waived by the Trustee, at least forty-five (45) days prior to any optional redemption date, the Authority shall provide written notice to the Trustee directing the Trustee to call the applicable Bonds for optional redemption.

(b) ***Sinking Fund Redemption.*** The Series 2021 Bonds are subject to mandatory sinking fund redemption on December 1 in the years and in the principal amounts specified below, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued but unpaid interest to the redemption date:

| <b>Redemption Date<br/>(December 1)</b> | <b>Principal<br/>Amount</b> |
|---|-----------------------------|
| <hr/>                                   | <hr/>                       |

At its option, to be exercised on or before the forty-fifth day next preceding each sinking fund redemption date, the Authority may (i) purchase and cancel any Series 2021 Bonds and (ii) receive a credit in respect of its sinking fund redemption obligation for the Series 2021 Bonds which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled and not theretofore applied as a credit against any sinking fund redemption obligation. Each Series 2021 Bond so purchased and cancelled or previously redeemed shall be credited at the principal amount thereof to the obligation of the Authority on such sinking fund redemption date, and the principal amount of Series 2021 Bonds to be redeemed by operation of such sinking fund on such date shall be accordingly reduced.

(c) In case a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof.

### **Section 3.02 Notice of Redemption.**

(a) Notice of optional or mandatory redemption shall be given by the Trustee in the name of the Authority by sending a copy of such notice by first-class, postage prepaid mail, or in the event that the Bonds to be redeemed are registered in the name of the Depository, such notice may, in the alternative, be given by electronic means in accordance with the requirements of the Depository, not more than sixty nor less than thirty days prior to the redemption date to each Owner at his or her address as it last appears on the registration books kept by the Trustee, as registrar; but neither failure to give such notice nor any defect therein shall affect the redemption of any other Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the redemption date, and shall further state that on such redemption date there will become and be due and payable upon each Bond so to be redeemed, at the Trustee, the principal amount thereof, accrued interest to the redemption date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Trustee, the Trustee will pay the Bond or Bonds so called for redemption.

(b) Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Trustee on or before the redemption date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was delivered.

**Section 3.03 Redemption Payments.** On or prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. No further interest shall accrue on the principal of any such Bond called for redemption from and after the redemption date, provided sufficient funds are deposited with the Trustee and available on the redemption date.

**Section 3.04 Cancellation.** All Bonds which have been redeemed shall not be reissued but shall be canceled or destroyed by the Trustee in accordance with Section 2.09 hereof.

**Section 3.05 Partial Redemption of Bonds.** Upon surrender of any Bond for redemption in part only, the Authority shall execute, and the Trustee shall authenticate and deliver to the Owner thereof a new Bond or Bonds of the same date, maturity, series and interest rate, of authorized denomination or denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

## **ARTICLE IV REVENUES AND FUNDS**

### **Section 4.01 Sources of Payment of Bonds; Irrevocable.**

The Bonds are and shall be special and limited obligations of the Authority equally secured by an irrevocable pledge of, and payable as to principal, premium, if any, and interest thereon, from the Trust Estate, except to the extent otherwise provided herein, without priority for number, date of sale, date of execution or date of delivery, except as provided herein. The Owners of the Bonds may not look to any general or other fund of the Authority for the payment of principal of or interest thereon except the Trust Estate. Principal of, premium, if any, and interest on the Bonds shall not constitute an indebtedness, financial obligation or liability of the City or the State or any county, municipality or public body thereof other than the Authority, and neither the City, the State nor any political subdivision thereof other than the Authority shall be liable thereon, nor in any event shall the principal of, premium, if any, or interest on the Bonds be payable out of any funds or properties other than the Trust Estate. Further, the Bonds shall not constitute a debt, indebtedness, financial obligation or liability of the City within the meaning of any constitutional, statutory or charter debt limitation or provision.

The Authority hereby irrevocably pledges, but not necessarily exclusively, the Trust Estate to the payment of the Debt Service Requirements of the Bonds. This pledge shall be valid and binding from and after the date of the delivery of the Bonds. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by §11-57-208 of the Supplemental Act, the Bond Resolution and this Indenture. The revenues pledged for the payment of the Bonds, as received by or otherwise credited to the Authority, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Bonds and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the Authority except any Additional Bonds hereafter authorized and issued in accordance with the provisions of this Indenture. The lien of such pledge shall be valid, binding, and enforceable as against all persons or entities having claims of any kind in tort, contract, or otherwise against the Authority (except as herein otherwise provided) irrespective of whether such persons or entities have notice of such liens.

**Section 4.02 Creation of Funds.** There is hereby created by the Authority and ordered established with the Trustee the following funds and accounts:

- (a) the Broomfield Urban Renewal Authority Taxable Tax Increment Revenue Refunding Bonds, Series 2025, Revenue Fund (the “Revenue Fund”);
- (b) the Broomfield Urban Renewal Authority Taxable Tax Increment Revenue Refunding Bonds, Series 2025 Bond Fund (the “Bond Fund”), and within the Bond Fund, the “Interest Account” and the “Principal Account;”
- (c) the Broomfield Urban Renewal Authority Taxable Tax Increment Revenue Refunding Bonds, Series 2025, Reserve Fund (the “Reserve Fund”); and

(d) the Broomfield Urban Renewal Authority Taxable Tax Increment Revenue Refunding Bonds, Series 2025, Costs of Issuance Fund (the “2025 Costs of Issuance Fund”).

Moneys and investments in each of the funds shall be used only and exclusively as provided herein.

**Section 4.03 Custody of Funds.** The Revenue Fund, Bond Fund, Reserve Fund, and the Costs of Issuance Fund created under Section 4.02 of this Indenture shall be in the custody of the Trustee, but in the name of the Authority, and the Authority hereby authorizes and directs the Trustee to apply moneys and investments in such funds as set forth herein, which authorization and direction the Trustee hereby accepts. The 2005 Redemption Account shall be held by the Trustee and shall be applied to repay the Letter of Credit Bank for the Series 2005 Bonds upon prior redemption on the Redemption Date.

**Section 4.04 Revenue Fund.**

(a) On or prior to the last day of each month the Authority shall remit to the Trustee for deposit in the Revenue Fund all Pledged Revenues received by the Authority, until such time as no further deposits are required therein as set forth in subsection (c) below.

(b) Amounts deposited in the Revenue Fund shall be applied by the Trustee to the following purposes in the following order of priority in each Fiscal Year:

(i) All amounts deposited in the Revenue Fund during any Fiscal Year shall be transferred to the Interest Account until the total of the amounts on deposit in the Interest Account shall equal the portion of Debt Service Requirements for such Fiscal Year representing interest on the Series 2025 Bonds, on a *pari passu* basis with any transfers required to be made to any interest account securing Additional Bonds.

(ii) All amounts deposited in the Revenue Fund during any Fiscal Year remaining after the transfer required by subsection (b)(i) of this Section 4.04 has been made or provided for shall be transferred to the Principal Account until the amount on deposit in the Principal Account shall equal the portion of Debt Service Requirements for such Fiscal Year representing principal of the Series 2025 Bonds scheduled to mature or that are subject to mandatory sinking fund redemption in such Fiscal Year, subject to the provisions of Section 3.01(b) hereof, on a *pari passu* basis with any transfers required to be made to any principal account securing Additional Bonds.

(iii) All amounts deposited in the Revenue Fund during any Fiscal Year remaining after the transfers required by subsections (b)(i) and (b)(ii) of this Section 4.04 have been made or provided for shall be transferred to the Reserve Fund, to the extent that the amount on deposit in the Reserve Fund is less than the then-applicable Reserve Fund Requirement, on a *pari passu* basis with any transfers required to be made to any separate reserve fund securing Additional Bonds.



(c) After all amounts required to be deposited in the Bond Fund (and any bond fund securing Additional Bonds), and the Reserve Fund (and any reserve funds securing Additional Bonds) and any rebate funds created in connection with the issuance of Additional Bonds) have been made during any Fiscal Year as set forth above, or there is on deposit in the Revenue Fund sufficient money to make all remaining payments and transfers from the Revenue Fund as required by subsections (b)(i) through (b)(iii) of this Section 4.04 for the remainder of the then current Fiscal Year, the Authority shall no longer be required to remit Pledged Property Tax Increment Revenues to the Trustee and any excess amounts remaining on deposit with the Trustee in the Revenue Fund after all such required amounts are on deposit in such funds shall be transferred to the Authority for any lawful purpose of the Authority. The Authority may also direct the Trustee in writing to apply any such excess amounts to the payment of Subordinate Obligations. If during any Fiscal Year the Authority has deposited all required Pledged Property Tax Increment Revenues to the Revenue Fund and is no longer making deposits to the Revenue Fund, and thereafter it is determined by the Trustee that further expenditures are required pursuant to the provisions of this Article IV, the Trustee shall notify the Authority in writing and the Authority shall resume transferring Pledged Property Tax Increment Revenues to the Trustee for deposit to the Revenue Fund.

#### **Section 4.05 Bond Fund.**

(a) There shall be deposited in the Interest Account (a) all required transfers from the Revenue Fund as specified in Section 4.04 hereof, (b) all required transfers from the Reserve Fund to pay interest on the Bonds secured thereby as specified in Section 4.06 hereof and any reserve fund created in connection with the issuance of any Additional Bonds, and (c) all other moneys held or received by the Trustee under and pursuant to any of the provisions of this Indenture which are required or which are accompanied by directions not inconsistent with the provisions of this Section 4.05 that such moneys are to be deposited in the Interest Account. Amounts on deposit in the Interest Account shall be used solely to pay the interest on the Bonds as and when the same becomes due. Notwithstanding the foregoing or any other provision of this Indenture, amounts on deposit in the Interest Account from transfers from the Reserve Fund (to the extent that the Reserve Fund does not secure the payment of any Additional Bonds) shall be applied solely to pay the interest on the Series 2025 Bonds.

(b) There shall be deposited in the Principal Account (a) all required transfers from the Revenue Fund as specified in Section 4.04 hereof, (b) all required transfers from the Reserve Fund to pay principal on the Bonds secured thereby as specified in Section 4.06 hereof and any reserve fund created in connection with the issuance of any Additional Bonds, and (c) all other moneys held or received by the Trustee under and pursuant to any of the provisions of this Indenture which are required or which are accompanied by directions not inconsistent with the provisions of this Section 4.05 that such moneys are to be deposited in the Principal Account. Amounts on deposit in the Principal Account shall be used solely to pay the principal of and premium, if any, on the Bonds as and when the same becomes due at maturity or prior redemption thereof pursuant to the terms of Article III hereof. Notwithstanding the foregoing or any other provision of this Indenture, amounts on deposit in the Principal Account from transfers from the Reserve Fund (to the extent that the Reserve Fund does not secure the payment of any Additional Bonds) shall be applied solely to pay the principal on the Series 2025 Bonds.

**Section 4.06 Reserve Fund.** Upon the issuance of the Series 2025 Bonds, there shall be deposited in the Reserve Fund proceeds of the Bonds or other available moneys of the Authority in the amount of the Reserve Fund Requirement (\$\_\_\_\_\_), and upon the issuance of any Additional Bonds there shall be deposited in the Reserve Fund any amounts required by a resolution or indenture authorizing the issuance of Additional Bonds if such Additional Bonds are secured by the Reserve Fund. In the event that, five (5) Business Days prior to any Interest Payment Date, the amount on deposit in the Principal Account shall be less than the principal of the Bonds secured by the Reserve Fund maturing or subject to mandatory sinking fund redemption on such Interest Payment Date or the amount on deposit in the Interest Account shall be less than the interest on the Bonds secured by the Reserve Fund coming due on such Interest Payment Date, an amount equal to such deficiency shall be transferred from the Reserve Fund to the Principal Account or Interest Account, as the case may be, and applied to the payment of such interest or principal on the Bonds secured by the Reserve Fund. The money so used shall be replaced to the Reserve Fund from moneys deposited in the Revenue Fund after the deposits required by Sections 4.04(b)(i) and (b)(ii) hereof have been made, and, if necessary, from any moneys received from the City pursuant to the City's Replenishment Resolution. Amounts on deposit in the Reserve Fund may also be used to make the final debt service payments due on the Series 2025 Bonds and any Additional Bonds secured by the Reserve Fund or for the purpose of refunding or defeasing Bonds secured by the Reserve Fund or discharging this Indenture in accordance with Article VII by paying or providing for the payment of such Bonds.

If at any time the Reserve Fund is not funded at an amount equal to the Reserve Fund Requirement, and to the extent any such deficiency is not replenished from Pledged Revenues as set forth above or from another source, the Trustee shall provide written notice to the Executive Director of the Authority and the City Manager setting forth the amount of any such deficiency and requesting that the City replenish the Reserve Fund pursuant to and as provided in the City and County Reimbursement Agreement. Any such written notice shall include instructions for making the payment to the Trustee. The City and County Reimbursement Agreement provides that within 90 days after the City and County's receipt of a written notice from the Trustee of a draw or a deficiency in the Reserve Fund, to the extent that such draw or deficiency has not been replenished by another source, the City and County shall replenish the Reserve Fund to the Reserve Fund Requirement from legally available funds of the City and County, subject to appropriation by the City Council in its sole discretion. Any such City and County payment shall be deposited in the Reserve Fund in immediately available funds pursuant to the instructions set forth in the Written Notice. In the event that the Trustee receives money from the City and County in excess of the amount necessary to restore the Reserve Fund to the Reserve Fund Requirement, any such excess shall be returned to the City and County. While the City Council has agreed in the City and County Reimbursement Agreement to consider appropriating money to replenish deficiencies in the Reserve Fund, the City Council may in its sole discretion determine whether to make such an appropriation and is never required to do so. The City and County Reimbursement Agreement shall not create or constitute a debt, liability or multiple fiscal year financial obligation of the City and County. Failure by the City Council to appropriate moneys to replenish the Reserve Fund pursuant to the City and County Reimbursement Agreement shall never constitute an Event of Default under this Indenture. Any City and County replenishment of the Reserve Fund shall constitute a loan by the City and County to the Authority which shall be payable from Pledged Revenues on a basis that is subordinate to the repayment of the Bonds in accordance with the City and County Cooperation Agreement.

The Trustee shall determine the balance on deposit in the Reserve Fund as of December 31 of each year and upon any principal payment of the Series 2025 Bonds and any Additional Bonds that are secured by the Reserve Fund, whether at stated maturity or upon optional or mandatory redemption, and upon the defeasance of all or a portion of the Series 2025 Bonds and any Additional Bonds that are secured by the Reserve Fund. The Trustee shall also immediately determine the balance on deposit in the Reserve Fund upon any withdrawal from the Reserve Fund. Nothing herein shall prevent the Trustee from making more frequent determinations of valuation. In the event that the amount on deposit in the Reserve Fund is at any time more than the Reserve Fund Requirement, the Trustee shall transfer such excess moneys to the Bond Fund to be used to pay the Debt Service Requirements on the Bonds and any Additional Bonds secured by the Reserve Fund.

Nothing in this Indenture shall be construed as limiting the right of the Authority to substitute for the cash deposit required to be maintained in the Reserve Fund a letter of credit, surety bond, insurance policy, agreement guaranteeing payment or other undertaking by a financial institution to ensure that cash in the amount otherwise required to be maintained in the Reserve Fund will be available to the Authority as needed. Any such credit instrument shall be deposited with the Trustee, who shall ascertain the necessity for a claim against or draw upon the credit instrument and provide notice to the issuer of such credit instrument in accordance with its terms prior to the Interest Payment Date. If a letter of credit is substituted for the cash deposit required to be maintained hereunder, the Trustee shall draw upon such letter of credit prior to its expiration or termination unless an alternate credit instrument conforming with the provisions hereof has been substituted therefor or the amount otherwise required to be maintained hereunder is on deposit in the Reserve Fund.

**Section 4.07 Costs of Issuance Fund.** There shall be deposited in the Costs of Issuance Fund proceeds of the sale of the Series 2025 Bonds or other available moneys in the amount set forth in Section 2.03 of this Indenture. Moneys held in the Costs of Issuance Fund shall be used to pay Costs of Issuance related to the Series 2025 Bonds as directed in writing by the Authority Representative. Any amounts held in the Costs of Issuance Fund that are not required to pay such Costs of Issuance shall, at the written direction of the Authority Representative, be transferred to the Interest Account of the Bond Fund. The Costs of Issuance Fund is not a Trust Fund and shall not secure the payment of the Bonds.

**Section 4.08 Nonpresentment of Bonds.** In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Owner thereof, all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for a period of two (2) years subsequent to the final maturity date of the Bond, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on the part of such Owner under this Indenture or on, or with respect to, such Bond. Subsequent to the aforementioned period the Trustee shall pay to the Authority such funds held by the Trustee and the Owner of such Bond shall thereafter be restricted exclusively to seeking payment from the Authority which shall not be required to place such moneys in any trust fund or other special fund or account for the benefit of the Owner of such Bond.

**Section 4.09    Moneys to be Held in Trust.** All moneys required to be deposited with or paid to the Trustee for deposit in any fund or account created under Section 4.02 hereof shall be held by the Trustee in trust and (except for moneys deposited in the Costs of Issuance Fund or in any defeasance escrow account) shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

**Section 4.10    Excesses in Trust Funds.** Any amounts remaining in any Trust Fund after payment in full of the principal of, premium, if any, and interest on the Bonds, the reasonable fees, charges and expenses of the Trustee and all other amounts required to be paid hereunder, shall be paid to the Authority to be used for any lawful purpose of the Authority.

**Section 4.11    Budget and Appropriation of Sums.** The sums required to make the payments specified in this Article IV are hereby appropriated for said purposes and said amount for each year shall be included in the bi-annual budget and the appropriations resolution or measures to be adopted or passed by the Board in each year while any of the Bonds, as to either principal or interest, are Outstanding and unpaid. No provisions of any constitution, charter, statute, ordinance, resolution, or other order or measure enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the Authority to keep and perform the covenants contained in this Indenture so long as any of the Bonds remain Outstanding and unpaid.

## **ARTICLE V COVENANTS**

**Section 5.01 Payment of Bonds.** The Authority covenants that it shall promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and interest on the Bonds shall be payable solely from the Trust Estate and shall not constitute an indebtedness, financial obligation or liability of the City and County, the State or any political subdivision thereof other than the Authority, and neither the City and County, the State nor any political subdivision thereof other than the Authority shall be liable thereon. Further, the Bonds shall not constitute a debt, indebtedness, financial obligation or liability of the City and County within the meaning of any constitutional, statutory or charter debt limitation or provision applicable to the City and County. Neither the members, officials, staff, attorneys or consultants of the Authority, or the City and County, nor any Persons executing the Bonds, shall be liable personally on the Bonds or subject to any personal liability or accountability by reason of the issuance thereof.

**Section 5.02 Performance of Covenants; Authority.** The Authority shall faithfully perform at all times any and all covenants, requirements, undertakings, stipulations and provisions set forth in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Authority is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act and the Supplemental Act, to issue the Series 2025 Bonds authorized hereby and to execute this Indenture, the City and County Reimbursement Agreement and the City and County Cooperation Agreement and to pledge the receipts and amounts hereby pledged in the manner and to the extent set forth herein. All action taken by the Authority in connection with the issuance of the Series 2025 Bonds and the execution and delivery of this Indenture, has been duly and effectively taken, and the Series 2025 Bonds in the hands of the Owners thereof are and shall be valid and enforceable obligations of the Authority according to the terms thereof and of this Indenture.

**Section 5.03 Instrument of Further Assurances.** The Authority shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Authority, except as specifically provided herein, shall not encumber or otherwise dispose of all or any part of the Trust Estate.

**Section 5.04 Inspection of Records.** All books and records in the possession of the Authority relating to the Project, the Plan, the Pledged Revenues and the Trust Estate shall at all reasonable times be open to inspection by such accountants or other agents as the Trustee may from time to time designate, provided, however, that the Trustee shall have no duty or obligation to inspect or cause such inspection.

**Section 5.05 List of Owners.** The Trustee shall keep the registration books of the Authority, together with the principal amounts and numbers of each series of Bonds. At reasonable times and under reasonable regulations established by the Trustee, the registration books of a series

of Bonds may be inspected and copied by the Authority or by Owners (or a designated representative thereof) of twenty-five percent (25%) or more in principal amount of such series of Bonds then Outstanding, such possession or ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

**Section 5.06 Amendment to Plan, Compliance with the City and County Reimbursement Agreement and City and County Cooperation Agreement.** The Plan may be amended by the City and County, but the Authority shall not request that an amendment be made and shall contest or cause to be contested any amendment proposed by the City and County that would (a) result in a failure of the Plan, as so amended, to comply with the requirements of this Indenture, (b) result in an Event of Default by the Authority under this Indenture, or (c) adversely and materially affect the security for the Bonds.

The Authority covenants and agrees that the Authority shall comply with the Act and the terms and provisions of the City and County Reimbursement Agreement and City and County Cooperation Agreement from time to time in effect.

**Section 5.07 Use of Proceeds.** The Authority covenants and agrees that the proceeds of the sale of the Bonds will be deposited and used as provided in this Indenture and the Series 2005 Redemption Account established in the Series 2005 Indenture.

**Section 5.08 Books and Accounts; Financial Statements.** The Authority covenants and agrees that it shall at all times keep, or cause to be kept, proper and current books and accounts (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Pledged Revenues, and all funds and accounts relating to the Refunding Project, and shall prepare within one hundred eighty days (six months) after the close of each Fiscal Year a complete financial statement or statements for such year in reasonable detail covering the Refunding Project, the Pledged Revenues, and all other funds or accounts relating to the Refunding Project, certified by a certified public accountant or firm of certified public accountants selected by the Authority, and shall furnish a copy of such statement or statements to any Owner upon written request therefor and to the Trustee.

**Section 5.09 Protection of Security and Rights of Owners.**

(a) To the extent permitted by law, the Authority covenants and agrees to preserve and protect the security of the Bonds and the rights of the Owners and to defend their rights under all claims and demands of all Persons. Without limiting the generality of the foregoing, the Authority covenants and agrees to contest or cause to be contested by litigation, court action or otherwise, to the extent permitted by law, (a) any action or claim made in any action or proceeding to which the Authority is a party or in which the subject of such action or claim is that the Pledged Revenues or Trust Funds pledged hereunder cannot be paid to or by the Authority for the Debt Service Requirements on the Bonds, or any other action or claim affecting the validity of the Bonds or materially diluting or materially adversely affecting the security therefor,.

(b) The Authority covenants and agrees to knowingly take no action which would result in the Pledged Revenues being withheld from the Trustee.

(c) The Authority shall make a good faith effort to determine that the County Assessor has correctly allocated new construction to the reassessment of property within the Plan Area.

**Section 5.10 Maintenance of Existence.** To the extent permitted by law, the Authority covenants and agrees to take no action to terminate its existence except in compliance with Section 31-25-115(2) of the Act, which requires that adequate arrangements be made for the payment of outstanding obligations.

**Section 5.11 Representations and Warranties of the Authority.** The Authority hereby represents, covenants and warrants that:

(a) The Authority is a body corporate and politic of the State duly organized under the Act, and has the power to issue the Series 2025 Bonds and to enter into this Indenture, and has taken all actions to date required to authorize the issuance of the Series 2025 Bonds and to execute this Indenture.

(b) The grant of the Trust Estate to the Trustee pursuant to this Indenture is in the best interests of the Authority.

(c) The Refunding Project is advantageous to the Authority.

(d) The issuance of the Series 2025 Bonds and the execution, delivery and performance of this Indenture by the Authority has been duly authorized by the Authority.

(e) This Indenture constitutes a valid and binding obligation of the Authority, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

(f) The issuance of the Series 2025 Bonds and the execution and delivery of this Indenture and the consummation of the transactions contemplated by the Series 2025 Bonds and this Indenture will not (i) conflict with or contravene any law, order, rule or regulation applicable to the Authority or to its governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Authority is a party or by which it may be bound or affected, or (iii) permit any party to terminate any agreement or instrument or to accelerate the maturity of any indebtedness or other obligation of the Authority.

(g) The Authority knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Authority or its officials with respect to the issuance of the Series 2025 Bonds, or affecting the right of the Authority to execute, deliver or perform its obligations under this Indenture.

(h) The Pledged Revenues are not subject to any prior pledge or encumbrance, and the Authority will not pledge or encumber the Pledged Revenues so long as any of the Bonds remain Outstanding except as permitted pursuant to this Indenture.

**Section 5.12 Compliance with Continuing Disclosure Certificate.** The Authority covenants and agrees to comply with the provisions of the Continuing Disclosure Certificate. Any failure by the Authority to perform in accordance with this Section shall not constitute an Event of Default under this Indenture, and the rights and remedies provided by this Indenture upon the occurrence of an Event of Default shall not apply to any such failure. The Trustee shall not have any power or duty to enforce this Section. No Owner of a Bond shall be entitled to damages for the Authority's non-compliance with its obligations under this Section.

## **ARTICLE VI DEFAULT AND LIMITATIONS OF LIABILITY**

**Section 6.01 Events of Default.** If any of the following events occur, it is hereby declared to constitute an "Event of Default":

- (a) Default in the due and punctual payment of interest on any Bond;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof;
- (c) A material default in the performance or observance of any other of the covenants, requirements, agreements or conditions on the part of the Authority set forth in this Indenture (except for the covenant in Section 5.13 hereof) or in the Bonds and failure to remedy the same after notice thereof pursuant to Section 6.11 hereof; or
- (d) The Authority shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition seeking reorganization of the Authority under the federal bankruptcy laws or any other applicable law of the United States of America, which petition, if filed without the consent of the Authority, shall be determined by the court to be meritorious, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority, or of the whole or ten percent (10%) or more of its property.

### **Section 6.02 Remedies; Rights of Owners.**

- (a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds; provided that acceleration shall not be a remedy available to enforce such payment.
- (b) If an Event of Default shall have occurred and be continuing and if requested to do so by the Owners of twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds and provided that indemnification is furnished as set forth in Section 9.02(m) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers



conferred by this Section 8.02, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners.

(c) No remedy conferred upon or reserved to the Trustee (or to the Owners) by the terms of this Indenture is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity.

(d) No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

(e) No waiver of an Event of Default hereunder, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

**Section 6.03 Right of Owners to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Outstanding Bonds shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

**Section 6.04 Appointment of Receivers.** Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending a determination of such proceedings, with such powers as the court making such appointment shall confer.

**Section 6.05 Waiver.** Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

**Section 6.06 Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the reasonable costs and expenses of the proceedings resulting in the collection of such moneys, including without limitation the reasonable fees and expenses of attorneys and advisors, and of the fees, expenses and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

FIRST, to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

SECOND, to the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), with interest on such Bonds from the respective dates upon which they became due (with interest on overdue installments of interest, to the extent permitted by law, at the rate of interest borne by the respective Bond) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the Persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the Persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section 8.06, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this Section 6.06 and all reasonable expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be disbursed as provided in Section 4.09 hereof.

**Section 6.07 Remedies Vested in Trustee.** All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Owner of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the Outstanding Bonds.

**Section 6.08 Rights and Remedies of Owners.** No Owner shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless, (a) a Default has occurred of which the Trustee has been notified as provided in Section 7.02(h) hereof, or of which by said subsection it is deemed to have notice, unless such Default shall have become an Event of Default and the Owners of twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, they have offered to the Trustee indemnity as provided in Section 7.02(m) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided herein and for the equal and ratable benefit of the Owners of all Outstanding Bonds. However, nothing set forth in this Indenture shall affect or impair the right of any Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Authority to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Owners at the time, place, from the source and in the manner expressed in the Bonds.

**Section 6.09 Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Authority, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 6.10 Waivers of Events of Default.** The Trustee may, with the consent of the Owners of a majority in aggregate principal amount of Bonds then Outstanding, waive any Event of Default hereunder and its consequences, and notwithstanding anything else to the contrary contained in this Indenture, shall do so upon the written request of the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding; provided, however, that there shall not be waived any Event of Default in the payment of the principal of or interest on any Outstanding Bonds unless prior to such waiver or rescission, all arrears of principal and interest, both, to the extent permitted by law, with interest at the rate of interest borne by the respective Bond on overdue installments, and all reasonable expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver or rescission, then and in every such case the Authority, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Default or impair any right consequent thereon.

**Section 6.11 Notice of Defaults Under Section 6.01(c); Opportunity to Cure.** Anything herein to the contrary notwithstanding, including but not limited to Section 6.05 of this Indenture, no Default under Section 6.01(c) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Authority by the Trustee or by the Owners of not less, than twenty-five percent (25%) in aggregate principal amount of all Outstanding Bonds and the Authority shall have had 30 days after receipt of such notice to correct said Default or cause said Default to be corrected, and shall not have corrected said Default or caused said Default to be corrected within the applicable period; provided, however, if said Default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within the applicable period and diligently pursued until the Default is corrected.

## **ARTICLE VII THE TRUSTEE**

**Section 7.01 Representation and Warranties of the Trustee.** The Trustee hereby represents, covenants and warrants that:

(a) The Trustee is a national banking association that is duly organized, validly existing and in good standing under the laws of the United States of America and is duly qualified to do business in the State, to accept the grant of the Trust Estate from the Authority hereunder and to execute, deliver and perform its obligations under this Indenture.

(b) The execution, delivery and performance of this Indenture by the Trustee has been duly authorized by the Trustee.

(c) This Indenture is enforceable against the Trustee in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) To the Trustee's knowledge, the execution, delivery and performance of the terms of this Indenture by the Trustee does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitute a default under any of the foregoing or result in the creation or, except as specifically provided in this Indenture, imposition of a lien or encumbrance whatsoever upon the Trust Estate or any of the property or assets of the Trustee.

(e) To the Trustee's knowledge, there is no litigation or proceeding pending or threatened in writing against the Trustee affecting the right of the Trustee to execute, deliver or perform its obligations under this Indenture.

**Section 7.02 Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in the exercise of such rights and powers as an ordinary prudent person would exercise or use under an indenture similar to this Indenture.

(b) The Trustee may exercise any powers under this Indenture and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to the advice of counsel concerning all matters involving the Trustee's duties hereunder. The Trustee may act upon the opinion or advice of any attorney engaged by the Trustee in the exercise of reasonable care without liability for any loss or damage resulting from any action or omission taken in good faith reliance upon that opinion or advice. The Trustee shall not be liable for any loss or damage resulting from any action or omission taken by its agents, officers and employees to whom discretion or authority hereunder has been delegated by the Trustee, provided the Trustee was not negligent in its selection of or delegation to the agent, officer or employee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by the Authority of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Authority, except as set forth in subsection 9.02(h) of this Indenture; but the Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the Authority hereunder.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the Owner of Bonds secured hereby and may otherwise deal with the Authority with the same rights which it would have if it were not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Authority Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a Default of which the Trustee has been notified as provided in Section 7.02(h) hereof, or of which by Section 7.02(h) hereof it shall be deemed to have notice, may also accept a similar certificate to the effect that any particular dealing, transaction or action under this Indenture is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of such officials of the Authority who executed the Bonds (or their successors in office) under the seal of the Authority to the effect that a resolution in the form therein set forth has been adopted by the Authority as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct, including without limitation a breach of fiduciary duty or gross negligence, or failure to comply with applicable law.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Default hereunder (except failure by the Authority to file with the Trustee any document required by Section 5.04 of this Indenture) unless the Trustee shall be specifically notified in writing of such Default by the Authority or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds, and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the Principal Corporate Trust Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Default except as aforesaid.

(i) All moneys received by the Trustee shall, until used or applied or invested as provided herein, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law.

(j) At any and all reasonable times and upon reasonable notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to fully to inspect any and all of the books and records of the Authority pertaining to the Pledged Revenues and the Bonds.

(k) The Trustee shall not be required to give any note or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything elsewhere in this Indenture with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(m) Before taking the action referred to in Sections 6.02 or 6.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished by or on behalf of the Owners for the reimbursement of all expenses to which it may be caused to incur and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence, default or non-conformity with applicable law in connection with any such action.

(n) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers hereunder, if it shall have reasonable grounds for believing repayment of such funds or adequate indemnity against such risk is not reasonably assured to it.

**Section 7.03 Fees, Charges and Expenses of the Trustee.** The Trustee shall be entitled to payment and reimbursement for all reasonable fees and expenses as set forth in accordance with its agreement with the Authority, which, notwithstanding any other provision hereof, may be amended at any time by agreement of the Authority and the Trustee without the consent of or notice to the Owners.

**Section 7.04 Notice to Owners if Default Occurs.** If a Default occurs of which the Trustee is by Section 7.02(h) hereof required to take notice or if notice of Default be given as provided herein, then the Trustee shall promptly give notice thereof by registered or certified mail to the Owner of each Bond required by the terms of Section 5.06 hereof to be kept at the Principal Corporate Trust Office of the Trustee.

**Section 7.05 Intervention by Trustee.** In any judicial proceeding to which the Authority is a party and which in the reasonable opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners of the Bonds, the Trustee may intervene on behalf of Owners and, upon receipt of indemnification or security satisfactory to the Trustee, shall do so if requested in writing by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of Outstanding Bonds.

**Section 7.06 Successor Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges, duties, obligations, responsibilities and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**Section 7.07 Resignation by Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days written notice thereof by registered or certified mail (a) to the Authority and (b) to the Owner of each Bond as shown by the list of Owners required by Section 5.06 hereof to be kept by the Trustee, and such resignation shall not take effect until the appointment of a successor Trustee by the Owners or by the Authority. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within

30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

**Section 7.08 Removal of Trustee.** The Trustee may be removed at any time by resolution of the Board or by an instrument or concurrent instruments in writing delivered to the Trustee and to the Authority and signed by the Owners of a majority in aggregate principal amount of Outstanding Bonds. No removal of the Trustee shall be effective until the appointment of a successor Trustee by the Authority or by the Owners, as the case may be. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after receipt by the Trustee of an instrument of removal of the Trustee, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

**Section 7.09 Appointment of Successor Trustee.** In case the Trustee shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Authority or by the Owners of a majority in aggregate principal amount of Outstanding Bonds by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Authority. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing having a reported capital and surplus of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trust upon customary terms.

**Section 7.10 Acceptance by Any Successor Trustee.** Every successor Trustee appointed shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, obligations and responsibilities of its predecessor; but such predecessor shall, nevertheless, on the written request of the Authority Representative, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys, documents and records held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded, if any.



**ARTICLE VIII**  
**AMENDMENT OF OR SUPPLEMENT TO THE INDENTURE**

**Section 8.01 Supplemental Indentures Not Requiring Consent of Owners.**

The Authority and the Trustee may, without consent of or notice to any of the Owners, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes so long as such action does not materially adversely affect the rights of the Owners hereunder:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners or the Trustee, or to impose any additional covenants, duties or responsibilities upon the Trustee for the benefit of the Owners or the Authority;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;
- (e) to provide for the issuance of Additional Bonds pursuant to and subject to the provisions of Section 2.12 hereof;
- (f) to evidence the succession of a new Trustee hereunder; or
- (g) to make any other amendment to the terms and provisions of this Indenture that is not materially adverse to the interests of the Owners of the Bonds.

**Section 8.02 Supplemental Indentures Requiring Consent of Owners.**

Exclusive of supplemental indentures permitted by Section 8.01 hereof and subject to the terms and provisions set forth in this Section 8.02, and not otherwise, the Owners of a majority in aggregate principal amount of the Outstanding Bonds shall have the right, from time to time, anything set forth in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions set forth in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section or in Section 8.01 hereof set forth shall permit, or be construed as permitting, without the consent of the Owners of all Bonds Outstanding who are materially adversely affected thereby, (a) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds,

or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures, or (e) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (f) the deprivation of the Owner of any Outstanding Bond of the lien hereby created on the Trust Estate.

If at any time the Authority shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to reasonable actual expenses, cause notice of the proposed execution of such supplemental indenture to be given by registered or certified mail to the Owner of each Bond. Such notices shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Corporate Trust Office of the Trustee for inspection by all Owners. If, within 60 days or such longer period as shall be prescribed by the Authority following such notices, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding or of all Bonds Outstanding who are materially adversely affected thereby, as the case may be, at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as provided herein, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 8.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

## **ARTICLE IX**

### **DISCHARGE OF LIEN AND DEFEASANCE OF BONDS**

#### **Section 9.01 Discharge of Lien and Defeasance of Bonds.**

(a) If the Authority shall pay or cause to be paid, or there shall otherwise be paid or provision for payment made, to the Owners of the Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Authority shall pay or cause to be paid to the Trustee all sums of money due or to become due to the Trustee, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Authority such instruments in writing as shall be required to release the lien of this Indenture, and reconvey, release, assign and deliver unto the Authority any and all of the estate, right, title and interest in and to any and all rights or property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except cash and securities held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) Any Bond shall be deemed to be paid within the meaning of this Article VII and for all purposes of this Indenture when payment of the principal of such Bond plus interest thereon to the due date thereof either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing in trust and irrevocably setting aside exclusively for such payment (A) moneys sufficient to make such

payment, (B) Federal Securities (which shall not contain provisions permitting the redemption thereof at the option of the issuer) maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such cash and Federal Securities. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys and Federal Securities.

(c) In the event that any Bond is deemed to have been paid and defeased in accordance with (ii) of the preceding paragraph, then in connection therewith, the Authority shall cause to be delivered to the Trustee a verification report of an independent nationally recognized certified public accountant.

(d) The release of the obligations of the Authority under this Section shall be without prejudice to the right of the Trustee to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

## **ARTICLE X MISCELLANEOUS**

**Section 10.01 Consent of Owners.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent documents and may be executed by such Owners in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such agent or of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him or her the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Authority maintained by the Trustee pursuant to Section 5.06 hereof.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such Person shall be deemed to continue to be the Owner of such Bond until the Trustee shall have received notice in writing to the contrary.

**Section 10.02 Limitation of Rights.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person or company other than the parties hereto, and the Owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as provided herein.

**Section 10.03 No Recourse Against Officers and Agents.** Pursuant to § 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such Board member, officer, or agent for payment of the principal or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bonds specifically waives any such recourse.

**Section 10.04 Limitation of Actions.** Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the Board in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of the Bonds.

**Section 10.05 Severability.** If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 10.06 Notices.** Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows: if to the Authority, to Broomfield Urban Renewal Authority, One DesCombes Drive, Broomfield, Colorado 80020 Attention: Executive Director; if to the Trustee, to UMB Bank, n.a., 1670 Broadway, Denver, Colorado 80202, Attention: Corporate Trust Department. A duplicate copy of each notice required to be given hereunder by the Trustee or the Authority shall also be given to counsel designated by the Authority. The Authority and the Trustee may designate by written notice given by each to the others any further or different means by which communication may be given and any further or different addresses to which subsequent notices, certificates or other communications shall be sent when required as contemplated by this Indenture.

**Section 10.07 Payment Due on Non-Business Days.** In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of the Trustee's Principal Corporate Trust Office a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity, the interest payment date, or the date fixed for redemption, and no interest shall accrue for the period from and after such date.

**Section 10.08 Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.09 Provisions of Law.** This Indenture shall be governed by and construed in accordance with the laws of the State.

**Section 10.10 Electronic Signatures and Electronic Transactions.** In the event that any individual who is authorized to execute this Indenture on behalf of the Authority or the Trustee is not able to be physically present to manually sign this Indenture, such individual is hereby authorized to execute this Indenture electronically via facsimile or email signature. The authorization to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Indenture shall carry the full legal force and effect of any original, handwritten signature.

The transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such

original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 10.11 Rules of Interpretation.**

(a) In this Indenture, unless the context otherwise requires:

(i) the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Indenture as a whole and not to any particular article, section or subdivision hereof; and the term “heretofore” means before the date of execution of this Indenture, the term “now” means at the date of execution of this Indenture, and the term “hereafter” means after the date of execution of this Indenture;

(ii) words of the masculine gender include correlative words of the feminine and neuter genders and words importing the singular number include the plural number and vice versa; and

(b) Nothing expressed or implied in this Indenture is intended or shall be construed to confer upon or to give any Person, other than the Authority, the Trustee and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, agreement, condition or stipulation hereof.

**Section 10.12 Captions.** The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Indenture.

IN WITNESS WHEREOF, the Authority has caused this Indenture to be signed in its name and on its behalf by the Chair of its Board of Commissioners, and its seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and on its behalf by one of its duly authorized signatories.

BROOMFIELD URBAN RENEWAL AUTHORITY

[SEAL]

By \_\_\_\_\_  
Chairperson

ATTEST:

By \_\_\_\_\_  
Secretary

UMB BANK, N.A.,  
as Trustee

By \_\_\_\_\_  
Title: Vice President

**EXHIBIT A**  
**FORM OF BOND**

---

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Registrar for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

---

**UNITED STATES OF AMERICA**  
**STATE OF COLORADO**  
**BROOMFIELD URBAN RENEWAL AUTHORITY**  
**TAXABLE TAX INCREMENT REVENUE REFUNDING BONDS**  
**(BROOMFIELD EVENT CENTER PROJECT)**  
**SERIES 2025**

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Original Dated Date</u> | <u>CUSIP</u> |
|----------------------|----------------------|----------------------------|--------------|
|                      | December 1, 20__     | [closing date], 2021       |              |

REGISTERED OWNER: CEDE & CO

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

THIS CERTIFIES THAT, for value received, Broomfield Urban Renewal Authority (the “Authority”) promises to pay to the registered owner specified above or registered assigns, but solely from the sources and in the manner referred to herein, the principal amount specified above on the aforesaid Maturity Date at the principal corporate trust office of the below-defined Trustee in Denver, Colorado, unless this bond (this “Series 2025 Bond”) is called for earlier redemption, and to pay from those sources interest thereon at the rates per annum determined as described herein. The Series 2025 Bonds and any other bonds issued by the Authority pursuant to and in accordance with the Indenture of Trust dated as of [closing date], 2025 (the “Indenture”) between the Authority and UMB Bank, n.a., as trustee (the “Trustee”) are referred to herein as the “Bonds.” Interest on this Series 2021 Bond is payable on June 1 and December 1, beginning [\_\_\_\_], 2025, by check, draft or wire of the Trustee to be sent on or before each interest payment date (or, if such payment date is not a Business Day, on or before the next succeeding Business Day) to the person



in whose name this Series 2025 Bond is registered in the registration records of the Trustee, and at the address appearing thereon, at the close of business on the fifteenth day of the calendar month (whether or not a business day) immediately preceding the month in which such payment date occurs (the “Record Date”). Any such interest not timely paid shall cease to be payable to the person who is the Owner hereof at the close of business on the Record Date and shall be payable to the person who is the Owner hereof at the close of business on a Special Record Date, as provided in the Indenture, for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee pursuant to the terms of the Indenture. Alternative means of payment of interest may be used if mutually agreed to in writing between the Owner of any Series 2021 Bond and the Trustee, as provided in the Indenture. Capitalized terms used but not defined herein have the meanings assigned to them in the Indenture.

This Series 2025 Bond bears interest, matures, is payable, is subject to redemption, and is transferable as provided in the Indenture.

This Series 2025 Bond is one of an authorized issue of bonds designated the “Broomfield Urban Renewal Authority Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025,” limited, except as provided with respect to Additional Bonds, in aggregate principal amount to \$[par], issued by the Authority for the purpose of providing funds to finance the costs of the Refunding Project (as defined in the Indenture), in accordance with the Colorado Urban Renewal Law, constituting part 1 of article 25 of title 31, Colorado Revised Statutes (the “Act”), as from time to time amended and supplemented. The Series 2025 Bonds are issued under the authority of the Act in connection with urban renewal projects, activities or operations of the Authority under the Act. The Series 2025 Bonds are also issued under pursuant to the Supplemental Public Securities Act, constituting part 2 of article 57 of title 11, Colorado Revised Statutes (the “Supplemental Act”), as from time to time amended and supplemented and under the authority of, and in full conformity with, the Constitution and the laws of the State of Colorado. Pursuant to Section 11-57-210 of the Supplemental Act, this recital that the Series 2021 Bonds are issued pursuant to the Supplemental Act shall be conclusive evidence of the validity and regularity of the issuance of the Series 2021 Bonds after their delivery for value. The Series 2025 Bonds are also issued pursuant to the provisions of Article 56 of Title 11, C.R.S. (the “Refunding Act”), as from time to time amended and supplemented. Section 11-56-107 of the Refunding Act provides that such recital conclusively imparts full compliance with all of the provisions and limitations of the Refunding Act, and all refunding bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

The Series 2025 Bonds are and shall be special obligations of the Authority equally secured by an irrevocable pledge of, and payable as to principal, premium, if any, and interest from, the Trust Estate, except to the extent otherwise provided therein, without priority for number, date of sale, date of execution or date of delivery, except as provided in the Indenture. The Owners of the Series 2025 Bonds may not look to any general or other fund of the Authority for the payment of the principal of or interest thereon except the Trust Estate. Principal of, premium, if any, and interest on the Series 2025 Bonds shall not constitute an indebtedness, financial obligation or liability of the City, the State or any political subdivision thereof other than the Authority, and neither the City, the State nor any political subdivision other than the Authority thereof shall be liable thereon, nor in any event shall the principal of, premium, if any, or interest on the Series 2025 Bonds be payable out of any funds or properties other than the Trust Estate. Further, the

Series 2025 Bonds shall not constitute a debt, indebtedness, financial obligation or liability within the meaning of any constitutional, statutory or charter debt limitation or provision applicable to the City. Neither the members, officials, staff, attorneys or consultants of the authority, or the City, nor any persons executing the Series 2025 Bonds, shall be personally liable on the Series 2025 Bonds or subject to any personal liability or accountability by reason of the issuance thereof.

The Series 2025 Bonds constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Trust Estate, which includes but is not limited to the Pledged Revenues.

Reference is hereby made to the Indenture, and to any and all modifications and amendments thereof, for a description of the provisions, terms and conditions upon which the Series 2025 Bonds of this issue are issued and secured, including, without limitation, the nature and extent of the security for the Bonds, the conditions for issuing Additional Bonds that are on a parity with the Series 2025 Bonds, provisions with respect to the custody and application of the proceeds of the Series 2025 Bonds, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of, interest on and any premium due in connection with the redemption of the Series 2025 Bonds, the terms and conditions on which the Series 2025 Bonds are issued, a description of the special funds created in the Indenture and the nature and extent of the security and pledge afforded thereby for the payment of the principal of, interest on and any premium due in connection with the redemption of the Series 2025 Bonds, and the manner of enforcement of said pledge, the terms and conditions upon which the Series 2025 Bonds will be deemed to be paid at or prior to maturity or redemption of the Series 2025 Bonds upon the making of provision for the full or partial payment thereof, the rights of the Owners upon the occurrence of an Event of Default, the rights, duties, immunities and obligations of the Authority and the members of the Board of the Authority and also the rights and remedies of the registered owners of the Bonds.

The Indenture permits amendments thereto with the approval of the Owners of not less than two-thirds or, in certain instances, 100% in aggregate principal amount of the Bonds at the time Outstanding, as defined in the Indenture. The Indenture also contains provisions permitting the Authority and the Trustee to enter into amendments to the Indenture without the consent of the Owners of the Bonds for certain purposes, as set forth in the Indenture.

This Series 2025 Bond is issued with the intent that the laws of the State of Colorado shall govern its legality, validity, enforceability and construction.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture, and the issuance of this Series 2025 Bond do exist, have happened and have been performed in due time, form and manner as required by law.

This Series 2025 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture, unless it shall have been authenticated by an authorized signatory of the Trustee.

IN WITNESS WHEREOF, the Broomfield Urban Renewal Authority has caused this Series 2025 Bond to be executed in its name by the signature of its Chair of the Board of Commissioners and its corporate seal to be hereunto impressed or imprinted hereon and attested by the signature of its Executive Director as of the date specified above.

BROOMFIELD URBAN RENEWAL  
AUTHORITY

[SEAL]

By \_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

By \_\_\_\_\_  
Executive Director

## **CERTIFICATE OF AUTHENTICATION**

This bond is one of the Series 2025 Bonds of the issue described in the above-referenced Indenture.

UMB BANK, N.A.,  
as Trustee

Dated: [closing date], 2025

By \_\_\_\_\_  
Authorized Officer

## ASSIGNMENT

(The Trustee may require the payment, by the Owner of any Bond requesting transfer, of any reasonable charges, as well as any taxes, transfer fees or other governmental charges required to be paid with respect to such transfer.)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Signature Guaranteed:

\_\_\_\_\_  
Signature Guaranteed by a Member  
of a Medallion Signature Program

Address of Transferee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security or other Tax  
Identification Number of Transferee:

\_\_\_\_\_

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

**PRELIMINARY OFFICIAL STATEMENT DATED JANUARY 22, 2025****NEW ISSUE  
BOOK-ENTRY ONLY****RATING: \_\_\_\_\_  
See "RATING"**

*In the opinion of Butler Snow LLP, Bond Counsel, interest on the Series 2025 Bonds (defined below) is included in gross income for federal income tax purposes. The Series 2025 Bonds, together with interest thereon and income therefrom, are exempt from all taxes by the State of Colorado under Colorado laws in effect on the date of delivery of the Series 2025 Bonds. See "TAX MATTERS."*

\$ \_\_\_\_\_ \*

**BROOMFIELD URBAN RENEWAL AUTHORITY  
TAXABLE TAX INCREMENT REVENUE REFUNDING BONDS  
(BROOMFIELD EVENT CENTER PROJECT)  
SERIES 2025**

**Dated: Date of Delivery****Due: December 1, as shown herein**

The Broomfield Urban Renewal Authority Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the "*Series 2025 Bonds*") will be issued by the Broomfield Urban Renewal Authority (the "*Authority*") pursuant to an Indenture of Trust dated as of February \_\_, 2025, between the Authority and UMB Bank, n.a., as Trustee. The Series 2025 Bonds are issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("*DTC*"), which is acting as the securities depository for the Series 2025 Bonds. Purchases of the Series 2025 Bonds are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Series 2025 Bonds. See "*THE SERIES 2025 BONDS--Book-Entry Only System*." The Series 2025 Bonds bear interest at the rates set forth herein, payable on June 1 and December 1 of each year, commencing on June 1, 2025, to and including the maturity dates shown herein, payable to the registered owner of the Series 2025 Bonds, initially Cede & Co. The principal of the Series 2025 Bonds will be payable upon presentation and surrender at the Trustee. See "*THE SERIES 2025 BONDS*."

**MATURITY SCHEDULE\***

| Maturing<br>(December 1) | Principal Amount | Interest Rate | Price | CUSIP® | Number |
|--------------------------|------------------|---------------|-------|--------|--------|
| 2025                     |                  |               |       |        |        |
| 2026                     |                  |               |       |        |        |
| 2027                     |                  |               |       |        |        |
| 2028                     |                  |               |       |        |        |
| 2029                     |                  |               |       |        |        |
| 2030                     |                  |               |       |        |        |

The Series 2025 Bonds are not subject to redemption prior to their maturity.

Proceeds of the Series 2025 Bonds will be used to: (i) currently refund the Authority's Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005, dated October 26, 2005, currently outstanding in the principal amount of \$28,135,000 (the "*Series 2005 Bonds*"), and (ii) pay the costs of issuing the Series 2025 Bonds. See "*SOURCES AND USES OF FUNDS*."

The Series 2025 Bonds are special, limited obligations of the Authority payable solely from and secured by an irrevocable pledge of the Trust Estate (defined herein) created by the Indenture. The Trust Estate consists primarily of certain property tax increment revenues and sales tax increment revenues collected within the Plan Area, moneys on deposit in certain funds as described herein (including the Reserve Fund), investment income as described herein, the City and County Reimbursement Agreement and the City and County Cooperation Agreement (as defined herein). *The Authority does not have the power to impose property, sales, or any other taxes for the payment of debt service on the Series 2025 Bonds, nor may the Authority or City and County of Broomfield, Colorado (the "City and County") compel any other taxing jurisdiction to levy a tax. The Series 2025 Bonds do not constitute a general obligation of the City and County and County or the Authority. Owners of the Series 2025 Bonds may not look to any other funds or accounts other than those specifically pledged by the Authority to the payment of the Series 2025 Bonds.* The City and County has covenanted to annually consider appropriating legally available revenues in an amount sufficient to replenish the Reserve Fund to the extent Pledged Revenues are not available; however, the City and County is not legally obligated to replenish the Reserve Fund. See "*SECURITY FOR THE SERIES 2025 BONDS—City and County's Appropriation Covenant*."

**This cover page contains certain information for quick reference only. It is *not* a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision, giving special consideration to the section entitled "CERTAIN RISK FACTORS."**

The Series 2025 Bonds are offered when, as, and if issued by the Authority and accepted by the Underwriter, subject to the approval of legality of the Series 2025 Bonds by Butler Snow LLP, Denver, Colorado, Bond Counsel, and the satisfaction of certain other conditions. Butler Snow LLP also has acted as special counsel to the Authority in connection with this Official Statement. Certain legal matters will be passed upon for the Authority and for the City and County by the City and County Attorney. Kutak Rock LLP., Denver, Colorado, is acting as counsel to the Underwriter. It is expected that the Series 2025 Bonds will be available for delivery through the facilities of DTC on or about February 13, 2025\*.

**STIFEL** | Public Finance

\* Subject to change.

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## **USE OF INFORMATION IN THIS OFFICIAL STATEMENT**

This Official Statement, which includes the cover page and the appendices, does not constitute an offer to sell or the solicitation of an offer to buy any of the Series 2025 Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Series 2025 Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by the Authority or the City and County. The City and County maintains an internet website which also includes information about the Authority; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2025 Bonds.

The information set forth in this Official Statement has been obtained from the Authority, the City and County and from the other sources referenced throughout this Official Statement which are believed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information received from parties other than the Authority or the City and County. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions, or that they will be realized.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities under the federal securities laws as applied to the facts and circumstances of this transaction but the Underwriter does not guarantee the accuracy or completeness of such information.

The information, estimates, and expressions of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Series 2025 Bonds shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the City and County, or in the information, estimates, or opinions set forth herein, since the date of this Official Statement.

This Official Statement has been prepared only in connection with the original offering of the Series 2025 Bonds and may not be reproduced or used in whole or in part for any other purpose.

The Series 2025 Bonds have not been registered with the Securities and Exchange Commission due to certain exemptions contained in the Securities Act of 1933, as amended. The Series 2025 Bonds have not been recommended by any federal or state securities commission or regulatory agency and the foregoing authorities have neither reviewed nor confirmed the accuracy of this document.

THE PRICES AT WHICH THE SERIES 2025 BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE SERIES 2025 BONDS, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE SERIES 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

## **BROOMFIELD URBAN RENEWAL AUTHORITY**

### **Board of Commissioners**

Guyleen Castriotta  
Deven Shaff  
James Marsh-Holschen  
Kenny Van Nguyen  
Paloma Delgadillo  
Austin Ward  
Jean Lim

Laurie Anderson  
Bruce Leslie  
Heidi Henkel  
Todd Cohen  
Elizabeth Law-Evan  
Lori Goldstein

### **City and County Administrative Officials**

Jennifer Hoffman, City and County Manager  
Graham Clark, Director of Finance  
Jeff Romine, Director of Economic Vitality

### **City and County Attorney**

Nancy Rodgers  
Broomfield, Colorado

### **TRUSTEE**

UMB BANK, N.A.  
Denver, Colorado

### **BOND AND SPECIAL COUNSEL**

Butler Snow LLP  
Denver, Colorado

### **UNDERWRITER**

Stifel, Nicolaus & Company  
Denver, Colorado

### **UNDERWRITER'S COUNSEL**

Kutak Rock LLP  
Denver, Colorado



## TABLE OF CONTENTS

|  | <u>Page</u> |
|--|-------------|
| <b>INTRODUCTION .....</b>  | <b>1</b>    |
| GENERAL.....   | 1           |
| THE CITY AND COUNTY .....  | 1           |
| THE AUTHORITY AND THE PLAN AREA .....                                  | 2           |
| AUTHORITY FOR ISSUANCE .....   | 2           |
| THE SERIES 2025 BONDS; PRIOR REDEMPTION .....                          | 2           |
| PURPOSE.....   | 3           |
| SECURITY .....   | 3           |
| PROFESSIONALS.....   | 5           |
| TAX STATUS.....  | 6           |
| CONTINUING DISCLOSURE UNDERTAKING .....                                | 6           |
| FORWARD-LOOKING STATEMENTS.....  | 6           |
| ADDITIONAL INFORMATION .....   | 6           |
| <b>CERTAIN RISK FACTORS.....</b>                                       | <b>8</b>    |
| RISKS RELATED TO THE PLEDGED PROPERTY TAX REVENUES .....               | 8           |
| RISKS RELATED TO THE PLEDGED SALES TAX REVENUES .....                  | 10          |
| RISKS RELATED TO THE CITY AND COUNTY REIMBURSEMENT AGREEMENT .....     | 11          |
| LEGAL CONSTRAINTS ON AUTHORITY OPERATIONS; CHANGES IN LAW.....         | 11          |
| LIMITATIONS ON REMEDIES AVAILABLE TO OWNERS OF SERIES 2025 BONDS.....  | 12          |
| SECONDARY MARKET .....   | 12          |
| <b>SOURCES AND USES OF FUNDS.....</b>                                  | <b>13</b>   |
| SOURCES AND USES OF FUNDS .....  | 13          |
| THE REFUNDING PROJECT .....  | 13          |
| BROOMFIELD EVENT CENTER.....   | 13          |
| <b>THE SERIES 2025 BONDS.....</b>                                      | <b>15</b>   |
| GENERAL.....   | 15          |
| PAYMENT PROVISIONS .....   | 15          |
| BOOK-ENTRY ONLY SYSTEM .....   | 16          |
| <b>DEBT SERVICE REQUIREMENTS.....</b>                                  | <b>17</b>   |
| <b>SECURITY FOR THE SERIES 2025 BONDS.....</b>                         | <b>18</b>   |
| SPECIAL, LIMITED OBLIGATIONS.....                                      | 18          |
| PLEDGED REVENUES .....   | 18          |
| PLEDGED REVENUE HISTORICAL COVERAGE .....                              | 19          |
| RESERVE FUND.....  | 19          |
| CITY AND COUNTY REIMBURSEMENT AGREEMENT .....                          | 20          |
| CITY AND COUNTY COOPERATION AGREEMENT .....                            | 21          |
| ADDITIONAL BONDS.....  | 21          |
| <b>REVENUES AVAILABLE FOR DEBT SERVICE.....</b>                        | <b>23</b>   |
| GENERAL.....   | 23          |
| AD VALOREM PROPERTY TAXES .....  | 23          |
| AD VALOREM PROPERTY TAX DATA .....                                     | 28          |
| SAMPLE MILL LEVIES AFFECTING PROPERTY OWNERS WITHIN THE PLAN AREA..... | 29          |
| ESTIMATED OVERLAPPING GENERAL OBLIGATION DEBT (TO COME).....           | 30          |
| BUDGET SUMMARY AND COMPARISON .....                                    | 31          |
| HISTORY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....     | 33          |

|  |           |
|--|-----------|
| IMPOSITION OF THE SALES TAX.....   | 35        |
| SALES TAX DATA.....  | 38        |
| <b>THE AUTHORITY.....</b>  | <b>40</b> |
| GENERAL.....   | 40        |
| POWERS OF THE AUTHORITY .....  | 40        |
| GOVERNING BODY .....   | 40        |
| ADMINISTRATION AND EMPLOYEES .....   | 41        |
| AUTHORITY AGREEMENTS .....   | 41        |
| INSURANCE COVERAGE .....   | 42        |
| AUTHORITY FINANCIAL INFORMATION .....  | 42        |
| <b>THE CITY AND COUNTY AND CITY FINANCIAL INFORMATION .....</b>                          | <b>45</b> |
| GENERAL.....   | 45        |
| CITY COUNCIL.....  | 45        |
| ADMINISTRATION AND MANAGEMENT .....  | 46        |
| EMPLOYEES; BENEFITS AND PENSION MATTERS .....  | 48        |
| CITY INSURANCE COVERAGE/RISK MANAGEMENT .....  | 49        |
| CITY FINANCIAL STATEMENTS .....  | 49        |
| GOVERNMENTAL FUNDS; SOURCES OF GENERAL FUND REVENUE.....                                 | 49        |
| HISTORY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - CITY GENERAL FUND ..... | 50        |
| CITY DEBT STRUCTURE.....   | 52        |
| <b>ECONOMIC AND DEMOGRAPHIC INFORMATION.....</b>   | <b>54</b> |
| POPULATION.....  | 54        |
| INCOME .....   | 55        |
| EMPLOYMENT.....  | 55        |
| MAJOR EMPLOYERS .....  | 57        |
| FORECLOSURE ACTIVITY .....   | 58        |
| <b>TAX MATTERS.....</b>  | <b>59</b> |
| IN GENERAL. ....   | 59        |
| TAXATION OF INTEREST INCOME OF THE SERIES 2025 BONDS. ....                               | 60        |
| SALE OR EXCHANGE OF THE SERIES 2025 BONDS. ....  | 60        |
| BACKUP WITHHOLDING. ....   | 61        |
| TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT.....  | 61        |
| TAX TREATMENT OF BOND PREMIUM. ....  | 62        |
| STATE, LOCAL OR FOREIGN TAXATION. ....   | 62        |
| TAX-EXEMPT INVESTORS. ....   | 62        |
| EXEMPTION UNDER STATE TAX LAW.....   | 63        |
| CHANGES IN FEDERAL AND STATE TAX LAW.....  | 63        |
| <b>LEGAL MATTERS .....</b>   | <b>63</b> |
| LITIGATION .....   | 63        |
| APPROVAL OF CERTAIN LEGAL PROCEEDINGS .....  | 64        |
| POLICE POWER .....   | 64        |
| GOVERNMENTAL IMMUNITY .....  | 64        |
| CERTAIN CONSTITUTIONAL LIMITATIONS .....   | 65        |
| <b>RATING.....</b>   | <b>66</b> |
| <b>INDEPENDENT AUDITORS.....</b>   | <b>66</b> |
| <b>UNDERWRITING .....</b>  | <b>67</b> |
| <b>OFFICIAL STATEMENT CERTIFICATION .....</b>  | <b>67</b> |

|  |     |
|--|-----|
| APPENDIX A - Audited Basic Financial Statements for the City and County for the Fiscal Year Ended December 31, 2023 (including audited information for the Authority, which is a component unit of the City and County)..... | A-1 |
| APPENDIX B - Summary of Certain Provisions of the Indenture.....   | B-1 |
| APPENDIX C - Book-Entry Only System .....  | C-1 |
| APPENDIX D - Form of Continuing Disclosure Certificate .....   | D-1 |
| APPENDIX E - Form of Opinion of Bond Counsel.....  | E-1 |

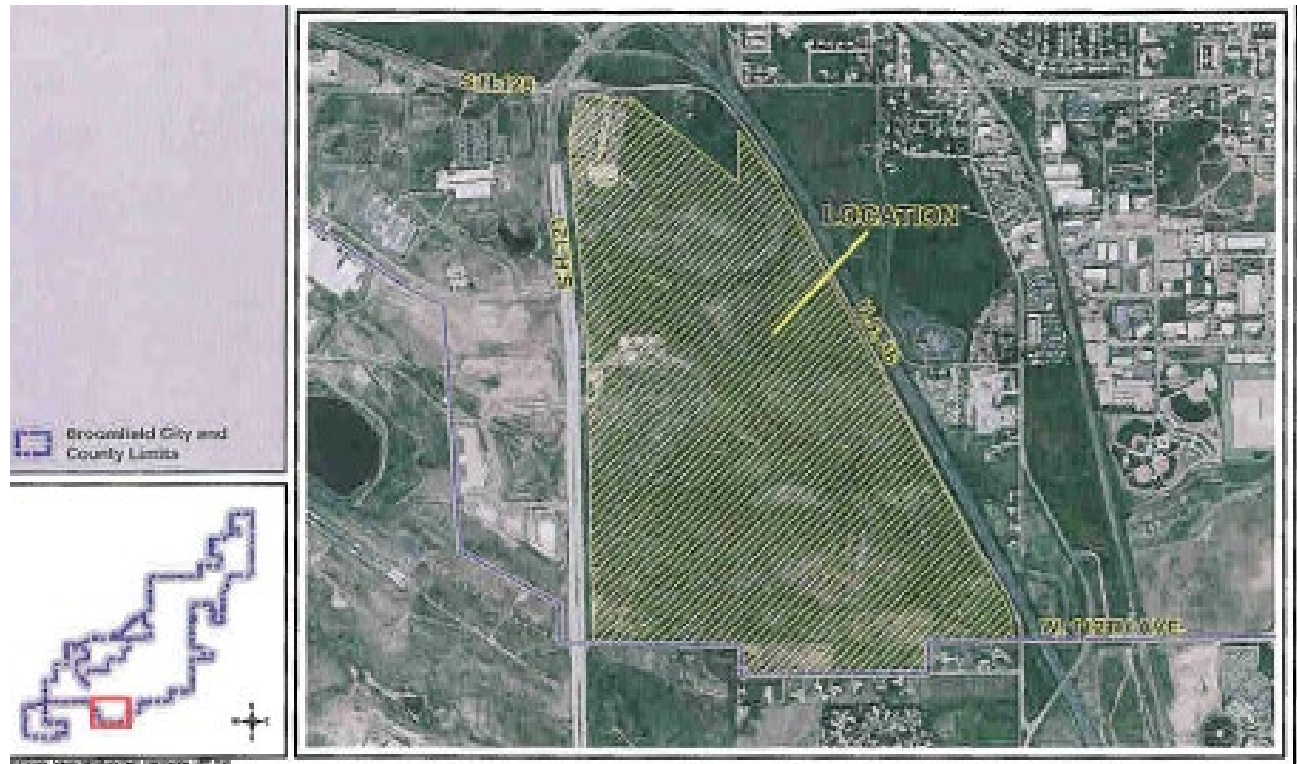
## INDEX OF TABLES

NOTE: Tables marked with an (\*) indicate Annual Financial Information to be updated pursuant to SEC Rule 15c2-12, as amended. See “INTRODUCTION--Continuing Disclosure Undertaking.”

NOTE: The information in the Budget Summary and Comparison tables is to be satisfied with the current year budget information found in the City and County’s audited financial statements; no separate budget document is required to be filed.

|  | <u>Page</u> |
|--|-------------|
| Sources and Uses of Funds.....   | 13          |
| Debt Service Requirements .....  | 17          |
| Assessment Rates Applicable to Local Governments – Tax Years 2024-2027 <sup>(1)</sup> .....      | 25          |
| *History of Assessed Valuations and Mill Levies in the Plan Area .....                           | 28          |
| *Property Tax Increment Collections .....  | 28          |
| *2024 Preliminary Assessed Valuation of Classes of Property in the Plan Area .....               | 29          |
| Ten Largest Taxpayers within the Plan Area .....   | 29          |
| Sample Mill Levies Affecting Property Owners within the Plan Area (to come) .....                | 30          |
| Estimated Overlapping General Obligation Debt (to come) .....                                    | 30          |
| *Budget to Actual Comparison - Broomfield Urban Renewal Authority Fund.....                      | 31          |
| *Budget to Actual Comparison – Plan Area .....   | 32          |
| *Plan Area – History of Revenues, Expenditures and Changes in Fund Balances <sup>(1)</sup> ..... | 34          |
| *BURA Fund - History of Revenues, Expenditures and Changes in Fund Balances .....                | 35          |
| History of Total Sales Tax Collections .....   | 38          |
| Comparison of City and County Total Monthly Sales Tax Collections (Unaudited) .....              | 39          |
| Comparison of Plan Area Total Yearly Sales Tax Collections (Unaudited).....                      | 39          |
| City General Fund-Statement of Revenues, Expenditures and Changes in Fund Balances.....          | 51          |
| Population.....  | 54          |
| Annual Per Capita Personal Income.....   | 55          |
| Labor Force and Percent Unemployed.....  | 55          |
| Average Number of Employees within Selected Industries – City and County of Broomfield .....     | 56          |
| Average Number of Employees within Selected Industries - Denver-Aurora CBSA .....                | 57          |
| Top Ten Private Employers in the City and County of Broomfield .....                             | 58          |
| History of Foreclosures – City and County of Broomfield .....                                    | 58          |

## WADSWORTH INTERCHANGE URBAN RENEWAL PLAN AREA



## OFFICIAL STATEMENT

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**BROOMFIELD URBAN RENEWAL AUTHORITY  
(IN THE CITY AND COUNTY OF BROOMFIELD, COLORADO)  
TAXABLE TAX INCREMENT REVENUE REFUNDING BONDS  
(BROOMFIELD EVENT CENTER PROJECT)  
SERIES 2025**

### INTRODUCTION

#### General

This Official Statement, including the cover page and the appendices, is furnished by the Broomfield Urban Renewal Authority (the “Authority”) to provide information in connection with the issuance of its \$ \_\_\_\_\_ \* Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025 (the “Series 2025 Bonds”). The Series 2025 Bonds will be issued pursuant to an Indenture of Trust dated as of February \_\_, 2025 (the “Indenture”), by and between the Authority and UMB Bank, N.A., Denver, Colorado, as trustee (the “Trustee”).

*The offering of the Series 2025 Bonds is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Series 2025 Bonds. The following introductory material is only a brief description of and is qualified by the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein, particularly the section entitled “CERTAIN RISK FACTORS.” Detachment or other use of this “INTRODUCTION” without the entire Official Statement, including the cover page and appendices, is unauthorized. Capitalized terms used but not defined herein have the meanings assigned to them in the Indenture, which is summarized in Appendix B.*

#### The City and County

The City and County of Broomfield (the “City and County”) is a county and municipal corporation of the State located 35 miles north of Denver in the center of the northern front range of the Rocky Mountains. It was originally incorporated in 1961 and became a home rule city upon adoption of its home rule charter (the “Charter”) in 1974. Prior to 2001, the City and County was located in the counties of Adams, Boulder, Jefferson and Weld. Following State-wide voter approval received in 1998, the City and County engaged in a three-year transition period to become a consolidated city and county operating under Article XX, Sections 10–13 of the State Constitution. In November 2001, all areas within the former City of Broomfield were detached from the counties of Adams, Boulder, Jefferson and Weld and became the City and County of Broomfield.

Today, the City and County encompasses approximately 33.58 square miles located in the northwest quadrant of the Denver metropolitan area, approximately 10 miles from Boulder,

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\* Preliminary, subject to change.

Colorado, and 12 miles from Denver, Colorado. The City and County estimated their population Colorado State Demo office as of June 1, 2023 (latest information available) to be 76,853. U.S. Highway 36 provides convenient access to the City and County from Denver and Boulder, respectively. Interstate 25 (“I-25”) and the Northwest Parkway toll road also provide access to the City and County. The City and County provides a full range of county and municipal services to its residents. See “*THE CITY AND COUNTY*.”

### **The Authority and the Plan Area**

The Authority. The Authority is a body corporate duly organized in 1986 and existing as an urban renewal authority established pursuant to the State’s Urban Renewal Law (Section 31-25-101 *et seq.*, Colorado Revised Statutes (“C.R.S.”), as amended (the “Urban Renewal Law” or the “Act”)), for the purpose of undertaking certain urban renewal activities within the City and County. The boundaries of the Authority are coterminous with the boundaries of the City and County. See “*THE AUTHORITY*.”

The Authority has four existing urban renewal areas; however, only the area covered by the Wadsworth Interchange Urban Renewal Plan (the “Plan”) generates Pledged Revenues for the Series 2025 Bonds. **(more from Karl and Jeff)** Any revenue generated in the other four plan areas is available only for projects or obligations in those areas.

The Plan Area. The City Council originally adopted the Plan in June 2005. The purpose of the Plan is to reduce, eliminate and prevent the spread of blight within the Plan Area and to stimulate the growth and development of investment within the Plan Area. The Plan authorizes the use of tax increment financing methods, specifically property tax increment (the “Property Tax Increment”), as defined and more particularly described in “*Security*” below.

The boundaries of the Plan Area include an approximately 301-acre site located at the southerly limit of the City and County at Wadsworth Boulevard (State Highway No. 121 and U.S. Highway 36). See the “*WADSWORTH INTERCHANGE AREA MAP*” on page -v- of this Official Statement.

### **Authority for Issuance**

The Series 2025 Bonds are issued in full conformity with the Constitution and laws of the State, particularly the Urban Renewal Law, the Supplemental Public Securities Act (Title 11, Article 57, Part 2, C.R.S.), and pursuant to the Indenture and a resolution adopted by the Board of Commissioners of the Authority (the “Board”) on January 14, 2025 (the “Resolution”).

### **The Series 2025 Bonds; Prior Redemption**

The Series 2025 Bonds are dated as of their date of delivery and mature and bear interest (calculated based on a 360-day year consisting of twelve 30-day months) as set forth on the inside cover page of this Official Statement. The payment of principal and interest on the Series 2025 Bonds is described in “*THE SERIES 2025 BONDS--Payment Provisions*.” The Series 2025 Bonds are issued solely as fully registered certificates in denominations of \$5,000, or any integral multiple thereof. The Series 2025 Bonds initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which is acting as the

securities depository for the Series 2025 Bonds. Purchases of the Series 2025 Bonds are to be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interest in the Series 2025 Bonds. See “THE SERIES 2025 BONDS--Book-Entry Only System.”

## **Purpose**

Proceeds of the Series 2025 Bonds will be used to: (i) currently refund the Authority’s Tax Increment Revenue Bonds (Broomfield Event Center Project) Series 2005, dated October 26, 2005, currently outstanding in the principal amount of \$28,135,000 (the “Series 2005 Bonds”), and (ii) pay the costs of issuing the Series 2025 Bonds. See “SOURCES AND USES OF FUNDS.”

## **Security**

Limited Obligations. *The Series 2025 Bonds do not constitute a general obligation debt or indebtedness of the Authority, or an obligation or indebtedness of the City and County, the State, or any political subdivision thereof within the meaning of any constitutional, statutory, Charter or other debt limitation or provision. **The Authority has no taxing power, nor may it compel any taxing jurisdiction to levy any property tax or sales tax.***

Pledged Revenues. The Series 2025 Bonds are special, limited obligations of the Authority, equitably and ratably secured by an irrevocable pledge of and lien on, and payable solely from the Trust Estate established pursuant to the Indenture. The Trust Estate includes: (a) the Pledged Revenues (defined below); (b) all of the Authority’s rights under City and County Reimbursement Agreement, (defined below), and (c) all of the Authority’s rights under the City and County Cooperation Agreement, (defined below).

The Indenture defines “*Pledged Revenues*” to mean: (a) the Pledged Property Tax Revenues (defined below); (b) the Pledged Sales Tax Revenues (defined below) ; and (c) all income derived from the investment and reinvest of the Accounts established by the Indenture (together, the “Trust Funds”) established and maintained under the Indenture with investment earnings thereon, subject to the terms and provisions of the Indenture (see “SECURITY FOR THE SERIES 2025 BONDS” and Appendix B).

*Pledged Property Tax Revenues.* “Pledged Property Tax Revenues” means that portion of the annual ad valorem property tax revenues in excess of the amount produced by the levy of those taxing bodies that levy property taxes on the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan as calculated in accordance with Section 31-25-107(9) of the Act and the regulations implementing the Act; less the proportional share of the reasonable and necessary costs and expenses of enforcing and collecting the Pledged Property Tax Revenues; provided, that Pledged Property Tax Revenues shall not include any revenues produced by the property tax levy of (a) Arista Metropolitan District, (b) the North Metro Fire Rescue District, or (c) the Excluded TIF Parcels.

Pursuant to the Act, the “Property Tax Base Amount” (as more fully defined in Appendix B) is the valuation for assessment of taxable property in the Plan Area last certified prior to the effective date of approval of the urban renewal plan or, as to an area later added to the urban renewal area, the effective date of the modification of the plan. The 2023 combined Property Tax



Base Amount is \$6,797,645; this amount has been adjusted periodically to reflect subsequent general reassessments of property within the Plan Area.

*Pledged Sales Tax Revenues.* “Pledged Sales Tax Revenues” means ten percent (10%) of the Sales Tax levied on all transactions subject to municipal sales taxes within the boundaries of the Urban Renewal Area after June 28, 2005, as allocated to the Authority pursuant to the City and County Cooperation Agreement; provided, however Pledged Sales Tax Revenues shall not include (a) any sales taxes produced from transaction on the Excluded TIF Parcels an any improvements thereon and (b) the proportional share of the reasonable and necessary costs and expenses of enforcing and collecting the Pledged Sales Tax Revenues.

*City and County Reimbursement Agreement.* “City and County Reimbursement Agreement” means the Amended and Restated Annual Appropriation Sales Tax Reimbursement Agreement, dated February --, 2025 by and between the Authority and the City and County, pursuant to which the City and County agrees that if funds in the Reserve Fund have been withdrawn to pay the principal and interest on the Series 2025 Bonds and the Reserve Funds has not been replenished in accordance with the provisions of the Indenture, the City and County shall replenish the Reserve Fund from legally available funds. The obligation of the City and County to replenish the Reserve Fund does not constitute the creation of indebtedness, authorize borrowing of money by the City and County within the meaning of any constitutional, home-rule, charter, or statutory limitation or provision. This obligation of the City and County is only from year to year and does not constitute a mandatory obligation of the City and County in any fiscal year beyond the present fiscal year.

The City and County Reimbursement Agreement applies only to the Series 2025 Bonds and does not apply to any series of Additional Bonds unless the City and County take formal action to amend the City and County Reimbursement Agreement to cover any series of Additional Bonds.

*City and County Cooperation Agreement.* “City and County Cooperation Agreement” means the Amended and Restated Cooperation Agreement, dated as of February \_\_, 2025, by and between the Authority and the City and County, pursuant to which the City and County agrees to divide, allocate and pay into the Special Fund (as defined in the City and County Cooperation Agreement) established by the Authority the Pledged Sales Tax Revenues. The Authority shall use the funds in the Special Fund to make debt service payments on the Series 2025 Bonds and any Addition Bonds.

See “CERTAIN RISK FACTORS” and “SECURITY FOR THE SERIES 2025 BONDS--Pledged Revenues.”

Prior Obligations. The Authority is a party to three agreements (together, the “*Prior Obligations*”) pursuant to which it has agreed to share or reimburse portions of the property tax increment generated in the Plan Area. The amount of property tax increment revenue required to be paid pursuant to each of the Prior Agreements will not constitute Pledged Property Tax Increment Revenue. The property tax increment amounts payable under each agreement are derived from the specific redevelopment project that is the subject of the applicable agreement. *This means that portions of the property tax increment revenue derived from the Plan Area will be*

*used to pay the Prior Obligations before any property tax increment revenue is available to pay the Series 2025 Bonds.*

Those agreements are listed below; more information as to the specific amounts to be shared or reimbursed are discussed in more detail in “THE AUTHORITY—Authority Agreements.”

(a) Cooperation Agreement between the Authority and Arista Metropolitan District, dated as of September 13, 2005; and

(b) Cooperation Agreement between the Authority and the North Metro Fire Rescue District, dated as of September 13, 2005.

(c) 2024 Intergovernmental Agreement for Arista Parking Structure and related Arista Metropolitan District Parking Revenue Bonds, dated as of April 30, 2024, between the Authority and Arista Metropolitan District.

Lien Priority; Additional Bonds. The Series 2025 Bonds constitute an irrevocable pledge of and lien on (but not necessarily an exclusive lien) upon the Pledged Revenues. See “*SECURITY FOR THE SERIES 2025 BONDS.*”

The Indenture allows the Authority, subject to compliance with certain conditions, to issue one or more series of additional parity bonds and other types of securities and obligations payable wholly or in part from Pledged Revenues and secured by a lien thereon on a parity with the lien thereon of the Series 2025 Bonds (“*Additional Bonds*”). The Authority currently does not expect to issue Additional Bonds but reserves the right to do so upon the satisfaction of all legal conditions. See “*SECURITY FOR THE SERIES 2025 BONDS--Additional Bonds*” and *Appendix B - Summary of Certain Provisions of the Indenture*. The Series 2025 Bonds and any Additional Bonds are referred to as the “*Bonds*.”

Reserve Fund. The Series 2025 Bonds are also secured by a Reserve Fund. See “*SECURITY FOR THE SERIES 2025 BONDS--Reserve Fund.*”

(Insert Insurance language when we have)

## **Professionals**

General. Butler Snow LLP, Denver, Colorado, has acted as Bond Counsel and has acted as special counsel in connection with this Official Statement. The fees to be paid to Butler Snow LLP are contingent upon the sale and delivery of the Series 2025 Bonds. Certain legal matters will be passed on for the Authority and for the City and County by its Counsel, the City and County Attorney. The Authority has appointed UMB Bank, N.A., Denver, Colorado, to serve as Trustee. The audited basic financial statements of the City and County included in this Official Statement as Appendix A have been audited by RobinBrown, LLP, certified public accountants, Denver, Colorado. See “*INDEPENDENT AUDITORS.*” Stifel, Nicolaus & Company, Denver, Colorado, will act as the Underwriter of the Series 2025 Bonds (the “*Underwriter*”). See “*UNDERWRITING.*” Kutak Rock LLP is acting as counsel to the Underwriter.

## **Tax Status**

In the opinion of Butler Snow LLP, Bond Counsel, interest on the Series 2025 Bonds (including original issue discount treated as interest) is included in gross income for federal income tax purposes. Interest on the Series 2025 Bonds is exempt from all taxes of the State. See “TAX MATTERS.”

## **Continuing Disclosure Undertaking**

The Authority will execute a continuing disclosure certificate at the time of the closing for the Series 2025 Bonds (the “*Disclosure Certificate*”). The Disclosure Certificate will be executed for the benefit of the beneficial owners of the Series 2025 Bonds and the Authority will covenant in the Bond Resolution to comply with its terms. The Disclosure Certificate will provide that so long as the Series 2025 Bonds remain outstanding, the Authority will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access (“*EMMA*”) system: (i) annually, audited financial statements; (ii) annually, certain financial information and operating data; and (iii) notice of the occurrence of certain material events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as Appendix D.

The Authority has not previously entered any prior undertakings pursuant to the Rule.

## **Forward-Looking Statements**

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and actual results. Those differences could be material and could impact the availability of Pledged Revenues to pay debt service on the Series 2025 Bonds.

## **Additional Information**

This introduction is only a summary of the provisions of the Series 2025 Bonds, the Indenture, the City and County Cooperation Agreement and the City and County Reimbursement Agreement; a full review of the entire Official Statement should be made by potential investors. Brief descriptions of the Authority, the City and County, the Pledged Revenues, the Refunding Project, the City and County Cooperation Agreement and the City and County Reimbursement Agreement; the Series 2025 Bonds, the Indenture, and other documents are included in this Official Statement. All references herein to the Series 2025 Bonds, the Indenture and other documents are qualified in their entirety by reference to such documents. *This*

*Official Statement speaks only as of its date, and the information contained herein is subject to change.*

Copies of the documents referred to herein are available from the Authority and the Underwriter as provided below:

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, CO 80020  
(303)466-1775

Stifel, Nicolaus & Company  
1401 Lawrence Street, Suite 900  
Denver, CO 80202  
(303)291-5288

## CERTAIN RISK FACTORS

The purchase of the Series 2025 Bonds involves special risks, and the Series 2025 Bonds may not be appropriate investments for all types of investors. Each prospective investor is encouraged to read this Official Statement in its entirety and to give particular attention to the factors described below, which, among other factors discussed herein, could affect the payment of debt service on the Series 2025 Bonds and could affect the market price of the Series 2025 Bonds to an extent that cannot be determined at this time. *The following does not purport to be an exhaustive listing of risks and other considerations that may be relevant to investing in the Series 2025 Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of such risks.*

### **Risks Related to the Pledged Property Tax Revenues**

General. The Series 2025 Bonds are secured by the Pledged Property Tax Revenues. Accordingly, payment of the principal of and interest on the Series 2025 Bonds is dependent upon the amount of the Pledged Property Tax Revenues and upon the increases or decreases in the total mill levy imposed by overlapping taxing entities.

Certain circumstances, most of which are beyond the control of the Authority or the City and County, may influence the generation of Tax Increment revenues in the Plan Area. Such circumstances may include, among others: general and local economic conditions which could result in the tightening of credit standards and reduction of access to capital; economic downturns affecting the retail and other industries; cyclical trends in the construction industry; declines in property valuations or the rate of levy of property taxes; the rate of employment or economic growth; and the ability or willingness of property owners to pay property taxes as they become due.

There is no assurance that the Pledged Property Tax Revenues will achieve or remain at a level sufficient to pay debt service on the Series 2025 Bonds, or that mill levies of overlapping taxing jurisdictions will not materially decrease. See “*REVENUES AVAILABLE FOR DEBT SERVICE--Ad Valorem Property Tax Data*” and “*Estimated Overlapping General Obligation Debt.*”

Valuation and Uses of Property. The amount of Pledged Property Tax Revenues available in any given year is subject, in part, to the rate of increase or decrease in the assessed valuation of property within the Plan Area above or below the Property Tax Base Amount. The assessed value of taxing jurisdictions which are within or overlap the Plan Area could decrease or increase as a result of downturns in the economy, the value of commercial property valued using the income approach, valuation changes resulting from statutorily required reassessments or other factors.

The assessed value of property in the Plan Area for ad valorem property tax purposes is determined according to the statutory procedures described under “*REVENUES AVAILABLE FOR DEBT SERVICE--Ad Valorem Property Taxes.*” Assessed valuations may be affected by a number of factors beyond the control of the City and County or the Authority. For example, commercial properties may be valued using an income approach; as a result, businesses experiencing difficulties may have their assessments lowered. In addition, property owners are allowed each

year by State law to challenge the valuations of their property. the future actions of property owners result in lower assessed valuations of property in the Plan Area, the security for the Series 2025 Bonds would be diminished.

Discuss demolition and change in use – insert from Jeff.

Risks Related to County Valuations Assigned to Base and Increment. The City and County Assessor is responsible for determining the base valuation in each urban renewal area and is also responsible for determining changes in the base valuation in each reassessment year in accordance with State law, which includes procedures adopted by the State Property Tax Administrator. State law specifies how real and personal property values are to be assigned between the base and the incremental values. For example, increases in property value due to growth (as opposed to general reassessment) should be assigned to the incremental value of property. It is not clear that all counties (including the City and County) have historically allocated these values correctly. In order to assist in correctly assigning the value of improvements to the incremental assessed value, the Authority works closely with the City and County Assessor's office to provide information about improvements within the Plan Area that result in increased incremental values and intends to continue to do so. In January 2024, the Colorado Supreme Court held under the Act the Colorado State Property Tax Administrator "has broad authority to determine how the base and increment values of those properties should be calculated and proportionately adjusted" thus reaffirming the Court's previous rulings of "direct relationship" approach to implementing the Act.

Risk of Reductions in Mill Levies. The amount of Pledged Property Tax Revenues generated by the incremental assessed valuation is directly dependent upon the mill levies imposed by taxing jurisdictions which overlap the Plan Area. Information regarding the historic mill levies imposed in the Plan Area is set forth in "*REVENUES AVAILABLE FOR DEBT SERVICE--Sample Mill Levies Affecting Property Owners within the Plan Area.*" There is no guarantee that the overlapping entities, including the school district, will continue to maintain their mill levies at the current or higher rates, and such mill levies may decrease.

In addition, each of the overlapping taxing jurisdictions is subject, with certain exceptions, to limitations as to the amount of revenues which it may generate from its property tax mill levy. These limitations are both statutory and constitutional. If assessed valuations increase significantly, mill levies may be required to be reduced accordingly in order for the overlapping taxing jurisdictions to stay within their statutory and constitutional revenue raising limits. No assurance can be given that any jurisdiction which overlaps the Plan Area will in fact impose any particular mill levy in any year or that mill levies currently imposed by overlapping taxing entities will not decrease in the future. See "*LEGAL MATTERS--Certain Constitutional Limitations*" and "*REVENUES AVAILABLE FOR DEBT SERVICE--Ad Valorem Property Taxes.*"

Collection and Enforcement Considerations. The Pledged Property Tax Revenues are based upon property taxes levied by the taxing entities overlapping the Plan Area and are collected at the same time and in the same manner as taxes paid to the other taxing entities. Taxes levied must be paid in full; taxpayers may not choose to pay portions of their tax bills. The collection of Pledged Property Tax Revenues will be subject to the ability or inability of property owners in the Plan Area to pay property taxes as they become due. The payment of property taxes does not constitute a personal obligation of each of the property owners within the Plan Area. Instead, the

obligation to pay property taxes is tied to the properties taxed, and if timely payment is not made, the obligation constitutes a lien against the specific properties. To the extent payment of property taxes depends upon the financial stability of property owners in the Plan Area, no assurance can be given that timely payment will occur. The Authority has not undertaken any independent investigation of the financial condition of any property owners within the Plan Area.

To enforce the property tax liens, the City and County Treasurer is obligated to foreclose on and cause the sale of tax liens upon the property that is subject to the delinquent taxes or fees, as provided by law. However, foreclosure is a time-consuming remedy which may extend more than one year. In addition, proceeds realized from a foreclosure sale, if any, may or may not be sufficient to cover the delinquent taxes or fees and there is no assurance that such tax liens will sell at such a sale. Owners of the Series 2025 Bonds cannot foreclose on property within the Plan Area or sell such property in order to pay the principal of or interest on their Series 2025 Bonds.

In addition, the sale of tax liens applicable to property in the Plan Area to enforce such liens could be delayed by bankruptcy laws and other laws affecting creditor's rights generally. During the pendency of any bankruptcy of any property owner in the Plan Area, the parcels in the Plan Area owned by such property owner could be sold only if the bankruptcy court approves the sale. There is no assurance that property taxes would be paid during the pendency of any bankruptcy; nor is it possible to predict the timeliness of such payment. If the property taxes are not paid over a period of years, the Authority's ability to pay principal and interest on the Series 2025 Bonds could be affected.

Refunds to Taxpayers. Pursuant to the Indenture and the Act, Pledged Property Tax Revenues do not include any taxes that are placed in a reserve fund to be returned to the City and County for refunds of overpayments by taxpayers. If the City and County refunds property taxes to any taxpayer, the Authority is required to refund its proportional share of the taxes refunded. As a general rule, the City and County Treasurer withholds such amounts before transmitting property tax increment revenues to the Authority.

### **Risks Related to the Pledged Sales Tax Revenues**

Sales and Use Tax Collections Subject to Economic Factors. Payment of the principal of and interest on the Series 2025 Bonds is partly dependent upon revenues generated by the levy and collection of sales and use taxes. Various circumstances and developments, most of which are beyond the control of the City and County, may have an adverse effect on the future level of sales and use tax revenues. Such circumstances may include, among others, adverse changes in national and local economic and financial conditions generally, national or state-declared emergencies, reductions in the rates of employment and economic growth in the City and County, the State and the region, a decrease in rates of population growth and rates of residential and commercial development in the City and County, decreases in tourism and various other factors.

In addition, sales and use tax collections are subject to fluctuations in consumer spending. Such fluctuations cause sales and use tax revenues to increase along with the increasing prices brought about by inflation, but also cause collections to be vulnerable to adverse economic conditions and reduced spending. Consequently, the rate of sales and use tax collections can be expected to correspond generally to economic cycles. The City and County have no control over

general economic cycles and is unable to predict what general economic factors or cycles will occur while the Series 2025 Bonds remain outstanding.

### **Risks Related to the City and County Reimbursement Agreement**

General. Under the terms of the City and County Reimbursement Agreement, the City and County have no obligation to restore the balance in the Reserve Fund to the Reserve Fund Requirement. Further, any decision regarding replenishment of the Reserve Fund is subject to annual appropriation by the City Council and does not constitute a mandatory obligation of the City and County in any fiscal year. The City and County Reimbursement Agreement does not directly or indirectly obligate the City and County to make any payments into the Reserve Fund beyond those appropriated for in any fiscal year, and the decision as to whether to appropriate such amounts is in the sole discretion of the City Council.

Funding Pursuant to City and County Reimbursement Agreement Not Assured. As described in “*THE CITY AND COUNTY*,” sales and use taxes are the largest source of City General Fund revenues and are likely to be the primary source of legally available revenues if the City and County determines to appropriate funds to replenish the Reserve Fund pursuant to the City and County Reimbursement Agreement. *However, no particular funds or sources of revenue are pledged by the City and County pursuant to the City and County Reimbursement Agreement and the City and County may choose not to appropriate funds to replenish the Reserve Fund.* The City and County is not obligated to provide funds to replenish the Reserve Fund in any year. The City and County may determine not to provide those funds for any reason; however, its willingness to do so may be impacted by many factors that could result in reduced General Fund revenues or increased costs of services.

For example, the main source of City General Fund revenue is sales and use tax. The City and County has outstanding approximately \$112,900,000 as of December 31, 2023 in Sales and Use Tax Revenue Bonds that are payable from a portion of the City and County sales and use tax. The City and County may issue bonds in the future, enter into various agreements, including operating leases or lease-purchase obligations that are paid from the General Fund (or from transfers made to another fund from the General Fund). See Note 7 in the audited financial statements attached hereto as Appendix A for a description of those obligations as of December 31, 2023. Should the City and County experience significant increases in General Fund expenditures, or experience significant revenue reductions in future years, it may choose not to replenish the Reserve Fund pursuant to the City and County Reimbursement Agreement in favor of making payments due on those obligations.

### **Legal Constraints on Authority Operations; Changes in Law**

The Authority is created by statute and exercises only limited powers. In addition, various State laws and constitutional provisions govern the assessment and collection of general ad valorem property taxes, limit revenues and spending of the State and local governments and limit rates, fees and charges imposed by such entities, including the City and County, the school districts and other entities overlapping the Plan Area and, in some cases, the Authority. There can be no assurance that the application of such provisions, or the adoption of new provisions, will not have a material adverse effect on the affairs of the Authority or the collection of Pledged Revenues.



The State legislature (the “Legislature”) has adopted legislation amending the Urban Renewal Law in the past and can be expected to do so in the future. It is possible that legislation could be enacted State which would limit the availability of tax increment financing to entities such as the Authority, reduce or eliminate the property tax which taxing jurisdictions are permitted to impose, or limit the rates authorized to be imposed. For example, the State’s constitution and statutes limit the ability of local governments to increase their mill levies beyond certain thresholds established by law. Any one or more of such occurrences may have the effect of reducing the amount of Pledged Property Tax Revenue available to pay the principal of and interest on the Series 2025 Bonds.

### **Limitations on Remedies Available to Owners of Series 2025 Bonds**

No Acceleration. The Indenture prohibits the acceleration of maturity of the principal of the Series 2025 Bonds in the event of a default in the payment of principal of or interest on the Series 2025 Bonds. Consequently, remedies available to the owners of the Series 2025 Bonds may have to be enforced from year to year.

Bankruptcy; Federal Lien Power and Police Power. The enforceability of the Indenture and the rights and remedies of the owners of the Series 2025 Bonds and the obligations incurred by the Authority in issuing the Series 2025 Bonds are subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America (the “United States”) of the powers delegated to it by the federal Constitution; the power of the federal government to impose liens in certain situations; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Series 2025 Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

### **Secondary Market**

There is no guarantee that a secondary market for the Series 2025 Bonds will be maintained by the Underwriter or others. Owners of Series 2025 Bonds should be prepared to hold the Series 2025 Bonds to maturity.

## SOURCES AND USES OF FUNDS

### Sources and Uses of Funds

The Authority expects to apply the proceeds from the sale of the Series 2025 Bonds in the following manner.

| <u>Sources and Uses of Funds</u>                         |               |
|--|---------------|
| <b>SOURCES:</b>  | <u>Amount</u> |
| Principal amount of Series 2025 Bonds.....               |               |
| Plus/(less): net original issue premium/(discount) ..... |               |
| Other available funds (1) .....                          |               |
| Total .....  |               |
| <b>USES:</b>   |               |
| The Refunding Project                                    |               |
| Deposit to Redemption Fund                               |               |
| Deposit to Reserve Fund.....                             |               |
| Costs of issuance (including Underwriter's discount) ..  |               |
| Total .....  |               |

(1) Represents funds on deposit in the reserve funds for the Series 2005 Bonds.  
Source: The Underwriter.

### The Refunding Project

The Authority will use a portion of the Series 2025 Bond proceeds to currently refund the Series 2005 Bonds. To accomplish the Refunding Project, on the date of closing of the Series 2025 Bonds the Authority will deposit a portion of the Series 2025 Bond proceeds with UMB BANK, N.A., as the trustee for the Series 2005 Bonds (the “*Series 2005 Trustee*”). On March 1, 2025, the Series 2005 Trustee will redeem the Series 2005 Bonds by drawing on the Letter of Credit and the Series 2005 Bonds will be no longer outstanding. The Letter of Credit Bank will be reimbursed from the funds on hand with the Series 2005 Trustee.

### Broomfield Event Center

The Series 2005 Bonds financed a multi-purpose indoor 6,000 seat event center, originally known as the 1<sup>ST</sup> Bank Center and then the Broomfield Event Center (the “*Event Center*”). It opened in November 2006 as a multi-purpose entertainment and sports arena. From 2006 until 2023, the Event Center was operated and manager by a private company and hosted a variety of sports events, concerts, ice shows and other community events. The Event Center was never fully utilized, and revenues generated from the Event Center were never pledged for debt service payments on the Series 2005 Bonds.

Karl and Jeff to send more language on this Beginning in 2019, the Authority and the City and County investigated additional uses for the Event Center. None of those additional uses were deemed financially viable by the Authority and the City and County. As a result, the Authority approved the demolition of the Event Center in the third quarter of 2024. In the last quarter of 2024, a private company conducted an auction of all materials, furnishings, and fixtures of the

Event Center. Demolition of the Event Center began on November 18, 2024, and is anticipated to take six (6) months.

The Authority is in the process of seeking proposals for development of the Plan Area.

## THE SERIES 2025 BONDS

### General

The Series 2025 Bonds will be dated as of their date of delivery and will mature and bear interest as shown on the inside cover page of this Official Statement. The Series 2025 Bonds will be issued in fully registered form and initially will be registered in the name of “Cede & Co.,” as nominee for DTC. Purchases by beneficial owners of the Series 2025 Bonds (“Beneficial Owners”) are to be made in book-entry only form in the principal amount of \$5,000 or any integral multiple thereof. Payments to Beneficial Owners are to be made as described below in “Book-Entry Only System” and Appendix C hereto.

### Payment Provisions

Interest on the Series 2025 Bonds (calculated based on a 360-day year consisting of twelve 30-day months) is payable semiannually on June 1 and December 1 (each an “Interest Payment Date”), commencing June 1, 2025.

The principal of any Series 2025 Bond shall be payable when due to an Owner upon presentation and surrender of such Series 2025 Bond at the Principal Corporate Trust Office of the Trustee. Interest on any Series 2025 Bond shall be paid on each Interest Payment Date by check mailed by the Trustee on that date to the Person in whose name the Series 2025 Bond is registered at the close of business on the Record Date applicable to that Interest Payment Date on the Bond Register at the address appearing therein. Notwithstanding the foregoing and while the Series 2025 Bonds are held by a Depository, interest on any Series 2025 Bond shall be paid by wire transfer in immediately available funds to the bank account number and address filed with the Trustee by such Owner or in accordance with the provisions of the Representation Letter. If and to the extent, however, that payment of interest on any Series 2025 Bond on any Interest Payment Date is not made, that interest shall cease to be payable by the Authority to the Person who was the Owner of that Series 2025 Bond as of the applicable Record Date. When moneys become available for payment of the interest, the Trustee shall establish a Special Record Date for the payment of that interest which shall be not more than 15 nor fewer than 10 days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed by first class mail, postage prepaid, to such Owner at its address as it appears on the Bond Register no fewer than 10 days prior to the Special Record Date and thereafter the interest shall be payable to the Persons who are the Owners of the Series 2025 Bonds at the close of business on the Special Record Date. The principal of and interest on the Series 2025 Bonds shall be payable in lawful money of the United States without deduction for the services of the Trustee.

Notwithstanding the foregoing, payments of the principal of and interest on the Series 2025 Bonds will be made directly to DTC or its nominee, Cede & Co., by the Trustee, so long as DTC or Cede & Co. is the registered owner of the Series 2025 Bonds. Disbursement of such payments to DTC’s Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and the Indirect Participants, as more fully described herein. See “*Book-Entry Only System*” below.

### **Book-Entry Only System**

The Series 2025 Bonds will be available only in book-entry form in the principal amount of \$5,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Series 2025 Bonds. The ownership of one fully registered Series 2025 Bond for each maturity as set forth on the inside cover page of this Official Statement, in the aggregate principal amount of such maturity and interest rate coming due thereon, will be registered in the name of Cede & Co., as nominee for DTC. See Appendix C - Book-Entry Only System.

SO LONG AS CEDE & CO, AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE SERIES 2025 BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

Neither the Authority nor the Trustee will have any responsibility or obligation to DTC's Direct Participants or Indirect Participants (each as defined in Appendix C), or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the Direct Participants, the Indirect Participants or the beneficial owners of the Series 2025 Bonds as further described in Appendix C to this Official Statement.

## DEBT SERVICE REQUIREMENTS

The following table sets forth the estimated annual debt service requirements for the Series 2025 Bonds.

| <b><u>Debt Service Requirements</u></b> (1)* |                         |                        |                     |
|--|-------------------------|------------------------|---------------------|
| <b><u>Year</u></b>                           | <b><u>Principal</u></b> | <b><u>Interest</u></b> | <b><u>Total</u></b> |
| 2025   |                         |                        |                     |
| 2026   |                         |                        |                     |
| 2027   |                         |                        |                     |
| 2028   |                         |                        |                     |
| 2029   |                         |                        |                     |
| 2030   |                         |                        |                     |
| Total  | \$ _____                |                        |                     |

(1) Totals may not add due to rounding.

Source: The Underwriter.

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\* Subject to change.

## SECURITY FOR THE SERIES 2025 BONDS

### Special, Limited Obligations

The Series 2025 Bonds are special, limited obligations of the Authority, equally and ratably secured by an irrevocable pledge of and lien (but not necessarily an exclusive lien) on, and payable solely from, the Trust Estate. The Trust Estate generally includes: (a) the Pledged Revenues; (b) all of the Authority's rights under City and County Reimbursement Agreement, and (c) all of the Authority's rights under the City and County Cooperation Agreement.

The Authority may issue Additional Bonds on a parity with the lien of the Series 2025 Bonds on the Trust Estate upon satisfaction of certain requirements described in "*Additional Bonds*" below.

Neither the Series 2025 Bonds nor the interest thereon constitute a general obligation debt or indebtedness of the Authority, the City and County, the State, or any political subdivision thereof within the meaning of any provision or limitation of the constitution or laws of the State or the City and County Charter. The Series 2025 Bonds are not general obligations of the Authority, and do not constitute a lien on any real property. *The Authority has no taxing power.* The owners of the Series 2025 Bonds do not have the right to require or compel the exercise of the sales taxing power or the ad valorem property taxing power of the City and County or of any other taxing entity for payment of the principal of or interest on the Series 2025 Bonds. The owners of the Series 2025 Bonds may not look to the City and County's General Fund or any other funds of the City and County or the Authority (other than the Trust Estate) for payment of the Series 2025 Bonds. Therefore, the punctual payment of the principal of and interest on the Series 2025 Bonds is dependent on the generation of Pledged Revenues in an amount sufficient to meet debt service requirements on the Series 2025 Bonds. See "*CERTAIN RISK FACTORS*" and "*REVENUES AVAILABLE FOR DEBT SERVICE*."

### Pledged Revenues

General. The Pledged Revenues consist primarily of the Pledged Property Tax Revenues, Pledged Sales Tax Revenues and all income derived from the investment and reinvestment of the Revenue Fund, the Bond Fund and the Reserve Fund. The amount of Pledged Revenues collected each year is dependent on tax increment changes in excess of the established base amounts. The Property Tax Base Amount has been established for a 25-year period for the Plan Area; the tax increment period ends in the year 2030. *No Tax Increment may be collected in the Plan Area past 2030 even for the purpose of paying any unpaid debt service.*

See "*INTRODUCTION--Security - Pledged Revenues*" for descriptions of the Pledged Property Tax Revenues, Pledged Property Sales Tax Revenues and applicable definitions. Also see "*REVENUES AVAILABLE FOR DEBT SERVICE*."

Information Related to Pledged Property Tax Revenues. The Property Tax Base Amount is currently \$6,797,645 (**do we have 2024**). However, the Property Tax Base Amount is subject to periodic adjustment as described below; the base has been adjusted over the years as illustrated in "*Ad Valorem Property Tax Data*" below.

See “*Ad Valorem Property Taxes*” below for a description of the statutory provisions applicable to the levy and collection of property taxes. **The Authority itself has no power to levy ad valorem property taxes to pay debt service on the Series 2025 Bonds, nor may the Authority or the City and County compel any other taxing jurisdiction to levy any property tax.**

In years of general reassessment (as described in “*REVENUES AVAILABLE FOR DEBT SERVICE--Ad Valorem Property Taxes*”), the assessed valuation of property within the Plan Area is required to be proportionately adjusted in accordance with such general reassessment. Any increase or decrease in assessed valuation which may occur as a result of such general reassessment is not attributable entirely to the property tax increment. Rather, such increase or decrease is allocated proportionately between the Property Tax Base Amount and the property tax increment so as to maintain the same ratio between the Property Tax Base Amount and the then existing property tax increment as existed prior to the reassessment. In this way, both the Authority and the overlapping taxing jurisdictions receive their proportionate share of any changes in assessed value resulting from statutorily mandated reassessments. All other changes resulting from new development and revaluations become a part of the property tax increment. However, see “*CERTAIN RISK FACTORS--Risks Related to the Pledged Property Tax Revenues*.”

The total amount of Pledged Property Tax Revenues in any given year will be subject to increases or decreases in the total mill levy imposed by the overlapping taxing entities. See “*CERTAIN RISK FACTORS*” and “*REVENUES AVAILABLE FOR DEBT SERVICE*.”

### **Pledged Revenue Historical Coverage**

The following table sets forth the Pledged Revenue for calendar years 2019 through 2024.

|   | 2019           | 2020           | 2021           | 2022           | 2023           | 2024*          |
|---|----------------|----------------|----------------|----------------|----------------|----------------|
| Pledged Property Tax Revenues                     | \$3,940,656.09 | \$3,739,459.96 | \$3,917,936.81 | \$4,267,552.76 | \$4,340,524.55 | \$6,807,773.23 |
| Pledged Sales Tax Revenues                        | 58,742.65      | 36,369.84      | 67,862.10      | 94,944.30      | 97,076.50      | 37,490.36      |
| Series 2005 Debt Service Paid by Pledged Revenues | 3,116,128.02   | 2,872,255.55   | 2,717,271.17   | 3,181,333.73   | 4,088,812.43   | 563,685.31     |
| Pledged Revenues Remaining for Debt Service       | \$ 824,528.07  | \$ 867,204.41  | \$1,200,665.64 | \$1,086,219.03 | \$ 251,712.12  | \$6,244,087.92 |
| Series 2005 Debt Service Due                      |                |                |                |                |                |                |

Source: The Authority 2024.

### **Reserve Fund**

The Series 2025 Bonds also are secured by a Reserve Fund created in the Indenture. The Reserve Fund secures only the Series 2025 Bonds (unless otherwise provided in the documents authorizing the issuance of Additional Bonds).

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\* Through June 2024.



The Reserve Fund is required to be maintained in an amount equal to the “Reserve Fund Requirement,” which will be determined on the date of issuance of the Series 2025 Bonds. The Reserve Fund Requirement is an amount equal to the least of: (a) 10% of the stated principal amount of the Series 2025 Bonds; (b) 100% of the Maximum Annual Debt Service Requirements (defined in Appendix B) on the Outstanding Bonds; or (c) 125% of the Average Annual Debt Service Requirements (defined in Appendix B) on the Outstanding Bonds. If the Reserve Fund secures Additional Bonds, the Reserve Fund Requirement will also include any additional amounts required by the documents authorizing the issuance of the Additional Bonds. Upon issuance of the Series 2025 Bonds, the Reserve Fund Requirement will be \$\_\_\_\_\_;\* that amount is expected to be funded with Series 2025 Bonds proceeds.

Amounts on deposit in the Reserve Fund must be used to pay the principal and interest on the Series 2025 Bonds then coming due in the event that the amount on deposit in the Debt Service Fund is less than the amount coming due. Amounts on deposit in the Reserve Fund may also be used to make the final debt service payments due on the Series 2025 Bonds or for the purpose of discharging the Indenture by paying or providing for the payment of the Series 2025 Bonds. See “*Appendix B - Summary of Certain Provisions of the Indenture - Discharge of Lien*”.

In lieu of cash, the Indenture allows the Authority to substitute a letter of credit, surety bond, insurance policy, agreement guaranteeing payment or other undertaking by a financial institution in satisfaction of the Reserve Fund Requirement, after satisfaction of the requirements of the Indenture.

For further information with respect to the Reserve Fund, see *Appendix B - Summary of Certain Provisions of the Indenture - Reserve Fund*.

### **City and County Reimbursement Agreement**

Any amounts appropriated by the City and County pursuant to the City and County Reimbursement Agreement will also be deposited in the Reserve Fund. Pursuant to the City and County Reimbursement Agreement, the City and County Council has made a non-binding declaration of its intent to appropriate a sufficient amount to replenish the Reserve Fund to the Reserve Fund Requirement, if necessary. *While the City and County Council has agreed in the City and County Reimbursement Agreement to consider appropriating money to replenish deficiencies in the Reserve Fund, the City and County Council may in its sole discretion determine whether to make such an appropriation and is never required to do so.*

Pursuant to the City and County Reimbursement Agreement and the Indenture, following a draw on the Reserve Fund, if at any time the Reserve Fund is not funded at an amount equal to the Reserve Fund Requirement, and to the extent any such deficiency is not replenished from Pledged Revenues as set forth above or from another source, the Trustee shall provide written notice (“*Written Notice*”) to the Executive Director of the Authority and the City Manager setting forth the amount of any such deficiency and requesting that the City and County replenish the Reserve Fund pursuant to and as provided in the City and County Reimbursement Agreement. Any such written notice shall include instructions for making the payment to the Trustee. The City and

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\* Subject to change.

County Reimbursement Agreement provides that within 90 days after the City and County's receipt of a written notice from the Trustee of a draw or a deficiency in the Reserve Fund, to the extent that such draw or deficiency has not been replenished by another source, the City and County shall replenish the Reserve Fund to the Reserve Fund Requirement from legally available funds of the City and County, subject to appropriation by the City and County Council in its sole discretion. Any such City and County payment shall be deposited in the Reserve Fund in immediately available funds pursuant to the instructions set forth in the Written Notice. In the event that the Trustee receives money from the City and County in excess of the amount necessary to restore the Reserve Fund to the Reserve Fund Requirement, any such excess shall be returned to the City and County.

While the City and County Council have agreed in the City and County Reimbursement Agreement to consider appropriating money to replenish deficiencies in the Reserve Fund, the City and County Council may in its sole discretion determine whether to make such an appropriation and is never required to do so. The City and County Reimbursement Agreement shall not create or constitute a debt, liability or multiple fiscal year financial obligation of the City and County. Failure by the City and County Council to appropriate moneys to replenish the Reserve Fund pursuant to the City and County Reimbursement Agreement shall never constitute an Event of Default under the Indenture.

Any City and County replenishment of the Reserve Fund shall constitute a loan from the City and County to the Authority, to be repaid in accordance with the City and County Cooperation Agreement. The Authority's obligation to repay any amounts advanced by the City and County is subordinate and junior to the lien of the Series 2025 Bonds. See "*Appendix B - Summary of Certain Provisions of the Indenture--Flow of Funds*".

### **City and County Cooperation Agreement**

Pursuant to the City and County Cooperation Agreement, the City agrees to divide, allocate and paying into the Special Fund monthly the amount of the Pledged Sales Tax Revenues, excluding any sales taxes produced from transactions in the Excluded TIF Parcels and the proportional shares of the reasonable and necessary costs and expenses of enforcing and collecting the Pledged Sales Tax Revenues in the Plan Area. The City and County have agreed not to decrease, or consent to decrease, the municipal sales tax levy to less than 3.5% and will take no action that would have the effect of reducing the Pledged Sales Tax Revenues from the Plan Area in accordance with the City and County Cooperation Agreement.

### **Additional Bonds**

The Indenture authorizes the issuance of Additional Bonds for the purpose of providing the Authority with funds for any lawful purpose of the Authority, so long as the following requirements are met: (i) no Event of Default has occurred and is at the time continuing under the Indenture; (ii) all amounts required to be on deposit in the funds and accounts established under the Indenture are on deposit therein, or will be on deposit therein upon the issuance of such Additional Bonds; and (iii) the requirements described below (among others) have been satisfied.

Prior to the issuance of Additional Bonds, the Authority must deliver a certificate of the Authority Representative, addressed to the Trustee, establishing that the Pledged Revenues for any period of 12 consecutive calendar months out of the 18 calendar months next preceding the date of the issuance of such Additional Bonds were at least 125% of the Maximum Annual Debt Service Requirements (defined in Appendix B) of the Bonds then Outstanding, and the Additional Bonds proposed to be issued; provided, however, that any Bonds to be refunded with the proceeds of such Additional Bonds shall be excluded for purposes of the calculation.

Notwithstanding the foregoing, in the case of Additional Bonds issued for the purpose of refunding less than all of the Bonds then Outstanding, compliance with the coverage test described in the prior paragraph shall not be required so long as the Debt Service Requirements payable on all Bonds Outstanding after the issuance of such Additional Bonds in each Fiscal Year does not exceed the Debt Service Requirements payable on all Bonds outstanding prior to the issuance of such Additional Bonds in each Fiscal Year.

Each series of Additional Bonds issued pursuant to the Indenture shall be equally and ratably secured with the Series 2025 Bonds and all other series of Additional Bonds, if any, previously issued, without preference, priority or distinction of any such Bonds over any other thereof.

The Authority shall not issue bonds or other securities payable from the Pledged Revenues that have a lien on all or a portion of the Pledged Revenues that is prior and superior to the lien thereon of the Series 2025 Bonds without the prior written consent of the owners of 100% of the aggregate principal amount of the Outstanding Bonds.

## REVENUES AVAILABLE FOR DEBT SERVICE

### General

The Pledged Property Tax Revenues and the Pledged Sales Tax Revenues are the primary sources of revenues available to pay debt service on the Series 2025 Bonds. Descriptions of the property tax, sales tax and related data are presented below.

### Ad Valorem Property Taxes

Property Subject to Taxation. Subject to the limitations imposed by Article X, Section 20 of the State constitution (the Taxpayers Bill of Rights or “TABOR”), the governing body of each of the entities overlapping the Authority has the power to certify to the City and County a levy for collection of ad valorem taxes against all taxable property within the Plan Area.

Property taxes are uniformly levied against the assessed valuation of all property subject to taxation by the Authority. Both real and personal property are subject to taxation, but there are certain classes of property which are exempt. Exempt property includes, but is not limited to: property of the United States; property of the State and its political subdivisions; public libraries; public school property; property used for charitable or religious purposes; nonprofit cemeteries; irrigation ditches, canals, and flumes used exclusively to irrigate the owner’s land; household furnishings and personal effects not used to produce income; intangible personal property; inventories of merchandise and materials and supplies which are held for consumption by a business or are held primarily for sale; livestock; agricultural and livestock products; and works of art, literary materials and artifacts on loan to a political subdivision, gallery or museum operated by a charitable organization. The State Board of Equalization supervises the administration of all laws concerning the valuation and assessment of taxable property and the levying of property taxes.

Calculation of Property Taxes Generally. The calculation of ad valorem tax revenues is described in State law. The taxation process includes the following steps, each of which is described in more detail below.

- Taxable property is first appraised by the County Assessor to determine its statutory “actual” value. See “*Determination of Statutory Actual Value*” below.
- Statutory “actual” value is then multiplied by the appropriate assessment percentage ratio to determine the assessed value of each property. The property types and the assessment ratios are determined by State law. See “*Determination of Assessed Value*” below.
- The mill levy of each taxing entity is then multiplied by the assessed value to determine the amount of property tax levied upon each property by each taxing entity. See “*Taxation Procedure*” below.

The statutes governing each step in this process may be amended by the Legislature to the extent they are not governed by State constitutional provisions, including TABOR. In recent years,

the Legislature has taken action to amend the property taxation statutes, particularly the statutes governing the classes of property and related assessment ratios.

Future legislative actions and/or initiated constitutional amendments or statutory provisions may further amend the property taxation laws.

Determination of Statutory Actual Value. The county assessors annually conduct appraisals to determine, on the basis of statutorily specified approaches, the statutory “actual” value of all taxable property within the county as of January 1. Most property is valued using a market approach, a cost approach or an income approach. Residential property is required to be valued using the market approach. Agricultural property, exclusive of building improvements thereon, is valued by considering the earning or productive capacity of such lands during a reasonable period of time, capitalized at a statutory rate.

The statutory actual value of a property is not intended to represent its current market value, but, with certain exceptions, is determined by the County Assessor utilizing a “level of value” ascertained for each two-year reassessment cycle from manuals and associated data published by the State Property Tax Administrator for the statutorily defined period preceding the assessment date. Under current law, real property is reappraised by the County Assessor’s office every odd numbered year. The statutory actual value is based on the “level of value” for the period one and one-half years immediately prior to the July 1 preceding the beginning of the two-year reassessment cycle (adjusted to the final day of the data-gathering period). For example, values for levy year 2023 (collection year 2024) were based on an analysis of sales and other information for the period January 1, 2020 to June 30, 2022.

The County Assessor may consider market sales from more than one and one-half years immediately prior to July 1 if there were insufficient sales during the stated market period to accurately determine the level of value.

Oil and gas leaseholds and lands, producing mines and other lands producing nonmetallic minerals are valued based on production levels rather than by the base year method. Public utilities are valued by the State Property Tax Administrator based upon the value of the utility’s tangible property and intangibles (subject to certain statutory adjustments), gross and net operating revenues and the average market value of its outstanding securities during the prior calendar year.

Determination of Assessed Valuation. Assessed value, which represents the value upon which ad valorem property taxes are levied, is calculated by the County Assessor as a percentage of statutory actual value. Since 2020, the Legislature has adopted statutes reducing the amount of actual value that is used to determine assessed valuation. The percentage used to calculate assessed valuation, called the assessment rate or the assessment ratio, differs depending upon the classification of each property. *Future actions of the Legislature or future citizen-initiated measures may take additional action to change property classifications, reduce the assessment rates, or change the calculation of statutory actual value for property at any time in the future.*

Prior to tax levy year 2021, the residential assessment rate was adjusted every two years in connection with the general reassessment of property described above. This adjustment was mandated by a provision of the State Constitution (known as “Gallagher”) intended to avoid

extraordinary increases in residential real property taxes when the base year level of value changed. As a result of application of Gallagher and TABOR, the residential assessment ratio declined from 21% to 7.15% of statutory actual value. In November 2020, the State’s voters approved the repeal of Gallagher, and the Legislature is now responsible for setting residential assessment rates.

Since the repeal, the Legislature has adopted property tax-related legislation in each year, including the establishment of different residential assessment rates for school districts and non-school district governments. The following assessment rates are applicable to local government that are not school districts. These changes may be changed by the Legislature in the future; however, pursuant to the requirements of TABOR, any increase would generally require a Statewide vote.

Assessment Rates Applicable to Local Governments – Tax Years 2024-2027<sup>(1)</sup>

| Property Class                     | Tax Year<br>2024     | Tax Year<br>2025 <sup>(2)</sup> | Tax Year<br>2026 <sup>(2)</sup> | Tax Year<br>2027 and<br>later <sup>(2)</sup> |
|------------------------------------|----------------------|---------------------------------|---------------------------------|--|
| Residential                        | 6.7% <sup>(3)</sup>  | 6.25%/6.15% <sup>(4)</sup>      | 6.8%/6.7% <sup>(4)</sup>        | 6.8%/6.7% <sup>(4)</sup>                     |
| Nonresidential                     |                      |                                 |                                 |  |
| Commercial                         | 29.0% <sup>(3)</sup> | 27.0%                           | 25.0%                           | 25.0%  |
| Agricultural/renewable energy      | 26.4                 | 27.0                            | 25.0                            | 25.0   |
| Vacant land                        | 27.9                 | 27.0                            | 26.0                            | 25.0   |
| Producing oil & gas <sup>(5)</sup> | 87.5                 | 87.5                            | 87.5                            | 87.5   |

- (1) “Tax year” refers to the year in which taxes are levied; the collection year is the following calendar year.
- (2) It is not clear that the State can increase the residential rate above these amounts in future years without a Statewide vote under TABOR.
- (3) For 2024, multifamily residential property is assessed at 6.7% of actual value after an actual value adjustment of \$55,000; thereafter it is included in residential property. For 2024, lodging property is assessed at 27.9% of actual value after an actual value adjustment of \$30,000; thereafter it is included in commercial property.
- (4) The tax rate is first percentage shown unless actual valuation growth exceeds 5% in a given year, in which case the rate will decrease to the second percentage shown.
- (5) Based on the selling price of oil and gas.

Reimbursement of “Lost” Revenues to Local Governments. The Legislature also established mechanisms for the State to determine and reimburse local governments (other than school districts) for revenues “lost” as a result of legislation; each county treasurer is required to distribute the total amount received from the State to the eligible local governmental entities within the county as if the revenues had been regularly paid as property taxes. There is no guarantee that the State will have sufficient resources to reimburse local governments for the lost property tax revenues.

Protests, Appeals, Abatements and Refunds. Property owners are notified of the valuation of their land or improvements, or taxable personal property and certain other information related to the amount of property taxes levied, in accordance with statutory deadlines. Property owners are given the opportunity to object to increases in the statutory actual value of such property and

may petition for a hearing thereon before the County's Board of Equalization. Upon the conclusion of such hearings, the County Assessor is required to complete the assessment roll of all taxable property and, no later than August 25th each year, prepare an abstract of assessment therefrom. The abstract of assessment and certain other required information is reviewed by the State Property Tax Administrator prior to October 15th of each year and, if necessary, the State Board of Equalization orders the County Assessor to correct assessments. The valuation of property is subject to further review during various stages of the assessment process at the request of the property owner, by the State Board of Assessment Appeals, the State courts or by arbitrators appointed by the Commissioners. On the report of an erroneous assessment, an abatement or refund must be authorized by the Commissioners; however, in no case will an abatement or refund of taxes be made unless a petition for abatement or refund is filed within two years after January 1 of the year in which the taxes were levied. Refunds or abatements of taxes are prorated among all taxing entities which levied a tax against the property.

Statewide Review. The Legislature is required to cause a valuation for assessment study to be conducted each year to ascertain whether or not county assessors statewide have complied with constitutional and statutory provisions in determining statutory actual values and assessed valuations for that year. The final study, including findings and conclusions, must be submitted to the Legislature and the State Board of Equalization by September 15th of the year in which the study is conducted. Subsequently, the Board of Equalization may order a county to conduct reappraisals and revaluations during the following property tax levy year. Accordingly, the City and County's assessed valuation may be subject to modification following any such annual assessment study.

Homestead/Disabled Veterans Property Tax Exemptions. The Colorado Constitution provides property tax exemptions for qualifying senior citizens (adopted in 2000) and for disabled veterans (adopted in 2006). The senior citizen provision provides that for property tax collection years 2007 and later (except that the exemption was suspended for collection years 2009 to 2012), the exemption is equal to 50% of the first \$200,000 of actual value of residential real property that is owner-occupied if the owner or his or her spouse is 65 years of age or older and has occupied such residence for at least 10 years. The disabled veterans provision provides that for property tax collection years 2008 and later, the same exemption is available to homeowners who have served on active duty in the U.S. Armed Forces and who are rated 100% permanently disabled by the federal government due to a service-connected disability. The State is required to reimburse all local governments for the reduction in property tax revenue resulting from these exemptions; therefore, it is not expected that this exemption will result in the loss of any property tax revenue to the City and County. There is no assurance, however, that the State reimbursement will be received in a time period which is sufficient to replace the reduced property tax revenue.

Taxation Procedure. The County Assessor is required to certify to the City and County the assessed valuation of property within the City and County no later than August 25th of each year. If the County Assessor makes changes in the valuation for assessment or the total actual value prior to December 10, the County Assessor notifies the City and County of those changes. Subject to the limitations of TABOR, based upon the valuation certified by the County Assessor, the City and County Council computes a rate of levy which, when levied upon every dollar of the valuation for assessment of property subject to the City and County's property tax, and together with other legally available Town revenues, will raise the amount required by the City and County in its

upcoming fiscal year. The City and County subsequently certifies to the Commissioners the rate of levy sufficient to produce the needed funds. Such certification must be made no later than December 15th of the property tax levy year for collection of taxes in the ensuing year. The property tax rate is expressed as a mill levy, which is the rate equivalent to the amount of tax per one thousand dollars of assessed valuation. For example, a mill levy of 25 mills would impose a \$250 tax on a parcel of property with an assessed valuation of \$10,000.

The Commissioners levy the tax on all property subject to taxation by the City and County. By December 22nd of each year, the Commissioners must certify to the County Assessor the levy for all taxing entities within the applicable county. If the Commissioners fail to so certify, it is the duty of the County Assessor to extend the levies of the previous year. Further revisions to the assessed valuation of property may occur prior to the final step in the taxing procedure, which is the delivery by the County Assessor of the tax list and warrant to the County Treasurer.

Adjustment of Taxes to Comply with Certain Limitations. Section 29-1-301, C.R.S, contains a statutory restriction limiting the property tax revenues which may be levied for operational purposes to an amount not to exceed the amount of such revenue levied in the prior year plus 5.5% (subject to certain statutorily authorized adjustments).

Property Tax Collections. Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2023 are being collected in 2024 and taxes certified in 2024 will be collected in 2025. Taxes are due on January 1st in the year of collection; however, they may be paid in either one installment (not later than the last day of April) or in two equal installments (not later than the last day of February and June 15th) without interest or penalty. Interest accrues on unpaid first installments at the rate of 1% per month from March 1 until the date of payment unless the whole amount is paid by April 30. If the second installment is not paid by June 15, the unpaid installment will bear interest at the rate of 1% per month from June 16 until the date of payment. Notwithstanding the foregoing, if the full amount of taxes is to be paid in a single payment after the last day of April and is not so paid, the unpaid taxes will bear penalty interest at the rate of 1% per month accruing from the first day of May until the date of payment. The County Treasurer collects current and delinquent property taxes, as well as any interest or penalty, and after deducting a statutory fee for such collection, remits the balance to the City and County on a monthly basis. The payments to the City and County must be made by the 10th of each month and shall include all taxes collected through the end of the preceding month. The County Treasurer also is required to make a second monthly payment to the City and County on or before the 24th day of the months of March, May and June, reflecting taxes collected through the 20th day of the respective month.

All taxes levied on property, together with interest thereon and penalties for default, as well as all other costs of collection, constitute a perpetual lien on and against the property taxed from January 1st of the property tax levy year until paid. Such lien is on a parity with the tax liens of other general taxes. It is the County Treasurer's duty to enforce the collection of delinquent real property taxes by tax sale of the tax lien on such realty. Delinquent personal property taxes are enforceable by distraint, seizure, and sale of the taxpayer's personal property. Tax sales of tax liens on realty are held on or before the second Monday in December of the collection year, preceded by a notice of delinquency to the taxpayer and a minimum of four weeks of public notice of the impending public sale. Sales of personal property may be held at any time after October 1st of the



collection year following notice of delinquency and public notice of sale. There can be no assurance that the proceeds of tax liens sold, in the event of foreclosure and sale by the County Treasurer, would be sufficient to produce the amount required with respect to property taxes levied by the City and County and property taxes levied by overlapping taxing entities, as well as any interest or costs due thereon. Further, there can be no assurance that the tax liens will be bid on and sold. If the tax liens are not sold, the County Treasurer removes the property from the tax rolls and delinquent taxes are payable when the property is sold or redeemed. When any real property has been stricken off to a county and there has been no subsequent purchase, the taxes on such property may be determined to be uncollectible after a period of six years from the date of becoming delinquent and they may be canceled by the Commissioners after that time.

### **Ad Valorem Property Tax Data**

The following table sets forth a five-year history of the total assessed valuation in the Plan Area, the amount of such valuation allocable to the Property Tax Base Amount and the amount allocable to the incremental assessed valuation.

#### History of Assessed Valuations and Mill Levies in the Plan Area

| Levy/<br>Collection<br>Year | Assessed Valuation                                   |                   |                                   | Sample Tax<br>Increment<br>Mill Levy   |
|-----------------------------|--|-------------------|-----------------------------------|--|
|                             | Total Assessed<br>Valuation in Tax<br>Increment Area | Percent<br>Change | Valuation<br>Allocable<br>to Base | Valuation<br>Allocable to<br>Increment |
| 2019/2020                   | \$55,003,431   | 6.96%             | \$4,870,115                       | \$50,133,316                           |
| 2020/2021                   | 59,115,000   | 13.21             | 5,138,968                         | 53,976,032                             |
| 2021/2022                   | 58,111,480   | (8.81)            | 5,441,369                         | 61,381,691                             |
| 2022/2023                   | 62,597,240   | (8.81)            | 5,531,779                         | 57,065,461                             |
| 2023/2024                   | 79,895,920   | 21.65             | 6,797,645                         | 73,098,275                             |

Source: County Assessor's Office, November 2024.

The following table sets forth a history of the Plan Area's ad valorem tax increment collections.

#### Property Tax Increment Collections

| Levy/Collection<br>Year | Taxes Levied | Current Tax<br>Collections <sup>(1)</sup> | Collection Rate |
|-------------------------|--------------|---|-----------------|
| 2019/2020               | \$55,003,431 | \$8,015,420                               | 14.573%         |
| 2020/2021               | 59,115,000   | 8,554,199                                 | 14.470%         |
| 2021/2022               | 68,111,480   | 8,624,792                                 | 12.663%         |
| 2022/2023               | 62,597,240   | 9,140,752                                 | 14.602%         |
| 2023/2024               | 79,895,920   | 9,928,176                                 | 11.050%         |

(1) The City and County Treasurer's collection fees have not been deducted from these amounts. Figures do not include interest, fees and penalties.

(2) Collections through \_\_\_\_\_, 2024.

Sources: City and County Treasurer's Office.

The following table sets forth the assessed valuation of specific classes of real and personal property within the Plan Area based upon the Plan Area's 2024 assessed valuation. As shown

below, multi-family accounts for the largest percentage of the Plan Area's assessed valuation, and therefore it is anticipated that owners of multi-family property will pay the largest percentage of ad valorem property taxes.

#### 2024 Preliminary Assessed Valuation of Classes of Property in the Plan Area

| Class          | Total Assessed Valuation <sup>(1)</sup> | Percent of Total Assessed Valuation |
|----------------|---|-------------------------------------|
| Commercial     | \$26,203,030                            | 31.28%                              |
| Residential    | 10,045,570                              | 11.99                               |
| Multi-Family   | 40,286,460                              | 48.09                               |
| Vacant Land    | 6,098,880                               | 7.28                                |
| State Assessed | 1,140,500                               | 1.36                                |
| TOTAL          | \$83,774,400                            | 100.00%                             |

(1) Preliminary figures as of \_\_\_\_\_, 2024. The final assessed values will not be certified until approximately December 10, 2024.

Source: The City and County Assessor's Office.

Based upon the most recent information available from the City and County, the following table represents the ten largest taxpayers within the Plan Area. No independent investigation has been made of and consequently there can be no representation as to the financial conditions of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the Plan Area.

#### Ten Largest Taxpayers within the Plan Area

| Taxpayer Name                    | 2023 Assessed Valuation | Percentage of Total Assessed Valuation <sup>(1)</sup> |
|----------------------------------|-------------------------|---|
| RAC Arista SPE LLC               | \$12,712,700            | 19.91%  |
| Broomfield Multifamily District  | 8,438,310               | 13.22   |
| Arista Uptown Owner LLC          | 6,374,710               | 9.98  |
| DD Arista Partners LLC           | 5,624,310               | 8.81  |
| Arista Place LLC                 | 4,407,104               | 6.90  |
| AHP Real 3 Denver SPV LLC        | 3,967,380               | 6.21  |
| Arista 36 BP LLC                 | 3,945,010               | 6.18  |
| Arista Place II LLC              | 3,306,390               | 5.18  |
| MacNeil Real Estate Holdings LLC | 3,133,200               | 4.91  |
| Rite-a-Way LLC                   | <u>2,725,830</u>        | <u>4.27</u>   |
|                                  | \$54,634,944            | 89.84%  |

(1) Based on the 2023 assessed valuation of \$\_\_\_\_\_. Do we have 2024?

Source: The City and County Assessor's Office.

#### **Sample Mill Levies Affecting Property Owners within the Plan Area**

Owners of property within the Plan Area are obligated to pay taxes to other taxing entities in which their property is located. As a result, property owners within the Plan Area's boundaries may be subject to different mill levies depending upon the location of their property. The following table reflects a sample mill levy that may be imposed on certain properties within the

Plan Area and is not intended to portray the mills levied against all properties within the Plan Area. Property owners within the Plan Area may be subject to a larger or smaller total mill levy than the sample given in the following table.

Sample Mill Levies Affecting Property Owners within the Plan Area (to come)

| <u>Taxing Entity<sup>(1)</sup></u> | <u>2024 Mill Levy</u> |
|------------------------------------|-----------------------|
|------------------------------------|-----------------------|

\_\_\_\_\_  
(1)

Source: The City and County Assessor's Office.

**Estimated Overlapping General Obligation Debt (to come)**

Certain taxing entities whose boundaries are within or partially within the Plan Area are authorized to incur general obligation debt. The following table sets forth the estimated overlapping general obligation debt chargeable to property owners within the Plan Area as of the date of this Official Statement. Additional taxing entities may overlap the Plan Area in the future.

Estimated Overlapping General Obligation Debt (to come)

| <u>Entity<sup>(1)</sup></u> | <u>2020<br/>Assessed<br/>Valuation<sup>(2)</sup></u> | <u>Outstanding<br/>General<br/>Obligation Debt</u> | <u>Outstanding General<br/>Obligation Debt<br/>Chargeable to<br/>the Plan Area<sup>(3)</sup></u> |             |
|-----------------------------|--|--|--|-------------|
|                             |  |  | <u>Percent</u>   | <u>Debt</u> |

TOTAL

\$

\_\_\_\_\_  
(1)

.

Sources: .

## Budget Summary and Comparison

Set forth in the following tables are a comparison of the 2023 and 2024 budgets for the Broomfield Urban Renewal Fund and the Plan Area, as compared to actual, interim (unaudited) revenues and expenditures for the 12-month periods ended December 1, 2023 and 2024. The table is presented in budgetary (legal) format and is not intended to conform to GAAP. For a representation of fund balances, see the table in “History of Revenues, Expenditures and Changes in Fund Balance” below.

### Budget to Actual Comparison - Broomfield Urban Renewal Authority Fund

|                        | 2023<br>Final<br><u>Budget</u> | 2023 Actual<br>Through<br><u>(December 1)</u> | 2024<br><u>Budget</u> | 2024 Actual<br>Through<br>(December 1) <sup>(1)</sup> |
|------------------------|--------------------------------|---|-----------------------|---|
| Beginning Balance      | \$23,955,338                   |   | \$22,616,662          |   |
| Revenues               | 48,026,040                     |   | 70,956,507            |   |
| Total Sources of Funds | \$71,981,378                   |   | \$93,573,169          |   |
| Expenditures           | 37,404,719                     |   | 58,392,247            |   |
| Ending Balance         | \$34,576,659                   |   | \$35,180,922          |   |

(1) Unaudited, interim information only

Sources: The City and County Budget for Fiscal Year 2023 and 2024.

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Budget to Actual Comparison – Plan Area

|   | 2023<br>Final<br>Budget | 2023 Actual<br>Through<br>(12-1-2023) | 2024<br>Budget      | 2024 Actual<br>Through<br>(12-1-2024) <sup>(1)</sup> |
|---|-------------------------|---------------------------------------|---------------------|--|
| <b>Beginning Balance</b>                          | \$ 1,436,616            |                                       | \$641,352           |  |
| Revenues  |                         |                                       |                     |  |
| Taxes   |                         |                                       |                     |  |
| Property Tax Increment                            | 9,150,093               |                                       | 11,136,437          |  |
| Sales Tax Allocation from City                    | 97,318                  |                                       | 103,179             |  |
| SEF Tax Allocation from City                      | 174,150                 |                                       | 0                   |  |
| <b>TOTAL TAXES</b>                                | <b>\$ 9,421,561</b>     |                                       | <b>11,239,616</b>   |  |
| Interest Earning & Misc. Revenue                  | 0                       |                                       | 0                   |  |
| Intra-Fund Contribution                           |                         |                                       |                     |  |
| Transfer from General Bura (CCOB Debt Obligation) | 0                       |                                       | 1,000,000           |  |
| <b>TOTAL REVENUES</b>                             | <b>\$ 9,421,561</b>     |                                       | <b>\$12,239,616</b> |  |
| <b>TOTAL SOURCES OF FUNDS</b>                     | <b>\$10,858,177</b>     |                                       | <b>\$12,880,968</b> |  |
| <b>Uses of Funds</b>                              |                         |                                       |                     |  |
| Professional Services – Legal                     | \$ 5,000                |                                       | \$5,000             |  |
| Professional Services – Misc.                     | 192,500                 |                                       | 130,000             |  |
| Professional Services – Parking                   |                         |                                       |                     |  |
| Structure Advance for Parking                     | 473,071                 |                                       | 1,004,000           |  |
| Property Tax Cooperation Agreement                | 4,605,900               |                                       | 6,629,267           |  |
| Tri-Party Obligation                              | 250,000                 |                                       | 0                   |  |
| <b>TOTAL EXPENDITURES</b>                         | <b>\$ 5,526,471</b>     |                                       | <b>\$7,768,267</b>  |  |
| <b>Interfund Activities</b>                       |                         |                                       |                     |  |
| Transfer to Debt Service Fund – Bond Payment      | 5,129,293               |                                       | 5,091,231           |  |
| Transfer to Debt Service Fund – Bond Fees         | 3,500                   |                                       | 3,500               |  |
| <b>TOTAL INTERFUND ACTIVITIES</b>                 | <b>\$5,132,793</b>      |                                       | <b>\$5,094,731</b>  |  |
| <b>TOTAL USES OF FUNDS</b>                        | <b>\$10,659,264</b>     |                                       | <b>\$12,862,998</b> |  |
| <b>ENDING BALANCE</b>                             | <b>198,913</b>          |                                       | <b>\$17,970</b>     |  |

(1) Unaudited, interim information only

Sources: The City and County Budget for Fiscal Years 2023 and 2024.

## History of Revenues, Expenditures and Changes in Fund Balance

General. The Authority is a component unit of the City and County for accounting purposes and its funds are included in the City and County's audited financial statements. No separate audited financial statements are available for the Authority. The activities of the Authority with respect to the Plan Area are recorded in the Broomfield Urban Renewal Authority Fund (the "BURA Fund"), which accounts for activity in all of the City and County's Plan Areas. The BURA Fund is an enterprise fund used to account for debt service and capital improvements within the Plan Area that are financed by bond proceeds or by current resources, including Pledged Property Tax Revenues, Pledged Property Sales Tax Revenues, intergovernmental revenue and investment income.

The City and County's audited basic financial statements for the year ended December 31, 2023, including the financial statements for the BURA Fund, are attached to this Official Statement as Appendix A. Those financial statements represent the most recent audited financial statements for the City and County and for the Authority.

*The City and County's audited financial statements are attached to this Official Statement because the financial activity of the Authority is included in them. The Series 2025 Bonds are payable only from the Trust Estate. Inclusion of the City and County's financial statements does not indicate that the Series 2025 Bonds are payable from any revenues shown therein, other than the Pledged Revenues.*

History of Revenues, Expenditures, and Changes in Fund Balance. The following tables provides a comparative history of revenues, expenditures and changes in fund balance in the BURA Fund and for the Plan Area for fiscal years 2019 through 2023. The information in the table for the BURA has been derived from the audited financial information presented in the City and County's audited financial statements for each of those years. The information in the table for the Plan Area have been derived from the budgets presented in the City and County's adopted budgets for each of those years.

The information should be read together with the City and County's 2023 basic audited financial statements (and accompanying notes) appearing in Appendix A. The City and County's audited financial statements and the adopted budgets for preceding years may be obtained from the sources noted in "INTRODUCTION--Additional Information."

Plan Area – History of Revenues, Expenditures and Changes in Fund Balances<sup>(1)</sup>

|   | 2019                 | 2020               | 2021               | 2022                | 2023                |
|---|----------------------|--------------------|--------------------|---------------------|---------------------|
| <b>Beginning Balance</b>  | <u>\$(1,382,507)</u> | <u>\$ -</u>        | <u>\$ 863,411</u>  | <u>\$ 1,848,977</u> | <u>\$ 1,436,616</u> |
| <b>Revenues</b>   |                      |                    |                    |                     |                     |
| Taxes   |                      |                    |                    |                     |                     |
| Property Tax Increment  | 6,893,318            | 8,015,421          | 8,554,200          | 8,624,792           | 9,140,753           |
| Sales Tax Allocation From City                                      | 64,006               | 36,370             | 67,862             | 94,944              | 97,077              |
| <b>Total Taxes</b>  |                      |                    |                    | <b>\$</b>           |                     |
|   | <b>\$ 6,957,324</b>  | <b>\$8,051,791</b> | <b>\$8,622,062</b> | <b>8,719,7396</b>   | <b>\$ 9,237,829</b> |
| <b>Interest Earning &amp; Misc. Revenue</b>                         |                      |                    |                    |                     |                     |
| Advance from N. Park West   | 1,380,935            | -                  | -                  | -                   | -                   |
| Advance from Amended West 120 <sup>th</sup> Avenue Gateway Corridor | 1,407,520            | -                  | -                  | -                   | -                   |
| Advance from Original Broomfield                                    | 780,000              | -                  | -                  | -                   | -                   |
| Advance from North Park   | 160,000              | -                  | -                  | -                   | -                   |
| Advance from Lowell   | 60,000               | -                  | -                  | -                   | -                   |
| Advance from Broomfield Plaza                                       | 354,342              | -                  | -                  | -                   | -                   |
| Repayment Of Parking Advance  | 397,637              | 405,590            | 429,122            | 429,106             | 500,456             |
| <b>Total Interest Earning &amp; Misc. Revenue</b>                   | <b>4,541,234</b>     | <b>405,590</b>     | <b>429,122</b>     | <b>429,106</b>      | <b>500,456</b>      |
| <b>Total Revenues</b>   | <b>\$11,498,558</b>  | <b>\$8,457,381</b> | <b>\$9,051,184</b> | <b>\$ 9,148,842</b> | <b>\$ 9,738,285</b> |
| <b>Total Sources Of Funds</b>                                       | <b>\$10,116,051</b>  | <b>\$8,457,381</b> | <b>\$9,914,595</b> | <b>\$10,997,819</b> | <b>\$11,174,901</b> |
| <b>Uses Of Funds</b>  |                      |                    |                    |                     |                     |
| Professional Services – Legal                                       |                      | 9,350              |                    | -                   | -                   |
| Professional Services – Miscellaneous                               | 4,650                | 57,695             | 22,218             | 3,700               | 163,443             |
| Professional Services – Parking Structure                           |                      | 774,846            | 287,799            | 464,730             | -                   |
| Advance For Parking   | 397,637              | -                  | 429,114            | -                   | 484,249             |
| Parking Structure Bond Payment Coverage                             | 690,000              |                    |                    |                     |                     |
| Other Developer Payments  |                      | 250,000            |                    |                     |                     |
| Utilities   |                      | -                  |                    | -                   | 4,430               |
| Property Tax Cooperation Agreement                                  | 3,525,198            | 4,214,209          | 4,616,625          | 4,662,829           | 4,809,351           |
| Tri-Party Obligation  | 500,000              | 250,000            | 405,000            | 385,000             | 380,000             |
| <b>Total Expenditures</b>   | <b>\$ 5,117,485</b>  | <b>\$5,556,100</b> | <b>\$5,760,756</b> | <b>\$ 5,516,259</b> | <b>\$ 5,841,473</b> |
| <b>Interfund Activities</b>   |                      |                    |                    |                     |                     |
| Transfer To Debt Service Fund – Bond Payment                        | 4,995,566            | 2,033,020          | 2,300,012          | 4,044,944           | 4,679,646           |
| Transfer To Debt Service Fund – Bond Fees                           | 3,000                | 4,850              | 4,850              | -                   | 12,613              |
| <b>Total Interfund Activities</b>                                   | <b>\$4,998,566</b>   | <b>\$2,037,870</b> | <b>\$2,304,862</b> | <b>\$ 4,044,944</b> | <b>\$ 4,692,077</b> |
| <b>Total Uses Of Funds</b>  | <b>\$10,116,051</b>  | <b>\$7,593,970</b> | <b>\$8,065,618</b> | <b>\$ 9,561,203</b> | <b>\$10,553,549</b> |
| <b>Ending Balance</b>   | <b>\$ -</b>          | <b>\$863,411</b>   | <b>\$1,848,977</b> | <b>\$ 1,436,616</b> | <b>\$ 641,352</b>   |

(1) Unaudited, interim information only

Sources: The City and County Budget for Fiscal Years 2019 - 2025.

## BURA Fund - History of Revenues, Expenditures and Changes in Fund Balances

|   | <u>2019</u>        | <u>2020</u>        | <u>2021</u>         | <u>2022</u>         | <u>2023</u>        |
|---|--------------------|--------------------|---------------------|---------------------|--------------------|
| <b>Revenues</b>                                     |                    |                    |                     |                     |                    |
| Property Tax Increment                              | \$15,933,606       | \$21,587,077       | \$27,017,390        | \$39,730,418        | \$39,068,178       |
| Investment earnings                                 | 25,828             | 41,536             | 38,634              | 402,230             | 1,670,593          |
| Miscellaneous                                       | 397,642            | 406,432            | 429,310             | 429,106             | 500,456            |
| Total revenues                                      | <u>16,357,078</u>  | <u>22,035,045</u>  | <u>27,485,334</u>   | <u>40,561,754</u>   | <u>41,239,227</u>  |
| <b>Expenditures</b>                                 |                    |                    |                     |                     |                    |
| Current:  |                    |                    |                     |                     |                    |
| General Government                                  | 16,256,505         | 16,784,259         | 21,666,782          | 32,134,842          | 28,128,658         |
| Capital outlay                                      | 160,066            | 279,935            | 89,479              | 97,471              | 29,730             |
| Total Expenditures                                  | <u>16,416,571</u>  | <u>17,064,194</u>  | <u>21,756,261</u>   | <u>32,232,313</u>   | <u>28,158,388</u>  |
| <b>Excess of revenues over (under) expenditures</b> | (59,493)           | 4,970,851,         | 5,729,073           | 8,329,441           | 13,080,839         |
| <b>Other Financial Sources</b>                      |                    |                    |                     |                     |                    |
| Transfers in  | 3,177,624          | 3,580,228          | 3,614,402           | 4,807,398           | 3,281,530          |
| Transfers out <sup>(2)</sup>                        | (4,998,566)        | (2,037,870)        | (2,304,862)         | (4,044,944)         | (4,692,077)        |
| Sale of Capital Assets <sup>(1)</sup>               | -                  | -                  | -                   | -                   | 5,500              |
| Total Other Financing Sources                       | <u>(1,880,742)</u> | <u>1,542,358</u>   | <u>1,309,540</u>    | <u>762,454</u>      | <u>(1,405,047)</u> |
| <b>Net Change in Fund Balance</b>                   | (1,940,235)        | 6,513,209          | 7,038,613           | 9,091,895           | 11,675,792         |
| <b>Fund balances-January 1</b>                      | <u>3,186,151</u>   | <u>1,245,916</u>   | <u>7,759,125</u>    | <u>14,979,738</u>   | <u>4,770,770</u>   |
| <b>Fund balances-December 31</b>                    | <u>\$1,245,916</u> | <u>\$7,759,125</u> | <u>\$14,797,738</u> | <u>\$23,889,633</u> | <u>\$5,251,427</u> |

(1) Sale of personal property of Event Center

(2) Payments of debt service

Source: Derived from the City and County's audited financial statements for the years ended December 31, 2019 - 2023.

## **Imposition of the Sales Tax**

Authority for Imposition of Sales and Use Tax. The City and County's sales and use tax is imposed pursuant to Chapter 3 (Sales) and Chapter 4 (Use) of the City and County Charter. The total sales and use taxes imposed by the City and County is 4.15%; any further increases to the sales tax are required to be approved by a majority of the registered electors of the City and County. See "*LEGAL MATTERS--Certain Constitutional Limitations.*"

In October 2012, the City and County issued its \$99,310,000 Sales and Use Tax Revenue Refunding Bonds, Series 2012A and \$9,255,000 Taxable Sales and Use Tax Revenue Refunding Bonds, Series 2012B, dated October 25, 2012 (the "*Series 2012 Bonds*") for the purposes of currently refunding four of the City and County's outstanding sales and use bonds. The Series 2012 Bonds are currently outstanding in the principal amount of \$48,410,000 and mature on December 1, 2031. In October 2017, the City and County issued its \$74,040,000 Sales and Use Tax Revenue Bonds, Series 2017, dated October 12, 2017 (the "*Series 2017 Bonds*") for the purpose of widening of Dillon Road/West 144<sup>th</sup> Avenue corridor to four continuous through lanes



and the construction of a new two-story Community Center. The Series 2017 Bonds were issued on parity with the outstanding Series 2012 Bonds. Additionally, the Series 2012 Bonds and 2017 Bonds are also secured by a combined debt service reserve fund account. The Series 2017 Bonds are currently outstanding in the principal amount of \$55,575,000 and mature on December 1, 2037.

The Series 2012 and 2017 Bonds are payable solely from and secured by 1/3 of the Sales and Use Tax revenues and 2/3 of the remaining Sales and Use Tax revenues reduced payments under various individual redevelopment and reimbursement agreement and certain administrative expenses (the “*Pledged Sales and Use Tax*”). The Pledged Sales and Use Tax revenues are not available to replenish the Reserve Fund.

#### General Description of Sales and Use Tax in the City and County.

*Generally.* The imposition, collection and enforcement of the City and County’s sales and use taxes is governed by the City and County Charter. The City and County Sales and Use Tax Charter provides that all sales, transfers or consumption of tangible personal property within the City and County shall be subject to the sales and/or use tax imposed therein, unless the same is specifically exempted from taxation as provided therein. The sales tax is generally levied on sales and services, and the use tax is general levies on the use, storage or consumption of tangible personal property. The primary distinction between the sales tax and the use tax is the manner of collection and remittance. Sales tax is collected from the purchaser/consumer by the person engaged in business and then paid to the City and County.

The use tax is levied directly upon the person who purchases the commodities or services and uses the same in the City and County when City sales tax is not paid at the time of purchase. The City and County’s use tax is divided into the retail/professional (consumer) use tax, builder use tax and automobile use tax.

*Transactions, Commodities and Services Subject to Sales and Use Tax.* The City and County Sales and Use Tax Charter is comprehensive in defining the categories and types of sales, services, tangible property and transactions that are subject to the sales and use tax. Generally, use taxes are due when sales tax has not been paid on the use, storage or consumption of tangible personal property. The City and County Sales and Use Tax Charter is equally detailed in defining those items and services which are exempt from the sales and use tax. The City and County Sales and Use Tax Charter generally provides that every transaction within the City and County is presumed to be taxable and that the burden of proving that a person or transaction is exempt is on the person asserting the claim for exemption. Exemptions include but are not limited to the federal government, charitable organization, cigarettes, schools, prescription drugs, newspapers, sales of commercial aircraft, internet access, and livestock.

Manner of Collection of Sales and Use Tax. The City and County collects the sales and use tax from each retailer. The City and County Finance Director is responsible for the administration of the City and County Sales and Use Tax Charter. The City and County generally requires that any person who wants to conduct business within the City and County must obtain a valid sales and use tax license. Under the City and County Sales and Use Tax Charter every retailer, vendor and wholesaler is liable for the collection of the sales and use tax for sales at retail to the user or consumer. Additionally, a City resident or any person doing business within the City and County

who purchases, leases or receives a grant of a license to use tangible personal property for use, storage or consumption within the City and County from sources outside the City and County and taxable under the Sales and Use Tax Charter, and who has not paid the City and County sales tax, is required to make an application, file a return, and pay the use tax to the City and County. The Finance Director reports that in November 2024 there were 4,120 licensed businesses operating within the City and County.

All sales and use tax revenues collected by a vendor are the property of the City and County. Vendors are responsible for reporting to the City and County Treasurer and paying the sales tax at the rates specified in the City and County Sales and Use Tax Charter during the reporting period, less any specified vendor's fee to cover the taxpayer's cost of collection and reporting. Vendor's fees, which are 3% of the total sales tax due to the City and County, up to \$200, are disallowed on delinquent reports. The City and County Sales and Use Tax Charter requires monthly filings for vendors whose monthly tax is \$300 per month or more shall file returns and pay monthly, taxpayers whose monthly tax is \$300 per month or less may file returns and pay tax quarterly or monthly and taxpayers who monthly tax is \$15.00 per month or less may file a return and pay tax annually, quarterly or monthly. Filings are due on the 20th of the month after the period ends, and timely filing is evidenced by the postmark date.

Use tax on automobiles is collected by the City and County at the time of vehicle registration and remitted to the City and County monthly. Other use taxes are paid as provided in the City and County Sales and Use Tax Charter.

Enforcement and Remedies for Collection of Delinquent Taxes. The City and County's Finance Director is responsible for the collection of the sales and consumer use taxes. Finance Director administers the City and County's tax business licensing and marijuana licensing codes to optimize the collection, recording, reporting, and special allocations of City sales taxes. The Finance Director performs all functions required to collect, record, report, audit City sales taxes and allocate amounts owed by the City and County pursuant to economic development incentive and tax increment financing agreements to which it is a party.

The City and County Sales and Use Tax Charter provides that when the City and County determines that a taxpayer has failed to pay the correct amount of tax, the City and County mails a deficiency notice to the taxpayer. The notice is required to contain a notification that the taxpayer has the right to a hearing on the amount of the deficiency. The taxpayer has 10 days to file a written demand for an information hearing and determination of tax liability. Failure to file the demand constitutes an absolute and final waiver of the taxpayer's right to contest the deficiency with the Finance Director or pursuant to applicable State laws. If the dispute is not resolved by the informal hearing, the taxpayer has additional avenues of appeal as provided in the City and County Sales and Use Tax Charter.

If a delinquency remains outstanding, the Finance Director estimates the tax due with penalties and interest and serves notice to the taxpayer. Unless the taxpayer files a written demand for administrative hearing and determination of tax liability within 10 days, the taxpayer is deemed to have accepted the estimate as a fair and accurate determination of the tax obligation and waives the right to contest amount in the notice of assessment. Late payments are subject a penalty of \$15.00 or 10% of the delinquent tax or deficiency per reporting period, whichever is greater. If

any part of delinquent tax or deficiency is due to fraud with the intent to evade the tax, the penalty is 100% of the total amount of the deficiency. Interest is assessed at the rate of 1% per month, calculated for each month from the due date that a deficiency remains unpaid, up to a maximum of 18 months for a maximum total accumulated interest of 18%. The City and County has a very low delinquency rate, less than 1%.

If it appears that collection of a delinquency is in danger of risk of loss or non-collection, or otherwise in jeopardy, the Finance Director may immediately issue demand for payment. Upon issuance of such demand for payment, the delinquency is due and payable, and the Finance Director may collect by filing of liens upon the property subject to tax, issuance and execution of distraint warrants, or filing of summons and complaint in any competent court, as set forth in the City and County Sales and Use Tax Charter. Generally, assessments, distraints, warrants, notices of lien or writs of collection cannot be made or filed more than three years after the tax was payable. There is no statute of limitations for false or fraudulent returns with an intent to evade the tax or for unlicensed businesses.

The sales and use tax is also a first and prior lien on the goods, stock-in-trade and business fixtures of or used by any retailer under lease, title-retaining contract or other contractual arrangement; and the real and tangible and intangible personal property owned or leased by any person.

## **Sales Tax Data**

History of Sales and Use Tax Collections. The following table sets forth a history of the City and County's total sales and use tax collections for the years shown. The sales and use tax imposed is a rate of 4.15%; effective January 1, 2001. The figures in this table are presented on an accrual basis; revenues are recorded in the period in which the underlying sale occurred rather than in the period in which the moneys were received by the City and County.

| <u>History of Total Sales Tax Collections</u> |                              |                       |
|---|------------------------------|-----------------------|
| <u>Year</u>                                   | <u>Sales Tax Collections</u> | <u>Percent Change</u> |
| 2019  | \$79,596,982                 | -                     |
| 2020  | 78,454,809                   | (1.43)                |
| 2021  | 85,199,007                   | 8.59                  |
| 2022  | 97,917,387                   | 14.92                 |
| 2023  | \$99,771,401                 | 1.89                  |

Source: The City and County 2023 Audited Financials.

Monthly Comparisons of Sales Tax Revenues. The following table present comparisons of monthly sales tax collections and use tax collections generated from the City and County's October 2023 and 2024. total sales tax (at a rate of 4.1%) for the 12-month periods ended October 31, 2023 and 2024. The figures in these tables are unaudited and are intended to illustrate collection trends. The figures in these tables are presented on an accrual basis; revenues are recorded in the period in which the underlying sale occurred rather than in the period in which the moneys were received by the City and County. Additionally, the sales tax collection figures in this table are net of amounts owed by the City and County pursuant to the various economic development incentive and tax increment financing agreements to which it is a party, as well as

amounts collected by the City and County through its sales tax audit program. Accordingly, they differ from figures presented elsewhere in this Official Statement.

Comparison of City and County Total Monthly Sales Tax Collections (Unaudited)

| <u>Month</u> | <u>Twelve-Month Period<br/>Ending October 31 2023</u> |                   | <u>Twelve-Month Period<br/>Ending October 31 2024</u> |                   | <u>Percent Change</u>    |                   |
|--------------|---|-------------------|---|-------------------|--------------------------|-------------------|
|              | <u>Current<br/>Month</u>                              | <u>Cumulative</u> | <u>Current<br/>Month</u>                              | <u>Cumulative</u> | <u>Current<br/>Month</u> | <u>Cumulative</u> |
| November     |   |                   |   |                   |                          |                   |
| December     |   |                   |   |                   |                          |                   |
| January      |   |                   |   |                   |                          |                   |
| February     |   |                   |   |                   |                          |                   |
| March        |   |                   |   |                   |                          |                   |
| April        |   |                   |   |                   |                          |                   |
| May          |   |                   |   |                   |                          |                   |
| June         |   |                   |   |                   |                          |                   |
| July         |   |                   |   |                   |                          |                   |
| August       |   |                   |   |                   |                          |                   |
| September    |   |                   |   |                   |                          |                   |
| October      |   |                   |   | \$62,844,755      |                          |                   |

Source: The City and County.

Comparison of Plan Area Total Yearly Sales Tax Collections (Unaudited)

| <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024<sup>(1)</sup></u> |
|-------------|-------------|-------------|-------------|-------------|---------------------------|
| 640,740     | 431,244     | 804,654     | 1,125,773   | 1,151,055   | 744,117                   |

(1) October 2024

Source: The City and County.

Principal Sales and Use Tax Generators. The major business categories that account for sales tax revenues are electronics, computers and telecommunications for 19% of sales tax revenues, grocery and other Food Stores in the aggregate account for 13 of sales tax revenues, department stores for 12% of sales tax revenues and restaurants account for 11% of sales tax revenues all in 2023.

## THE AUTHORITY

### General

The Authority was created by the City and County in 1986 and is a body corporate duly organized and existing as an urban renewal authority established pursuant to the Act for the purpose of undertaking certain urban renewal activities within the City and County. The boundaries of the Authority are coterminous with the boundaries of the City and County.

The Authority has eight existing urban renewal areas; however, only the area covered by the Wadsworth Interchange Urban Renewal Plan generates Pledged Revenues for the Series 2005 Bonds. Any revenue generated in the other seven plan areas is available only for projects or obligations in those areas.

The Plan Area. The boundaries of the Plan Area include an approximately 301 -acre site located at the southerly limit of the City and County at Wadsworth Boulevard (State Highway No. 121 and U.S. Highway 36). See the “*WADSWORTH INTERCHANGE AREA MAP*” on page -v- of this Official Statement.

### Powers of the Authority

Pursuant to the Act, the Authority is a separate public body politic and corporate and is authorized to exercise broad governmental powers in planning and implementing redevelopment projects. Its powers include the authority to acquire, rehabilitate, administer and sell or lease property. When necessary, the Authority may exercise the right of eminent domain to facilitate acquisition of property and has the power to issue obligations or incur other debt for the purpose of financing the cost of its redevelopment activities and operations. The Authority can cause pavements, sidewalks and other public facilities to be built and installed. The Authority can further prepare for use as a building site any real property which it owns or acquires.

The Authority may pay, out of any funds made available to the Authority for such purposes, all or part of the value of land and the cost of buildings, facilities, structures or other improvements to be publicly owned and operated, provided that such improvements are of benefit to the Plan Area. The Authority must sell or lease remaining property which the Authority acquires within the Plan Area at fair value for redevelopment in conformity with the Plan and may further specify a period within which such redevelopment must begin and be completed or may specify other requirements as it determines to be in the public interest.

### Governing Body

The administration of the Authority is under the direction of the Board of Commissioners of the Authority (the “*Board*”), which is comprised of the Mayor and the City Council of the City and County along with the City and County Manager, City and County Attorney and two (2) other appointed members. The Mayor is the Chairperson, each Commissioner is entitled to one vote, no Commissioner receives compensation for services, but are entitled to reimbursement of necessary expenses incurred in the performance of their duties.

The present Board members, their principal occupations and their terms of office are set forth below.

| Name and Title                  | Principal Occupation     | First Year of Service | Term Expires |
|---------------------------------|--------------------------|-----------------------|--------------|
| Guyleen Castriotta, Chairperson | Mayor/Self-Employed      | 2017                  | 2025         |
| Deven Shaff                     | Teacher                  | 2017                  | 2025         |
| James Marsh-Holschen,           | Analyst                  | 2021                  | 2025         |
| Kenny Van Nguyen                | Executive Assistant      | 2023                  | 2027         |
| Paloma Delgadillo               | Director                 | 2023                  | 2027         |
| Austin Ward                     | RTD Employee and Student | 2021                  | 2025         |
| Jean Lim                        | University Professor     | 2019                  | 2027         |
| Laurie Anderson                 | Consultant               | 2019                  | 2027         |
| Bruce Leslie                    | Retired                  | 2021                  | 2025         |
| Heidi Henkel                    | Volunteer                | 2019                  | 2027         |
| Todd Cohen                      | Director                 | 2021                  | 2025         |
| Elizabeth Law-Evan              | Self-Employed            | 2024                  | 2027         |
| Lori Goldstein                  | Retired Educator         | 2019                  | 2027         |

## Administration and Employees

**Administration.** The Board is responsible for the overall management and administration of the affairs of the Authority. However, the day-to-day operations of the Authority are conducted by the Executive Director.

*Executive Director - Jennifer Hoffman.* Jennifer Hoffman has been serving as the Executive Director since August 2019. Ms. Hoffman began her career with Broomfield in 1999 as the Director of Combined Courts. Over the years she has taken on various roles include leading state/federal government lobbying and serving as the Director of Communication and Governmental Affairs and as an Assistant to the City and County Manager. Ms. Hoffman has a Master of Public Administration from the University of Colorado at Denver.

**Employees.** The Authority has no full-time employees. City administrators and staff provide assistance to the Authority in carrying out its operations. See “*THE CITY AND COUNTY AND CITY FINANCIAL INFORMATION*” for information on the City and County's employees, benefits and pension information.

## Authority Agreements

The Authority is a party to several agreements including the City and County Cooperation Agreement and the Prior Obligations. Those agreements are described below. The Authority is subject to other agreements with respect to other Plan Areas; however, those do not apply to the Plan Area and are not discussed below.

**City and County Cooperation Agreement.** The City and County and the Authority have entered into the Cooperation Agreement to assist the Authority in its operations and activities.

In the Cooperation Agreement, the City and County agree to assist the Authority by making available such employees of the City and County as may be necessary and appropriate to

assist the Authority in carrying out any authorized duty or activity of the Authority pursuant to the Act, the Plan, or any other lawfully authorized duty or activity of the Authority. The City and County agrees to pay to the Authority any Pledged Sales Tax Revenues when, as, and if received by the City and County, but which are due and owing to the Authority pursuant to the Plan and the Act.

Repayment of amounts loaned by the City and County to the Authority, including amounts under the City and County Reimbursement Agreement, are subordinate to the Authority's obligations for the repayment of any bonded indebtedness, including the Series 2025 Bonds.

Prior Agreements. As defined in "INTRODUCTION--Security," the Authority has entered the Prior Obligations; the property tax increment revenue to be applied to those obligations is excluded from the definition of Pledged Property Tax Revenues and accordingly, will be paid prior to the payment of debt service on the Series 2025 Bonds. Each agreement is secured by property tax increment generated within specified areas of the Plan Area.

The following table sets forth information about the Prior Agreements, including the amounts to be paid under each agreement.

Investors are reminded that the amount of property tax increment revenue required to be paid pursuant to each of the Prior Agreements will not constitute Pledged Property Tax Revenue. The property tax increment amounts payable under each agreement are derived from the specific redevelopment project that is the subject of the applicable agreement. This means that portions of the property tax revenue from the Plan Area will be used to pay the Prior Obligations before any property tax increment revenue is available to pay the Series 2025 Bonds.

| <b>Name of Agreement</b>                                   | <b>Source of Payment</b> | <b>Original Amount</b> | <b>Amount Remaining</b> | <b>Termination</b> |
|--|--------------------------|------------------------|-------------------------|--------------------|
| Arista Metropolitan District                               | Property                 | \$31,175,000           |                         | 06/28/2030         |
| North Metro Fire Rescue District                           | Property                 |                        |                         | 06/20/2030         |
| Arista Metropolitan District – Parking Bonds (Subordinate) | Property and Sales tax   | \$19,640,000           | \$11,635,000            | 12/1/2030          |

### **Insurance Coverage**

The activities of the Authority are included in the City and County's insurance coverage. See "THE CITY AND COUNTY--Insurance Coverage."

### **Authority Financial Information**

Budget Process. The Executive Director is responsible for preparing and submitting to the Board an annual budget for the operation of the Authority and to cause the books and accounts of the Authority to be audited annually. The Authority's budget is included in the City and County's budget process, which is described below.

The City and County is required by law to adopt an annual budget setting forth all proposed expenditures for the administration, operation, and maintenance of all offices, departments, boards, commissions, and institutions of the City and County. The budget must show the actual or

estimated deficits from prior years, all debt redemptions and interest charges during the budget year, and all expenditures for capital projects to be undertaken or executed during the budget year. It must also set forth the anticipated income and other means of financing the proposed expenditures for the ensuing fiscal year, which coincides with the calendar year.

Each fall, the City and County Council must propose a budget for the ensuing budget year and cause to be published a notice that such proposed budget is open for inspection by the public. Prior to adoption, any elector of the City and County may register his or her objections to the proposed budget. The City and County must adopt its budget by December 15 by resolution. After adoption of the budget, the City and County Council must enact a corresponding appropriation resolution before the beginning of the fiscal year. Further, the City and County Council must enact a resolution to certify the property tax mill levy. If the City and County fails to file a certified copy of its budget by the following January 31 with the Colorado Division of Local Government in the Department of Local Affairs, the division may authorize the City and County Treasurer to prohibit release of the City and County's tax revenues and other moneys held by the City and County Treasurer until the City and County files its budget.

In general, the City and County cannot expend money for any of the purposes set out in the appropriation resolution in excess of the amount appropriated. However, in the case of an emergency or some contingency which was not reasonably foreseeable, the City and County Council may authorize the expenditure of funds in excess of the budget by adopting a resolution. If the City and County receives revenues which were unanticipated at the time of adoption of the budget, the City and County Council may authorize the expenditure of such revenues by adopting a supplemental budget after notice and hearing.

Financial Statements. The Authority is a component unit of the City and County for accounting purposes and its financial statements are contained within the City and County's audited financial statements. See "THE CITY AND COUNTY AND CITY FINANCIAL INFORMATION--City Financial Statements."

Power to Incur Indebtedness. In order to finance urban renewal activities, the Authority is authorized by the Act to finance projects with the proceeds of loans from the City and County or federal grants and loans. The Authority also is authorized to issue general obligation bonds to which the full faith, credit, and assets (acquired and to be acquired) of the Authority are irrevocably pledged; and special obligations payable solely from and secured by a pledge of any income, proceeds, revenues, or funds of the Authority derived or held by it in connection with the undertaking of any activity of the Authority, including the proceeds of property tax increment financing and sales tax increment financing. Obligations of the Authority also are authorized by resolution of the Board, which is irrevocable while the obligations are outstanding. The Authority currently does not expect to issue any additional tax increment bonds in the near future related to the Plan Area, although it reserves the right to do so upon satisfaction of all legal requirements. See "SECURITY FOR THE SERIES 2025 BONDS--Additional Bonds."

Outstanding Obligations. The Authority currently has obligations pursuant to the various agreements described in "THE AUTHORITY--Authority Agreements." Upon issuance, the Series 2025 Bonds will also be obligations of the Authority.



The City and County may make advances to the Authority pursuant to the Cooperation Agreement or the City and County Reimbursement Agreement. Any advances will constitute a loan and obligation of the Authority which is subordinate to the repayment of the Series 2025 Bonds. Other than the loan previously described, the Authority has no outstanding advances from the City and County with respect to the Plan Area pursuant to the Cooperation Agreement or the City and County Reimbursement Agreement.

The Authority has also entered into agreements with the City and County or other parties with respect to its other Plan Areas. The City and County has also made loans to the Authority with respect to other plan areas; however, those agreements, loans and advances must be repaid from revenues generated by the applicable Plan Area and cannot be repaid from revenues generated in the Plan Area.

The Authority may enter into other agreements or issue bonds with respect to its other plan areas in the future; however, those obligations will not be payable from the Pledged Revenues and are not discussed in this Official Statement.

## THE CITY AND COUNTY AND CITY FINANCIAL INFORMATION

*Because the City and County has agreed to consider appropriating legally available funds to replenish the Reserve Fund, if needed, selected operating and financial information about the City and County is included in this Official Statement. See “SECURITY FOR THE SERIES 2025 BONDS--City Appropriation Covenant.” However, the Series 2025 Bonds are payable only from the Trust Estate. Inclusion of the following information about the City and County and its finances, including the audited financial statements attached hereto as Appendix A, does not indicate that the Series 2025 Bonds are payable from any revenues shown (except to the extent the City and County actually chooses to appropriate legally available funds pursuant to the City and County Reimbursement Agreement). The Series 2025 Bonds are not obligations of the City and County.*

### General

The City and County is a county and municipal corporation of the State located approximately 20 miles north of Denver in the center of the northern front range of the Rocky Mountains. It was originally incorporated in 1961 and became a home rule City and County on adoption of its home rule charter (the “Charter”) in 1974. Prior to 2001, the City was located in the counties of Adams, Boulder, Jefferson and Weld. Following State-wide voter approval received in 1998, the City and County engaged in a three-year transition period to become a consolidated city and county operating under Article XX, Sections 10-13 of the Constitution of the State. In November 2001, all areas within the former City of Broomfield were detached from the counties of Adams, Boulder, Jefferson and Weld and became the City and County.

Today, the City and County encompasses approximately 33.58 square miles located in the northwest quadrant of the Denver metropolitan area, approximately 10 miles from Boulder, Colorado, and approximately 20 miles from Denver. U.S. Highway 36 provides convenient access to the City and County from Denver and Boulder, respectively. Interstate 25 (“I-25”) and the Northwest Parkway toll road also provide access to the City. The City and County provides a full range of municipal and county services to its citizens. The base of the City and County's employment is found in high-tech industries. See “ECONOMIC AND DEMOGRAPHIC INFORMATION.”

### City Council

The City and County has a Council-Manager form of government. The Charter establishes the City Council as the legislative and governing body of the City. The City Council consists often members elected from five wards in the City and an elected Mayor. Following the adoption of the City and County form of government, the Mayor and the City Council continue to be the governing body for the City and County. In addition to their duties regarding City government, they also perform the statutory duties of a Board of County Commissioners.

The members of the City Council are elected for staggered four-year terms at the general municipal election held in November of odd numbered years, and the Mayor is elected from the City at large for a two-year term. A Mayor Pro Tern is elected from among the members of the Council. The Mayor presides at all City Council meetings but votes only in the case of a tie. In addition, the Mayor has the right to veto any ordinance, which veto may be overridden by an

affirmative vote of two-thirds of the entire Council at the next regular Council meeting following the veto.

The present members of the City Council, their occupations, their years of election and the expiration of their respective terms of office are set forth below:

| <u>Name and Title</u>       | <u>Ward</u> | <u>Principal Occupation</u> | <u>First Service Year</u> | <u>Term Expires</u> |
|-----------------------------|-------------|-----------------------------|---------------------------|---------------------|
| Guyleen Castriotta, Mayor   | At Large    | Self-Employed               | 2017                      | 2025                |
| Deven Shaff, Mayor Pro Tern | Ward 3      | Teacher                     | 2017                      | 2025                |
| James March-Holschen        | Ward 1      | Analyst                     | 2021                      | 2025                |
| Kenny Van Nguyen            | Ward I      | Manager                     | 2023                      | 2027                |
| Paloma Delgadillo           | Ward 2      | Director                    | 2023                      | 2027                |
| Austin Ward                 | Ward 2      | RTD Employee and Student    | 2021                      | 2025                |
| Jean Lim                    | Ward 3      | College Professor           | 2019                      | 2027                |
| Laurie Anderson             | Ward 4      | Consultant                  | 2019                      | 2027                |
| Bruce Leslie                | Ward 4      | Retired                     | 2021                      | 2025                |
| Heidi Henkel                | Ward 5      | Executive Director          | 2019                      | 2027                |
| Todd Cohen                  | Ward 5      | Director                    | 2021                      | 2025                |

Pursuant to the Colorado Constitution, City Council members are limited to two consecutive terms of office. City and County voters may lengthen, shorten or eliminate these term limitations; however, such an election has not been held within the City and County.

All legislative powers of the City and County are held by the City Council except as provided in the Charter. The affirmative vote of a majority of the membership of the entire City Council is required for the enactment of any ordinance, except for certain types of ordinances which require the affirmative vote of two-thirds of the entire City Council. The Charter provides for voter referenda and initiatives, pursuant to which voters can require the City Council to submit ordinances to the voters at general or special municipal elections.

### **Administration and Management**

The City and County is administered under a Council-Manager form of government. The City Council is the policy making body. The City Council appoints all boards and commissions, (unless otherwise required by law), the City and County Attorney, Municipal Judges, and the City and County Manager.

*Jennifer Hoffman, City and County Manager.* As provided in the Charter, the City Manager is the chief administrative officer of the City and is responsible to the City Council for the efficient administration of the City and County's affairs.

Jennifer Hoffman has more than 20 years of service to Broomfield, serving in various capacities including the Director of the Combined Courts, Director of Communications and Governmental Affairs, and Assistant City and County Manager. In August 2019, Ms. Hoffman became the first woman City and County Manager after a nationwide recruitment

process. Jennifer holds a Master of Public Administration from the University of Colorado at Denver and has a Bachelor of Science degree in Criminal Justice. Her prior experience includes holding the position of Chief Public Relations Strategist and Project Manager for Monaghan & Associates, Inc., in Denver, a public affairs and governmental relations firm.

*Dan Casey, Deputy City and County Manager.* Dan Casey is a seasoned leader in the government sector, specializing in leadership, organizational management, quality assurance, and process improvement. Mr. Casey joined the City and County in 2018 where he served as the Director of Human Services. Mr. Casey has led initiatives to enhance service delivery, foster collaboration, and promote community well-being.

Mr. Casey's professional career and commitment to service began in 1995 with the Colorado Department of Human Services (CDHS). Over the years, he held several key leadership positions within CDHS, including Director of the Division of Quality Assurance and Quality Improvement (2014-2018), Manager of the Child Welfare 24-Hour Licensing and Monitoring Unit (2009-2014), and Assistant Director of the Platte Valley Youth Services Center (2004-2009) within the Division of Youth Corrections (DYC). He started his career at CDHS as a Youth Correctional Officer and later transitioned to the role of DYC Risk Management Coordinator (2000-2002), where he implemented strategies to mitigate risks, ensure compliance, and improve operational efficiency. In addition, from 2001 to 2004, Dan owned and operated a small landscape construction business, providing him with a unique perspective on leadership and service delivery. Mr. Casey holds a Bachelor degree in Criminal Justice and Criminology from Metropolitan State University of Denver.

*Anna Bertanzetti, Deputy City and County Manager.* Anna began serving as a Deputy City and County Manager for Broomfield in October 2024, following 18 years of service in the Broomfield Community Development Department. She was appointed as the permanent Deputy City and County Manager in November 2024. Anna first joined the Community Development team as a Planner in 2006 and was promoted to Director of Planning in 2017. She later became a Codirector of Community Development in 2020 overseeing the department's Planning, Building, and Administrative Divisions.

Anna has a Masters in Geography from Arizona State University and a Bachelor of Arts in Geography from University of St. Thomas. With over 20 years of experience working in Community Development in Colorado and Arizona, she has strong skills in working to realize a community's goals through collaboration with diverse stakeholders.

*Nancy Rodgers, City and County Attorney.* The City and County Attorney provides legal counsel and representation to the City and County and the City Council in all matters of legal municipal and county concern.

In December 2020, Nancy Rodgers was appointed to serve as the City and County Attorney. Ms. Rodgers has extensive experience in the area of local government law and litigation. Before joining Broomfield, Ms. Rodgers worked for the City of Aurora serving as Deputy City Attorney, managing the office's Public Safety and Litigation team and serving as one of the police legal advisors. Prior to joining the City of Aurora, Nancy was a partner with Kissinger & Fellman, P.C., representing both public and private entities. She specialized in

employment law, local government law, civil litigation, telecommunications law and transportation law. Ms. Rodgers earned her undergraduate degree from Colorado State University, her master's degree in higher education from the University of Georgia, and her law degree from the University of Denver Sturm College of Law in 2004.

*Graham Clark, Director of Finance.* Graham Clark joined the City and County in April 2023 as Deputy Director. He now leads the Finance team as the Director of Finance. Prior to joining the City and County, he served as financing manager of utilities at the City of Boulder. Prior to that he was the accounting manager at the City of Louisville. Mr. Clark has more than twenty years' experience in the finance industry, including positions with Whole Foods and Procter and Gamble. He holds a Bachelor of Science degree in Finance from the University of Iowa.

*Jeff Romine, Economist.* Jeff Romine joined the City and County in 2019. Prior to joining the City and County, he was the chief economist and strategic advisor for the City and County of Denver and worked in the Denver Economic Development and Opportunity division. Mr. Romine focuses on catalytic development projects, development finance, business and housing development and fiscal and economic sustainability. Mr. Romine holds a Bachelor of Business Administration, a Master's degree and doctoral studies in economic and public policy at the University of Colorado.

## **Employees; Benefits and Pension Matters**

Employees. Personnel-related expenses account for the largest portion of the City and County's budget. In January 2025, the City and County has 957 full-time benefited employees and 39.58 part-time employees. No City employees are represented by bargaining units. According to the Human Resources Director, the state of the City and County's employee relations is very stable and healthy.

Benefits. Full-time and Part-time (budgeted at 20 hours or more per week) are eligible for retirement, life insurance, long term disability and health benefits. Health Benefits include: Medical, Dental, Vision, Flex, and other voluntary plans.

Retirement Matters. Information regarding the City and County's Retirement Plans may be found in Note 8 to the financial statements that are attached to this Official Statement as Appendix A.

No Other Post-Employment Benefits. Other than its participation in the firefighter and police retirement plans discussed above, the City does not provide any other post-employment benefits ("OPEB") to its employees.

Other Postemployment Benefits ("OPEB"). The City and County does not provide any additional OPEB.

## **City Insurance Coverage/Risk Management**

The City and County Council acts to protect the City and County (and the Authority) against loss and liability by membership in the Colorado Intergovernmental Risk Sharing Agency

(“CIRSA”), a separate and independent governmental and legal entity that provides insurance coverage and risk management services to its municipal members. CIRSA provides property coverage (including auto physical damage), liability coverage (including general liability, auto liability, law enforcement liability, public officials’ errors and omissions liability) and crime coverage (including employee dishonesty and money and securities coverage) to the City and County. The current CIRSA coverage expires and will renew for another year on January 1, 2025. See Note 12 in the audited financial statements attached hereto as Appendix A for further information. In the opinion of the City and County Risk Administrator, the City and County’s insurance policies provide adequate insurance protection for the City and County.

## **City Financial Statements**

The Charter requires that an independent certified audit be made of all City accounts annually, and more frequently if determined necessary by the City and County Council. The “Colorado Local Government Audit Law” requires that an annual audit be made of the City and County’s financial affairs at the end of the Fiscal Year. The audited financial statements must be filed with the City and County Council by June 30 of each year and with the State auditor 30 days thereafter. Failure to comply with this requirement to file an audit report may result in the withholding of the City and County’s property tax revenues by the City and County treasurer pending compliance.

The City and County’s audited financial statements as of and for the year ended December 31, 2023, are attached to this Official Statement as Appendix A. Such financial statements represent the most current audited financial information available for the City and County.

Awards. The City and County received the Certificate of Achievement for Excellence in Financial Reporting awarded by the GFOA for its 2022 ACFR. Such certificate is the highest form of recognition in governmental financial reporting and is awarded to governmental entities whose comprehensive annual financial reports are judged to conform substantially to program standards. The City has received this award for 35 consecutive years. The City has submitted its 2023 ACFR for award consideration.

## **Governmental Funds; Sources of General Fund Revenue**

General. The accounts of the City and County are organized and operated on a fund basis. The City and County maintains only Governmental Funds. Governmental Revenues are collected by the City and County and allocated to the City and County’s General Fund and other governmental funds. The General Fund is the governmental fund utilized for the administration and operation of the City and County. The City and County prepares a balanced budget for each of its Governmental Funds, including the General Fund, matching anticipated expenses to anticipated revenues and existing fund balance.

General Fund Reserve Policy. The City and County Council has adopted a Reserve Policy (the “Reserve Policy”). The Reserve Policy sets a minimum unrestricted fund balance of at least ten percent (10%) of its General Fund operating costs with a goal of twenty percent (20%) of current year expenditures for operations.

General Fund Revenues. The sources of revenue in the General Fund include: sales and use tax, vehicle use tax, ad valorem property taxes, franchise taxes, lodgers and other taxes, license and permit revenues, intergovernmental revenues, charges for services, fines and forfeitures, investment income and miscellaneous income.

Sales Tax and Use Tax revenues comprise largest share of the City and County's General Fund revenues, accounting for approximately 38% and 36% of General Fund revenues in 2022 and 2023, respectively. See "*Imposition of the Sales and Use Tax*" below for more information on the City and County ordinances related to the collection of Sales and Use Tax.

### **History of Revenues, Expenditures and Changes in Fund Balances - City General Fund**

The following table provides a comparative history of revenues, expenditures and changes in fund balance in the City and County's General Fund for fiscal years 2019 through 2023. The information in this table has been derived from the audited financial information presented in the City and County's audited financial statements for those years. The information should be read together with the City and County's fiscal year 2020 basic financial statements (and accompanying notes) appearing in Appendix A. Preceding years' financial statements may be obtained from the sources noted in "INTRODUCTION--Additional Information."

Prospective investors should be aware that the Series 2025 Bonds are payable solely from the Trust Estate. Inclusion of the following material is for informational purposes only and does not imply that the Series 2025 Bonds constitute a general obligation of the City and County or a lien on any City revenues. *The General Fund is not pledged to pay debt service on the Series 2025 Bonds; however, the City and County may use legally available revenues in the General Fund to appropriate funds pursuant to the City and County Reimbursement Agreement, to the extent it chooses to do so.*

City General Fund-Statement of Revenues, Expenditures and Changes in Fund Balances

| <b>Revenues</b>  | Year Ended December 31, |                     |                     |                     |                     |
|--|-------------------------|---------------------|---------------------|---------------------|---------------------|
|  | <u>2019</u>             | <u>2020</u>         | <u>2021</u>         | <u>2022</u>         | <u>2023</u>         |
| <b>Taxes</b>   |                         |                     |                     |                     |                     |
| Property   | \$27,304,235            | \$30,951,235        | \$31,681,018        | \$34,823,742        | \$37,172,206        |
| Sales and Use  | 40,110,445              | 37,180,183          | 41,048,309          | 45,965,618          | 49,736,978          |
| Lodging  | -                       | -                   | -                   | -                   | -                   |
| Other  | 6,386,342               | 6,252,029           | 6,544,692           | 7,395,566           | 7,513,298           |
| Licenses and Permits   | 3,573,558               | 3,721,916           | 4,054,221           | 4,770,978           | 3,976,497           |
| Intergovernmental  | 3,175,512               | 9,639,647           | 5,544,353           | 6,478,194           | 11,459,672          |
| Charges for Services   | 17,449,037              | 13,614,833          | 17,234,935          | 18,340,407          | 20,052,240          |
| Fines and Forfeitures  | 723,830                 | 513,145             | 654,880             | 559,229             | 472,016             |
| Lease Income   | -                       | -                   | -                   | 10,663              | -                   |
| Investment Earnings (losses)                                     | 1,734,038               | 1,898,208           | 15,165              | (1,478,471)         | 5,501,788           |
| Contributions  | -                       | 5,000               | -                   | 1,889,990           | 843,400             |
| Miscellaneous  | 352,304                 | 1,041,898           | 385,364             | 754,543             | 1,341,891           |
| <b>Total Revenues</b>  | <b>100,809,301</b>      | <b>104,818,898</b>  | <b>107,162,937</b>  | <b>119,510,459</b>  | <b>138,069,988</b>  |
| <b>Expenditures</b>  |                         |                     |                     |                     |                     |
| <b>Current</b>   |                         |                     |                     |                     |                     |
| General government   | 26,758,221              | 29,368,260          | 31,933,832          | 35,541,828          | 38,185,206          |
| Public Safety  | 29,001,941              | 29,948,923          | 32,640,214          | 33,915,409          | 37,393,312          |
| Community Development  | 5,945,561               | 5,097,831           | 5,583,265           | 6,218,846           | 8,889,371           |
| Public Works   | 2,584,454               | 2,207,530           | 2,883,564           | 3,228,865           | 3,666,238           |
| Parks and Recreation   | 13,527,871              | 11,399,818          | 14,217,416          | 16,069,837          | 18,827,739          |
| Facility Maintenance   | 4,262,492               | 4,318,257           | 5,297,547           | 5,863,305           | 6,193,381           |
| Health and Human Services  | 3,927,974               | 4,588,359           | 5,268,462           | 5,544,132           | 5,870,369           |
| Capital Outlay   | 593,995                 | 1,019,006           | 388,365             | 768,688             | 4,104,280           |
| <b>Debt Service</b>  |                         |                     |                     |                     |                     |
| Principal  | -                       | -                   | -                   | 470,160             | 1,674,237           |
| Interest   | -                       | -                   | -                   | 6,632               | 81,686              |
| Other  | -                       | -                   | -                   | -                   | -                   |
| <b>Total Expenditures</b>  | <b>86,572,509</b>       | <b>87,947,984</b>   | <b>98,212,665</b>   | <b>107,627,702</b>  | <b>124,885,819</b>  |
| <b>Excess (deficiency) of revenues over (under) expenditures</b> | <b>14,263,792</b>       | <b>16,870,110</b>   | <b>8,950,272</b>    | <b>11,882,757</b>   | <b>13,184,169</b>   |
| <b>Other Financing Sources (Uses)</b>                            |                         |                     |                     |                     |                     |
| Issuance of Debt   | -                       | -                   | -                   | -                   | -                   |
| Lease/Subscription Proceeds                                      | -                       | -                   | -                   | 91,118              | 2,142,400           |
| Transfers In   | 772,631                 | 383,650             | -                   | 4,226,185           | 921,830             |
| Transfers Out  | (7,125,153)             | (8,359,467)         | (6,312,439)         | (11,801,882)        | (10,325,803)        |
| Sale of Capital Assets   | 212,950                 | 127,629             | 216,082             | 145,350             | 241,092             |
| <b>Total Other Financing Sources</b>                             | <b>(6,139,572)</b>      | <b>(7,848,188)</b>  | <b>(6,096,357)</b>  | <b>(7,338,229)</b>  | <b>(7,020,481)</b>  |
| <b>Net change in fund balances</b>                               | <b>8,097,220</b>        | <b>9,021,922</b>    | <b>2,853,915</b>    | <b>4,543,528</b>    | <b>6,163,688</b>    |
| <b>Fund balances, January 1 (1)</b>                              | <b>31,658,534</b>       | <b>39,755,754</b>   | <b>48,777,676</b>   | <b>51,631,591</b>   | <b>56,175,119</b>   |
| <b>Fund balances, December 31</b>                                | <b>\$39,755,754</b>     | <b>\$48,777,676</b> | <b>\$51,631,591</b> | <b>\$56,175,119</b> | <b>\$62,338,807</b> |

Source: Derived from the City and County's audited financial statements for the years ended December 31, 2019 through 2023.



## City Debt Structure

The following is a general discussion of the City and County's authority to incur general obligation indebtedness and other financial obligations and the amount of such obligations currently outstanding.

Authorization of Debt and Other Obligations. General obligation indebtedness and other obligations of the City and County may be incurred as provided in the Charter and TABOR. The City and County Council has the power to contract indebtedness on behalf of the City and County for any municipal purpose and may issue the following securities to evidence such indebtedness: (a) short-term notes; (b) general obligation bonds; (c) revenue bonds; (d) special or local improvement bonds; and (e) any other legally recognized form of security (including capital lease obligations). TABOR requires the City and County to hold an election prior to the issuance of most securities, with the exception of short-term notes, refunding securities, enterprise obligations and annually appropriated obligations. See "LEGAL MATTERS—Certain Constitutional Limitations."

Limitation on Indebtedness. Pursuant to the City and County Charter, the total outstanding general obligation indebtedness of the City and County may not exceed 3% of the assessed valuation of taxable property within the City and County as determined by the City and County assessor for the last preceding assessment. Based on the City and County's preliminary certified assessed valuation for 2024 (for collection of taxes in 2023) of \$\_\_\_\_\_, the City and County's debt limitation is \$\_\_\_\_\_. The City and County Charter specifically excludes from the limitation any indebtedness for the acquisition or extension of a waterworks system, municipal storm sewer or sanitary sewer systems; short-term notes; special or local improvement securities; securities payable from the revenues of an income-producing system, utility, project, or any other capital improvement or from City sales or use taxes; and long-term installment contracts other than real property acquisitions, rentals and leaseholds. The City and County presently has no general obligation bonds outstanding.

Revenue Obligations. The City and County Council has the power to issue revenue bonds for, generally, any capital improvement purpose payable from the revenues derived from the operation of the project, facility or improvement constructed or installed or from the available proceeds of City sales and use taxes.

Special and Local Improvement Obligations. The City and County currently has no special or local improvement obligations outstanding.

Short Term Borrowing. The City and County may borrow funds which must mature before the close of the fiscal year in which the money is borrowed, in anticipation of the collection of taxes or other revenues. The City and County currently has no short-term obligations outstanding.

Contracts and Leases. The City and County Council has the authority to enter into installment or lease option contracts for the purchase of land, buildings, equipment and other property for governmental or proprietary purposes. The term of any such contract may not extend over a period greater than the estimated useful life of the property or equipment. The City and County Council may provide for the payment of such obligations at its discretion from any

available municipal revenues. The obligation created under such leases or contracts does not constitute an indebtedness of the City and County. See Note 14 of the audited financials in Appendix A.

Component Units. The City and County's financial statements also reflect the long-term obligations of certain component units of the City and County, including the Authority, even though the City and County has no obligation to repay those obligations.

Once issued, the Series 2025 Bonds will constitute component unit obligations.

## ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in and surrounding the City and County. The City and County is made up of an area formerly located in Adams, Boulder, Jefferson and Weld Counties and has officially existed only since November 2001.

This portion of the Official Statement is intended only to provide prospective investors with general information regarding the City and County's community. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The City and County makes no representation as to the accuracy or completeness of data obtained from parties other than the City and County.

### Population

The following table sets forth the respective populations of the City and County, the Denver-Aurora Core Based Statistical Area (the "Denver-Aurora CBSA") and the State for the time periods shown. The Denver-Aurora CBSA is comprised of six metropolitan counties and four bordering counties: Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson and Park. Between 2010 and 2020, the population of the City and County increased 32.6%. During the same time period, the populations of the Denver-Aurora CBSA and the State increased 16.5% and 14.8%, respectively.

| <u>Population</u>   |                                     |                   |                           |                   |           |                   |
|---------------------|-------------------------------------|-------------------|---------------------------|-------------------|-----------|-------------------|
| Year                | City and<br>County of<br>Broomfield | Percent<br>Change | Denver-<br>Aurora<br>CBSA | Percent<br>Change | Colorado  | Percent<br>Change |
| 1980                | n/a                                 | --                | 1,450,768                 | --                | 2,889,735 | --                |
| 1990                | n/a                                 | --                | 1,650,489                 | 13.8%             | 3,294,394 | 14.0%             |
| 2000 <sup>(1)</sup> | 38,272                              | --                | 2,196,957                 | 33.1              | 4,301,261 | 30.6              |
| 2010                | 55,889                              | 46.0%             | 2,543,482                 | 15.8              | 5,029,196 | 16.9              |
| 2020                | 74,112                              | 32.6              | 2,963,821                 | 16.5              | 5,773,714 | 14.8              |
| 2021                | 75,419                              | --                | 2,977,806                 | --                | 5,811,121 | --                |
| 2022                | 76,164                              | 1.0%              | 2,985,929                 | 0.3%              | 5,840,234 | 0.5%              |
| 2023                | 76,853                              | 0.9               | 3,004,095                 | 0.6               | 5,876,300 | 0.6               |

<sup>(1)</sup> The Colorado State Demography Office adjusted the 2000 figures for the City and County and the Denver-Aurora CBSA to reflect the creation of the City and County in 2001.

Sources: United States Department of Commerce, Bureau of the Census (1980 to 2020 figures) and Colorado State Demography Office (2021 to 2023 figures, which are subject to revisions).

## Income

The following table sets forth annual per capita personal income levels for the City and County, the Denver-Aurora CBSA, the State and the nation.

| <u>Annual Per Capita Personal Income</u> |                           |                    |          |               |
|--|---------------------------|--------------------|----------|---------------|
| Year <sup>(1)</sup>                      | City/County of Broomfield | Denver-Aurora CBSA | Colorado | United States |
| 2019                                     | \$72,546                  | \$67,585           | \$61,276 | \$55,566      |
| 2020                                     | 74,923                    | 71,292             | 64,693   | 59,123        |
| 2021                                     | 81,234                    | 79,446             | 71,706   | 64,460        |
| 2022                                     | 85,815                    | 86,141             | 76,674   | 66,244        |
| 2023                                     | 90,712                    | 89,297             | 80,068   | 69,810        |

(1) Figures for the City and County and the Denver-Aurora CBSA updated November 14, 2024. Figures for the State and the nation updated September 27, 2024. All figures are subject to periodic revisions.

Source: United States Department of Commerce, Bureau of Economic Analysis.

## Employment

The following table presents information on employment within the City and County, the Denver-Aurora CBSA, the State and the nation for the period indicated.

| <u>Labor Force and Percent Unemployed</u> |  |                    |                                   |                    |                                  |                    |                    |
|---|--|--------------------|-----------------------------------|--------------------|----------------------------------|--------------------|--------------------|
| Year                                      | City/County of Broomfield <sup>(1)</sup> |                    | Denver-Aurora CBSA <sup>(1)</sup> |                    | State of Colorado <sup>(1)</sup> |                    | United States      |
|   | Labor Force                              | Percent Unemployed | Labor Force                       | Percent Unemployed | Labor Force                      | Percent Unemployed | Percent Unemployed |
| 2019                                      | 40,197                                   | 2.4%               | 1,654,943                         | 2.6%               | 3,104,684                        | 2.7%               | 3.7%               |
| 2020                                      | 40,347                                   | 6.1                | 1,647,453                         | 7.0                | 3,082,228                        | 6.8                | 8.1                |
| 2021                                      | 41,430                                   | 4.6                | 1,693,410                         | 5.5                | 3,149,673                        | 5.5                | 5.3                |
| 2022                                      | 42,376                                   | 2.6                | 1,720,349                         | 3.0                | 3,186,932                        | 3.1                | 3.6                |
| 2023                                      | 43,062                                   | 3.0                | 1,742,191                         | 3.2                | 3,230,482                        | 3.2                | 3.6                |
| <u>Month of October</u>                   |  |                    |                                   |                    |                                  |                    |                    |
| 2023                                      | 43,123                                   | 3.2%               | 1,742,365                         | 3.2%               | 3,244,344                        | 3.2%               | 3.8%               |
| 2024                                      | 43,455                                   | 4.4                | 1,755,135                         | 4.5                | 3,272,611                        | 4.4                | 4.1                |

(1) Figures for the City and County, the Denver-Aurora CBSA and the State are not seasonally adjusted.

Sources: State of Colorado, Department of Labor and Employment, Labor Market Information, Labor Force Data and United States Department of Labor, Bureau of Labor Statistics.

The following table sets forth the number of individuals employed within selected industries in the City and County of Broomfield that are covered by unemployment insurance. In 2023, the largest employment sector in the City and County of Broomfield was professional and technical services (comprising approximately 15.0% of the county's work force), followed, in order, by information, manufacturing, retail trade, and health care and social assistance. For the twelve-month period ended December 31, 2023, total average employment in the City and County of Broomfield increased 2.4% as compared to the twelve-month period ending December 31, 2022, and average weekly wages increased 1.4% during the same time period.

Average Number of Employees within Selected Industries – City and County of Broomfield

| Industry                                | 2019               | 2020               | 2021               | 2022               | 2023               | 2024 <sup>(3)</sup> |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Accommodation and Food Services         | 3,506              | 2,795              | 2,947              | 3,302              | 3,503              | 3,376               |
| Administrative and Waste Services       | 1,619              | 1,650              | 1,761              | 1,703              | 1,635              | 1,514               |
| Agriculture, Forestry, Fishing, Hunting | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup>  |
| Arts, Entertainment and Recreation      | 405                | 308                | 365                | 411                | 442                | 491                 |
| Construction                            | 2,331              | 2,172              | 1,957              | 1,910              | 1,990              | 1,648               |
| Educational Services                    | 610                | 487                | 563                | 597                | 637                | 693                 |
| Finance and Insurance                   | 1,685              | 1,667              | 1,490              | 1,798              | 1,756              | 1,713               |
| Government                              | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup>  |
| Health Care and Social Assistance       | 2,879              | 3,205              | 3,487              | 3,696              | 3,876              | 3,856               |
| Information                             | 4,899              | 5,019              | 4,899              | 5,232              | 5,223              | 4,175               |
| Management of Companies/Enterprises     | 3,694              | 3,772              | 3,924              | 3,892              | 3,685              | 4,118               |
| Manufacturing                           | 4,435              | 4,142              | 4,177              | 4,549              | 4,300              | 3,906               |
| Mining                                  | 81                 | 75                 | 70                 | 28                 | 15                 | 12                  |
| Non-classifiable                        | 15                 | n/a <sup>(2)</sup> | 13                 | 22                 | 19                 | 1                   |
| Other Services                          | 777                | 736                | 758                | 818                | 887                | 861                 |
| Professional and Technical Services     | 5,425              | 5,327              | 5,671              | 6,324              | 6,521              | 6,506               |
| Real Estate, Rental and Leasing         | 414                | 419                | 436                | 471                | 466                | 481                 |
| Retail Trade                            | 4,529              | 3,973              | 4,011              | 4,050              | 4,278              | 4,007               |
| Transportation and Warehousing          | 406                | 397                | 404                | 441                | 784                | 1,042               |
| Utilities                               | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup> | n/a <sup>(2)</sup>  |
| Wholesale Trade                         | <u>1,388</u>       | <u>1,444</u>       | <u>1,471</u>       | <u>1,799</u>       | <u>1,917</u>       | <u>1,801</u>        |
| Total <sup>(1)</sup>                    | <u>40,509</u>      | <u>38,851</u>      | <u>39,666</u>      | <u>42,361</u>      | <u>43,378</u>      | <u>41,592</u>       |

(1) Figures may not equal totals when added due to the rounding of averages or the inclusion in the total figure of employees that were not disclosed in individual classifications.

(2) Figures were not released due to confidentiality.

(3) Figures are averaged through the first quarter of 2024.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW).

The following table shows the number of individuals employed within selected Denver-Aurora CBSA industries that are covered by unemployment insurance. In 2023, the largest employment sector in the Denver-Aurora CBSA was health care and social assistance (comprising approximately 12.4% of the metro area's work force), followed in order by professional and technical services, accommodation and food services, retail trade, and educational services. For the twelve-month period ending December 31, 2023, total average employment in the Denver-Aurora CBSA increased approximately 2.3% as compared to the same twelve-month period ending December 31, 2022.

**Average Number of Employees within Selected Industries - Denver-Aurora CBSA**

| Industry                                | 2019             | 2020             | 2021             | 2022             | 2023             | 2024 <sup>(2)</sup> |
|---|------------------|------------------|------------------|------------------|------------------|---------------------|
| Accommodation and Food Services         | 144,777          | 111,871          | 124,453          | 139,924          | 145,310          | 138,864             |
| Administrative and Waste Services       | 100,750          | 91,081           | 95,917           | 100,893          | 100,181          | 94,527              |
| Agriculture, Forestry, Fishing, Hunting | 4,164            | 4,436            | 4,743            | 4,335            | 3,714            | 3,122               |
| Arts, Entertainment and Recreation      | 32,065           | 22,827           | 26,168           | 30,491           | 33,574           | 30,354              |
| Construction                            | 102,079          | 100,672          | 101,561          | 105,030          | 106,780          | 103,159             |
| Educational Services                    | 111,885          | 108,109          | 107,869          | 111,338          | 115,999          | 117,897             |
| Finance and Insurance                   | 78,320           | 78,237           | 79,799           | 80,971           | 78,892           | 76,255              |
| Government                              | 74,322           | 73,823           | 73,285           | 74,475           | 79,376           | 79,684              |
| Health Care and Social Assistance       | 185,801          | 181,129          | 186,992          | 190,774          | 199,449          | 201,579             |
| Information                             | 51,705           | 51,884           | 53,283           | 55,109           | 53,616           | 51,221              |
| Management of Companies/Enterprises     | 34,308           | 33,887           | 34,748           | 35,937           | 37,065           | 36,752              |
| Manufacturing                           | 70,997           | 69,354           | 70,204           | 71,774           | 69,805           | 67,056              |
| Mining                                  | 10,916           | 8,883            | 8,188            | 8,135            | 8,079            | 7,470               |
| Non-Classifiable                        | 133              | 129              | 173              | 275              | 531              | 103                 |
| Other Services                          | 47,263           | 42,663           | 44,789           | 47,737           | 49,831           | 50,106              |
| Professional and Technical Services     | 147,103          | 149,456          | 160,278          | 175,622          | 181,428          | 183,368             |
| Real Estate, Rental and Leasing         | 31,532           | 30,384           | 32,375           | 34,065           | 34,300           | 33,675              |
| Retail Trade                            | 138,864          | 132,282          | 136,947          | 136,864          | 138,518          | 135,686             |
| Transportation and Warehousing          | 69,406           | 72,725           | 74,830           | 79,193           | 81,867           | 82,949              |
| Utilities                               | 5,887            | 6,037            | 6,186            | 6,431            | 6,762            | 6,727               |
| Wholesale Trade                         | 74,394           | 72,945           | 74,020           | 78,318           | 78,976           | 79,435              |
| Total <sup>(1)</sup>                    | <u>1,518,254</u> | <u>1,444,289</u> | <u>1,498,191</u> | <u>1,569,810</u> | <u>1,606,400</u> | <u>1,582,077</u>    |

(1) Figures may not equal totals when added due to the rounding of averages or the inclusion in the total figure of employees that were not disclosed in individual classifications.

(2) Figures are averaged through the first quarter of 2024.

Source: State of Colorado, Department of Labor and Employment, Labor Market Information, Quarterly Census of Employment and Wages (QCEW).

## Major Employers

The following table sets forth a brief description of the largest employers in the City and County. No independent investigation of the stability or financial condition of the employers listed hereafter has been conducted; therefore, no representation can be made that these employers will continue to maintain their status as major employers in the City and County.

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### Top Ten Private Employers in the City and County of Broomfield

| <u>Name of Employer</u>                 | <u>Product or Service</u>             | <u>Estimated<br/>Number of<br/>Employees</u> |
|---|---------------------------------------|--|
| Oracle America                          | Software and Network Computer Systems | 1,650  |
| Intermountain Health Care               | Healthcare                            | 1,550  |
| BAE Systems                             | Aerospace                             | 1,100  |
| Hunter Douglas Window Fashions Division | Window Coverings Manufacturing        | 950  |
| City and County of Broomfield           | Government                            | 900  |
| Vail Resorts                            | Leisure and Hospitality               | 750  |
| DanoneWave Foods                        | Food and Beverage                     | 600  |
| Crocs                                   | Footwear Manufacturing                | 600  |
| Broadcom Inc.                           | Semiconductor Components              | 500  |
| VMware                                  | Cloud Computing                       | 450  |

Source: City and County of Broomfield Economic Development as published in the City and County of Broomfield *Annual Comprehensive Financial Report* for the year ended December 31, 2023.

### **Foreclosure Activity**

The following table sets forth the number of foreclosures filed in the City and County during the time period shown. Such information only represents the number of foreclosures filed and does not take into account foreclosures that were filed and subsequently redeemed or withdrawn.

#### History of Foreclosures – City and County of Broomfield

| <u>Year</u>         | <u>Number of<br/>Foreclosures Filed</u> | <u>Percent<br/>Change</u> |
|---------------------|---|---------------------------|
| 2019                | 48                                      | --                        |
| 2020                | 13                                      | (72.9)%                   |
| 2021                | 7                                       | (46.2)                    |
| 2022                | 34                                      | 385.7                     |
| 2023                | 26                                      | (23.5)                    |
| 2024 <sup>(1)</sup> | 36                                      | --                        |

(1) Figures are for January 1 through November 30, 2024.

Sources: Colorado Division of Housing (2019 to 2020 figures) and Public Trustee's Office of the City and County of Broomfield (2021 to 2024 figures).

## TAX MATTERS

The following is a summary of certain material federal income tax consequences of the purchase, ownership and disposition of the Series 2025 Bonds for the investors described below and is based on the advice of Butler Snow LLP, as Bond Counsel. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change. The discussion does not deal with all federal tax consequences applicable to all categories of investors, some of which may be subject to special rules, including but not limited to, partnerships or entities treated as partnerships for federal income tax purposes, pension plans and foreign investors, except as otherwise indicated. In addition, this summary is generally limited to investors that are “U.S. holders” (as defined below) who will hold the Series 2025 Bonds as “capital assets” (generally, property held for investment) within the meaning of Section 1221 of the Code. Investors should consult their own tax advisors to determine the federal, state, local and other tax consequences of the purchase, ownership and disposition of Series 2025 Bonds. Prospective investors should note that no rulings have been or will be sought from the Internal Revenue Service (the “Service”) with respect to any of the federal income tax consequences discussed below, and no assurance can be given that the Service will not take contrary positions.

As used herein, a “U.S. holder” is a “U.S. person” that is beneficial owner of a Series 2025 Bonds. A “non U.S. holder” is a holder (or beneficial owner) of a Series 2025 Bonds that is not a U.S. person. For these purposes, a “U.S. Person” is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in the Treasury Regulations), an estate the income of which is subject to United States federal income taxation regardless of its source or a trust if (i) a United States court is able to exercise primary supervision over the trust’s administration and (ii) one or more United States persons have the authority to control all of the trust’s substantial decisions.

### **In General.**

Although the Series 2025 Bonds are issued by the Authority, interest on the Series 2025 Bonds (including original issue discount treated as interest) is not excludable from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Series 2025 Bonds (including original issue discount treated as interest) will be fully subject to federal income taxation. Thus, owners of the Series 2025 Bonds generally must include interest (including original issue discount treated as interest) on the Series 2025 Bonds in gross income for federal income tax purposes.

To ensure compliance with Treasury Circular 230, holders of the Series 2025 Bonds should be aware and are hereby put on notice that: (a) the discussion in this Official Statement with respect to U.S. federal income tax consequences of owning the Series 2025 Bonds is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer; (b) such discussion was written in connection with the promotion or marketing (within the meaning of Treasury Circular 230) of the transactions or matters addressed by such discussion; and (c) each taxpayer should seek advice based on its particular circumstances from an independent tax advisor.



## **Taxation of Interest Income of the Series 2025 Bonds.**

Payments of interest with regard to the Series 2025 Bonds will be includible as ordinary income when received or accrued by the holders thereof in accordance with their respective methods of accounting and applicable provisions of the Code. If the Series 2025 Bonds are deemed to be issued with original issue discount, Section 1272 of the Code requires the current ratable inclusion in income of original issue discount greater than a specified de minimis amount using a constant yield method of accounting. In general, original issue discount is calculated, with regard to any accrual period, by applying the instrument's yield to its adjusted issue price at the beginning of the accrual period, reduced by any qualified stated interest (as defined in the Code) allocable to the period. The aggregate original issue discount allocable to an accrual period is allocated to each day included in such period. The holder of a debt instrument must include in income the sum of the daily portions of original issue discount attributable to the number of days he owned the instrument. The legislative history of the original issue discount provisions indicates that the calculation and accrual of original issue discount should be based on the prepayment assumptions used by the parties in pricing the transaction.

Payments of interest received with respect to the Series 2025 Bonds will also constitute investment income for purposes of certain limitations of the Code concerning the deductibility of investment interest expense. Potential holders of the Series 2025 Bonds should consult their own tax advisors concerning the treatment of interest payments with regard to the Series 2025 Bonds.

A purchaser (other than a person who purchases a Series 2025 Bond upon issuance at the issue price) who buys a Series 2025 Bonds at a discount from its principal amount (or its adjusted issue price if issued with original issue discount greater than a specified de minimis amount) will be subject to the market discount rules of the Code. In general, the market discount rules of the Code treat principal payments and gain on disposition of a debt instrument as ordinary income to the extent of accrued market discount. Each potential investor should consult his tax advisor concerning the application of the market discount rules to the Series 2025 Bonds.

## **Sale or Exchange of the Series 2025 Bonds.**

If a Bondholder sells a Series 2025 Bonds, such person will recognize gain or loss equal to the difference between the amount realized on such sale and the Bondholder's basis in such Series 2025 Bonds. Ordinarily, such gain or loss will be treated as a capital gain or loss. If the terms of a Series 2025 Bonds were materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications which may be treated as material are those which relate to redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. Each potential holder of a Series 2025 Bond should consult its own tax advisor concerning the circumstances in which the Series 2025 Bonds would be deemed reissued and the likely effects, if any, of such reissuance. The legal defeasance of the Series 2025 Bonds may result in a deemed sale or exchange of such Series 2025 Bonds under certain circumstances. Owners of such Series 2025 Bonds should consult their tax advisors as to the federal income tax consequences of such a defeasance.

## **Backup Withholding.**

Certain purchasers may be subject to backup withholding at the application rate determined by statute with respect to interest paid with respect to the Series 2025 Bonds, if the purchasers, upon issuance, fail to supply the indenture trustee or their brokers with their taxpayer identification numbers, furnish incorrect taxpayer identification numbers, fail to report interest, dividends or other “reportable payments” (as defined in the Code) properly, or, under certain circumstances, fail to provide the indenture trustee with a certified statement, under penalty of perjury, that they are not subject to backup withholding.

## **Tax Treatment of Original Issue Discount.**

The Series 2025 Bonds that have an original yield above their interest rate, as shown on the inside cover page of this Official Statement, are being sold at a discount (the “Discounted Obligations”). The difference between the initial public offering prices, as set forth on the inside cover hereof, of the Discounted Obligations and their stated amounts to be paid at maturity, constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

In the case of an owner of a Discounted Obligation, the amount of original issue discount which is treated as having accrued with respect to such Discounted Obligation is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of a Discounted Obligation (including its sale, redemption or payment at maturity). Amounts received upon disposition of a Discounted Obligation which are attributable to accrued original issue discount will be treated as taxable interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Obligation, on days which are determined by reference to the maturity date of such Discounted Obligation. The amount treated as original issue discount on a Discounted Obligation for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discounted Obligation (determined by compounding at the close of each accrual period) and (ii) the amount which would have been the tax basis of such Discounted Obligation at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discounted Obligation during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Obligation the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If a Discounted Obligation is sold between semiannual compounding dates, original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

The Code contains additional provisions relating to the accrual of original issue discount in the case of owners of a Discounted Obligation who purchase such Discounted Obligations after the initial offering. Owners of Discounted Obligations including purchasers of the Discounted Obligations in the secondary market should consult their own tax advisors with respect to the determination for federal income tax purposes of original issue discount accrued with respect to

such obligations as of any date and with respect to the state and local tax consequences of owning a Discounted Obligation.

### **Tax Treatment of Bond Premium.**

The Series 2025 Bonds that have an original yield below their interest rate, as shown on the inside cover page of this Official Statement, are being sold at a premium (collectively, the “*Premium Obligations*”). An amount equal to the excess of the issue price of a Premium Obligation over its stated redemption price at maturity constitutes premium on such Premium Obligation. An initial purchaser of such Premium Obligation must amortize any premium over such Premium Obligation's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Obligations callable prior to their maturity, by amortizing the premium to the call date, based upon the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, it offsets the interest allocable to the corresponding payment period and the purchaser's basis in such Premium Obligation is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Obligation prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. The same treatment is afforded to the Premium Obligations purchased at a premium in the secondary market. Purchasers of Premium Obligations should consult with their own tax advisors with respect to the determination and treatment of amortizable premium for federal income tax purposes and with respect to the state and local tax consequences of owning such Premium Obligations.

### **State, Local or Foreign Taxation.**

No representations are made regarding the tax consequences of purchase, ownership or disposition of the Series 2025 Bonds under the tax laws of any state, locality or foreign jurisdiction (except as provided in “Exemption Under State Tax Law” below). Investors considering an investment in the Series 2025 Bonds should consult their own tax advisors regarding such tax consequences.

### **Tax-Exempt Investors.**

In general, an entity which is exempt from federal income tax under the provisions of Section 501 of the Code is subject to tax on its unrelated business taxable income. An unrelated trade or business is any trade or business which is not substantially related to the purpose which forms the basis for such entity's exemption. However, under the provisions of Section 512 of the Code, interest may be excluded from the calculation of unrelated business taxable income unless the obligation which gave rise to such interest is subject to acquisition indebtedness. Therefore, except to the extent any holder of a Series 2025 Bond incurs acquisition indebtedness with respect to a Series 2025 Bond, interest paid or accrued with respect to such Bondholder may be excluded by such tax-exempt Bondholder from the calculation of unrelated business taxable income. Each potential tax-exempt holder of a Series 2025 Bonds is urged to consult its own tax advisor regarding the application of these provisions.

### **Exemption Under State Tax Law.**

In the further opinion of Bond Counsel, pursuant to State law, interest on the Bonds is exempt from all taxes of the State.”

### **Changes in Federal and State Tax Law.**

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Series 2025 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2025 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any litigation or judicial action will be resolved, or whether the Series 2025 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2025 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2025 Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

## **LEGAL MATTERS**

### **Litigation**

Counsel to the Authority states that, as of the date hereof, to the best of her knowledge, there is no pending or threatened litigation which would restrain or enjoin the issuance of the Series 2025 Bonds, the Refunding Project, or the collection of Pledged Revenues; or in any way contesting or affecting the validity of the Series 2025 Bonds or any proceedings of the Authority taken with respect to the issuance or sale thereof, the pledge or application of any moneys or securities provided for the payment of the Series 2025 Bonds, or the corporate existence or the powers of the Authority. It is the opinion of Counsel to the Authority that any pending litigation will not result in final judgments against the Authority which would, individually or in the aggregate, materially adversely affect its respective financial positions or its ability to perform its obligations to the owners of the Series 2025 Bonds.

The City and County Attorney states that, as of the date hereof, to the best of her knowledge, there is no pending or threatened litigation which would restrain or enjoin the City and County’s obligations under the City and County Cooperation Agreement and the City and County Reimbursement Agreement or its performance under either agreement. It is the opinion of the City and County Attorney that any pending litigation will not result in final judgments against the City and County which would, individually or in the aggregate, materially adversely affect its respective financial positions or its ability to perform its obligations to the owners of the Series 2025 Bonds.

## **Approval of Certain Legal Proceedings**

The approving opinion of Butler Snow LLP, as Bond Counsel, will be delivered with the Series 2025 Bonds. A form of the Bond Counsel opinion is attached to this Official Statement as Appendix E. Butler Snow LLP, Denver, Colorado, has also acted as special counsel to the Authority in connection with this Official Statement. Certain legal matters pertaining to the Authority will be passed upon by the City and County Counsel as counsel to the Authority and the City and County. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP.

## **Police Power**

The obligations of the Authority are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers delegated to it by the Federal Constitution, including bankruptcy.

## **Governmental Immunity**

The Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S. (the “*Immunity Act*”), provides that, with certain specified exceptions, sovereign immunity acts as a bar to any action against a public entity, such as the City and County, for injuries which lie in tort or could lie in tort.

The Immunity Act provides that sovereign immunity is waived by a public entity for injuries occurring as a result of certain specified actions or conditions, including: the operation of a non-emergency motor vehicle owned or leased by the public entity; operation and maintenance of any public water, gas, sanitation, electrical, power or swimming facility; a dangerous condition of any public buildings; the operation of any public water facility; and a dangerous condition of a public highway, road or street as provided in the Immunity Act. Immunity is also waived for peace officers who deprive any other person of individual rights under the conditions specified in State law. In such instances, the public entity may be liable for injuries arising from an act or omission of the public entity, or an act or omission of its public employees, which are not willful and wanton, and which occur during the performance of their duties and within the scope of their employment. The City and County may not be held liable under the Immunity Act either directly or by indemnification for punitive or exemplary damages unless the City and County voluntarily pays such damages in accordance with State law.

For injuries occurring on or after January 1, 2018, the maximum amounts that may be recovered under the Immunity Act, whether from one or more public entities and public employees, are as follows: (a) for any injury to one person in any single occurrence, the sum of \$387,000; (b) for an injury to two or more persons in any single occurrence, the sum of \$1,093,000; except in such instance, no person may recover in excess of \$387,000. The maximum amounts that may be recovered will increase every four years pursuant to a formula based on the Denver-Aurora-Lakewood Consumer Price Index.

The City and County may be subject to civil liability and damages including punitive or exemplary damages and it may not be able to claim sovereign immunity for actions founded upon

various federal laws, or other actions filed in federal court. Examples of such civil liability include suits filed pursuant to 42 U.S.C. § 1983 alleging the deprivation of federal constitutional or statutory rights of an individual. In addition, the City and County may be enjoined from engaging in anti-competitive practices which violate the antitrust laws. However, the Immunity Act provides that it applies to any State court having jurisdiction over any claim brought pursuant to any federal law if such action lies in tort or could lie in tort.

### **Certain Constitutional Limitations**

General. In 1992, the voters of Colorado approved a constitutional amendment which is codified as Article X, Section 20, of the Colorado Constitution (the Taxpayers Bill of Rights or “*TABOR*”). Pursuant to existing case law, TABOR does not apply to urban renewal authorities, including the Authority. However, TABOR does apply to the City and County and its application in future years may impact the City and County’s willingness or ability to comply with the City and County Reimbursement Agreement.

In general, TABOR restricts the ability of the State and local governments to increase revenues and spending, to impose taxes, and to issue debt and certain other types of obligations without voter approval. TABOR generally applies to the State and all local governments, including the City and County (“*local governments*”), but does not apply to “enterprises,” defined as government-owned businesses authorized to issue revenue bonds and receiving under 10% of annual revenue in grants from all state and local governments combined.

Because some provisions of TABOR are unclear, litigation seeking judicial interpretation of its provisions has been commenced on numerous occasions since its adoption. Additional litigation may be commenced in the future seeking further interpretation of TABOR. No representation can be made as to the overall impact of TABOR on the future activities of the City and County, including its ability to generate sufficient revenues for its general operations, to undertake additional programs or to engage in any subsequent financing activities.

Voter Approval Requirements and Limitations on Taxes, Spending, Revenues, and Borrowing. TABOR requires voter approval in advance for: (a) any new tax, tax rate increase, mill levy above that for the prior year, valuation for assessment ratio increase, extension of an expiring tax, or a tax policy change causing a net tax revenue gain; (b) any increase in a local government’s spending from one year to the next in excess of the limitations described below; (c) any increase in the real property tax revenues of a local government from one year to the next in excess of the limitations described below; or (d) creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, subject to certain exceptions such as the refinancing of obligations at a lower interest rate.

TABOR limits increases in government spending and property tax revenues to, generally, the rate of inflation and a local growth factor which is based upon, for school districts, the percentage change in enrollment from year to year, and for non-school districts, the actual value of new construction in the local government. Unless voter approval is received as described above, revenues collected in excess of these permitted spending limitations must be rebated. Debt service can be paid without regard to any spending limits, assuming revenues are available to do so.

Emergency Reserve Funds. TABOR also requires local governments to establish emergency reserve funds. The reserve fund must consist of at least 3% of fiscal year spending. TABOR allows local governments to impose emergency taxes (other than property taxes) if certain conditions are met. Local governments are not allowed to use emergency reserves or taxes to compensate for economic conditions, revenue shortfalls, or local government salary or benefit increases. The City and County has set aside emergency reserves as required by TABOR.

Other Limitations. TABOR also prohibits new or increased real property transfer tax rates and local government income taxes. TABOR allows local governments to enact exemptions and credits to reduce or end business personal property taxes; provided, however, the local governments' spending is reduced by the amount saved by such action. With the exception of K-12 public education and federal programs, TABOR also allows local governments (subject to certain notice and phase-out requirements) to reduce or end subsidies to any program delegated for administration by the general assembly; provided, however, the local governments' spending is reduced by the amount saved by such action.

## **RATING**

Moody's Investors Service, Inc. ("Moody's") has assigned its rating to the Series 2025 Bonds as shown on the cover page of this Official Statement. An explanation of the significance of any ratings given by Moody's may be obtained from Moody's at 7 World Trade Center 250 Greenwich Street New York, NY 10007.

The rating reflects only the views of the rating agency, and there is no assurance that the rating will remain in effect for any given period of time or that the rating will not be lowered or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Other than the City and County's responsibilities pursuant to the Disclosure Certificate, neither the City and County nor the Financial Advisor has undertaken any responsibility either to bring any proposed change in or withdrawal of such rating or to oppose any proposed revision to the attention of the owners of the Series 2025 Bonds. Any change in or withdrawal of any rating could have an adverse effect on the market price of the Series 2025 Bonds.

## **INDEPENDENT AUDITORS**

The basic financial statements of the City and County for the fiscal year ended December 31, 2023, included in this Official Statement as Appendix A, have been audited by RobinBrown LLP, certified public accountants, Denver, Colorado, to the extent and for the period indicated in their report thereon.

The City and County have not requested and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. RobinBrown LLP, the City and County's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report. RobinBrown LLP, also has not performed any procedures relating to this Official Statement.

### UNDERWRITING

Stifel, Nicolaus & Company (the "Underwriter"), Denver, Colorado, has agreed to purchase the Series 2025 Bonds from the Authority pursuant to a Bond Purchase Agreement at a purchase price equal to \$\_\_\_\_\_ (which is equal to the par amount of the Series 2025 Bonds, plus net reoffering premium of \$\_\_\_\_\_, and less Underwriter's discount of \$\_\_\_\_\_). The Underwriter is committed to take and pay for all the Series 2025 Bonds if any are not taken.

The Underwriter intends to offer the Series 2025 Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriter may allow concessions from the public offering price to certain dealers who may reallocate concessions to other dealers. After the initial public offering price, prices may be varied from time to time by the Underwriter, and the Series 2025 Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell such Series 2025 Bonds into investment accounts.

### OFFICIAL STATEMENT CERTIFICATION

The preparation of this Official Statement and its distribution has been authorized by the Board. The Official Statement is hereby duly approved by the Board as of the date on the cover page hereof.

BROOMFIELD      URBAN      RENEWAL  
AUTHORITY

By: \_\_\_\_\_  
Chairperson, Board of Commissioners



## **APPENDIX A**

### **AUDITED BASIC FINANCIAL STATEMENTS FOR THE CITY AND COUNTY FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023**

#### **(INCLUDING AUDITED INFORMATION FOR THE AUTHORITY, WHICH IS A COMPONENT UNIT OF THE CITY AND COUNTY)**

NOTE: The audited basic financial statements of the City and County for the year ended December 31, 2023, attached hereto have been excerpted from the City and County's annual audited financial statements for that year. The component unit statements for the Authority have also been excerpted from the City and County's audited financial statements and included in this Appendix A.

The Table of Contents, the Introductory Section, the Supplementary Information (other than the Authority financial statements), the State Compliance section and the Federal Compliance - Single Audit sections for the year ended December 31, 2023, were purposely excluded from this Appendix A. Such statements provide supporting details and are not necessary for a fair presentation of the audited basic financial statement of the City and County.

*The Series 2025 Bonds are payable only from the Trust Estate. The Authority is a component unit of the City and County for accounting purposes. Inclusion of the City and County's financial statements does not indicate that the Series 2025 Bonds are payable from any revenues shown therein, other than the Pledged Revenues.*

## **APPENDIX B**

### **SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE**

## APPENDIX C

### BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2025 Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2025 Bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption proceeds on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest or redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2025 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be printed and delivered to DTC.

*The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.*

## APPENDIX D

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the Broomfield Urban Renewal Authority, a body corporate and politic of the State of Colorado (the “State”) duly organized and existing as an urban renewal authority under the laws of the State (the “Authority”), in connection with the issuance of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025, in the aggregate principal amount of \$\_\_\_\_\_ (the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust (the “Indenture”) between the Authority and UMB Bank, N.A., as Trustee. The Authority covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the holders and beneficial owners of the Bonds and to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean, initially, the Authority, or any successor Dissemination Agent designated in writing by the Authority, and which has filed with the Authority a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Authority in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Bonds.

“Participating Underwriter” shall mean, collectively, the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

### SECTION 3. Provision of Annual Reports.

a. The Authority shall, or shall cause the Dissemination Agent to, not later than 210 days following the end of each Authority fiscal year, commencing 210 days months following the end of the Authority's fiscal year ending December 31, 2024, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Authority may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Authority; it is not required that the format reflected in the Official Statement be used in future years.

b. If the Authority is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Authority shall file or cause to be filed with the MSRB, in a timely manner, a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A."

SECTION 4. Content of Annual Reports. The Authority's Annual Report shall contain or incorporate by reference the following:

a. A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

b. An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements, which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Authority shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Authority shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;<sup>1</sup>

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation<sup>2</sup> of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority, any of which affect security holders, *if material*; and

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<sup>1</sup> For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

<sup>2</sup> For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term “financial obligation” is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term “financial obligation” shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Authority intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation<sup>2</sup> of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Authority's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Authority shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Authority may, from time to time, appoint or engage a Dissemination Agent to assist the Authority in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Authority elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Authority and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Authority described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Authority at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Authority that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate and may waive any provision



of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Authority will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

DATE: February \_\_, 2025

BROOMFIELD URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Chair, Board of Commissioners

**EXHIBIT "A"**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Broomfield Urban Renewal Authority

Name of Bond Issue: Taxable Tax Increment Revenue Refunding Bonds  
(Broomfield Event Center Project), Series 2025, in the aggregate principal amount  
of \$\_\_\_\_\_.

Date of Issuance: February \_\_, 2025.

CUSIP NUMBERS: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate dated February \_\_, 2025, by the Authority. The Authority anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_, \_\_\_\_\_

**BROOMFIELD URBAN RENEWAL AUTHORITY**

By: \_\_\_\_\_  
Chair, Board of Commissioners

**EXHIBIT “B”**

**INDEX OF OFFICIAL STATEMENT TABLES TO BE UPDATED**

See page -iv- of this Official Statement

**APPENDIX E**  
**FORM OF OPINION OF BOND COUNSEL**

\_\_\_\_\_, 2025

Broomfield Urban Renewal Authority  
Broomfield, Colorado

\$ \_\_\_\_\_ \*

**Broomfield Urban Renewal Authority**  
**Taxable Tax Increment Revenue Refunding Bonds**  
**(Broomfield Event Center Project), Series 2025**

Ladies and Gentlemen:

We have acted as bond counsel to the Broomfield Urban Renewal Authority (the “Authority”), in connection with its issuance of the above-captioned bonds (the “Series 2025 Bonds”) pursuant to an authorizing resolution of the Board of Commissioners of the Authority adopted on January 14, 2025 (the “Resolution”), and an Indenture of Trust dated as of February \_\_, 2025 (the “Indenture”), between the Authority and UMB Bank., as trustee (the “Trustee”). In such capacity, we have examined the Authority’s certified proceedings, the Resolution, the Indenture and such other documents and such law of the State of Colorado (the “State”) and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not used otherwise defined herein shall have the meanings ascribed to them in the Indenture.

Regarding questions of fact material to our opinions, we have relied upon the Authority’s certified proceedings and other representations and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion that:

1. The Bonds are valid and binding special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys legally available from the Trust Estate, including the funds and accounts pledged therefor under the Indenture.
2. The Indenture has been duly authorized by the Authority, duly executed and delivered by authorized officials of the Authority, and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and binding obligation of the Authority.
3. The Indenture creates a valid lien on the Pledged Revenues pledged therein for the security of the Bonds on a parity with Additional Bonds (if any) to be issued. Except as described in this paragraph, we express no opinion regarding the priority of the lien on the Pledged Revenues or on funds and accounts created by the Indenture.

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\* Preliminary, subject to change.

4. Interest on the Series 2025 Bonds is included in gross income for federal income tax purposes and is included in gross income for State taxable income under State income tax laws in effect on the date of delivery of the Series 2025 Bonds.

The opinions expressed in this opinion letter are subject to the following:

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

In this opinion letter issued in our capacity as bond counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement related to the Bonds or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

\$[\_\_\_\_\_]  
**BROOMFIELD URBAN RENEWAL AUTHORITY  
TAXABLE TAX INCREMENT REVENUE REFUNDING BONDS  
(BROOMFIELD EVENT CENTER PROJECT)  
SERIES 2025**

**BOND PURCHASE AGREEMENT**

January [30], 2025

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, CO 80020

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (“Stifel” or the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with Broomfield Urban Renewal Authority (the “Authority”), a public body corporate and politic duly established by the City of Broomfield, Colorado (the “City” and, as succeeded by the City and County of Broomfield, Colorado, pursuant to Sections 10-13 of Article XX of the Colorado Constitution, the “City and County”), pursuant to the Colorado Constitution and the laws of the State of Colorado (the “State”), whereby the Underwriter will purchase and the Authority will sell the Bonds (as defined and described below). The Underwriter is making this offer subject to the acceptance by the Authority at or before 5:00 P.M., Mountain Daylight Time, on the date hereof. If the Authority accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Authority and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the Chair of the Board of Commissioners of the Authority (the “Board of Commissioners”) at any time before the Authority accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the Authority’s “Taxable Tax Increment Revenue Bonds (Broomfield Event Center Project), Series 2025” (the “Bonds”), at the purchase price of \$[\_\_\_\_\_], representing the aggregate principal amount of the Bonds less an Underwriter’s discount of \$[\_\_\_\_\_] [plus [net] original issue premium of \$[\_\_\_\_\_]] [less [net] original discount of \$[\_\_\_\_\_]]. The Underwriter intends to make an initial bona fide public offering of the Bonds at a price or prices described in Schedule I hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section

5 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 5 hereof).

The Authority acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (ii) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Authority and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Authority; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority and has not assumed any advisory or fiduciary responsibility to the Authority (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority on other matters); (iv) the only obligations the Underwriter has to the Authority expressly are set forth in this Purchase Agreement; and (v) the Authority has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

## 2. DESCRIPTION AND PURPOSE OF THE BONDS.

The Authority was established pursuant to Resolution No. 155-86 adopted by the City Council of the City on December 9, 1986. The Bonds have been authorized pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended (the “Act”), and an approving resolution adopted by the Board of Commissioners on January 14, 2025 (the “Authorizing Resolution”). The Bonds shall be dated the date of delivery. The Bonds shall be issued and secured under and pursuant to the Indenture of Trust dated as of February [ ], 2025 (the “Indenture”), by and between the Authority and UMB Bank, n.a., as trustee (the “Trustee”).

The proceeds of the sale of the Bonds will be used to (a) currently refund the Authority’s outstanding “Tax Increment Revenue Bonds (Broomfield Event Center Project), Series 2005,” dated October 26, 2005 (the “Refunded Bonds”), and (b) pay the costs of issuing the Bonds.

The Bonds will be secured under the provisions of the Act and the Indenture. The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The Authorized Denominations, Record Dates, Interest Payment Dates, Principal Payment Dates, and other details and particulars of the Bonds shall be as described in the Indenture and the Official Statement (as defined below) of the Authority.

To secure payment of the Bonds and any obligations issued on a parity therewith, the Authority, pursuant to the Indenture, grants a first lien security interest in and to the Trust Estate, including without limitation the Pledged Revenues. The Pledged Revenues consist of (a) the Pledged Property Tax Revenues allocated to the Authority pursuant to the Act, and (b) the Pledged Sales Tax Revenues paid to the Authority by the City and County pursuant to the Act and the terms

of the Amended and Restated Cooperation Agreement dated as of February [ ], 2025 (the “Cooperation Agreement”) between the Authority and the City and County.

The Bonds and any such parity obligations are additionally secured by the Reserve Fund established pursuant to the Indenture. Pursuant to the Amended and Restated Annual Appropriation Sales Tax Reimbursement Agreement, dated as of February [ ], 2025 (the “Reimbursement Agreement”) between the Authority and the City and County, the City and County agrees that if the funds in the Reserve Fund have been withdrawn to pay the principal of or interest on the Bonds and the Reserve Fund has not been replenished, the City will, subject to appropriation by the City Council of the City and County (the “City Council”) of sufficient amounts, replenish the Reserve Fund from legally available funds.

### 3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Authority has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated January [ ], 2025, which, including the cover page and all appendices thereto, is herein referred to as the “Preliminary Official Statement.” It is acknowledged by the Authority that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The Authority deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Exchange Act (“Rule 15c2-12”), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Authority shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Authority, Bond Counsel (as defined herein) and the Underwriter, is referred to herein as the “Official Statement”), and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Authority, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Authority by an authorized officer of the Authority. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Authority shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Authority hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (“SEC”) including in a word-searchable pdf format including any amendments thereto. The Authority hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter



before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement and the Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Authority will undertake, pursuant to the Continuing Disclosure Certificate dated as of February [ ], 2025 (the “Disclosure Certificate”), by and between the Authority and the Trustee, to provide annual financial information and notices of the occurrence of specified events. A description of the Disclosure Certificate is set forth in, and a form of such agreement is attached as Appendix D to, the Preliminary Official Statement and the Official Statement.

4. RESERVED.

5. REPRESENTATIONS.

The Authority hereby represents to and agrees with the Underwriter that:

(a) The Authority is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, to execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Indenture, the Bonds, the Disclosure Certificate, the Cooperation Agreement and the Reimbursement Agreement (collectively, the “Legal Documents”), and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the Official Statement.

(b) The Authorizing Resolution approving and authorizing the execution and delivery by the Authority of the Legal Documents and the offering, issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Board of Commissioners called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Indenture, the Cooperation Agreement, the Reimbursement Agreement, the Disclosure Certificate and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(d) The Bonds, when duly issued and authenticated in accordance with the Indenture and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Authority, entitled to the benefits of the Indenture and payable from the sources therein specified.

(e) The Authority has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Authority enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors’ rights or remedies heretofore or hereafter enacted. Each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the

Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(f) The Authority is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Authorizing Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of the Legal Documents and compliance with and performance of the Authority's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority (except as described in or contemplated by the Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject (including, without limitation, the Act, the Authorizing Resolution and the Legal Documents).

(g) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Authority of its obligations hereunder and under the Legal Documents have been obtained; provided, that the Authority makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(h) Any certificates executed by any officer of the Authority and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Authority as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(i) Between the date hereof and the time of the Closing, the Authority shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Authority or except for such borrowings as may be described in or contemplated by the Official Statement.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the information contained in the Preliminary Official Statement (excluding therefrom the information supplied to the Authority by the Underwriter under the caption "UNDERWRITING" and the information describing DTC (as defined herein) and its book-entry-only system under the caption "THE SERIES 2025 BONDS—Book-Entry Only System" and contained in Appendix C thereto, as to which no representations or warranties are made), as of its

date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information supplied to the Authority by the Underwriter under the caption “UNDERWRITING” and the information describing DTC (as defined herein) and its book-entry-only system under the caption “THE SERIES 2025 BONDS—Book-Entry Only System” and contained in Appendix C thereto, as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the “end of the underwriting period,” as defined in Rule 15c2-12 (unless the Underwriter notifies the Authority by the Closing Date of an unsold balance, in which case the “underwriting period” shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Authority) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as may be described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Authority or against any other party of which the Authority has notice or, to the knowledge of the Authority, threatened against the Authority: (1) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of the Authorizing Resolution or any of the Legal Documents, (3) is in any way contesting the creation, existence, powers or jurisdiction of the Authority or the validity or effect of the Indenture or the Act or any provision thereof or the application of the proceeds of the Bonds, (4) contesting in any

way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or (5) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Authority or the transactions contemplated by the Authorizing Resolution, the Preliminary Official Statement and Official Statement, or any of the Legal Documents. The Authority shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) The Authority has provided or will undertake to provide certain annual financial information and other information and notices of the occurrence of certain events. Except as described in the Preliminary Official Statement and the Official Statement, during the last five years, the Authority has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) The Authority, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Authority shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

## 6. CLOSING.

At [9:00] a.m., Mountain Standard Time, on February [ ], 2025, or at such other time or date as the Underwriter and the Authority may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Authority will deliver or cause to be delivered to the Underwriter, at the offices of Butler Snow LLP, Denver, Colorado, as bond counsel ("Bond Counsel"), or at such other place as the Underwriter and the Authority may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 7 hereof. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Authority and (b) the Authority shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Authority and in the authorized denominations as specified by the Underwriter at the Closing and the Authority shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

## 7. CONDITIONS PRECEDENT.

The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Authority contained herein and the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the Closing Date. The

Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations of the Authority contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Authorizing Resolution and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Authority shall perform or have performed all of its obligations required under or specified in the Authorizing Resolution, the Legal Documents, and the Official Statement to be performed at or prior to the Closing.

(d) The Authority shall have delivered to the Underwriter final Official Statements by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Authority relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Authority, the City and County, the Act, the Authorizing Resolution, the Legal Documents or the Pledged Revenues as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

(1) The approving opinion of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix E to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(2) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that:

A. This Purchase Agreement has been duly executed and delivered by the Authority and is a legal, valid and binding obligation of the Authority enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

B. The statements contained in the Preliminary Official Statement and the Official Statement on the cover page and in the sections entitled “INTRODUCTION—Authority for Issuance” and “—The Series 2025 Bonds; Prior Redemption,” “THE SERIES 2025 BONDS” (other than any information concerning DTC and its book-entry system), “SECURITY FOR THE SERIES 2025 BONDS—Special, Limited Obligations,” “—Pledged Revenues,” “—Reserve Fund,” “—City and County Reimbursement Agreement,” “—City and County Cooperation Agreement” and “—Additional Bonds,” and “TAX MATTERS,” insofar as such statements expressly summarize certain provisions of the Bonds, the Indenture, the Cooperation Agreement, the Reimbursement Agreement, and the form and content of such counsel's opinion attached as Appendix E to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and

C. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”) and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”);

(3) A letter dated the Closing Date from Butler Snow LLP, as special counsel to the Authority, together with a letter dated the Closing Date addressed to the Underwriter stating that the Underwriter may rely on such letter as though it were addressed to the Underwriter, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement, and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, nothing has come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, did not, and the Official Statement as of its date and all times subsequent thereto during the period up to and including the Closing Date, did not and does not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(4) The opinion of the counsel of the Authority, dated the date of the Closing and addressed to the Underwriter, to the effect that:

A. The Authority has been duly organized and is validly existing under the Constitution and laws of the State, and has all requisite power and authority thereunder: (i) to adopt the Authorizing Resolution, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents; (ii) to approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement; (iii) to issue, sell, execute and deliver the Bonds; (iv) to pledge the Pledged Revenues as contemplated by the Legal

Documents; and (v) to carry on its activities as described in the Preliminary Official Statement and the Official Statement;

B. The Authority has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (A) above, and the Authority has duly authorized the execution and delivery of, and the due performance of its obligations under, the Legal Documents;

C. The Authorizing Resolution was duly adopted by the Board of Commissioners at a meeting of the Board of Commissioners which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Authorizing Resolution;

D. The adoption of the Authorizing Resolution, the issuance of the Bonds, the execution and delivery by the Authority of the Legal Documents and the compliance by the Authority with the provisions thereof, do not and will not conflict with or violate in any material respect any State constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Authority a material breach of or default under any agreement or instrument to which the Authority is a party or by which it is bound;

E. The Legal Documents constitute legal, valid and binding obligations of the Authority and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

F. Except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to the best of such counsel's knowledge after due inquiry, threatened against the Authority in any court in any way affecting the titles of the officials of the Authority to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Authorizing Resolution or the Legal Documents, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Authority or its authority with respect to the Authorizing Resolution or the Legal Documents;

G. The information contained in the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, under the captions "THE AUTHORITY" and "LEGAL MATTERS—Litigation" did not and does not contain any untrue statement of a material fact and did not and does not omit to state any material fact necessary to

make the statements therein, in the light of the circumstances under which they were made, not misleading;

H. To the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Authority of the Legal Documents and the authorization and distribution of the Preliminary Official Statement and the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriter); and

I. To the best of such counsel's knowledge after due inquiry, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would materially adversely affect the Authority's ability to enter into or perform its obligations under the Legal Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Authority's ability to enter into or perform its obligations under the Legal Documents;

(5) The opinion of the counsel of the City and County Attorney, dated the date of the Closing and addressed to the Underwriter, to the effect that:

A. The City and County has all requisite power and authority under the State Constitution, applicable State law and the City and County's Home Rule Charter (the "Charter") to enter into, execute, deliver and perform its covenants and agreements under the Cooperation Agreement and the Reimbursement Agreement, and has duly authorized the execution and delivery thereof and the due performance of its obligations thereunder;

B. The ordinance of the City Council authorizing and approving the Cooperation Agreement and the Reimbursement Agreement (the "Ordinance") was finally adopted by the City Council following meetings of the City Council called and held in accordance with to the Charter and applicable law, and with all required notices;

C. The enactment of the Ordinance, the execution and delivery by the City and County of the Cooperation Agreement and the Reimbursement Agreement, and the compliance by the City and County with the provisions thereof, do not and will not conflict with or violate in any material respect the Charter or any applicable State constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the



part of the City and County a material breach of or default under any agreement or instrument to which the City and County is a party or by which it is bound;

D. The Cooperation Agreement and the Reimbursement Agreement constitute legal, valid and binding obligations of the City and County and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

E. Except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to the best of the City and County Attorney's knowledge after due inquiry, threatened against the City and County in any court in any way affecting the titles of the officials of the City and County to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection or transfer to the Authority of the Pledged Property Tax Revenues and the Pledged Sales Tax Revenues, or in any way contesting or affecting the validity or enforceability of the Ordinance, the Cooperation Agreement or the Reimbursement Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers or authority of the City and County with respect to the Ordinance, the Cooperation Agreement or the Reimbursement Agreement;

F. The information contained in the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, under the captions "THE CITY AND COUNTY AND CITY FINANCIAL INFORMATION" and "LEGAL MATTERS—Litigation" did not and does not contain any untrue statement of a material fact and did not and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

G. To the best of the City and County Attorney's knowledge after due inquiry, the City and County is not in breach of or default under the Charter, any applicable law or administrative regulation of the State, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City and County is a party or is otherwise subject, which breach or default would materially adversely affect the City and County's ability to enter into or perform its obligations under the Cooperation Agreement or the Reimbursement Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any either such agreement and which would materially adversely affect the City and County's ability to enter into or perform its obligations under either such agreement;

(6) The opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(7) A certificate, dated the Closing Date, signed by the Chair of the Board of Commissioners to the effect that: (A) the representations and agreements of the Authority contained herein are true and correct in all material respects as of the date of the Closing; (B) the Legal Documents have been duly authorized and executed and are in full force and effect; (C) except as may be described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Authorizing Resolution or any Legal Document, (iii) in any way contesting the creation, existence or powers of the Authority or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Authority or the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date, or any Legal Document; and (D) the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of the information supplied to the Authority by the Underwriter under the caption “UNDERWRITING” and the information describing DTC and its book-entry-only system under the caption “THE SERIES 2025 BONDS—Book-Entry Only System” and contained in Appendix C thereto;

(8) A certificate, dated the Closing Date, signed by the [City and County Manager], in form and substance satisfactory to the Underwriter, to the effect that: (A) the Cooperation Agreement and the Reimbursement Agreement have been duly authorized and executed by the City and County and are in full force and effect; (B) except as may be described in the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting the validity of the Cooperation Agreement or the Reimbursement Agreement, or the collection or transfer to the Authority of the Pledged Property Tax Revenues and the Pledged Sales Tax Revenues, (iii) in any way contesting the existence or powers of the City and County or the creation of the Authority by the City, or (iv) which, if adversely determined, could materially adversely affect the transactions contemplated by the Cooperation Agreement, the Reimbursement Agreement, the Preliminary Official Statement, as of its date and as of the date hereof, or the Official Statement, as of its date and as of the Closing Date; (C) the financial statements of the City and County for the fiscal year ended December 31, 2023, attached to the Preliminary Official Statement and the Official Statement as Appendix A thereto, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the City and County as of the dates and for the

periods therein set forth; and (D) except as may be disclosed in the Preliminary Official Statement and the Official Statement, since December 31, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the City and County;

(9) Executed or certified copies of the Indenture;

(10) Executed or certified copies of each other Legal Document;

(11) Certified copies of the Authorizing Resolution and the Ordinance;

(12) Evidence satisfactory to the Underwriter of the assignment by [ ] of the rating(s) on the Bonds set forth on the cover of the Official Statement;

(13) A certificate of an authorized officer of the Trustee dated as of the Closing Date, to the effect that: (A) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to the Underwriter; (B) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Bonds to the Underwriter pursuant to the Indenture; (C) when delivered to and paid for by the Underwriter at the Closing, the Bonds will have been duly authenticated and delivered by the Trustee; (D) the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and (E) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoining the execution and delivery of the Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Indenture or the power and authority of the Trustee to enter

into and perform its duties under the Indenture and to authenticate and deliver the Bonds to or upon the order of the Underwriter;

(14) A copy of the Authority's executed Blanket Issuer Letter of Representations to DTC; and

(15) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Authority with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Authority herein contained and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and all conditions precedent to the issuance of additional Bonds pursuant to the Indenture shall have been fulfilled.

#### 8. TERMINATION.

(a) If the Authority shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Authority in writing, or by telephone confirmed in writing. The performance by the Authority of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(b) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Authority, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur:

(1) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

A. legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest received on obligations of the general character of the Bonds; or

B. there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

C. a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

D. legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

E. except as may be disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Authority shall have occurred; or

F. any rating on the Bonds or any securities of the Authority which are secured by a pledge or application of the Trust Estate on a parity with the Bonds is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(2) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Authority refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(3) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(4) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(5) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(6) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

(c) Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Authority and the Underwriter under this Agreement shall terminate, without further liability.

9. RESERVED.

10. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the end of the “underwriting period” (as defined in Rule 15c2-12), the Authority shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or “potential customer” (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel for the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Authority. For the purpose of this Section, the Authority will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Authority’s obligations

hereunder. If the Bonds are delivered by the Authority to the Underwriter, the Authority shall pay, from the proceeds of the Bonds or from other funds of the Authority, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Legal Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the Authority, the Trustee, Bond Counsel, counsel to the Authority, and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Authority; (d) the charges of any rating agency with respect to the Bonds; (e) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Authority and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Authority personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (f) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering, sale and delivery of the Bonds. The Authority has authorized, and does hereby authorize, the Underwriter to pay such expenses on behalf of the Authority from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

If the Bonds are sold to the Underwriter by the Authority, the Authority shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds, fees and expenses of counsel to the underwriter (as a component of underwriter expenses included in the underwriting discount of the Underwriter), and all other expenses incurred by it in connection with its public offering and distribution of the Bonds not described above.

## 12. USE OF DOCUMENTS.

The Authority hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

## 13. QUALIFICATION OF BONDS.

The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; *provided, however*, that the Authority will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES.

Any notice or other communication to be given to the Authority under this Purchase Agreement may be given by delivering the same in writing to the following address:

Broomfield Urban Renewal Authority  
[One DesCombes Drive]  
[Broomfield, CO 80020]  
Attention: [\_\_\_\_\_]

and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated  
One Financial Plaza  
501 North Broadway  
St. Louis, Missouri 63102  
Attention: Director of Public Finance

15. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Authority and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Authority contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (a) any investigation made by or on behalf of the Underwriter; (b) delivery of and payment for the Bonds hereunder; or (c) any termination of this Purchase Agreement (and in all events the agreements of the Authority pursuant to Sections 10 and 12 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 8 hereof).

16. GOVERNING LAW.

THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO.

17. WAIVER OF JURY TRIAL.

THE AUTHORITY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.



18. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

[remainder of page intentionally left blank]

Very truly yours,

By:

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED,  
as Underwriter

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

Approved and Agreed to at \_\_\_\_ a.m./p.m. MST  
on January [30], 2024

BROOMFIELD URBAN RENEWAL  
AUTHORITY

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

[signature page to Bond Purchase Agreement]

## **SCHEDULE I**

Principal Amounts, Interest Rates and Prices

Optional and Mandatory Redemption

## **CONTINUING DISCLOSURE CERTIFICATE**

### **BROOMFIELD URBAN RENEWAL AUTHORITY TAXABLE TAX INCREMENT REVENUE REFUNDING BONDS (BROOMFIELD EVENT CENTER PROJECT), SERIES 2025**

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the Broomfield Urban Renewal Authority, a body corporate and politic of the State of Colorado (the “State”) duly organized and existing as an urban renewal authority under the laws of the State (the “Authority”), in connection with the issuance of its Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025, in the aggregate principal amount of \$[ ] (the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust (the “Indenture”) between the Authority and UMB Bank, n.a., as Trustee. The Authority covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean, initially, the Authority, or any successor Dissemination Agent designated in writing by the Authority and which has filed with the Authority a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Bonds.

“Participating Underwriter” shall mean, collectively, the original underwriters of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

a. The Authority shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of each Authority fiscal year, commencing nine (9) months following the end of the Authority’s fiscal year ending December 31, 2024, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Authority may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Authority; it is not required that the format reflected in the Official Statement be used in future years.

b. If the Authority is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Authority shall file or cause to be filed with the MSRB, in a timely manner, a notice in substantially the form attached to this Disclosure Certificate as Exhibit “A.”

SECTION 4. Content of Annual Reports. The Authority’s Annual Report shall contain or incorporate by reference the following:

a. A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

b. An update of the type of information identified in Exhibit “B” hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements, which are available to the public on the MSRB’s Internet Web Site or filed with the SEC. The Authority shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Authority shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;<sup>1</sup>
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

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<sup>1</sup> For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(15) Incurrence of a financial obligation<sup>2</sup> of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation<sup>2</sup> of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Authority's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Authority shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Authority may, from time to time, appoint or engage a Dissemination Agent to assist the Authority in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Authority elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Authority and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Authority described in this Disclosure Certificate, the Dissemination Agent shall:

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<sup>2</sup> For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Authority intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Authority at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Authority that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Authority will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance.



SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

DATE: [CLOSING DATE], 2025

BROOMFIELD URBAN RENEWAL AUTHORITY

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Chair

[Signature Page to Continuing Disclosure Certificate]

**EXHIBIT “A”**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Broomfield Urban Renewal Authority

Name of Bond Issue: Taxable Tax Increment Revenue Refunding Bonds (Broomfield Event Center Project), Series 2025, in the aggregate principal amount of \$[\_\_\_\_\_].

Date of Issuance: [CLOSING DATE], 2025.

CUSIP NUMBERS: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate dated [CLOSING DATE], 2025, by the Authority. The Authority anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_, \_\_\_\_\_

BROOMFIELD URBAN RENEWAL AUTHORITY

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Executive Director

**EXHIBIT “B”**  
**INDEX OF OFFICIAL STATEMENT TABLES TO BE UPDATED**



# City and County of Broomfield

## City Council Regular Meeting

### D. Proposed Resolutions to Approve New Sister Cities Relationships

| Meeting   | Agenda Group           |
|---|------------------------|
| Tuesday, January 14, 2025, 6:00 PM  | Action Items Item: 7D. |
| Presented By  |                        |
| Suzanne Linder  |                        |
| Community Goals   |                        |
| <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community |                        |

## Overview

The Sister City Program, administered by Sister Cities International, was initiated in 1956 to encourage greater friendship and understanding between the United States and other nations through direct personal contact. Broomfield has had a Sister City Relationship with Ueda, Japan (formerly named Maruko, Japan) since 1999. In 2022, in response to community interest, the Broomfield Library, Arts, History and CSU Extension staff began working on a procedure to allow the formation of new Sister City relationships. This is a proposal to add 2 new relationships with Lalitpur Metropolitan City, Pulchowk, Lalitpur, Bagmati Province, Nepal, and the sovereign Cheyenne and Arapaho Tribes.

### **Attachments**

[Memo for\\_ Resolutions for New Sister Cities Relationships.pdf](#)

[Resolution No. 2025-23.pdf](#)

[Lalitpur Sister Cities Certificate of Establishment .pdf](#)

[Resolution No. 2025-24.pdf](#)

[CA Tribes Sister Cities Certificate of Establishment \(11 x 8.5 in\).jpg.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The Sister City Program, administered by Sister Cities International, was initiated in 1956 to encourage greater friendship and understanding between the United States and other nations through direct personal contact. Broomfield has had a Sister City Relationship with Ueda, Japan (formerly named Maruko, Japan) since 1999.

In 2022, in response to community interest, the Broomfield Library, Arts, History and CSU Extension staff began working on a procedure to allow the formation of new Sister City relationships. That [procedure](#) was reviewed by the City Attorney's Office and adopted by staff in June 2023. The Broomfield Sister Cities Organization was established by citizens as an independent 501c3 organization to implement, fund and organize Sister City relationships.

The board members of the Broomfield Sister Cities Organization (BSCO) are Junko Goodwin (chair), Helen Jewett (vice chair), Karen Stuart (secretary), Andrea Minnich, Heidi Henkel, Colleen Doyle, Marrton Dormish, Larry Cooper and Tryna Cooper.

In August 2024, the BSCO sent city staff applications for the establishment of two new Sister Cities. The first with Lalitpur Metropolitan City, Pulchowk, Lalitpur, Bagmati Province, Nepal and the second with the Sovereign Tribes of the Cheyenne and Arapahoe. These applications were reviewed by city staff for adherence to the procedure and were found to meet the stipulations established in the Sister Cities Procedure.

Proposed Resolution No. 2025-23 would [recognize the establishment of a Sister City Relationship](#) between the City and County of Broomfield, CO (USA) and Lalitpur Metropolitan City, Pulchowk, Lalitpur, Bagmati Province, Nepal.

Proposed Resolution No. 2025-24 would [recognize the establishment of a Sister City Relationship](#) between the City and County of Broomfield and the sovereign Cheyenne and Arapaho Tribes

The Broomfield support of the Sister Cities relationships will be implemented, funded and organized through Broomfield Sister Cities Organization, a 501(c)(3) non-profit organization based in Broomfield Colorado. BSCO is eligible to apply for an annual \$8,000 grant through the Arts, Culture and Science grant program administered by the Arts & History division.

Each Sister City relationship shall be reviewed by the City Manager or designee at a minimum of every five (5) years to determine whether the City's goals and objectives are being met.

## Financial Considerations

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

Funding for the ACS Sister Cities Grant program was included in the annual budget proposal for the Library, Arts, History, and CSU Extension department. Approval of this resolution does not impact current funding levels.

| Sources of Funds                                   | Amount    |
|--|-----------|
| Arts & History Operating Budget                    |           |
| Community Sponsorship 01-61100-53460               | \$38,000  |
| Total Funds Available                              | \$38,000  |
| <b>Use of Funds</b>                                |           |
| ACS Grant to Broomfield Sister Cities Organization | -\$7,200  |
| Sister Cities International Membership             | -\$810    |
| Total Use of Funds                                 | -8,010.00 |
| Projected Balance                                  | \$29,990  |

## Prior Council or Other Entity Actions

[Resolution No. 2006-121](#) approved the Community Friendship Agreement between the City and County of Broomfield and the City of Ueda in Nagano, Japan.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the Sister City relationships, the appropriate motion is...

**That Resolution 2025-23 (Lilitpur, India) be adopted and that Resolution 2025-24 (Sovereign Tribes of Cheyenne and Arapaho) be adopted.**

## Alternatives

Decide not to approve this resolution(s) and decline to become a Sister City with Lilitpur, India and/or the Sovereign Tribes of the Cheyenne and Arapaho.

# RESOLUTION NO. 2025-23

A Resolution recognizing the establishment of a Sister City Relationship between the City and County of Broomfield, CO (USA) and Lalitpur Metropolitan City, Pulchowk, Lalitpur, Bagmati Province, Nepal.

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

## Section 1.

The certificate, attached hereto, establishing a Sister City Relationship between the City and County of Broomfield and Lalitpur Metropolitan City, Pulchowk, Lalitpur, Bagmati Province, Nepal is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign the certificate.

## Section 3.

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

Approved on January 14, 2025.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved As To Form:

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

*NCR*



# *Sister Cities*



A RECOGNITION OF THE ESTABLISHMENT OF A SISTER CITY RELATIONSHIP BETWEEN

**the City and County of Broomfield, CO (USA)**

and

**Lalitpur Metropolitan City, Pulchowk, Lalitpur,  
Bagmati Province, Nepal**

The Sister City Program, administered by Sister Cities International, was initiated in 1956 to encourage greater friendship and understanding between the United States and other nations through direct personal contact.

In order to foster those goals, the people of Broomfield and Lalitpur, in a gesture of friendship and goodwill, agree to collaborate for the mutual benefits of their communities by exploring educational, economic and cultural opportunities. The Broomfield support of the sister city relationship will be implemented, funded and organized through Broomfield Sister Cities Organization, a 501(c)(3) non-profit organization based in Broomfield Colorado.

The City of Broomfield and Lalitpur desire to promote goodwill, understanding, and expanded relations between the two cities by the formation of a Sister Cities relationship and the exchange of people and ideas.

This Sister City Recognition shall be officially established when this document has been duly executed by the Mayor of Broomfield, CO, USA and the Mayor of Lalitpur Metropolitan City, Pulchowk, Lalitpur, Bagmati Province, Nepal

January 14, 2025

City and County of Broomfield

Lalitpur Metropolitan City

*Gugleen Castriotta, Mayor*

*, Mayor*



# RESOLUTION NO. 2025-24

A Resolution recognizing the establishment of a Sister City Relationship between the City and County of Broomfield, CO (USA) and the sovereign Cheyenne and Arapaho Tribes

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

## Section 1.

The certificate, attached hereto, establishing a Sister City Relationship between the City and County of Broomfield and the sovereign Cheyenne and Arapaho Tribes is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign the certificate.

## Section 3.

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

Approved on January 14, 2025.

The City and County of Broomfield,  
Colorado

---

Mayor

Attest:

---

Office of the City and County Clerk

Approved As To Form:

---

City and County Attorney



# *Sister Cities*



A RECOGNITION OF THE ESTABLISHMENT OF A SISTER CITY RELATIONSHIP BETWEEN

**the City and County of Broomfield, CO (USA)**

**and**

**the Cheyenne and Arapaho Tribes**

The Sister City Program, administered by Sister Cities International, was initiated in 1956 to encourage greater friendship and understanding between the United States and other nations through direct personal contact.

In order to foster those goals, the people of Broomfield and the people of the Cheyenne and Arapaho Tribes (headquartered in Concho, Oklahoma), in a gesture of friendship and goodwill, agree to collaborate for the mutual benefits of our communities by exploring educational, economic and cultural opportunities.

The Broomfield support of this sister city relationship will be implemented, funded and organized through the Broomfield Sister Cities Organization, a 501(c)(3) non-profit organization based in Broomfield Colorado.

The City and County of Broomfield and the Cheyenne and Arapaho Tribes desire to promote goodwill, understanding, and expanded relations between our two communities through the formation of a Sister Cities partnership, the building of relationships on all levels and the exchange of people and ideas.

This Sister City Recognition shall be officially established when this document has been duly executed by the Mayor of Broomfield, CO, USA and the Governor of the Cheyenne and Arapaho Tribes.

January 14, 2025

City and County of Broomfield

Cheyenne and Arapaho Tribes

*Gugleen Castriotta, Mayor*

*Reggie Wassana, Governor*



### E. Proposed Resolution for Water Treatment and Wastewater Chemical Purchases

| Meeting   | Agenda Group           |
|---|------------------------|
| Tuesday, January 14, 2025, 6:00 PM  | Action Items Item: 7E. |
| Presented By  |                        |
| Ken Rutt, Director of Public Works  |                        |
| Community Goals   |                        |
| <input checked="" type="checkbox"/> Financial Sustainability and Resilience |                        |

## Overview

[View Correspondence](#)

[View Presentation](#)

The Broomfield Water Treatment, Water Recovery Treatment, and Utility Division use chemicals to process the city's drinking water, wastewater, biosolids, and non-potable (reuse) water to meet all Federal and State regulations and mandates. Water and wastewater treatment processes use various treatment chemicals which aid in the removal of harmful contaminants like bacteria, viruses, and other pollutants making it safe to drink by eliminating potential disease causing microorganisms and improving the overall quality of the water by adjusting pH levels, taste, and odors ultimately protecting public health and ensuring consistent quality standards.

Proposed Resolution 2025-06 authorizes the 2025 chemical purchases to any vendor participating in the Colorado Multiple Assembly of Procurement Officials (MAPO) or that otherwise meets the requirements of Chapter 3-20 B.M.C. Proposed Resolution 2025-06 also authorizes the City and County Manager or designee to approve purchase orders for chemicals for up to three successive one-year terms, subject to annual budget appropriations approved by City Council.

### **Attachments**

[Memo for Water Treatment & Wastewater Chemical Purchases.pdf](#)

[Resolution No. 2025-06.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield operates several treatment facilities for its drinking water, wastewater disposal, and reclaimed water systems. All treatment operations are subject to specific performance criteria that are dictated by state and federal laws, such as the Clean Water Act, Safe Drinking Water Act, and Colorado Water Quality Control Act.

The City's water treatment facility is a state-of-the-art, 26 million gallon per day conventional water treatment facility. The objective of the water treatment division is to treat raw water to meet accepted drinking water standards. This includes the operation and maintenance of the water treatment facility and transmission of treated water to storage for ultimate distribution to the Broomfield community in sufficient quantity to meet the community's potable water demands.

The Water Recovery Facility treats community wastewater through a state-of-the-art 12 million gallons per day facility. The objective of the Water Recovery Treatment Facility is to remove pollutants and contaminants before releasing the treated water for use in the non-potable (reuse) irrigation system or into Big Dry Creek and the biosolids are beneficially used as a soil conditioner at Broomfield Weld County farm.

The Utility Maintenance Division is responsible for the operation and maintenance of the water distribution system, the wastewater collection system, the reuse irrigation system, the stormwater system, pump facilities, and storage tanks for potable and reuse water.

The Broomfield Water Treatment, Water Recovery Treatment, and Utility Division use chemicals to process the city's drinking water, wastewater, biosolids, and non-potable (reuse) water to meet all Federal and State regulations and mandates.

Water and wastewater treatment processes use various treatment chemicals which aid in the removal of harmful contaminants like bacteria, viruses, and other pollutants making it safe to drink by eliminating potential disease causing microorganisms and improving the overall quality of the water by adjusting pH levels, taste, and odors ultimately protecting public health and ensuring consistent quality standards.

The following tables outline the specific chemicals used by the City and County of Broomfield Water Utilities to effectively treat the water, wastewater, non-potable (reuse) water, and biosolids to ensure clean water is delivered to our community and to protect public health.

| Water Treatment Facility |  |               |                        |
|--------------------------|--|---------------|------------------------|
| Product                  | Purpose  | Cost per Unit | Annual Projected Spend |
| Aluminum Sulfate         | Aluminum Sulfate (alum) is used in the water treatment process to trap impurities. | \$536/per ton | \$377,339              |

|   |  |                   |           |
|---|--|-------------------|-----------|
| Polymer C-308P                          | One of the critical treatment processes used to achieve regulatory compliance in water treatment facilities is the removal of suspended solids. Suspended solids are made up of fine particles. Some are present naturally in river/lake water, such as plankton and minerals, while others stem from human activity. The solids impact water quality and can make drinking water unpalatable. Polymers and aluminum sulfate are used to coagulate suspended solids that are present in water. Once the suspended solids coagulate together, the treatment facilities can separate and remove the suspended solids. The solids removed are pumped to the Water Recovery Facility for additional treatment and removal. | \$1.05/per lb     | \$40,487  |
| Powdered Activated Carbon               | Powdered Activated Carbon is added to water to control taste and odor.   | \$2.30/per lb     | \$176,609 |
| Sodium Fluorosilicate Prayon (fluoride) | Fluoride is added to potable water for oral health as recommended by the Colorado Department of Public Health (CDPHE).   | \$1.55/per lb     | \$40,449  |
| Sodium hypochlorite 10%                 | Sodium hypochlorite 10% is used to disinfect the treated potable water as required to meet CDPHE disinfection rules and to ensure water quality is maintained throughout the water distribution system.  | \$2.56/per gallon | \$432,386 |
| Liquid Ammonium Sulfate                 | Liquid Ammonium Sulfate is a source of ammonia for chlorination, which is used in combination with chlorine to produce monochloramine for disinfection.  | \$0.296/lb        | \$84,699  |
| Soda Ash Dense Genesis GR260            | Soda Ash Dense Genesis GR260 is used in the water treatment process to increase the pH of the water for corrosion control per the EPA Lead and Copper Rule 40 CFR Part 141 Subpart I. In 2024, the Water Treatment Plant used 733,150 lbs of Soda Ash.   | \$0.29/per lb     | \$274,104 |

### Water Recovery Treatment Facility & Reuse Treatment

| Product         | Purpose  | Cost per Unit       | Annual Projected Spend |
|-----------------|--|---------------------|------------------------|
| Ferric Chloride | Ferric Chloride is used to aid in the reduction of hydrogen sulfide (H <sub>2</sub> S) which has a strong rotten egg smell. When organic matter begins to break down | \$1,359/per dry ton | \$127,802              |

|                                     |  |                   |           |
|-------------------------------------|--|-------------------|-----------|
|                                     | <p>within the sewer collection system, H<sub>2</sub>S gas is generated resulting in significant and strong odors. H<sub>2</sub>S gas can have health effects depending on how much is breathed in and for how long.</p>  |                   |           |
| MicroC/Glycerin based carbon source | <p>To meet the regulatory requirements for the Total Inorganic Nitrogen (TiN) limit, the Water Recovery Facility utilizes a non-hazardous glycerin-based carbon source, trade name MicroC® 2000 (MicroC) series product as the carbon source for the treatment process since it provides the highest level of nutrient reduction, thus allowing the Water Recovery Facility to meet CDPHE wastewater discharge permit limits. In 2024, the Water Recovery Facility used 90,000 gallons of MicroC.</p>  | \$3.54/per gallon | \$662,705 |
| Polymer C-6295                      | <p>One of the critical treatment processes used to achieve regulatory compliance in wastewater treatment facilities is the removal of suspended solids. The Water Recovery Treatment Facility is required by federal and state regulations and by the Wastewater Discharge permit to meet suspended solids removal limits and efficiency. The treated solids are also required by federal and state regulations to meet specific pollutant limits prior to beneficial reuse.</p> <p>Suspended solids are made up of fine particles and minerals, while others stem from human activity. The solids impact water quality. Polymers are used to coagulate suspended solids that are present in wastewater. Once the suspended solids coagulate together, the treatment facilities can separate and remove the suspended solids. The treated and separated solids are then composted and used as a soil conditioner at Broomfield's Weld County Biosolids Farm.</p> | \$1.49/per lb     | \$539,552 |
| Sodium hypochlorite 10%             | <p>Water Recovery Facility to assist in optimizing the treatment process but not as a disinfectant. The Water Recovery Facility disinfects the treated wastewater using an ultraviolet disinfection system. Broomfield also uses sodium hypochlorite 10% to aid in water quality within the non-potable reuse irrigation water supplies.</p>   | \$2.56/per gallon | \$260,183 |

| Utilities - Water Distribution and Sewer Collection |   |                   |                        |
|---|---|-------------------|------------------------|
| Product   | Purpose   | Cost per Unit     | Annual Projected Spend |
| Bioxide Plus 71                                     | Bioxide Plus 71™ is utilized to reduce odors. It achieves sewage odor control naturally, rather than chemically. This process helps limit odor, corrosion and reduces the impacts of hydrogen sulfide within the sewer collection system. | \$6.12/per gallon | \$161,280              |

[Chapter 3-20 of the Broomfield Municipal Code](#) allows for the purchase of items through cooperative procurement with other organizations. Broomfield participates in the Colorado Multiple Assembly of Procurement Officials (MAPO). Membership in the Colorado Multiple Assembly of Procurement Officials is open to all state, municipal, county, special district, school district, and other government agencies throughout the state.

MAPO members have access to an online repository of available contracts and solicitations to use when procuring goods and services for their agencies. These competitively bid or negotiated agreements often provide substantially lower pricing than what might be obtained by individual agencies.

Specifically to water and wastewater chemicals, multiple municipalities and special districts work together to secure and obtain the best possible pricing for disinfection chemicals and polymer (coagulant aid). By participating in this organization, Broomfield can take advantage of volume-based pricing.

Proposed Resolution 2025-06 authorizes the 2025 chemical purchases for the above listed chemicals to any vendor participating in the Colorado Multiple Assembly of Procurement Officials (MAPO) or that otherwise meets the requirements of Chapter 3-20 B.M.C. Proposed Resolution 2025-06 also authorizes the City and County Manager or designee to approve purchase orders for the listed chemicals for up to three successive one-year terms, subject to annual budget appropriations approved by City Council.

## 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             |
|---|--------------------|
| Water Recovery (Sewer Treatment Plant) 45-37100-52150   | \$1,379,269        |
| Water Reclamation Supply (GWR) 47-39100-52150           | \$156,509          |
| Water Reclamation Treatment (Reuse) 47-39200-52150      | \$54,464           |
| Utility Maintenance 45-37300-52150                      | \$161,280          |
| Water Treatment Plant 40-35200-52150                    | \$1,273,090        |
| Requesting additional funds in 2025R for 40-35200-52150 | \$152,983          |
|   | <b>\$3,177,595</b> |
| Water Treatment Facility                                |                    |

| Sources and Uses of Funds  | Amount     |
|--|------------|
| Aluminum Sulfate (Coagulant)   | -\$377,339 |
| Liquid Polymer - C308P (Coagulant)   | -\$40,487  |
| WPH 1000 (Powdered Activated Carbon (Taste & Odor Control)                 | -\$176,609 |
| Sodium Fluorosilicate Prayon (Fluoride - used for Oral Health)             | -\$40,449  |
| Sodium Hypochlorite 10% (Disinfectant)                                     | -\$432,386 |
| Liquid Ammonium Sulfate (combines with Chlorine for Disinfectant purposes) | -\$84,699  |
| Soda Ash Dense Genesis GR260 (Corrosion Control and pH Adjustment)         | -\$274,104 |
| Water Recovery Facility  |            |
| Ferric Chloride (Odor control)   | -\$127,802 |
| MicroC (used as a carbon source for denitrification)                       | -\$662,705 |
| Polymer C-6295 (Biosolids dewatering)                                      | -\$539,552 |
| Sodium Hypochlorite 10% (Disinfectant for Water Recovery & Reuse)          | -\$260,183 |
| Utility Division   |            |
| Bioxide Plus 71 (Odor Control)   | -\$161,280 |
| <b>Projected Balance</b>   | <b>0</b>   |

## Prior Council or Other Entity Actions

- [Resolution No. 2023-37 Authorizing and Approving Wastewater Carbon Addition Chemical Agreement Purchase](#)
- [Resolution No. 2022-149 Authorizing and Approving the Purchase of Sodium Hypochlorite from DPC Industries, Inc. for 2022](#)
- [Approval for the Purchase of Water Treatment Chemicals](#)

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to authorize the purchases, the appropriate motion is...  
**That Resolution 2025-06 be adopted.**



## Alternatives

Failure to use the proper chemicals will result in the treated water not meeting permit limits and regulatory requirements. Additionally, the water could become contaminated with harmful bacteria, viruses, and other pathogens, leading to potential health risks.

# RESOLUTION NO. 2025-06

A resolution authorizing 2025 chemical purchases for the Water Recovery Facility, Water Treatment Facility, and Utilities Division

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

## Section 1.

The City Council authorizes and approves the following 2025 chemical purchases in an aggregate amount not to exceed \$3,177,595 for use by the Water Recovery Facility, Water Treatment Facility, and Utilities Division, or such amount as may be approved by City Council in any subsequent budget amendment in 2025:

|  |
|--|
| MicroC (used as a carbon source for denitrification)                       |
| Polymer (Biosolids dewatering)   |
| Ferric Chloride (Odor control)   |
| Sodium Hypochlorite 10% (Disinfectant for Water Recovery & Reuse)          |
| Bioxide Plus 71 (Odor Control)   |
| Aluminum Sulfate (Coagulant)   |
| Liquid Ammonium Sulfate (combines with Chlorine for Disinfectant purposes) |
| Sodium Hypochlorite 10% (Disinfectant)                                     |
| Soda Ash Dense Genesis GR260 (Corrosion Control and pH Adjustment)         |
| Sodium Fluorosilicate Prayon (Fluoride - used for Oral Health)             |
| Liquid Polymer - C308P (Coagulant)   |
| WPH 1000 (Powdered Activated Carbon (Taste & Odor Control)                 |

## Section 2.

The City and County Manager is authorized to issue purchase orders for the above listed chemicals to any vendor participating in the Colorado Multiple Assembly of Procurement Officials (MAPO) or that otherwise meets the requirements of Chapter 3-20 B.M.C. and City Council expressly approves expenditures in excess of \$200,000, and the City and County Manager is authorized to approve changes or amendments to any such vendor agreements or

purchase orders so long as the aggregate not to exceed amount in Section 1 is not exceeded for the cumulative purchase of all chemicals.

### **Section 3.**

The City and County Manager or designee thereof is authorized to approve purchase orders for the above chemicals for up to three successive one-year terms, subject to annual budget appropriations approved by City Council.

### **Section 4.**

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

Approved on January 14, 2025

The City and County of Broomfield, Colorado

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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

### F. Public Hearing Ordinance - Repeal of the Local Ambulance Licensing Program - Second Reading

| Meeting                            | Agenda Group           |
|------------------------------------|------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Action Items Item: 7F. |
| Presented By                       |                        |
| Jason Vahling                      |                        |
| Community Goals                    |                        |

## Overview

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

[View Presentation](#)

This proposed ordinance eliminates the local ambulance licensing program for City and County of Broomfield and removes ambulance service inspection and licensing from the multi-county Intergovernmental Agreement (IGA) for ambulance and secure transportation service inspection and licensing. This reflects Broomfield's desire to operate under the state ambulance licensing program that was established earlier this year

### Attachments

[Second Reading to Repeal the Local Ambulance Licensing Program \(1\).pdf](#)

[Ordinance 2024-2260 Repealing Ambulance Services licensing chapter 5-40 \(2\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

This proposed ordinance is the final step to eliminating the local ambulance licensing program for the City and County of Broomfield. This ordinance relates to Resolution 2024-170, approved on December 3, 2024, removing ambulance service inspection and licensing from the multi-county Intergovernmental Agreement (IGA) for ambulance and secure transportation service inspection and licensing. Combined, the proposed ordinance and the revised IGA reflect Broomfield's desire to operate under the state ambulance licensing program established earlier this year.

Beginning in 2001, the City and County of Broomfield established an ambulance licensing program administered by the Public Health and Environment (PHE) department (B.M.C. Chapter 5-40). Ambulance services are the transportation of patients originating in Broomfield by ambulance. In April 2023, Broomfield established a Secure Transportation Services program also administered by PHE (B.M.C. Chapter 5-43). Secure transportation services are urgent transportation services for individuals experiencing a mental health crisis. Under both programs, any service that wishes to operate in Broomfield must obtain a license and corresponding vehicle permit.

Since 2006, Broomfield has been participating in an IGA with Adams, Arapahoe, Boulder, Douglas, Elbert, and Jefferson counties for the purposes of operating a multi-county inspection and licensing program for ambulances. In 2023, the IGA was amended to add secure transportation services to the multi-county inspection and licensing program. Under the IGA, any ambulance or secure transportation service vehicle licensed and permitted to operate within one of the participating counties can provide service within the other participating counties without having to be separately inspected, licensed, and permitted. This reduces the administrative burden on all parties and helps to ensure a level of consistency across county lines.

[Senate Bill 22-225](#) established a requirement that ambulance service providers wishing to operate in Colorado must obtain a license from the Colorado Department of Public Health and Environment, in accordance with the rules adopted by the Colorado Board of Health, and which became effective July 1, 2024. Cities and counties may choose to require a local authorization in addition to the state license for an ambulance service to operate in their jurisdiction. The participating counties in the IGA have opted not to pursue this option. PHE staff recommends that Broomfield also no longer pursue local licensing for ambulances. As such, Broomfield and the other participating counties wish to amend and restate the IGA to remove the ambulance licensing components while retaining the multi-county agreement to operate the secure transportation services licensing and inspection program. Further, Broomfield seeks to repeal the ambulance license program from the municipal code.

Proposed Ordinance 2024-2260 will repeal Chapter 5-40 from the Broomfield Municipal Code in its entirety. Resolution 2024-170, approved on December 3, 2024, authorized the adoption of the amended and restated IGA that will remove the local ambulance licensing component.

## Financial Considerations

Under the Broomfield ambulance licensing program and per the multi-county IGA, ambulance service providers paid a fee of \$125 per permit, \$105 of which was paid to Jefferson County for conducting the inspections. In 2023, Broomfield issued nine permits, resulting in \$180 retained by the City to offset staff

time and effort to process the applications and issue the license and permits. With the transition to a state ambulance licensing program and the elimination of the Broomfield licensing program, Broomfield will no longer collect \$20 per permit, nor will staff time be expended to administer the program.

## Prior Council or Other Entity Actions

In 2006, Council adopted the original IGA among the participating counties for Broomfield to participate in the regional ambulance licensing and inspection program through [Resolution 2006-177-BH](#).

In 2010, Council adopted the first renewal/revision of the IGA in [Resolution 2010-179-BH](#).

In 2020, Council adopted an Amended and Restated IGA for Ambulance Inspection Services in [Resolution 2020-19-BH](#).

March 7, 2023: Council adopted the Second Amended and Restated IGA for Ambulance and Secure Transportation Inspection and Licensing Services in [Resolution 2023-27](#). Council also approved Ordinance No. 2208 Regulating Secure Transportation Services on first reading. It was approved on second reading on April 11, 2023.

December 3, 2024: Council approved [Resolution 2024-170](#) and approved Ordinance 2260 on [first reading](#).

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the repeal of the Broomfield ambulance licensing program, the appropriate motion is...

**That Ordinance 2260 be adopted on second and final reading and ordered published by title.**

## Alternatives

Do not approve the ordinance on second and final reading, and provide direction to staff concerning inspections for the secured transportation licensing program and the ambulance licensing program.

# **ORDINANCE NO. 2260**

An ordinance repealing Broomfield Municipal Code Chapter 5-40 Ambulance Services

## **Recitals**

Whereas, beginning in 2001, the City and County of Broomfield established an ambulance licensing program that is administered by the Public Health and Environment (PHE) department and codified in B.M.C. Chapter 5-40; and

Whereas, since 2006, Broomfield has been participating with Adams, Arapahoe, Boulder, Douglas, Elbert, and Jefferson counties in a multi-county local inspection and licensing program for ambulances; and

Whereas, Senate Bill 22-225 established a requirement that ambulance service providers wishing to operate in Colorado must obtain a license from the Colorado Department of Public Health and Environment, in accordance with the rules adopted by the Colorado Board of Health, and which became effective July 1, 2024; and

Whereas, under Senate Bill 22-225, local governments may, but are not required to, license ambulance programs; and

Whereas, the counties participating in the multi-county program, including Broomfield, desire to no longer pursue local licensing for ambulances; and

Whereas, to make this change for Broomfield, City Council desires to repeal Chapter 5-40 from the Broomfield Municipal Code.

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

## **Section 1.**

Chapter 5-40, Ambulance Services, is repealed from the Broomfield Municipal Code in its entirety and the chapter is reserved.

## **Section 2.**

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

Introduced and approved after first reading on December 3, 2024, and ordered published in full.

Introduced a second time and approved on January 14, 2024, and ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney





### G. Proposed Resolution Department of Human Services 2025 Grant Funding

| Meeting   | Agenda Group           |
|---|------------------------|
| Tuesday, January 14, 2025, 6:00 PM  | Action Items Item: 7G. |
| Presented By  |                        |
| Mandy Walke   |                        |
| Community Goals   |                        |
| <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community |                        |

## Overview

[View Correspondence](#)

[View Presentation](#)

On August 13, 2024, City Council approved Resolution 2024-108 amending the [policy on community outlays for public purposes](#) for the Department of Human Services (DHS) Nonprofit Grant Program. This policy designates that Case Management Agencies (CMA) will have their funding request reviewed directly by City Council as part of the City's annual budget process. In addition, agencies identified as providing critical community, human services-related needs as determined by DHS will provide an initial application to have their funding request reviewed directly by DHS Management and where applicable, enter into base plus three-year agreements and be provided with direct funding. This will include the Broomfield Community Foundation (BCF) for the Broomfield Community Services Network (BCSN) because of the unique role it serves in the community. All other requests for grants or awards of funds for the public purposes of supporting the health, welfare, and human services for the residents of the City and County of Broomfield are directed to the Broomfield Community Foundation (BCF) and the Department of Human Services (DHS) based on funding tiers. BCF is the primary agency administering and reviewing Tier 1 grants. For Tier 2 grants, BCF collaborates with DHS in administering and reviewing applications. DHS is solely responsible for administering and reviewing Tier 3 grants. Both agencies utilize a formal, competitive application review process to evaluate proposals, ensuring they augment existing programs or address unmet needs in the community that are not already fulfilled by DHS or other organizations. These grants shall be limited to organizations that provide services that benefit City and County of Broomfield residents. The 2025 Budget for these purposes is \$1,799,667 plus an additional \$100,000 contributed by BCF.

**Attachments**

[Memo for DHS Nonprofit Grants 2025-01-14 \(1\).pdf](#)

[Resolution 2025-29 \(A&I Avenues\).pdf](#)

[Resolution 2025-30 \(FISH\).pdf](#)

[Resolution 2025-31 \(CFHW\).pdf](#)

[Resolution 2025-32 \(BCF\).pdf](#)

[A&I Agreement 2025 \(NP\) \(A&I signature\).pdf](#)

[Complete with DocuSign CFHW Agreement 2025 \(.pdf](#)

[FISH Agreement 2025 \(NP\) \(FISH signature\).pdf](#)

[BCF Amendment 4 \(2026 Grant Admin Fee/2025 Tier 1 and 2 Funding\) \(BCF signature\) 2025-26.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

This memo addresses resolutions to approve grant agreements with A&I Avenues, Broomfield FISH, Clinica Family Health & Wellness, and the Broomfield Community Foundation, which require Council approval. Additionally, the memo provides information on all 2025 agency services, awards, and the granting process.

On August 13, 2024, City Council approved [Resolution 2024-108](#) amending the policy on community outlays for public purposes for the Department of Human Services (DHS) Nonprofit Grant Program. This policy designates that Case Management Agencies (CMA) will have their funding request reviewed directly by City Council as part of the City's annual budget process. In addition, agencies identified as providing critical community, human services-related needs as determined by DHS will provide an initial application to have their funding request reviewed directly by DHS Management and where applicable, enter into base plus three-year agreements and be provided with direct funding. This will include the Broomfield Community Foundation (BCF) for the Broomfield Community Services Network (BCSN) because of the unique role it serves in the community. All other requests for grants or awards of funds for the public purposes of supporting the health, welfare, and human services for the residents of the City and County of Broomfield are directed to the Broomfield Community Foundation (BCF) and the Department of Human Services (DHS) based on funding tiers. BCF is the primary agency administering and reviewing Tier 1 grants. For Tier 2 grants, BCF collaborates with DHS in administering and reviewing applications. DHS is solely responsible for administering and reviewing Tier 3 grants. Both agencies utilize a formal, competitive application review process to evaluate proposals, ensuring they augment existing programs or address unmet needs in the community that are not already fulfilled by DHS or other organizations. These grants shall be limited to organizations that provide services that benefit City and County of Broomfield residents. The 2025 Budget for these purposes is \$1,799,667 plus an additional \$100,000 contributed by BCF.

## Financial Considerations

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

| Sources and Uses of Funds  | Amount      |
|--|-------------|
| Developmentally Disabled and Mental Health (08-90100-53164)      | \$1,799,667 |
| Broomfield Community Foundation contribution                     | \$100,000   |
|  |             |
| A&I Avenues  | -\$328,312  |
| Broomfield FISH  | -\$300,000  |
| Clinica Family Health and Wellness                               | -\$345,000  |
| Broomfield Community Foundation<br>2026 Grant Administration Fee | -\$25,000   |

| Sources and Uses of Funds                   | Amount     |
|---|------------|
| Tier 1 Funding                              | -\$361,034 |
| Tier 2 Funding                              | -\$519,331 |
| Broomfield Community Services Network Grant | -\$20,990  |
| Projected Balance                           | \$0        |

Of note, Broomfield has no mill levy dedicated to IDD or mental health services. A broader "Social Services" category mill levy is currently set at 2.25 for Human Services. Currently, official legislation allows, but doesn't require, counties to set mill levies to purchase services and support for persons with intellectual and developmental disabilities (See [§ 25.5-10-206\(6\), C.R.S.](#)). CCBs are required to obtain 5% of their funding from local matching funds, but this doesn't specifically obligate local county governments to be the sole provider of that match (See [10 CCR 2505-10 8.603.5 G-J](#) Colorado Department of Health Care Policy and Financing).

## Prior Council or Other Entity Actions

[Resolutions No. 2024-22, -23, and -24](#) - Council approved the 2024 grant funding to nonprofit agencies.  
[Resolutions No. 2024-100, -107, and -108](#) - Council approved the 2024 additional grant funding to nonprofit agencies and the amended policy and process.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the contract with A&I Avenues, the appropriate motion is...  
**That Resolution 2025-29 be adopted.**

If Council desires to approve the contract with Broomfield FISH, the appropriate motion is...  
**That Resolution 2025-30 be adopted.**

If Council desires to approve the contract with Clinica Family Health and Wellness, the appropriate motion is...  
**That Resolution 2025-31 be adopted.**

If Council desires to approve the contract with the Broomfield Community Foundation, the appropriate motion is...  
**That Resolution 2025-32 be adopted.**

## Alternatives

Do not approve the contracts.

## BACKGROUND

### Community Grants Policy Overview

In August 2024, Council approved [additional funding to nonprofit grant recipients](#) as a result of increased property tax revenue and [policy updates](#). These policy updates included [CCB Case Management Redesign](#), codifying the Broomfield Community Foundation Partnership for grant administration services, and piloting direct funding to critical community, human services-related needs to enter into base plus three-year agreements with agencies aligned with addressing those critical needs. State legislation required that effective July 1, 2024, CCB and Case Management structure would shift such that [Imagine](#) would no longer be Broomfield's Community-Centered Board (CCB). Imagine has merged with [Adult Care Management, Inc.](#) to create "A and I Avenues" that will serve as the Case Management Agency (CMA) to replace Broomfield's CCB. Imagine's Program Approved Service Agency (PASA) services will continue through Imagine and still be part of the competitive grant process.

Additionally, in October 2024, Mental Health Partners (MHP) and Clinica Family Health (Clinica) merged into one organization: Clinica Family Health & Wellness. The merger happened after applications were submitted so the applications were scored separately; however, the contract will be with the new merged entity of Clinica Family Health & Wellness for the proposed purposes and funding amounts of both agencies.

The policy on community outlays for public purposes states that other agencies that wish to receive grant funds from the City and County for public purposes of supporting the health, welfare, and human service needs of Broomfield residents must apply for grant funds through DHS. A grant review committee reviews applications from a variety of agencies and recommends the grants that are awarded.

### Continuous Process Improvement

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

- Phase I (2019):
  - Timely funding distribution to coincide with calendar year funding
  - Alignment of funded proposals with Council Priorities, DHS Strategic Priorities, and the Community/Behavioral Health Improvement Plan
- Phase II (2020-2021):
  - Enhanced performance metrics, measurable outcome indicators, and grant reporting
- Phase III (2022):
  - Tiered funding levels/requirements
  - Direct alignment with strategic priorities and associated funding allocation
  - Focus of Diversity, Equity, Access, and Inclusion efforts
  - Mandatory non-profit consortium meetings in 2022 for all Tier 3 agencies and for Tier 2 agencies providing housing and/or mental health services to discuss goals, performance metrics, outputs and outcomes, collaboration, and impact on community priorities. (Tier 1 and remaining Tier 2 agencies were also encouraged to attend.)
- 2023/24 partnership with the Broomfield Community Foundation for grant administration:
  - Pre-qualifying form to ensure agencies adhered to funding restrictions.
  - Strategic allocation of Tier 1 funding through a partnership with the Broomfield Community Foundation (BCF):
    - BCF to focus on new and smaller organizations by supporting these organizations' development and improving their ability to achieve outcomes for Broomfield residents;
    - DHS to work more closely with larger established community partners on systems-level collaboration for greater community-wide impact;
    - BCF, DHS, and all of our community partners to use a shared language for measurement and outcomes thereby increasing collaboration and effectiveness in the Broomfield community network;
    - Awarded funding indicates the endorsement of both BCF and DHS.
- 2024 Process Improvements:

- Tier 3 funding for critical community services, e.g., IDD, Mental/Behavioral Health, Family Resource Center;
- Pilot of multi-year grant agreement contingent on available funding in the City and County budget;
- Data system integration through the [Unite Us](#) closed loop referral platform (mandatory for Tier 3 agencies);
- Synthesizing of the Non-Profit Consortium with the Broomfield Community Services Network.
- 2025 Process Improvements:
  - Updates to policy including changes from CCB to CMA, codifying BCF grant administration involvement, and base plus three year agreements and direct funding for the Broomfield Community Foundation's Broomfield Community Services Network and other identified agencies providing critical community, human services-related needs.

### Grant Application Review Process

- Building on its growing partnership with the Broomfield Community Foundation (BCF), the Department of Human Services (DHS) has further refined its 2025 Grant Review process to establish a more collaborative model of grant management. As part of this evolving framework, BCF, whose primary role includes managing grants and supporting nonprofits serving Broomfield residents, has taken on greater responsibility for evaluating, administering, and managing grant applications and funding awards. This year, BCF managed 59 of the total initial 63 applications, overseeing every aspect from the prequalification process to application submission, review, interviews, volunteer management, and notification for Tier 1 and Tier 2 organizations. It will also manage and oversee contracting and reporting with Tier 1 & 2 grantees for 2025 awards. This shift significantly reduces the administrative workload for DHS staff, allowing them to focus more on strategic priorities and direct service delivery.
- The grant application and reporting format historically include the basic principles of the Results-Oriented Management and Accountability (ROMA) Logic Model with additional components that, through Data Source and Collection/Reporting, ensures effective progress in addressing the specified community need.
- The following provides an overview of the timeline and processes used to develop grantee recommendations:
  - An informational meeting was held on August 26, 2024, to allow interested agency representatives an opportunity to learn more about the BCF/DHS grant funding process.
  - A notice of request for pre-qualifying forms for grant applications was released in August 2024. Grant application availability was announced through City and County and DHS websites, Twitter, Facebook, NextDoor, the Broomfield Community Services Network, and was distributed electronically to all agencies on the DHS and BCF non-profit grants distribution list. Six organizations either did not qualify or failed to complete the grant application after being qualified. Grant applications were due to BCF/DHS on or before October 2, 2024.
  - The application identified the following general criteria: Project Relevance and Community Impact, Organizational Capacity and Sustainability, Financial Accountability and Transparency, Impact Measurement and Evaluation, Applicant Readiness and Responsiveness, and Community-Specific Engagement. The application also included alignment with City and County Community Goals including Thriving, Diverse, Safe and Welcoming Community and DHS Foundational Principles including Access and Equity, Whole Family Success, and Collaboration.
  - The Broomfield Community Foundation (BCF) convened five Tier 1 grant review subcommittees, comprising a total of 28 community members and 7 members of the BCF Board of Directors. Each subcommittee was chaired by at least one Board member and included at least one community or Board member with expertise in finance.
  - BCF convened one additional review committee to evaluate Tier 2 applications. The Tier 2 committee comprised of a total of 15 reviewers: a BCF Board member, a BCF volunteer in finance, five Human Services staff, five staff members of other City and County of Broomfield Departments (Development, Diversity, Equity, and Inclusion; Library and Cultural Affairs; Police; Public Health; Senior Services) and two community members.
  - Tier 3 committee included the above staff except BCF staff/Board/volunteers.
  - At least one BCF staff member attended every Tier 1 & 2 committee meeting to facilitate the review process, during which application scores were evaluated, and grant award recommendations were determined.

- In early October, all reviewers participated in at least one informational and instructional session designed to ensure a thorough understanding of the review process and access to online materials.
- Each reviewer was then provided with online access to review application packets submitted by the organizations. These packets included a completed online application, a Final Report for previously funded grants (if applicable), financial documents such as a Profit & Loss Statement, Balance Sheet, and Form 990, an audit or annual report (if available), and optional letters of support. Tier 2 applications included additional questions that focused on demonstrating evidence of community need through research and assessments, engaging stakeholders for feedback, projecting measurable outcomes, and maintaining program quality through established standards.
- After an initial review, committee members submitted their first of two online forms to document any initial clarifying questions for the applicants and/or to request interviews. These questions were shared with the respective organizations, and their responses were subsequently reported back to the subcommittees for further deliberation.
- 21 organizations were selected for 30-minute online interviews. Organizations were selected for interviews if they were new applicants, there were significant and/or numerous questions from the subcommittee, or on a three-year rolling basis. All interviews were attended by at least two BCF staff members and available reviewers from the entire pool of volunteers whereby applicant representatives could provide background, answer questions, and discuss projects related to the requested grant funding. Notes were taken from these interviews and provided to the relevant subcommittee.
- Committee members were then given access to the second, more comprehensive online scoring form which evaluated grant applications across four key areas: Grant Narrative, Broomfield-Specific Impact, Program Spending Plan, and Financial Health and Sustainability. Reviewers assessed criteria such as the organization's purpose, community impact, DEAI strategies, financial planning, and performance metrics. Points were assigned based on potential impact, effectiveness, and alignment with funding priorities. This structured approach ensured applications were reviewed holistically for their potential community benefit and organizational capacity. These criteria also help ensure that grant funding supports projects that are impactful, sustainable, and aligned with its mission while holding applicants accountable for effective use of resources.
- The grant application and reporting format include the basic principles of a Program-Centered Logic Model which emphasizes: Inputs - details about resources such as funding, staff, and expertise (e.g., budget breakdowns and staff qualifications); Activities - descriptions of specific services or projects to be funded (e.g., onsite dental care or innovative treatments); Outputs - quantitative metrics like the number of individuals served or the cost per person; and Outcomes - broad community benefits or improvements (e.g., increased access to care or reduced barriers to services).
- BCF administered 44 Tier 1 grant applications and 9 Tier 2 applications. DHS reviewed the nine Tier 2 applications as well as the three Tier 3 grant applications and one Tier 1 application: Broomfield Community Foundation for its BCSN program because of the inherent conflict of interest.
- All Tier 1 subcommittees and the Tier 2/3 review committee convened to discuss and finalize scoring in order to make recommendations to the BCF Board and/or DHS Management.
- A funding pool of \$1,899,667 (which includes a \$100,000 grant from BCF) is available for 2025 grant awards.
- Out of 44 applications reviewed by the Tier 1 Scoring Committee, the committees recommend 36 agencies receive grant awards totaling \$361,034. Out of nine applications reviewed by the Tier 2, the Scoring Committee recommends nine (note: Clinica is merged with MHP in Tier 3) agencies receive grant awards totaling \$519,331. Out of four applications reviewed by the Tier 3 Scoring Committee, four agencies are recommended to receive grant awards totaling \$973,312 + BCF's Tier 1 grant application for their Broomfield Community Services Network (BCSN) \$20,990 and their contract for \$25,000 for grant administration fees. All agency grant awards are listed in more detail, further on in this memorandum.
- BCF will administer all grant contracts and reporting functions for Tier 1 & 2 organizations. DHS service agreements will be executed with three Tier 3 agencies and BCF's Tier 1 agreement to ensure that grant funds are expended in the manner outlined in the grant proposal. Granted agencies will be required to submit quarterly financial reports if they receive over \$200,000 in grant funding and semi-annual financial reports if they receive over \$50,000 up to \$200,000. Those agencies receiving up to \$50,000 will only be required to provide annual reports. All reporting will include information on

how the funds were spent, the unduplicated number of Broomfield residents served, and outcome metrics.

- Non-Profit Consortium Meetings will continue in 2025 in tandem with the Broomfield Community Services Network (BCSN) according to the following criteria:
  - Broomfield Community Foundation
    - Tier 1: Up to \$50K
      - Under 15K granted - optional attendance at BCSN meetings
      - 15K and over - attend regular BCSN meetings
    - Tier 2: Over \$50K up to \$200K
      - Attend regular BCSN meetings
  - Department of Human Services
    - Tier 3: Over \$200K
      - Attend regular BCSN meetings
      - Lead Strategic Partners or Community Conversations on their specific community priority (i.e. Community-Centered Board and/or Intellectual/Development Disability Services, Behavioral Health priorities, Family Resource Center and/or Basic Needs Services)
- DHS identified A&I Avenues, Broomfield FISH, and Clinica Family Health Services as the Tier 3 agencies that will receive direct funding via base plus three year agreements contingent upon available funding and meeting contract deliverables.

## 2025 Grant Awards

57 non-profits (13 to DHS; 44 to BCF) submitted grant applications requesting a total of \$2,886,535. The total budgeted amount available plus a \$100,000 contribution to Tier 1 applicants by Broomfield Community Foundation is 66% of the total requested amount. Agencies new to the DHS grant process could only apply as Tier 1 agencies requesting a maximum amount of \$15,000. The DHS grant scoring committee met to finalize scoring of the three DHS Direct Services Providers applicants and make recommendations to DHS management.

## 2025 Non-Profit Agency Descriptions and Award Outcomes

### Tier 1 Grant Requests (grant process administered by Broomfield Community Foundation)

Below is a description of non-profit agency applicants with awards at or below \$50,000 and their proposed services:

| Organization Name                             | 2023 Award | 2024 Award | 2024 Additional Award | 2025 Request | 2025 Award |
|---|------------|------------|-----------------------|--------------|------------|
| Association for Community Living              | \$10,000   | \$10,000   | n/a                   | \$16,000     | \$13,000   |
| Audio Information Network of Colorado         | \$7,500    | \$7,500    | n/a                   | \$10,000     | \$7,500    |
| Best Buddies International, Inc.              | n/a        | n/a        | n/a                   | \$15,000     | \$5,000    |
| Boulder County AIDS Project (BCAP)            | \$12,000   | \$14,000   | n/a                   | \$15,000     | \$7,500    |
| Boulder Valley Health Center                  | \$15,000   | \$15,000   | n/a                   | \$25,000     | \$17,500   |
| Broomfield Early Childhood Council            | \$8,700    | \$10,000   | n/a                   | \$15,000     | \$8,000    |
| Broomfield Meals on Wheels*                   | \$10,000   | \$22,000   | n/a                   | \$35,000     | \$25,000   |
| Broomfield Rotary Charitable Foundation, Inc. | n/a        | n/a        | n/a                   | \$15,000     | \$10,000   |
| Brothers Redevelopment, Inc                   | \$10,000   | \$10,000   | n/a                   | \$10,000     | \$5,000    |
| Boulder Pride dba Rocky Mountain Equality     | n/a        | n/a        | n/a                   | \$10,000     | \$0        |
| CASA of Adams and Broomfield Counties         | \$9,200    | \$12,600   | n/a                   | \$15,000     | \$15,000   |



|   |          |          |         |          |  |
|---|----------|----------|---------|----------|--|
| Center for People With Disabilities                   | \$10,000 | \$15,000 | n/a     | \$23,500 | \$14,000                               |
| Colorado Safe Parking Initiative                      | \$15,000 | \$30,000 | \$8,699 | \$50,000 | Disqualified - operations end 12/31/24 |
| Coal Creek Adult Education Center                     | \$8,500  | \$8,500  | n/a     | \$9,800  | \$9,000                                |
| Conscious Alliance                                    | \$10,000 | \$13,000 | n/a     | \$25,000 | \$0                                    |
| Cultivate   | \$8,500  | \$8,500  | n/a     | \$8,500  | \$8,500                                |
| Cultural Brokers Advocates                            | n/a      | n/a      | n/a     | \$10,000 | \$2,500                                |
| Denver Regional Mobility & Access Council (DRMAC)     | \$0      | \$5,900  | n/a     | \$15,000 | \$6,000                                |
| Deserving Dental                                      | \$10,000 | \$10,000 | n/a     | \$10,000 | \$10,000                               |
| Five Star Education Foundation                        | \$15,000 | \$22,000 | n/a     | \$32,488 | \$32,000                               |
| Garden to Table                                       | \$4,500  | \$4,500  | n/a     | \$9,000  | \$7,000                                |
| Hands of The Carpenter                                | \$0      | \$5,000  | n/a     | \$25,000 | \$22,500                               |
| Impact on Education                                   | \$5,000  | \$7,000  | n/a     | \$15,000 | \$8,000                                |
| Intercambio Uniting Communities                       | \$7,500  | \$10,000 | n/a     | \$10,000 | \$4,000                                |
| Junior Achievement-Rocky Mountain, Inc.               | \$5,000  | \$8,000  | n/a     | \$10,000 | \$6,100                                |
| Kiwanis Club of Broomfield North Metro Foundation     | n/a      | n/a      | n/a     | \$5,000  | \$5,000                                |
| Parent Engagement Network                             | \$3,750  | \$3,350  | n/a     | \$4,000  | \$4,000                                |
| Pop Culture Classroom                                 | n/a      | n/a      | n/a     | \$10,000 | \$3,500                                |
| Project Angel Heart                                   | \$11,900 | \$17,000 | n/a     | \$22,000 | \$17,000                               |
| PurePoint Outreach                                    | n/a      | n/a      | n/a     | \$10,000 | \$0                                    |
| Rainbow Broomfield                                    | n/a      | n/a      | n/a     | \$10,000 | \$0                                    |
| Reach Out and Read Colorado                           | \$1,537  | \$2,150  | n/a     | \$2,887  | \$2,834                                |
| Rise Above Colorado                                   | \$10,000 | \$10,000 | n/a     | \$25,000 | \$7,500                                |
| Rise Against Suicide                                  | n/a      | n/a      | n/a     | \$15,000 | \$15,000                               |
| Rocky Mountain Legal Center                           | \$10,000 | \$12,500 | n/a     | \$15,000 | \$12,500                               |
| Safehouse Progressive Alliance for Nonviolence (SPAN) | \$18,900 | \$30,000 | \$8,699 | \$40,000 | \$30,000                               |
| Salvation Army Broomfield Corps                       | n/a      | n/a      | n/a     | \$15,000 | \$0                                    |
| Senior Resources of Broomfield, Inc.                  | \$14,600 | \$15,000 | \$4,349 | \$25,000 | \$0                                    |
| Special Olympics Colorado                             | n/a      | n/a      | n/a     | \$10,000 | \$6,100                                |
| Temple Grandin School                                 | n/a      | n/a      | n/a     | \$15,000 | \$0                                    |
| Thorne Nature Experience                              | \$3,500  | \$5,000  | n/a     | \$5,000  | \$5,000                                |
| Thrive-Transformation At Work                         | \$5,000  | \$6,000  | n/a     | \$15,000 | \$6,000                                |
| We Don't Waste  | \$5,000  | \$5,000  | n/a     | \$15,000 | \$0                                    |

|                             |                  |                  |                 |                  |                  |
|-----------------------------|------------------|------------------|-----------------|------------------|------------------|
| Whiz Kids Tutoring, Inc.    | n/a              | n/a              | n/a             | \$10,000         | \$3,500          |
| <b>Total Tier 1 Funding</b> | <b>\$265,587</b> | <b>\$354,500</b> | <b>\$21,747</b> | <b>\$703,175</b> | <b>\$361,034</b> |

\*All funding comes from BCF

[Association for Community Living \(ACL\)](#) is an advocacy organization dedicated to supporting individuals with Intellectual and Developmental Disabilities (IDD). ACL provides Individual, Group, and Systems Advocacy to address the many challenges faced by people with IDD, including limited access to healthcare, long-term care, higher rates of chronic health issues, poor educational outcomes, lack of technology access, low employment rates, high poverty, homelessness, and exclusion from community arts, music, recreation, and leisure activities. With the requested grant of \$16,000, there will be 100-120 Broomfield residents projected to participate in their programming. ACL will receive a grant of \$13,000, which will significantly enhance their advocacy efforts and help us continue to support the IDD community effectively.

[Audio Information Network](#) (DBA Aftersight) will use audio to serve people living with vision loss or blindness in Broomfield. They offer Audio Editions (approximately 110 hours per week), which make local print accessible thanks to a team of volunteers who read and record newspapers, magazines, sales ads, and more. All programming is free, and they also offer free smart speakers, white canes, and online groups to support our community. With a requested grant of \$10,000, they expect to serve around 45-50 unduplicated Broomfield residents and currently serve 42 active, registered individuals. Audio Information Network will receive a grant of \$7,500, which will help them continue and expand services for the vision loss and blindness community in Broomfield.

[Best Buddies International, Inc.](#) is requesting \$15,000 in grant funding to combat the social isolation experienced by students with disabilities by providing school-based inclusion services to Broomfield residents with and without intellectual and developmental disabilities (IDD) at three Broomfield schools. Through this program, students will develop critical social and communication skills by participating in one-to-one friendships, inclusive group activities, and leadership development opportunities. The project will engage a minimum of 60 Broomfield residents in Best Buddies programs. This figure is based on the current membership data, which indicates that 57 Broomfield residents are enrolled in Best Buddies at Aspen K-8 School, Kohl Elementary School, and Broomfield High School. Best Buddies will receive a grant of \$5,000, which will support their efforts to foster inclusion and community for students with and without IDD.

[Boulder County AIDS Project](#) (BCAP) would utilize the \$15,000 grant request to support HIV Care Services for Broomfield residents living with HIV and Prevention Services for Broomfield residents at risk of acquiring HIV/HCV. BCAP's HIV Services have resulted in improved health outcomes for people living with HIV (PLHIV) and decreased HIV transmission community-wide. Through educational presentations and tabling at events, BCAP has increased the level of HIV knowledge and awareness across the community. BCAP will provide HIV Care Services for 15 unduplicated Broomfield residents living with HIV and Prevention Services for 850 Broomfield residents at risk of acquiring HIV/HCV. BCAP will receive a grant in the amount of \$7,500.

[Boulder Pride](#) DBA Rocky Mountain Equality (RMEQ) requested \$10,000 to enhance its LGBTQ+ youth program by offering social-emotional support, community-building, and recovery-focused activities for young people in Broomfield County. The proposed expansion aimed to improve mental health, prevent substance use, and promote positive peer engagement. These services were designed to foster resilience, well-being, and stronger connections among LGBTQ+ youth, with an anticipated reach of 42 unduplicated Broomfield youth. This grant request will not be funded in 2025.

[Boulder Valley Women's Health Center](#) is requesting a \$25,000 grant to subsidize core reproductive health services and sexual health education programming. In the clinic, these programs will include Menopausal Transition Care, Gender Affirming Care, and PrEP HIV Prevention Services for all patients who seek these services. They anticipate seeing about 80 Broomfield patients for reproductive health services in their Boulder clinic in 2025. They also anticipate teaching

approximately 50 hours and reaching 500 Broomfield students across 2025; they are currently scheduled at Broomfield High and Aspen Creek Middle School. Boulder Valley Health Center will receive a grant of \$17,500.

[Broomfield Early Childhood Council \(BECC\)](#) is seeking \$15,000 in grant funding to deliver evidence-based best practices to early childhood educators to enhance children's social-emotional development while fostering lifelong learning and prosocial behavior. Additionally, they will offer parenting classes based on the same principles to support the continuity of skills for Broomfield families, helping to build strong connections, reduce stress, and promote positive family dynamics. mBECC plans to serve 117 people directly and approximately 400 children indirectly by educating those who care for children. For the parenting classes, BECC has a capacity of 18 parents/caregivers per course, focusing on direct service to the adults. These programs will indirectly impact over 400 children by promoting social/emotional development skills and best practices. BECC will receive a \$8,000 grant to support these vital services and educational programs.

[Broomfield Meals on Wheels](#) is requesting \$35,000 in grant funding to purchase food supplies, including fresh, frozen, and dry food products, for their program. This funding will tremendously impact their clients by helping keep meal fees low and preventing any fee increases in 2025. Broomfield Meals on Wheels will serve approximately 360 unduplicated clients in 2025. Broomfield Meals on Wheels will receive a grant of \$25,000, which will support their efforts to provide affordable meals to the community. All funding for this grant is provided exclusively by the Broomfield Community Foundation.

[Broomfield Rotary Charitable Foundation](#) is seeking \$15,000 in funding for the [Dolly Parton Imagination Library](#), a program that provides free books to children from birth to age five. The program is supported by contributions from Dolly Parton, the State of Colorado, and the Broomfield Rotary. Their goal is to reach 1,900 children in Broomfield. Based on research from Neilsberg and projections from the Imagination Library, there are about 3,200 children under five in the relevant zip codes, and they expect around 60% (or 1,900 children) to participate. The cost per child is \$28 per year, with the State of Colorado covering half and the Rotary Club of Broomfield covering the other half, amounting to \$14 per child annually. The Broomfield Rotary will receive a \$10,000 grant to support this initiative.

[Brothers Redevelopment, Inc.'s](#) Paint-A-Thon (PAT) program aims to provide essential exterior home maintenance, including free painting services, to low-income older adults and disabled homeowners in Broomfield. The \$10,000 grant request would enable them to serve four unique residents, enhancing the safety and appearance of their homes. The funding will support community members who meet HUD income guidelines and need assistance maintaining their homes. Brothers Redevelopment will receive a \$5,000 grant to help achieve this goal.

[CASA of Adams and Broomfield Counties](#) is dedicated to recruiting, training, and supervising community volunteers to advocate for and support vulnerable youth and their families. This includes children who have experienced abuse, neglect, or are disengaged from school. In fiscal year 2025, CASA projects that 30 Broomfield residents will benefit from their services through the CASA and Family Engagement Volunteer Programs, and CASA requested \$15,000 in grant funding. This is an increase from fiscal year 2024, where 28 Broomfield residents were served, representing about 6% of the total children served by the organization. CASA will receive a \$15,000 grant to support these efforts.

[The Center for People With Disabilities \(CPWD\)](#) will offer Independent Living Services to at least 100 Broomfield residents with disabilities. These services include independent living skills training, assistive technology training, youth services, peer support, and other necessary support. CPWD is a cross-disability, nonresidential, nonprofit agency that has been providing unique services to people with disabilities since 1977. They have requested \$23,500 in grant funding. Initially focused on helping people with disabilities gain employment, CPWD has expanded its services over the years. They will receive a \$14,000 grant to support these efforts.

[Coal Creek Adult Education Center](#) is a non-profit located in Lafayette that provides high school equivalency preparation and English as a Second Language (ESL) courses to adults. They requested \$9,800 for its existing and successful High School Equivalency preparation class held in partnership with the Broomfield Workforce Center. Class is

held two afternoons per week onsite at the Workforce Center and is tuition-free. CCAEC is seeking funding for a full year of classes in 2025 for 40 Broomfield students. They will receive a \$9,000 grant to support adult English classes.

[Colorado Safe Parking Initiative](#) (CSPI) CSPI requested \$50,000 in grant funding to sustain its network of three legal parking locations (SafeLots) in the City and County of Broomfield. These SafeLots provide a secure, sanitary place for residents experiencing homelessness and living in their vehicles (PLV) to park overnight. Additionally, participants are offered case management and re-housing assistance to improve stability, address barriers to housing, and support positive housing outcomes. CSPI projects serving 75 unduplicated Broomfield residents in 2025 based on current trends. BCF and DHS received notification in December that CSPI will be closing its operations state-wide at the end of the year so no grant funding will be distributed to them.

[Conscious Alliance](#), a Boulder-based non-profit with a distribution center in Broomfield, provides hunger relief and youth empowerment food drives and donation collections. They requested \$30,000 to contribute to their ongoing program that puts more free meals, snacks, and other essentials in the hands of those who are in need. Conscious Alliance reduces barriers and increases the flow of food through various channels by developing partnerships with schools, preschools, organizations, and food pantries reaching over 500 Broomfield residents facing food insecurity. The agency will not receive a 2025 grant.

[Cultivate](#) is requesting \$8,500 in grant funding to provide no-cost services to seniors in Broomfield County. The services they provide include Carry-Out Caravan free grocery shopping and delivery; VetsGo volunteer-escorted medical transportation to Veterans age 60+ and their senior family members; Fix-It free home repairs, including grab bar installation and minor home repairs to improve safety for seniors living in their own homes; and PhoneBuddies, a companion call program that increases connection and provides support and companionship to senior clients while also providing an informed chance to gauge their well-being. Cultivate plans to serve 43 unduplicated Broomfield residents. They are receiving \$8,500 in grant funding.

[Cultural Brokers Advocates](#) (CBA) requested \$10,000 in grant funding to enhance healthcare access for underserved Broomfield residents by providing culturally congruent mental and behavioral health outreach, counseling, and referral services. With grant funding, CBA will serve 200 unduplicated residents in 2025. The focus will be on bridging gaps in healthcare navigation and addressing social determinants of health, including housing and food security. Cultural Brokers Advocates will receive a grant of \$2,500.

[Denver Regional Mobility & Access Council \(DRMAC\)](#) is requesting \$15,000 in grant funding to further cultivate relationships with historically underrepresented communities, including communities of color, immigrant and refugee communities, linguistically diverse populations, low-income populations, people with disabilities, seniors, youth, people experiencing houselessness, veterans, and/or the LGBTQIA+ community in Broomfield. Transportation is directly connected to a person's quality of life. They participate in Broomfield transportation studies to ensure they are educated about the barriers the community is facing and to better position themselves to be advocates for residents. One hundred and forty-six Broomfield residents are projected to participate in or experience programming through this funding opportunity. DRMAC will receive \$6,000 in grant funding.

[Deserving Dental](#) is a nonprofit that provides onsite dental hygiene services to people living inside homeless shelters, runaway youth centers, nursing homes, memory care units, substance abuse facilities, battered women's shelters, and more. The agency requested \$10,000 to continue serving individuals experiencing homelessness with onsite dental care at The Refuge. Deserving Dental provides onsite dental care by utilizing pop-up clinics inside The Refuge for individuals experiencing homelessness. This unique care model delivers access to care and removes barriers to care for Broomfield's underserved and underrepresented populations. In addition to The Refuge's clients who Deserving Dental is serving with Medicaid reimbursement, an additional 40-50 individuals without state assistance and financial limitations will be served because of the funding. Deserving Dental was awarded \$10,000 in grant funding.

[Five Star Education Foundation](#) is a nonprofit foundation that has evolved from an all-volunteer organization taking on pressing student needs, supporting metric-driven outcomes for its programs and areas of support. The agency requested \$32,488 in grant funding to support the most vulnerable Broomfield students enrolled in Adams 12 School District. This is done through the Resource Network Program, which provides fresh and non-perishable food, grocery cards, clothing, hygiene products, school supplies, and essential household items to all Broomfield students and families needing assistance. The Resource Network program provides fresh and non-perishable food, grocery cards, clothing, hygiene products, school supplies, and essential household items to all Broomfield students and families needing assistance. They also partner with the Student and Family Outreach Program (SFOP) in Adams 12 for ongoing support of these students and their families when necessary, including but not limited to housing assistance, utilities assistance, internet access, food banks, transportation assistance, and SNAP/WIC and Medicaid enrollment. Four Five Star Resource Network sites exist in Broomfield: Centennial Elementary, Mountain View Elementary, Westlake Middle School, and Legacy High School, serving 1,300 unduplicated Broomfield residents. Five Star Education Foundation will receive \$32,000 in grant funding.

[Garden to Table Growe Foundation](#) is a nonprofit that provides gardens, curriculum, and support to schools in Boulder County and surrounding areas. Garden to Table is requesting \$9,000 in grant funding to support garden-based education for 607 students, 40 educators, and 30 volunteers at Emerald and Kohl Elementary Schools. The program includes 100 lessons, a custom curriculum, garden maintenance, and volunteer engagement tools. Their mission is to empower school communities with gardens and a curriculum for experiential outdoor education. Last year, 615 students, 35 teachers, and 20+ volunteers participated. The foundation aims to increase volunteer participation and will receive \$7,000 in grant funding.

[Hands of the Carpenter](#) is seeking \$25,000 in grant funding to support automotive services for working single mothers in Broomfield, addressing the often-overlooked barrier of unreliable transportation. The programs provide immediate and long-term services, including vehicle assessment, repairs, maintenance, placements, and car care education. These services will help 20 single mothers living in Broomfield maintain employment, provide for their children, and strive for economic self-sufficiency. Hands of the Carpenter will receive \$22,500 in grant funding.

[Impact on Education](#) is a foundation supporting all 29,000 students and 4,000 educators in the Boulder Valley School District. They are requesting \$15,000 in grant funding to support over 1,000 students in Broomfield schools. Programs include teacher projects to promote classroom equity, Kindergarten preparation, school supplies for low-income students, and preparing high school students for life after graduation. Additionally, all students at Broomfield High School will have access to a mental health advocate, and all elementary and middle school students will have access to multicultural art supplies. Their programs are available to all 3,975 students in Broomfield schools, with an anticipated 1,050 plus students directly benefiting. Impact on Education will receive \$8,000 in grant funding.

[Intercambio](#) is a nonprofit organization in Boulder that helps build secure and cohesive communities by providing immigrants with opportunities to learn language, life, and cultural skills to meet personal needs in health, education, economic sustainability, and citizenship. They are requesting \$10,000 in funding for their English Programs, which serve 30 adult immigrant residents of Broomfield. Classes, taught by trained community volunteers, are offered both online and in person, in group and one-on-one settings. Since 2001, The Intercambio Way has increased confidence, self-sufficiency, and community integration for immigrant neighbors. With this grant, 30 Broomfield residents are projected to take English classes. Intercambio will receive \$4,000 in grant funding.

[Junior Achievement - Rocky Mountain](#), founded in 1919, aims to teach children about citizenship and concepts like thrift, economy, and industry. Today, they prepare young people for the 21st-century workplace and global economy by inspiring a passion for free enterprise and entrepreneurship and instilling personal financial literacy. The agency requested \$10,000 for programs that teach critical life skills focused on financial literacy, work readiness, and entrepreneurship. These programs are provided at no cost, but expenses include curriculum development and

materials, volunteer and teacher recruitment, training and support, technology, and space for off-site programs. They aim to engage 2,500 Broomfield students with their educational programs. The agency will receive a grant of \$6,100.

[The Kiwanis Club of Broomfield North Metro Foundation](#) is requesting \$5,000 for their Mobile Resource Trailer, which delivers critical resources to underserved children in the greater Broomfield community. This initiative operates through a three-pronged approach: bringing resources directly to those in need, providing a welcoming "shop at no cost" experience where families can choose the items they need most, and allowing the foundation to focus on delivering the right resources to locations with the greatest need. They will distribute essential winter necessities (coats, hats, and mittens) to 300 children and family members experiencing basic resource insecurity. The foundation will receive a grant of \$5,000.

[Parent Engagement Network](#), located in Broomfield, provides evidence-based information, connection opportunities, and resources to parents, addressing issues such as resilience, drugs and alcohol, stress and anxiety, and technology. They requested \$4,000 to provide programming for parents and caregivers, including support, resources, and interaction with experts. The focus areas include the opioid crisis, building resiliency, and anti-bullying. They plan to reach at least 250 Broomfield residents by collaborating with others to avoid duplicating services. They will receive a grant of \$4,000.

[Pop Culture Classroom](#) (PCC) is partnering with the Autism Society of Colorado (ASC), located in Broomfield, to create a special issue of Colorful History that highlights the strengths and experiences of the autistic community in the U.S. This comic will serve as a resource for people with autism and help educate the public about their experiences. An event will celebrate the comic's release, featuring opportunities for guests to engage with the autistic community and learn from various organizations. PCC requested \$10,000 for this project, which is part of an ongoing series with over 80 issues. The autism-related comic will serve as both an inspiring resource for individuals with autism and an educational tool for the wider public. In addition to the four-page comic, PCC will produce an extensive curriculum-aligned teaching guide. They anticipate 200 to 300 participants at the event. Pop Culture Classroom will receive \$3,500 in grant funding.

[Project Angel Heart](#) requests \$22,000 to prepare and home-deliver 4,800 medically tailored meals, free of charge, to 50 critically ill Broomfield residents in 2025. This projection is based on the number of Broomfield residents served in previous years and anticipated trends in applications and funding. The meals are freshly prepared by professional chefs using high-quality ingredients, at no cost to clients. The program is unique in delivering a week's worth of frozen meals at a time, allowing clients the flexibility, independence, and dignity to decide what and when to eat. The agency will receive \$17,000 in grant funding.

[Pure Point Outreach](#) sought funding to expand its AcuDetox services within the Broomfield community, targeting first responders, Department of Human Services staff, and underserved populations. AcuDetox, also known as AcuWellness, involves a five-point auricular acupuncture protocol with sterile needles retained for 30-45 minutes to support stress management and emotional well-being. Previous funding from the Broomfield Community Foundation supported AcuDetox treatments for frontline workers and vulnerable groups. This initiative aimed to serve up to 2,000 unduplicated participants but will not receive funding in 2025.

[Rainbow Broomfield](#) requested \$10,000 to support Broomfield Pride, an annual community event scheduled for June 7, 2025, at Broomfield Community Park. This free, inclusive event celebrates the LGBTQIA+ community and is open to all. Since its inception in 2021, Broomfield Pride has grown, relaunching in 2024 under Rainbow Broomfield's new independent organization. The event features food, music, family-friendly entertainment, and over 35 community organizations, drawing over 1,000 attendees. This organization will not receive funding in 2025.

[Reach Out and Read](#) is a nonprofit coalition operating in 328 healthcare clinics across Colorado's 64 counties, focusing on children growing up in poverty. They are seeking \$2,887 in grant funding to support the continued implementation of their program in partner clinics serving Broomfield children and families. These funds will help ensure the program is



delivered with fidelity, maintaining the outcomes of their evidence-based model. The program provides early literacy materials to children ages 0-5 during well-visit appointments, expecting to serve at least 248 well-visits next year. The agency will receive a grant of \$2,834. With the funds, they will deliver books at 356 well-child visits through the Clinica Family Health network, providing literacy guidance, new books, and access to a literacy-rich waiting room where families could take home additional gently used books to support daily reading.

[Rise Above Colorado](#) (RAC), a statewide prevention organization, requests \$25,000 in grant funding to continue its partnership with Broomfield Public Health (BPH) for youth substance use prevention. This funding will support the "Fill Your World With Good" social norming messaging campaign and BPH's participation in RAC's Positive Community Norms Action Team, alongside six other Colorado communities. The project aims to reduce youth misperceptions of peer substance use and amplify positive norms in Broomfield, supporting the Youth4Youth (Y4Y) and Communities That Care (CTC) coalitions. Rise Above Colorado anticipates reaching approximately 3,286 Broomfield youth with positive norming messages. The agency will receive a grant of \$7,500.

[Rise Against Suicide](#) is seeking \$15,000 in grant funding from the DHS/BCF Human Services grant to support its program providing free, immediate access to mental health care for Broomfield youth at risk of suicide. With the anticipated grant, they plan to fund 125 therapy sessions, effectively supporting 12 residents. Based on historical data, youth typically require an average of 10 sessions to address their needs adequately. The grant will support Rise Against Suicide's mission to help at-risk youth by removing financial and social barriers to treatment, enabling them to find hope and healing. Rise Against Suicide empowers youth aged 19 and under in Boulder, Longmont, and surrounding areas by connecting them with skilled therapists to navigate their thoughts and emotions. The program aims to serve approximately 12 unduplicated Broomfield residents, addressing suicidal ideation and preventing crises. They will receive \$15,000 in grant funding.

[Rocky Mountain Legal Center](#) is a non-profit that bridges financial gaps by offering free legal services to people who otherwise could not afford them. The agency requested \$15,000 for free and low-cost legal services to Broomfield residents with an emphasis on helping people with limited financial resources. This agency anticipates providing free and direct legal services to 170 Broomfield residents will receive free and low-cost legal services and direct representation from in-house licensed attorneys. The agency will receive a grant of \$12,500.

[Safehouse Progressive Alliance](#) (SPAN) is seeking \$40,000 in grant funding to support its existing services for Broomfield residents. SPAN's Emergency Shelter, which has 27 beds and is staffed 24/7, is home to the Crisis & Information Hotline. It provides all basic needs and resource navigation to help survivors rebuild their lives after violence. This shelter offers the only beds dedicated to domestic violence victims and their children in Broomfield County. In 2025, SPAN will provide safe, confidential emergency shelter, crisis intervention services, counseling, legal advocacy, and long-term transitional services, including housing support, to at least 1,950 Broomfield survivors of domestic violence and their children. SPAN will receive \$30,000 in grant funding.

[Senior Resources of Broomfield, Inc.](#) is a non-profit organization that acts as an advocate for senior issues and provides supplementary financial support to Senior Services for a variety of senior programs. They requested \$25,000 to fund their executive director's salary. They plan to serve 304 seniors that will use SRB's subsidy for city programs, an estimated 176 older adults accessing their SRBCares programs, and an expansion of their volunteer network to two hundred. They will not receive a 2025 grant.

[Special Olympics Colorado](#) seeks \$10,000 in funding for its sports and recreation program for Broomfield residents with intellectual and developmental disabilities (IDD). This program includes 112 Broomfield athletes (participants with IDD), 7 unified partners (participants without IDD), and 7 young athletes (both with and without IDD). Additionally, it serves six partner schools through the Unified Champion Schools inclusion program, benefiting the entire school population. The funding will also support the six partner Unified Champion Schools and their full student bodies in Broomfield. Special Olympics Colorado will receive \$6,100 in grant funding.

[Temple Grandin School](#) sought \$15,000 to support its existing programs, including the Transitions and Plus One programs. These initiatives provide socio-emotional learning, career coaching, and extracurricular activities for students with intellectual and developmental disabilities, including autism. Many students have co-occurring behavioral and mental health challenges such as anxiety, depression, and obsessive-compulsive disorder. Two students with strong Broomfield ties represent 9% of the school's total enrollment. This organization will not be funded in 2025.

[The Salvation Army](#) (Broomfield Corps) The Salvation Army in Broomfield requested \$15,000 to support its afterschool childcare program, which serves up to 30 children from kindergarten through fifth grade. The program provides a safe, nurturing, and low-cost environment for children from Birch and Emerald Elementary Schools, enabling parents to complete their workday. This organization will not receive funding in 2025.

[Thorne Nature Experience](#) is a nonprofit with a mission to connect youth to nature through joyful, hands-on, place-based environmental education experiences. Thorne's programs are designed to build the next generation of earth stewards and positively impact participants' social-emotional, physical and mental health well-being along with their academic achievement. Significant emphasis is placed on reaching low-income and Latino youth. The agency requested \$5,000 for their Nature Immersion Program at Kohl and Emerald Elementary schools in Broomfield, both of which are Title 1 schools. Through the Nature Immersion Program, Thorne will serve more than 250 Broomfield youth, with more than 60% of those youth coming from an underserved community. The agency will receive a grant of \$5,000.

[Thrive - Transformation at Work](#) is a non-profit in Lafayette that provides employment services to promote self-sufficiency and stability. Thrive aims for 19 Broomfield residents to complete the 4-day employment workshop, totaling 28 hours of programming per resident. These individuals will receive one year of employment coaching and access to all other services. Thrive anticipates that 30 Broomfield residents will engage in programming to include basic employment resources and one-time job coaching. The agency requested \$15,000 and will receive a grant of \$6,000.

[We Don't Waste](#) is a non-profit founded in 2009 to help feed the thousands of community members experiencing food insecurity, and to reduce the amount of food waste entering area landfills. Over the past 13 years, We Don't Waste has grown to become the largest food recovery-focused organization in Colorado and a significant force in our state's efforts to increase food security. The agency requested \$15,000 for funding that will support We Don't Waste's "Increasing Food Security in Broomfield County" program. Through this program, We Don't Waste distributes quality, nutritious food to nonprofit agencies serving Broomfield residents, who in turn provide this food to their clients through their meal programs and/or food banks/food pantries. By offering this food to nonprofits serving food-insecure populations, We Don't Waste is providing easy access to nutritious food, in safe and familiar environments for Broomfield County's food-insecure families and individuals. We Don't Waste estimates it will serve approximately 15,000 Broomfield County residents with nutritious food during the grant period. The agency will not receive a 2025 grant.

[Whiz Kids Tutoring, Inc.](#) requests \$10,000 in grant funding to support one-on-one tutoring and mentoring for under-resourced students at a site near Mountain View Elementary, part of Adams 12 Five Star Schools. Whiz Kids serves students from schools with 50% or more free/reduced lunch, aiming to empower Broomfield youth by addressing the achievement gap, especially for children of color, and helping them build a strong foundation. The program projects that 100 unduplicated Broomfield residents will benefit from this grant. With support from the Broomfield Community Foundation, Whiz Kids can deliver targeted tutoring and mentoring services, advancing its commitment to diversity initiatives and helping students succeed academically and personally. This agency will receive \$3,500 in grant funding.

#### **Tier 2 Grant Requests** (grant process administered by BCF, also scored/reviewed by DHS)

Below is a description of non-profit agency applicants requesting funding between \$50,001 and \$200,000 and their proposed services:



| Organization Name                                | 2023 Award               | 2024 Award       | 2024 Additional Award | 2025 Request     | 2025 Award       |
|--|--------------------------|------------------|-----------------------|------------------|------------------|
| A Precious Child                                 | \$20,900                 | \$60,000         | \$17,396              | \$150,000        | \$60,000         |
| Almost Home Inc.                                 | n/a                      | \$64,000         | \$64,016              | \$199,948        | \$99,000         |
| Bal Swan Children's Center                       | \$24,000                 | \$45,000         | \$13,047              | \$65,000         | \$45,000         |
| Clinica Family Health                            | (See Tier 3 Table below) |                  |                       |                  |                  |
| Community Food Share                             | \$35,100                 | \$45,000         | \$13,047              | \$52,000         | \$47,331         |
| FRIENDS of Broomfield, Inc                       | \$100,000                | \$65,000         | \$18,846              | \$100,000        | \$65,000         |
| Imagine (Program Approved Service Agency [PASA]) | \$101,618                | \$78,000         | \$22,615              | \$159,816        | \$78,000         |
| Ralston House                                    | \$35,100                 | \$48,750         | \$14,135              | \$65,000         | \$50,000         |
| The Refuge                                       | \$21,800                 | \$49,500         | \$16,500              | \$125,000        | \$75,000         |
| <b>Total Tier 2 Funding</b>                      | <b>\$338,518</b>         | <b>\$455,250</b> | <b>\$179,602</b>      | <b>\$916,764</b> | <b>\$519,331</b> |

[A Precious Child \(APC\)](#) is a Broomfield-based organization that provides opportunities and resources to Colorado children in need, empowering them to achieve their full potential. APC is requesting \$150,000 in grant funding to provide holistic, wrap-around services that address social determinants of health, such as economic stability and access to education and healthcare. This funding will support residents in accessing these vital services. In 2023, they served 2,134 children and 348 caretakers (unduplicated). They are on target to surpass 2023 numbers served by 120%, meaning they will serve approximately 2,978 unduplicated Broomfield residents. Their goal is to continue this growth, bringing the estimated number of residents served in 2025 to 3,574. APC will receive a grant of \$60,000.

[Almost Home Inc.](#) works to assist those in need, empowering them to build a better life and achieve self-sufficiency and stability through creative solutions to prevent and confront homelessness. Almost Home is requesting \$199,948 in grant funding to support the staffing costs of two Broomfield Housing Navigators, both direct-service positions vital to the Broomfield Street Outreach and Severe Weather Activation Program (SWAP). Funding will also contribute to the cost of SWAP Outreach Housing Navigator Nicole Criner, who has proven her value through the outcomes data of fiscal year 24's Broomfield County emergency sheltering and outreach services. Almost Home's Street Outreach and SWAP Housing will provide 140 unique households with SWAP services during inclement weather, 80 unique residents of Broomfield with client-centered case management services, and 5-15 households with Rapid Re-housing services in fiscal year 25. Almost Home will receive a \$99,000 grant.

[Bal Swan Children's Center](#) builds social-emotional foundations for children in Broomfield. The Center serves children of all abilities in a fully inclusive environment, creating individuals who see themselves and others through a lens of strength. These children will grow up to be adults who value others, embrace diversity, and approach the world with innovation, compassion, respect, and an intrinsic sense of self-worth. They are requesting a grant of \$65,000 to support the needs of neurodivergent students. Bal Swan currently has 182 students, of which 124 live in Broomfield. All 124 students will benefit from the support of the Broomfield Human Services grant because all students benefit from the high-quality teaching, assessment, and intervention that Bal Swan offers. They will receive a grant of \$45,000.

[Clinica Family Health](#) provides integrated physical, mental, and dental health care for low-income and/or uninsured City and County of Broomfield residents. They are requesting \$75,000 in grant funding to sustain their existing program, which supports more than 2,100 Broomfield residents. Clinica focuses on caring for individuals for whom out-of-pocket health care expenses are prohibitive. This organization will receive a grant in the amount of \$45,000.

[Community Food Share](#) works to eliminate hunger in Boulder and Broomfield Counties. They are requesting a grant of \$52,000 for their ongoing food distribution services to support residents of Broomfield City and County. Community Food Share commits to supporting food-insecure residents of Broomfield City and County in 2025, including twice-monthly mobile pantry services, home grocery and prepared meal delivery to seniors, and an open door to host any Broomfield neighbor in need at their on-site Feeding Families pantry in South Louisville, open 18 hours per week. Based on growth in their programs and specific demand in Broomfield, they anticipate that their no-cost healthy food distribution will serve 2,248 unduplicated individuals in 849 households. They will receive \$47,331 in grant funding.

[F.R.I.E.N.D.S. of Broomfield, Inc.](#) creates opportunities for individuals with intellectual and developmental disabilities (IDD). FRIENDS is requesting \$100,000 in grant funding for general operating expenses to support their programs for adults with IDD, who face challenges in health, housing, employment, and independence. The general operating funds will be used to support their Day, Residential, Supported Employment, Social, and Behavioral Support programs for 68 adults with IDD from Broomfield. FRIENDS will receive \$65,000 in grant funding.

[Imagine!](#) requests \$159,816 in grant funds to support and expand existing services for individuals with IDD. Imagine! provides a breadth of support and services to individuals with IDD, including School Age, Adult Community, Supported Employment, and Residential services. As a result of grant funding, Imagine! will be able to serve 77 unduplicated Broomfield residents; Imagine! serves over 100 unique Broomfield residents in all its programs. Imagine! will receive \$78,000 in grant funding.

[Ralston House](#) is seeking \$65,000 in grant funding to support existing child advocacy services for Broomfield residents. Ralston House is an accredited child advocacy center through the National Children's Alliance (NCA), operating under strict, best-practice standards to assist in the investigation of child abuse. Ralston House will use funding to support staffing at their Child Advocacy Center, including forensic interviewers, victim advocates, and the Child Abuse Pediatrician. Ralston House expects to provide 50 Broomfield children with forensic interviews and victim advocacy in 2025, 30 caregivers from Broomfield with victim advocacy, crisis intervention, education, referrals, support, and pediatric forensic medical examinations to five Broomfield children. Ralston House will receive \$50,000 to support its programming.

[The Refuge](#) requests \$125,000 in grant funding for support for the most urgently needed projects: Broomfield Cares Mobile Outreach Team, Collaborative Network Liaison, and a part-time Resource Navigator with social work skills to focus on relational and collaborative resource connection. Funding will also support a Volunteer Coordinator to develop volunteers and key partners to meet growing needs. Through this grant funding, the Refuge Cafe and Broomfield Cares Mobile Outreach team will continue to fill a crucial and unique gap in Broomfield by providing essential basic needs, relational connection, and practical support for people experiencing homelessness and without social safety nets. Their person-centered efforts, coupled with strategic community partners on-site and on the Outreach Team, break down significant obstacles to housing, mental and physical health care, and other community resources. The Refuge Cafe will serve over 575 vulnerable Broomfield residents, including over 200 who are experiencing homelessness. The Refuge will receive \$75,000 in grant funding for 2025.

#### **Directly Funding Agencies** (grant process administered by DHS)

Tier 3 agencies receiving over \$200,000 in grant funds and Broomfield Community Foundation's grant request are specified below. These agencies will receive base plus three year agreements based on this year's proposal and grant funding amount contingent on meeting contract deliverables and budget availability. The funding model is to increase each of these agencies' annual awards commensurate with the percentage increase to the total nonprofit grant funding unless extenuating circumstances.

| Organization Name                                     | 2023 Award       | 2024 Award       | 2024 Additional Award | 2025 Request       | 2025 Award       |
|---|------------------|------------------|-----------------------|--------------------|------------------|
| Imagine (CCB)*  | \$324,628        | \$288,964        |                       |                    |                  |
| A&I Avenues (CMA)*                                    |                  |                  | \$39,348              | \$344,096          | \$328,312        |
| Broomfield FISH                                       | \$200,000        | \$200,000        | \$100,000             | \$400,000          | \$300,000        |
| Clinica Family Health**                               | \$21,800         | \$32,500         | \$9,423               | \$75,000           |                  |
| Mental Health Partners**                              | \$300,000        | \$300,000        | \$125,000             | \$425,000          |                  |
| Clinica Family Health and Wellness**                  |                  |                  |                       |                    | \$345,000        |
| Broomfield Community Foundation (BCSN grant proposal) | \$15,000         | \$16,250         | \$8,750               | \$32,500           | \$20,990         |
| <b>Total Tier 3/BCF Funding</b>                       | <b>\$861,428</b> | <b>\$837,714</b> | <b>\$282,521</b>      | <b>\$1,276,596</b> | <b>\$994,302</b> |

\*Imagine (CCB) and [Adult Care Management, Inc.](#) merged in July 2024 into A&I Avenues (CMA). Scored via separate process per Council policy.

\*\*Clinica Family Health (applied as Tier 2) and Mental Health Partners (applied as Tier 3) merged in October 2024 into Clinica Family Health and Wellness.

[Broomfield Community Foundation \(BCF\)](#) is a non-profit in Broomfield that receives, administers, and disburses funds for public, charitable causes including human service programs, senior citizen programs, educational programs, civic projects, and arts and humanities, and other purposes that benefit Broomfield residents. The agency requested \$32,500 to facilitate the Broomfield Community Service Network (BCSN). BCSN's primary purpose is to connect social service providers and build capacity for greater collaborative impact. Through monthly meetings, trainings, a weekly newsletter, and equity-driven special events, BCSN will resource local leaders to serve the community in more equitable, accessible ways. BCSN has communication with more than 330 individuals from different organizations in Broomfield. The agency will receive a grant of \$20,990.

[A&I Avenues](#) is a Lafayette-based non-profit agency created as a merger with Imagine and ACMI that now serves as Broomfield's Case Management Agency. Imagine served as Broomfield's Community Centered Board (CCB) contracted by the State to coordinate and ensure the provision of services for persons with intellectual and developmental disabilities living within a specified geographical area. As a result of legislative analysis and to ensure alignment with the [Conflict Free Case Management](#) (CM) and [Case Management Redesign](#) under the Colorado Department of Healthcare Policy & Finance, CCB programs were shifted to Case Management Agencies (CMA) and required to operate through a separate company from PASA programs by July 2024. As a result, Imagine went through the miscellaneous grant funding application process for the Program Approved Service Agency (PASA) request for their services as specified above. A&I Avenues requested a total of \$344,096 in 2025 grant funding for Case Management, Early Intervention, Family Support Services Program, Autism Spectrum Disorder Program, and Crisis Funding for 99 Broomfield residents. The total request represents a 4.8% increase above their total awarded amount of \$328,312 in 2024.

[Clinica Family Health & Wellness](#) (CFHW) is the agency resulting from the merger between [Mental Health Partners](#) and [Clinica Family Health Services](#) in October 2024. [Clinica Family Health Services](#) was a non-profit agency that provided integrated physical, mental, and dental health care to low-income and/or uninsured City and County of Broomfield residents. They requested \$75,000 to provide services to at least 2,000 Broomfield residents. \$45,000 of CFHW's funding will go to these purposes in 2025. [Mental Health Partners](#) requested \$425,000 to support comprehensive clinical assessments, case management, health and wellness coaching via individual and group services, and behavioral health outreach via Community Health Workers to 600 unduplicated Broomfield residents (230 non-Medicaid). Because of the transformation of BHO responsibilities to the RAE, non-profit funding for MHP has been aligned with the Miscellaneous DHS Direct Services Providers line since 2019. The proposed funding is designated to fund services for the medically indigent (non-Medicaid) population within Broomfield, goes directly to MHP (now with CFHW), and does not have any fiscal impact on the RAE. For 2025, MHP requested \$425,000, the same amount as their 2024 total grant award. They will receive \$300,000 of that request. Collectively, CFHW will receive \$345,000 in 2025 grant funding.

[Broomfield FISH](#) is a Broomfield non-profit family resource center that operates a food bank and provides emergency basic need services for low-income residents and assists them in moving towards self-sufficiency. They requested \$400,000 for their preventing hunger (14,000 residents), keeping families and seniors housed programs (200 residents), and emergency assistance/family resource center programs (300+ residents). The agency will receive a grant of \$300,000.

# RESOLUTION NO. 2025-29

A resolution approving an Agreement with A&I Avenues for Nonprofit Grant Funding

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

## Section 1.

The Agreement by and between the City and County of Broomfield and A&I Avenues, in the amount of \$328,312.00 for 2025 services to Broomfield residents with intellectual and developmental disabilities, 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.

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

Approved on January 14, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

# RESOLUTION NO. 2025-30

A resolution approving an Agreement with Broomfield FISH for Nonprofit Grant Funding

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

## Section 1.

The Agreement by and between the City and County of Broomfield and Broomfield FISH, in the amount of \$300,00.00 for 2025 services to Broomfield residents, 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.

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

Approved on January 14, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

# RESOLUTION NO. 2025-31

A resolution approving an Agreement with Clinica Family Health & Wellness for Nonprofit Grant Funding

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

## Section 1.

The Agreement by and between the City and County of Broomfield and Clinica Family Health & Wellness, in the amount of \$345,00.00 for 2025 services to Broomfield residents, 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.

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

Approved on January 14, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

---

City and County Attorney

# RESOLUTION NO. 2025-32

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

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

## Section 1.

The Fourth Amendment to Agreement by and between the City and County of Broomfield and the Broomfield Community Foundation, in the amount of \$905,365.00, for 2025 Tier 1 and 2 grant funding and 2026 Grant Administration services, is hereby approved.

## Section 2.

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

## Section 3.

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

Approved on January 14, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney



AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND A&I AVENUES FOR NONPROFIT GRANTS 2025

1. PARTIES. The parties to this Agreement for Nonprofit Grant Funding (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and A&I Avenues, a d.b.a. designation for Adult Care Management, Inc., (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
  - 2.1. The Contractor has requested that the City provide the Contractor with funds in order for the Contractor to conduct its program.
  - 2.2. The City finds and determines that the proposed use for the funds by the Contractor is for a public purpose and will benefit the City and its residents generally.
  - 2.3. The Parties therefore desire to enter into an Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Term. The Term of this Agreement shall commence January 1, 2025 and extend and be effective through December 31, 2025. This Agreement may be renewed for three successive one-year terms upon the same terms and conditions by written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.
  - 3.2. Scope. The Scope of the Agreement involves the furnishing of services as described in the Scope of Work attached hereto as Exhibit A (grant application proposal) and incorporated by this reference. Services are to be in alignment with the Contractor’s mission as shown in Exhibit A and for the benefit of Broomfield residents. ***Contractor shall submit quarterly reports to Human Services which includes the amount of Broomfield funds spent, number of Broomfield residents served, nature and/or type of services provided, outcomes achieved, and other client demographics collected that accurately reflect the services provided under these funds. The quarterly reports are due to the Human Services Management Analyst no later than the last day of the month following the end of the quarter.*** The Contractor

further agrees to permit the City to audit the Contractor's accounts and books upon written demand by the City.

- 3.3. Price. The City shall pay the Contractor for services provided to Broomfield residents as set forth in the Scope of Work. Total payments under this Agreement shall not exceed Three Hundred and Twenty-Eight Thousand Three Hundred and Twelve dollars (\$328,312.00).
- 3.4. Payment. Funding shall be disbursed in quarterly payments, the first occurring upon execution of this contract and thereafter upon receipt of the prior quarter's report. The Contractor agrees to return any of the funds that are not expended by December 31, 2025. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.
4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
  - 4.1. The City designates Mandy Walke as the authorized representative of the City under this Agreement. Email address is [awalke@broomfield.org](mailto:awalke@broomfield.org).
  - 4.2. The Contractor designates Barb Wilkins-Crowder as the authorized representative of the Contractor under this Agreement. Email address is [bcrowder@aiavenues.org](mailto:bcrowder@aiavenues.org).

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

5. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
6. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the Contractor.
7. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
8. DEFAULT. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, the City may terminate this Agreement and the Contractor's right to proceed hereunder. If the City terminates this Agreement under this paragraph, the Contractor may, at the option of the City, be required to cease any or all work provided for under this Agreement and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform.
9. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This

Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

10. PROTECTION OF PROPERTY. All City property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by the Contractor while performing services pursuant to this Agreement. The Contractor shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
11. 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.
12. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
13. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
14. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.
15. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
16. 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.

17. 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.
18. 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.
19. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
20. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
21. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
22. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
23. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.
30. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
31. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
32. TERMINATION. The City reserves the right to terminate this Agreement, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

33. 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.
34. 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.
35. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

This Agreement is executed by the Parties hereto in their respective names as of January 1, 2025.

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

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Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

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City and County Attorney's Office



A&I Avenues, a d.b.a. of Adult Care Management,  
Inc., a Colorado non-profit corporation

By: Barb Wilkins-Crowder

Name: Barb Wilkins-Crowder

Address: 1665 Coal Creek Drive, Lafayette,  
Colorado 80026

EXHIBIT A  
SCOPE OF WORK



October 1, 2024

Chris Dewhurst  
Acting Director, Broomfield Department of Human Services  
City and County of Broomfield  
100 Spader Way  
Broomfield, CO 80020  
[cdewhurst@broomfield.org](mailto:cdewhurst@broomfield.org)

City and County of Broomfield Health and Human Services Department  
2025 Nonprofit Grant Funding  
A&I Avenues Case Management Agency Request for 2025 Funds

Adult Care Management, Inc. dba A&I Avenues Case Management Agency (A&I Avenues) hereby requests a grant of \$344,096 for 2025 Case Management programs. A&I Avenues work falls primarily under the Broomfield County's strategic priority of whole family success and diversity, equity, access and Inclusion.

**Agency's mission/purpose/history**

A&I Avenues Case Management Agency (CMA) is a 501c3, nonprofit Case Management Agency serving Boulder, Broomfield, and Gilpin Counties. A CMA is the local area's single point of entry into local, state, and federally funded programs for people with disabilities in a community. A&I Avenues is one of 15 CMAs in Colorado. Adult Care Management, Inc. (ACMI), the local Single-Entry Point (SEP) and the case management division of Imagine!, the local Community Centered Board (CCB), merged on July 1, 2024. Prior to July 1, ACMI had almost four decades of SEP experience in the state of Colorado. Imagine!'s legacy brought over six decades of CCB experience in the State of Colorado. Together, as A&I Avenues CMA, we now serve over 4,000 individuals.

Working collaboratively to create a CMA as it is envisioned in Colorado's Case Management Redesign (CMRD) initiative, we intend to provide the best possible scenario for seamless service to our clients and our communities. We have found a collaborative path and creative solutions to fulfill the scope of work and requirements of this solicitation, while also meeting the requirements of the CMRD initiative.

The programs within our agency are Case Management, Early Intervention, Family Support Services Program, Autism Spectrum Disorder Program and Crisis Funding.

### **Demonstrated need/demand for proposed services**

A&I Avenues as the Case Management Agency (CMA) serving Boulder, Broomfield and Gilpin counties manages a total of 4,200 individuals and their families. We serve individuals diagnosed with a variety of disabilities including but not limited to Autism, Intellectual/Developmental Disability, Brain Injury, and Mental Illness. We also serve babies and toddlers birth to age three who have a developmental delay. A&I Avenues serves as an entry-point into services and case management for these populations. Our Service Coordinators (Early Intervention), Navigators (Family Support), and Case Managers (Case Management) are responsible for ensuring individuals who are eligible for programs within our scope receive services if they wish. Care Coordinators help coordinate services such as therapies, assistance with daily tasks such as personal care or grocery shopping, residential services, in-home support services, and a variety of others. Care Coordinators are the gateway to services for the individuals and families that we serve.

### **Description of proposed services and related costs**

#### **Autism Spectrum Disorder (ASD) Program**

A&I Avenues offers a program designed for individuals aged 5-26 diagnosed with Autism, but do not have a diagnosis of an Intellectual or Developmental Disability. The ASD program addresses a gap in services for these individuals.

The ASD Program is unique in that it is a self-selected and self-directed set of services for individuals who do not meet the criteria of having an Intellectual/Developmental Disability (IDD) in Colorado. Eligible clients are enrolled for three years, and the family creates a plan of care around a significant need that they wish to address. Services are selected and ordered by the family online using an allocation of funds that they can track. The selection is made from a list of independent providers who specialize in a variety of services appropriate to people with ASD. Providers bill A&I Avenues at market rates and A&I Avenues pays from each family's allocation. Individuals with ASD are not eligible for Home and Community Based Services waivers, so they are 100% funded with local dollars.

Services can include:

- Behavior therapy, planning and intervention for social and emotional support.
- Family-Recruited Providers who follow social integration or behavior support plans.
- Social integration activities.
- Speech therapy.
- Occupational therapy.
- Psychological, psychiatric, and other services from licensed professionals.
- Physical therapy.
- Therapeutic recreation activities including therapeutic summer camps.
- Remedial tutoring.
- Alternative Intervention Therapies.

In 2024, A&I Avenues is serving 11 individuals in Broomfield in the ASD program. We have a wait list of 13 individuals. As this is a three-year program, two of the eleven will end their enrollment on 12/31/2024 and we intend to fill those two slots immediately with the individuals on the wait list on 1/1/2024. This leaves 11 individuals on the wait list. In total, this will allow A&I Avenues to serve 11 individuals with ASD in Broomfield in 2025. A&I Avenues is requesting \$33,000 in funding for ASD for direct services to families and \$18,702 for FTE for this program.

### **Family Support Services Program (FSSP)**

A&I Avenues FSSP program provides information, referrals and directs funding grants to qualified individuals and allocations are assigned based on information from the state mandated Most-In-Need (MIN) Assessment. The allocations are assigned based on assessment scores of “high,” “medium” and “low.” The state funds each family \$1,500 which is typically not adequate to serve the needs of a family with an individual with an IDD.

FSSP family grants cover the following types of services:

- Respite Care
- Professional Services
- Medical and Dental Services
- Transportation
- Other Individual Expenses related to person’s disability
- Assistive Technology
- Home Modification
- Parent and Sibling Support

A&I Avenues is requesting \$100,000 in funding for FSSP to be spent on funding direct services to families and \$105,600 to pay for Case Management in this program.

### **Crisis Management**

A&I Avenues crisis program funds Crisis Situations and Unmet Needs that arise for individuals with intellectual or developmental disabilities, Autism, or Brain Injury. The Crisis Situations fund pays for medical and dental care not covered by other means, respite care beyond a family’s resources, or an eligible individual’s temporary food or housing assistance. There is no state funding for emergencies. Funds awarded are intended to address short-term needs and do not cover ongoing financial support for an individual. Requests are considered one time per fiscal year for an individual.

The Unmet Needs Fund is intended to assist an individual in the event of an emergent or crisis situation when no other funding source is available, or when the individual is enrolled in a program and has needs that cannot be met within that program. A&I Avenues serves individuals who are enrolled in Medicaid waivers but are unable to have all their needs met by that waiver or other existing funding streams.

A&I Avenues is requesting \$45,000 for Crisis Situations will be spent on direct services including Crisis Situations and Unmet Needs. We also request \$9,956 to pay for FTE in this program.

### **Description of how your agency evaluates services on an ongoing basis**

A&I Avenues case management department develops an Individual Family Support Plan and/or an Individual Plan for each client every year to ensure funds are directed in a person-centered manner focusing on that individual’s needs. Once a year, each A&I Avenues department (Case Management, FSSP and ASD) sends a family a program satisfaction survey. In addition, we send a satisfaction survey to families going through our intake process the month after they do so, to gather specific feedback on their first experience with A&I Avenues. The data gathered is used to improve processes. Additionally, the case management department measures the number and percentage of timely contacts with individuals we serve in addition to timely paperwork.

**Proposed 2025 Budget including projected unit costs for each service, anticipated # of unduplicated Broomfield residents served, and number for whom services will be paid for by City and County funds**

| <b>Broomfield Grant Request 2025</b> | # of individuals eligible | State Funded | # of Individuals in Broomfield Request | Unit Costs | 2024 Broomfield Grant Request |
|--------------------------------------|---------------------------|--------------|--|------------|-------------------------------|
|                                      |                           |              |  |            |                               |
| Family Support                       | 537                       | 25           | 88                                     | variable   | \$ 100,000                    |
| FSSP Case Management                 | 537                       | 88           | 88                                     | 1200       | \$ 105,600                    |
| Autism Spectrum Disorder             | 11                        | 0            | 11                                     | 3000       | \$ 33,000                     |
| ASD FTE                              |                           |              |  | 16% of FTE | \$ 18,702                     |
| Crisis Management grants             |                           |              |  | variable   | \$ 45,000                     |
| Crisis Management partial FTE        |                           |              |  | 16% of FTE | \$ 9,956                      |
| Program & Corp Admin **              |                           |              |  | 15%        | \$ 31,839                     |
| <b>Total</b>                         |                           |              |  |            | \$ 344,096                    |

**Year-over-year comparison**

This is A&I Avenues first request for Broomfield City and County funds as the newly formed CMA under CMRD. However, given the strong history of both of our organizations serving Broomfield County, we respectfully ask for the amount detailed, which is close to the original amount requested for FY 24 by the former Imagine! case management operation.

Thank you again for the opportunity to partner with Broomfield County!

Sincerely,



Jenna Corder, Director of Programs and Services

Direct: 303.926.6439

Intake/Main Phone: 303-439-7011

Fax: 1-866-931-0763

[www.aiA&I Avenues.org](http://www.aiA&I Avenues.org)

EXHIBIT B  
INSURANCE REQUIREMENTS

# City and County of Broomfield Insurance Requirements

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

### General Requirements (Version dated December 2024)

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



## **Insurance Requirements**

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

### **Commercial General Liability**

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

Minimum limits:

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

### **Automobile Liability**

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

Minimum limits:

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

### **Workers' Compensation**

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

Employer's Liability with minimum limits:

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

## **Deviations**

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

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

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

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

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



ADULCAR-02

RMURRAY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2024

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

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

|   |   |
|---|---|
| <b>PRODUCER</b> License # 0757776<br><b>HUB International Insurance Services (COL)</b><br>2000 S. Colorado Blvd<br>Tower 2, Suite 150<br>Denver, CO 80222 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (303) 893-0300 <b>FAX (A/C, No):</b> (866) 243-0727<br><b>E-MAIL ADDRESS:</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) <b>NAIC #</b> 10023<br><b>INSURER B:</b> Houston Casualty Company <b>42374</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br><br><b>Adult Care Management, Inc. (ACMI) dba A&amp;I Avenues</b><br>1665 Coal Creek Drive<br>Lafayette, CO 80026                       |   |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X         | X        | 2024-13882      | 9/1/2024                | 9/1/2025                | EACH OCCURRENCE \$ 1,000,000   |
|          |   |           |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                 |
|          |   |           |          |                 |                         |                         | MED EXP (Any one person) \$ 20,000                                   |
|          |   |           |          |                 |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                   |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                 | X         | X        | 2024-13882      | 9/1/2024                | 9/1/2025                | GENERAL AGGREGATE \$ 3,000,000                                       |
|          |   |           |          |                 |                         |                         | PRODUCTS - COMP/OP AGG \$ 3,000,000                                  |
|          |   |           |          |                 |                         |                         | LIQUOR LIAB. \$ 1,000,000  |
|          |   |           |          |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |           |          |                 |                         |                         | BODILY INJURY (Per person) \$  |
|          |   |           |          |                 |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |   |           |          |                 |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |   |           |          |                 |                         |                         | \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          |   |           |          |                 |                         |                         | E.L. EACH ACCIDENT \$  |
|          |   |           |          |                 |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          |   |           |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |
| B        | Cyber/Privacy/Netwrk  |           |          | H24NGP210111-04 | 9/27/2024               | 9/27/2025               | Limit: 1,000,000   |
| A        | Abuse & Professional  |           |          | 2024-13882      | 9/1/2024                | 9/1/2025                | Limit for Each: 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 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 are included as Additional Insured. \*A Waiver of Subrogation is provided in favor of the Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| <b>City and County of Broomfield</b><br>One DesCombes Drive<br>Broomfield, CO 80020-2495 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|



# CERTIFICATE OF LIABILITY INSURANCE

BGS

DATE (MM/DD/YYYY)

12/18/2024

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

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

**PRODUCER**  
AON RISK SERVICES SOUTH INC  
3550 LENOX ROAD NORTHEAST  
SUITE 1700  
ATLANTA GA 30326

**CONTACT NAME:** Aon Risk Services, Inc of Florida

**PHONE**  
(A/C, No, Ext): 833-506-1544

**FAX**  
(A/C, No):

**EMAIL ADDRESS:** work.comp@trinet.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Indemnity Insurance Company of North America

43575

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
TriNet Group, Inc.  
Adult Care Management Inc. DBA A&I Avenues  
1 Park Place, Suite 600  
Dublin, CA 94568-7983

## COVERAGES

**CERTIFICATE NUMBER:** 15841599

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR                                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--|----------|---------------|-------------------------|-------------------------|--|
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |  |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$         |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |  |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DEC <input type="checkbox"/> RETENTION \$   |  |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N | N/A      | WLR_C57279928 | 07/01/2024              | 07/01/2025              | X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

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

Workers Compensation coverage is limited to worksite employees of Adult Care Management Inc. DBA A&I Avenues through a co-employment agreement with TriNet HR III-A, Inc..  
List of additional covered entities under the above policy:  
dba A&I Avenues

## CERTIFICATE HOLDER

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

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc*

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### Certificate Of Completion

Envelope Id: 4DC69937-E669-455F-94AA-FA399157CCF6  
Subject: Complete with Docusign: A&I Agreement 2025 (NP) (2).pdf  
Source Envelope:  
Document Pages: 19  
Certificate Pages: 4  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Mandy Walke  
1 DesCombes Dr  
Broomfield, CO 80020  
awalke@broomfield.org  
IP Address: 208.184.21.6

### Record Tracking

Status: Original  
12/31/2024 10:36:39 AM  
Holder: Mandy Walke  
awalke@broomfield.org  
Location: DocuSign

### Signer Events

Barb Wilkins-Crowder  
bcrowder@aiavenues.org  
Security Level: Email, Account Authentication (None)

### Signature

*Barb Wilkins-Crowder*  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 98.245.154.118

### Timestamp

Sent: 12/31/2024 10:38:13 AM  
Viewed: 12/31/2024 11:49:46 AM  
Signed: 1/3/2025 3:13:05 PM

Electronic Record and Signature Disclosure:  
Accepted: 12/31/2024 11:49:46 AM  
ID: d4bf9d43-b3d7-4ce2-93b3-a1c069c89bb4

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

|                     |                  |                        |
|---------------------|------------------|------------------------|
| Envelope Sent       | Hashed/Encrypted | 12/31/2024 10:38:13 AM |
| Certified Delivered | Security Checked | 12/31/2024 11:49:46 AM |
| Signing Complete    | Security Checked | 1/3/2025 3:13:05 PM    |
| Completed           | Security Checked | 1/3/2025 3:13:05 PM    |

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND CLINICA FAMILY HEALTH AND WELLNESS FOR NONPROFIT GRANTS 2025

1. PARTIES. The parties to this Agreement for Nonprofit Grant Funding (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Clinica Family Health and Wellness (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
  - 2.1. The City finds and determines that the proposed use for the funds by the Contractor is for a public purpose and will benefit the City and its residents generally.
  - 2.2. The Parties therefore desire to enter into an Agreement for completion of the services further described herein.
  - 2.3. Clinica Family Health and Mental Health Center of Boulder County, Inc. (DBA Mental Health Partners) separately submitted nonprofit grant applications prior to the October 2, 2024 application deadline. On October 22, 2024, Clinica Family Health and Mental Health Partners officially completed a merger and are now united together as Clinica Family Health & Wellness. Their grant applications were scored and award amounts determined separately. Because of their merger, this agreement encompasses both their grant proposal and award amounts.
  - 2.4. The Contractor has requested that the City provide the Contractor with funds in order for the Contractor to conduct its program.
  - 2.5. The City finds and determines that the proposed use for the funds by the Contractor is for a public purpose and will benefit the City and its residents generally.
  - 2.6. The Parties therefore desire to enter into an Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Term. The Term of this Agreement shall commence January 1, 2025 and extend and be effective through December 31, 2025. This Agreement may be renewed for three successive one-year terms upon the same terms and conditions by



written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.

- 3.2. Scope. The Scope of the Agreement involves the furnishing of services as described in the Scope of Work attached hereto as Exhibit A (grant application proposal) and incorporated by this reference. Services are to be in alignment with the Contractor's mission as shown in Exhibit A and for the benefit of Broomfield residents. ***Contractor shall submit quarterly reports to Human Services which includes the amount of Broomfield funds spent, number of Broomfield residents served, nature and/or type of services provided, outcomes achieved, and other client demographics collected that accurately reflect the services provided under these funds. The quarterly reports are due to the Human Services Management Analyst no later than the last day of the month following the end of the quarter.*** The Contractor further agrees to permit the City to audit the Contractor's accounts and books upon written demand by the City.
- 3.3. Price. The City shall pay the Contractor for services provided to Broomfield residents as set forth in the Scope of Work. Total payments under this Agreement shall not exceed Three Hundred and Forty-Five Thousand dollars (\$345,000.00).
- 3.4. Payment. Funding shall be disbursed in quarterly payments, the first occurring upon execution of this contract and thereafter upon receipt of the prior quarter's report. The Contractor agrees to return any of the funds that are not expended by December 31, 2025. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.
4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

- 4.1. The City designates Mandy Walke as the authorized representative of the City under this Agreement. Email address is [awalke@broomfield.org](mailto:awalke@broomfield.org).
- 4.2. The Contractor designates Anthony Porcaro and Gina Schwieger as the authorized representatives of the Contractor under this Agreement. Email addresses are [aporcaro@clinica.org](mailto:aporcaro@clinica.org) and [gschwieger@mhpcolorado.org](mailto:gschwieger@mhpcolorado.org).

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

5. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
6. **INDEMNIFICATION.** The Contractor expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the Contractor.
7. **INSURANCE.** To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
8. **DEFAULT.** If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, the City may terminate this Agreement and the Contractor's right to proceed hereunder. If the City terminates this Agreement under this paragraph, the Contractor may, at the option of the City, be required to cease any or all work provided for under this Agreement.
9. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall

provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

10. PROTECTION OF PROPERTY. All City property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by the Contractor while performing services pursuant to this Agreement. The Contractor shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
11. 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.
12. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
13. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
14. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.
15. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The

Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

16. 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.
17. 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.
18. 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.
19. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
20. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
21. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
22. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
23. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
31. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law,

ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.

32. TERMINATION. The City reserves the right to terminate this Agreement, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
33. 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.
34. 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.
35. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

This Agreement is executed by the Parties hereto in their respective names as of January 1, 2025.

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

---

Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

---

City and County Attorney's Office

CONTRACTOR:

Clinica Family Health and Wellness

By: Simon Smith,

Name: Simon Smith, CEO

Address: 1735 S Public Rd 2nd Floor, Lafayette, CO  
80026, USA



EXHIBIT A  
SCOPE OF WORK



|                  |   |
|------------------|---|
| Form Name:       | BCF/DHS Grant Application 2025 Tier 2/3 |
| Submission Time: | October 2, 2024 11:22 am                |
| Browser:         | Chrome 125.0.0.0 / Windows              |
| IP Address:      | 50.169.161.82                           |
| Unique ID:       | 1271730865                              |
| Location:        | 39.7351, -105.0269                      |

|  |   |
|--|---|
| Organization Name  | Clinica Family Health   |
| Organization Address   | 1735 South Public Road<br>1735 South Public Rd<br>Lafayette, CO 80026 |
| Contact Name   | Anthony Porcaro   |
| Email  | aporcaro@clinica.org  |
| Phone  | 13034082488   |
| Organization's Website Address   | clinica.org   |
| Which of the following strategic priorities does the project address (Please choose all that apply)  | Access and Equity   |
| Please identify what percentage of the grant request you intend to allocate to each of the strategic priorities category selected in the prior question. (Percentages should equal 100%) | Access and Equity   |

Section I. Grant Request Narrative

|   |                               |
|---|-------------------------------|
| I. (1 a.) What funding group were you assigned, please refer to your invitation email.  | Group E = \$50,001 - \$75,000 |
| I. (1 b.) How much funding are you requesting?  | 75000                         |
| I. (2) If you received funding from this cycle last year, please indicate the amount granted. (Please answer N/A if you did not receive funding last year.) | 32500                         |

**I. (3) Briefly describe the project your organization seeks grant funding for through this application. Please indicate if these services are proposed, new, or existing.**

The project encompasses integrated physical, mental, and dental health care for low-income and/or uninsured City and County of Broomfield residents. Funding would help to sustain this existing program, which affects more than 2,000 Broomfield residents and requires over \$2.5 million in annual support.

**I. (4) What values/principles/ideals does this project seek to promote within the community and how did you identify this problem or need?**

Clinica focuses on caring for individuals for whom out-of-pocket health care expenses are prohibitive. The state of Colorado defines medical indigence as living under 200% of the Federal Poverty Level. More than 95% of our patients fall into this category.

According to the most current UDS Mapper data (<https://www.udsmapper.org/about.cfm>), Broomfield's population includes:

- 21,464 low-income residents
- 8,718 uninsured residents
- 13,137 residents on Medicaid or other public insurance

Additionally:

- 26.1% are members of a racial or ethnic minority group
- 6.0% have been told they have diabetes
- 21.9% have been told they have high blood pressure
- 23.1% are obese
- 28.3% have not had a dental visit in the past year

Clinica's comprehensive care model is a critical component of the city's Physical and Behavioral Health Strategic priority, fulfilling a need for "access to care and support for physical, emotional, and behavioral health."

**I. (5) Discuss the founding and development of the organization. Explain the original issue and/or opportunity the organization was founded on to address and how that may have changed over time.**

Clinica Family Health (Clinica), established in 1977, is nationally known as a leader in primary care design. In a 2011 story devoted to Clinica, The New England Journal of Medicine identified our care delivery system as a "high-functioning" model for providing team-based, patient-centered care to low-income populations.

Clinica has grown from a single-provider office founded in 1977 by Alicia Sanchez, an advocate for the local Hispanic community, into a critical piece of the Colorado primary care safety net. We currently operate five medical clinics, three co-located dental clinics, and a primary care access point located within a local community mental health center's central hub. In 2021, our staff of over 600 employees supported 305,527 health visits for 58,723 patients.

**I. (6) Describe the challenges and opportunities facing your organization in the next three to five years and explain how your organization engages in strategic planning efforts to address these challenges and opportunities.**

Current challenges include rising levels of uninsured patients due to the rollback of Medicaid continuous enrollment, market wage pressure for skilled health professionals, and general cost inflation.

**I. (7) How does your organization strive to be diverse, equitable, accessible, and inclusive?**

Clinica is a grantee of The Colorado Health Foundation, which partners with JSI Research & Training Institute, Inc. (JSI) to assess grantees on how they are addressing the CLAS (Culturally and Linguistically Appropriate Services) standards and centering diversity, equity and inclusion. Per a March 2023 assessment performed by JSI:

Clinica has integrated Justice, Equity, Diversity, and Inclusion (JEDI) principles into its organizational practices and is continuing to improve upon the work that has been done thus far.

**I. (8) How does the agency support the well-being and development of staff?**

As shown on the attached Strategic Plan, "Our People" is one of the five central pillars: Pillar 4: Our People Description: Well-supported teams of diverse professionals engaged in creating a welcoming environment  
Primary Aim: Maintain high staff satisfaction as measured through Top Workplace Survey and Resiliency Index

**I. (9) Describe how your organization typically funds the program applied for in this application.**

Clinica's central revenue streams -- including patient service revenue; federal, state, and local grant support; and capitated payments -- are currently in pace, although we have experienced reductions in public insurance reimbursements due to state-level policy changes.

**Section II. Tier 2 Questions**

**II. (1) What information/research was conducted to establish the needed service/program? (e.g., community needs assessment, indicator or survey, etc.)**

Clinica focuses on caring for individuals for whom out-of-pocket health care expenses are prohibitive. The state of Colorado defines medical indigence as living under 200% of the Federal Poverty Level. More than 95% of our patients fall into this category.

According to the most current UDS Mapper data (<https://www.udsmapper.org/about.cfm>), Broomfield's population includes:

- 21,464 low-income residents
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- 23.1% are obese
- 28.3% have not had a dental visit in the past year

Clinica's comprehensive care model is a critical component of the city's Physical and Behavioral Health Strategic priority, fulfilling a need for "access to care and support for physical, emotional, and behavioral health."

**II. (2) Please describe the agency Stakeholders (including customers/clients) and how their input is gathered to improve and enhance services.**

Patient Experience Cards are available in high-traffic areas in each clinic. These allow patients to provide "in the moment" feedback at the point of service.

Quarterly patient satisfaction surveys allow Clinica to obtain patient perspectives over a longer period of time. Surveys are completed using iPads during check-in.

Social media feedback is continuously collected from multiple platforms utilizing tracking software. Reviews and comments are forwarded to appropriate site leaders who follow up directly with patients.

Our Patient and Family Advisory Council adds patient and family perspectives to decision-making and planning processes. Meetings are held monthly in English and Spanish at two clinics.

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**II. (3) Give detailed projected outcomes for requested funding, preferably using evidence-based practices.**

Specific to this proposal, Clinica's evidence-based goals for its Broomfield patients are to:

- Provide care to at least 2,300 Broomfield residents.
  - Achieve the U.S. Office of Disease Prevention and Health Promotion's Healthy People 2030 hypertension (blood pressure) control goal of 60.8% (<https://health.gov/healthypeople/objectives-and-data/browse-objectives/heart-disease-and-stroke/increase-control-high-blood-pressure-adults-hds-05>)
  - Achieve the Healthy People 2030 diabetes hemoglobin A1c (blood sugar) control goal of 88.4% (<https://health.gov/healthypeople/objectives-and-data/browse-objectives/diabetes/reduce-proportion-adults-diabetes-who-have-a1c-value-above-9-percent-d-03>)
  - Monitor and apply improvement cycles when warranted for the sixteen Clinical Performance Measures overseen through the (please see <https://bphc.hrsa.gov/program-opportunities/sac/performance-crosswalk> for detail)
  - Ensure that 75% of patients aged 12 years and older are screened for depression
-

|   |  |
|---|--|
| <b>II. (4) Describe the program standards you use to evaluate the quality of your program(s). Examples of quality standards include: Standard measures (e.g., participant-staff ratio, workload ratio, % staff trained, % participants seen in own language, unit cost) and/or Activity-specific measures (e.g., % timely, % participants completing, % attending workshop)</b> | <p>Clinica's Strategic Plan includes a group of key clinical performance measures that allow us to gauge the overall effectiveness of its interventions. These measures are closely aligned to the standards set forth by HRSA as a condition of Clinica's FQHC status. They are also consistent with the U.S. Department of Health and Human Services' Healthy People 2030 initiative. Accordingly, Clinica has strictly-defined quantitative goals related to cancer screening, diabetes and hypertension chronic care management, immunizations, and behavioral health care, among numerous other health interventions and conditions. Please see <a href="https://bphc.hrsa.gov/program-opportunities/sac/performance-crosswalk">https://bphc.hrsa.gov/program-opportunities/sac/performance-crosswalk</a> for detail.</p> <p>This framework is augmented by other quality measures that Clinica meets to garner its designation as a patient-centered medical home by both the National Committee for Quality Assurance and the Accreditation Association for Ambulatory Health Care.</p> |
|---|--|

Section III. Broomfield Specific Questions

|  |  |
|--|--|
| <b>III. (1) Explain (a) how your agency ensures grant funding is only used to serve Broomfield residents and include the accounting method to track funds and residents served; (b) the eligibility criteria for receiving goods/services and the target demographics and (c) how and where Broomfield residents access these program services and the frequency with which these services are used.</b> | <p>As shown below, Clinica's cost to provide care to Broomfield residents significantly exceeds the proposed grant amount. Any City and County of Broomfield funds would be used to offset a portion of the overall cost.</p>  |
| <b>III. (2) Indicate how many unduplicated Broomfield residents are projected to participate or experience the programming through funding received from this grant. How did you arrive at this number?</b>  | <p>Clinica anticipates providing comprehensive primary care services to at least 2,000 Broomfield residents. These individuals are projected to receive:</p> <ul style="list-style-type: none"><li>- At least 6,000 medical visits</li><li>- At least 1,700 dental visits</li><li>- At least 900 mental health visits</li></ul> <p>Projections are based on historical productivity.</p> |
| <b>III. (3) How do you estimate the cost per Broomfield resident? If you are able to calculate the exact cost per resident, enter that number here.</b>  | <p>The cost of care per Clinica patient, encompassing physical, mental, and dental health care, was \$1,271.29 in 2023. Using this measure, the projected total cost to provide service to Broomfield residents in 2025 will be approximately \$2.5 million.</p>   |

**III. (4) Describe the performance measures/indicators that demonstrate how Broomfield residents are better off as a result of your program. What tool(s) (e.g. surveys, programs evaluations, processes) will you use to collect data and measure success?**

Clinica performs structured quality assurance built on the following pillars. Each component prioritizes population-level impact through positive long-term health outcomes:

- Health Center Program performance measures monitored under the UDS (<https://bphc.hrsa.gov/datareporting/reporting/index.html>)
- The National Committee for Quality Assurance's Patient-Centered Medical Home recognition program (<https://www.ncqa.org/programs/health-care-providers-practices/patient-centered-medical-home-pcmh/>)
- The Accreditation Association for Ambulatory Health Care's Medical Home and Dental Home recognition programs (<https://www.aaahc.org/accreditation/primary-care/medical-home/> and <https://www.aaahc.org/accreditation/primary-care/dental-home/>)
- The Colorado Department of Health Care Policy and Financing's Key Performance Indicators for the Accountable Care Collaborative/Regional Accountable Entity program (<https://hcpf.colorado.gov/accountable-care-collaborative-public-reporting>)

**III. (5) Optional – Is there anything else you would like to add/explain with respect to this grant request for the committee's review?**

Clinica appreciates the continued support of the City of County of Broomfield; thank you for the opportunity to apply for 2025 funding.

## Section IV. Spending Plan

**IV. (1) What were the organization's total operating expenses for the last fiscal year?** \$79,247,523

**IV. (2) Variance: Explain any significant variance between 2023 and 2024 (or expected next year) in either the program and/or organizational budget, especially if last year ended in debt (Enter N/A if there are none).** n/a

**IV. (3) Project Budget Overview: What is the total budget required for the project? If the project includes services for non-Broomfield residents, please provide the allocation amount within the project that can be attributed to Broomfield.** \$2,542,580

**IV. (4.) Expense Breakdown: How will the funds be allocated across different activities or services? Provide a DETAILED/ITEMIZED breakdown of the costs associated with the project, broken down within the following categories: (a) Salaries/Consultants, (b) Program Supplies, (c) Rent/ Facility Fee, (d) Training, (e) Overhead, (f) Other**

Funds would support care team salaries.

**IV. (5) Funding Sources: What are the expected sources of funding for this project? Please include any secured and/or pending Federal/State/County/Local grants, participant fees, project specific donations, in-kind contributions, and any other source of revenue for the project.**

Clinica supports the program predominantly through patient service revenue, capitated payments, and grant funding. Medicaid reimbursements account for a majority of patient service revenue. Clinica participates in value-based programs under which we receive capitated per-patient payments in order to achieve and maintain cost-saving health quality outcomes. We also receive grant funding from a range of funders, including federal, state, and local governments, as well as private foundations.

**IV. (6) Cost Efficiency: What measures will be taken to ensure cost-effectiveness? Explain how the project will deliver maximum impact with the allocated budget.**

According to the U.S. Department of Health and Human Services' 2023 Performance Comparison Report, our average cost per visit was \$244.34, compared to the \$333.88 statewide rate for health centers. The national average was \$347.16 per visit.

**IV. (7) Sustainability: If grant funding is not received, how would the organization sustain these project services? Additionally how will you address potential budget shortfalls or unexpected expenses? Describe any plans for ongoing funding or cost-saving measures.**

Clinica's central revenue streams -- including patient service revenue; federal, state, and local grant support; and capitated payments -- are currently stable.

## Section V. Survey Questions

**V. (1) Optional – Is there anything else you would like to add/explain with respect to this grant request for the committee's review?**

Please let us know if we can provide further detail.

**V. (2) Optional – Would you like to provide feedback on the grant application, contract, reporting, or requirements process?**

It is much appreciated.



**V. (3) How did you hear about this grant funding opportunity? Do you feel that the program was adequately marketed in our community?**      City staff notified Clinica.

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**Section VI. Mid-Year/Final Report**

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**Did you receive annual grant cycle funding in 2024 from the Broomfield Community Foundation/Department of Human Services?**      Yes

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**Select the tier funding you received in 2024 (this amount does not include supplemental DHS grant funding awarded at the 8/13/24 City Council meeting):**      Tier 2 - over \$25,001

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**Please upload a copy of your DHS Grant midyear report (submitted in July) here:**      <https://www.formstack.com/admin/download/file/16995942864>

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**Section VII. - Required Documents Upload**

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**VII. (1) Please upload letters of support here (maximum of 2 letters). (Optional, but strongly encouraged.) If you have more than one letter, please scan into one document and then upload it here**      <https://www.formstack.com/admin/download/file/16995942865>

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**VII. (2) Most recent balance sheet**      <https://www.formstack.com/admin/download/file/16995942866>

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**VII. (3) Most recent income and expense statement**      <https://www.formstack.com/admin/download/file/16995942867>

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**VII. (4) IRS Form 990**      <https://www.formstack.com/admin/download/file/16995942868>

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**VII. (5) Most recent fiscal year-end audit or independent financial review, if available**      <https://www.formstack.com/admin/download/file/16995942869>

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**VII. (6) Most recent annual report, if available**      <https://www.formstack.com/admin/download/file/16995942870>

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**VII. (7) Strategic Plan**      <https://www.formstack.com/admin/download/file/16995942871>

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**Sign and Submit**

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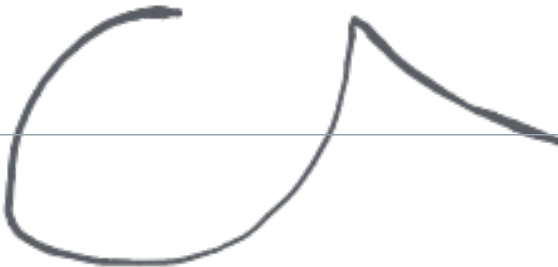
**For use in the official Broomfield City Council memo requesting funding approval in 2024, please provide a brief statement (3 sentences or less) of the services to be provided as a result of grant funding received. Please also include the number of unduplicated Broomfield residents to be served.**

The project encompasses integrated physical, mental, and dental health care for low-income and/or uninsured City and County of Broomfield residents. Funding would help to sustain this existing program, which affects more than 2,100 Broomfield residents and requires over \$2.6 million in annual support.

**Contract and Reports: Agencies awarded grants must enter into a binding contract with the Broomfield Community Foundation (BCF) (Tier 1 or 2) or the Broomfield Department of Human Services (DHS) (Tier 3) and must meet the audit/external review requirements set forth by BCF/DHS. Agencies must use funds in accordance with their grant proposal. Any modifications to fund usage after funds have been awarded must be submitted via a written proposal and must be approved by BCF/DHS Management (as applicable). Funding in one year does not guarantee funding in future years. The agency must retain records of accounting and services for 3 years. The agency must submit grant reports as identified by BCF/DHS.**

Agree

**By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.**

A handwritten signature in dark ink, consisting of a large, stylized 'C' followed by a sharp upward stroke and a trailing line.



|                  |   |
|------------------|---|
| Form Name:       | BCF/DHS Grant Application 2025 Tier 2/3 |
| Submission Time: | October 1, 2024 4:22 pm                 |
| Browser:         | Chrome 128.0.0.0 / Windows              |
| IP Address:      | 50.228.81.74                            |
| Unique ID:       | 1271360614                              |
| Location:        | 40.0622, -105.0653                      |

|                   |   |
|-------------------|---|
| Organization Name | Mental Health Center of Boulder County, Inc. (DBA Mental Health Partners) |
|-------------------|---|

|                      |  |
|----------------------|--|
| Organization Address | 1455 Dixon Avenue<br>Lafayette, CO 80026 |
|----------------------|--|

|              |                |
|--------------|----------------|
| Contact Name | Gina Schwieger |
|--------------|----------------|

|       |                            |
|-------|----------------------------|
| Email | gschwieger@mhpcolorado.org |
|-------|----------------------------|

|       |                |
|-------|----------------|
| Phone | (303) 402-8094 |
|-------|----------------|

|                                |   |
|--------------------------------|---|
| Organization's Website Address | <a href="https://mhpcolorado.org/">https://mhpcolorado.org/</a> |
|--------------------------------|---|

|   |   |
|---|---|
| Which of the following strategic priorities does the project address (Please choose all that apply) | Thriving, Diverse, Safe, and Welcoming Community<br>Whole Family Success<br>Collaboration |
|---|---|

|  |   |
|--|---|
| Please identify what percentage of the grant request you intend to allocate to each of the strategic priorities category selected in the prior question. (Percentages should equal 100%) | 50% Thriving, Diverse, Safe, and Welcoming Community; 25% Whole Family Success; and 25% Collaboration |
|--|---|

Section I. Grant Request Narrative

|  |                          |
|--|--------------------------|
| I. (1 a.) What funding group were you assigned, please refer to your invitation email. | Group G = Over \$200,000 |
|--|--------------------------|

|  |        |
|--|--------|
| I. (1 b.) How much funding are you requesting? | 425000 |
|--|--------|

|   |        |
|---|--------|
| I. (2) If you received funding from this cycle last year, please indicate the amount granted. (Please answer N/A if you did not receive funding last year.) | 425000 |
|---|--------|

**I. (3) Briefly describe the project your organization seeks grant funding for through this application. Please indicate if these services are proposed, new, or existing.**

Broomfield DHS funds will directly support the following existing services for Broomfield residents:

1. Comprehensive clinical assessments to identify behavioral health needs and individualized treatment match.
2. Case management to support social determinants of health, including benefits acquisition, housing, transportation, and other wrap-around services.
3. Health and wellness coaching, via individual and group services, to support whole health goals.
4. Behavioral health outreach, via Community Health Workers, to improve access to care and reduce stigma, including outreach, embedded services at partner sites, wellness groups, community-based events, referrals for behavioral health or other services (primary care, food security, transportation), and support identifying and enrolling in benefits (e.g., Medicaid, SNAP, etc).

**I. (4) What values/principles/ideals does this project seek to promote within the community and how did you identify this problem or need?**

MHP conducts 3-year Community Needs Assessments to ensure program processes and improvement efforts are culturally responsive and reflect community needs. Residents have access to adult- or child/adolescent-focused BHH programs to ensure that services are delivered in a developmentally appropriate manner by specially trained staff. Many clients served also experience significant social determinants of health challenges such as homelessness, food insecurity, complex trauma history, low income, and lack of social support. Given the problems and needs identified, the BHH model is a strong fit to meet the needs of some of Broomfield's most vulnerable residents from a whole health perspective. The Behavioral Health Home (BHH), outpatient, and Community Health Worker models were specifically developed to respond to community needs in an agile and comprehensive way, providing a safety net and a trusted resource to turn to for anyone experiencing mental health and/or substance use concerns.

**I. (5) Discuss the founding and development of the organization. Explain the original issue and/or opportunity the organization was founded on to address and how that may have changed over time.**

MHP has 60 years of experience as the only provider in Boulder County, and the largest in Broomfield, of community-based behavioral health services to individuals and families of all backgrounds, regardless of insurance status or ability to pay. Each year, MHP reaches over 23,000 people through direct clinical services, community-based prevention and early intervention, and training and psychoeducation. MHP has grown from its grassroots beginning, adding new sites throughout Boulder and Broomfield Counties, integrating comprehensive substance use treatment, implementing innovative integrated care, bringing Community Health Workers to our community, and becoming the first attested SAMHSA Certified Community Behavioral Health Clinic (CCBHC) in Colorado. MHP approaches service delivery from a client-centered, recovery-oriented, trauma-informed, and culturally responsive lens. Our comprehensive mental health and substance use treatment approach promotes partnership to build wellness and reduce health disparities, working with clients and their supports through individualized treatment plans that match each client to the right level of care.

**I. (6) Describe the challenges and opportunities facing your organization in the next three to five years and explain how your organization engages in strategic planning efforts to address these challenges and opportunities.**

MHP aims to continue efforts to expand service delivery to meet vastly growing community needs. A key challenge in achieving this effort is that the safety net behavioral and physical health systems are in a period of unprecedented change and uncertainty. To address this challenge, MHP and Clinica Family Health have decided to merge into one organization to combine resources, diversify our business models, and identify strategic opportunities for both efficiencies and revenue growth. Merging presents a unique opportunity to respond to these environmental pressures in a more strategic way while continuing to focus on enhancing care to patients and evolving our healthcare system towards a whole-person and patient-centered model.

**I. (7) How does your organization strive to be diverse, equitable, accessible, and inclusive?**

MHP embeds diversity and inclusion in all 5 current strategic goals (Transform digital capabilities; build network of integrated providers; lead innovation in service delivery; build value-based care system; and attract and retain a diverse workforce). To guide our work, MHP implemented a new set of Justice-Equity-Diversity-Inclusion values in 2022, including clear value statements for all staff to adhere to across justice, humility, vulnerability, culturally responsive continuing education, accountability, integrity, maintaining an equity lens in decision-making, and transparency. These values are foundational to strategic planning and goal setting, as a vital step to best serve clients of all backgrounds and maintain a diverse workforce.

**I. (8) How does the agency support the well-being and development of staff?**

MHP is dedicated to ongoing workforce development and employee engagement. In FY23, MHP partnered with Broomfield DHS and Public Health to pilot new workforce supports, including a pilot program for all eligible employees to receive a monthly contribution toward student loans, tuition reimbursement, enhanced training opportunities, and reimbursement for addictions counseling licensure. MHP is continuing these highly impactful workforce supports throughout FY25, including funding support received from state grants, and continuing pursuing long-term sustainable funding. Additionally, MHP offers an employee assistance program to all employees and their household members to obtain mental health services, financial services, and legal benefits.

**I. (9) Describe how your organization typically funds the program applied for in this application.**

The majority of MHP's service-based reimbursement is from Medicaid; the State sets these rates based on prior years' actual utilization, thus, increasing costs are only addressed over time. Grant funds provide vital financial support to fill the gaps for non-Medicaid covered clients and services and for innovative growth periods. Without this grant funding, MHP would pursue other funding opportunities to ensure continuity of care, however, there would be minimal funding for those who cannot afford the cost of care, thus limiting access to the full scope needed to attain health and recovery goals. MHP is a key member of the Broomfield healthcare safety net and relies on grant funding to support the cost of care for vulnerable residents.

**Section II. Tier 2 Questions**

**II. (1) What information/research was conducted to establish the needed service/program? (e.g., community needs assessment, indicator or survey, etc.)**

Behavioral health has been identified as a top priority in recent local, state, and national community needs assessments. The challenges include health disparities due to socioeconomic factors, limited access to care, increased suicide rates, substance use and overdose risks, and mental health challenges exacerbated by the COVID-19 pandemic. According to the state Behavioral Health Administration's 2023-25 Strategic Plan, over 17% of Coloradans have a substance use disorder, 1,800+ Coloradans died from a drug overdose in 2022, and the state has the 7th highest suicide risk in the nation. Further, the 2023 Colorado Health Access Survey results are clear: mental health has worsened, needs are unmet, and accessing mental health care continues to be a barrier. MHP's BHH, outpatient, and CHW programs combine a comprehensive spectrum of services to increase access to care, provide high-quality, cohesive services from a whole-health perspective, and improve behavioral health outcomes.

**II. (2) Please describe the agency Stakeholders (including customers/clients) and how their input is gathered to improve and enhance services.**

MHP has a broad array of stakeholders, including consumers, families, criminal justice organizations, primary care providers, public health agencies, housing entities, homeless shelters, and other partners serving people with behavioral illnesses. MHP has a Broomfield Client Advisory Group providing ongoing feedback to leadership, including the MHP Board of Directors, regarding the client experience of care, better engaging families and support networks, and recommendations for improving services. Learnings from the advisory group inform the expansion of similar groups for MHP's other service regions (e.g., Boulder, Longmont). Additionally, the CHW program administers the Community Partner Survey, assessing the impact and opportunities for improvement.

**II. (3) Give detailed projected outcomes for requested funding, preferably using evidence-based practices.**

We expect clients will maintain or improve key health outcomes, as measured by the nationally-validated SAMHSA National Outcome Measure Set (NOMS). Sub-analyses will be conducted to identify health disparities and inform quality improvement efforts.

- Fewer clients will report high psychological distress at reassessment compared to baseline, indicating improvement in mental health symptoms (e.g., reducing from 40% to 25% or less).
- More than 50% of clients completing NOMS outcome assessment post-baseline will report positive daily functioning (increasing from 40% at baseline).
- More than 90% of respondents to NOMS' Perception of Care section will indicate positive care experience. Client satisfaction surveys and focus groups may also inform outcomes.

**II. (4) Describe the program standards you use to evaluate the quality of your program(s). Examples of quality standards include: Standard measures (e.g., participant-staff ratio, workload ratio, % staff trained, % participants seen in own language, unit cost) and/or Activity-specific measures (e.g., % timely, % participants completing, % attending workshop)**

MHP maintains adherence to access to care quality measures in alignment with state, licensure, and other requirements, including:

- 65% of clients will complete the comprehensive intake assessment within 7 business days of initial screening, and 80% within 14 business days.
- 75% of clients will receive first service within 14 days of completed assessment, and 90% within 45 days.
- Over 1,000 Broomfield community members will receive warm hand-off referrals from the Community Health Worker team, including assistance initiating access to behavioral health and/or physical health care, and benefits like Medicaid, SNAP, WIC, TANF, and others.

## **Section III. Broomfield Specific Questions**



**III. (1) Explain (a) how your agency ensures grant funding is only used to serve Broomfield residents and include the accounting method to track funds and residents served; (b) the eligibility criteria for receiving goods/services and the target demographics and (c) how and where Broomfield residents access these program services and the frequency with which these services are used.**

MHP's Accounting and Finance team tracks service utilization by payer source and allocates grant revenue to the appropriate service line item or team budget that delivers that unit of care. Additionally, MHP receives an annual external financial audit to ensure we utilize sound financial practices and appropriately account for all funds. Policies and procedures for clinical documentation, accounting, reporting, and financial audits ensure that grant funding is used within eligibility guidelines.

Residents can access care at our Broomfield location or in Boulder, Longmont, or Lafayette, including 24/7/365 crisis services and withdrawal management, several community-based sites, and telehealth when applicable. A current strategic initiative is to build a stronger, innovative foundation of digital access to services and information, including digital access to individual care plans, psychoeducation supports and resources, scheduling, and care team communication. MHP is also developing a new Acute Network site to be located in eastern Boulder County (Louisville) and opening in 2024, to increase access to these vital services all at one location, prioritizing easy access from Broomfield and other nearby areas.

**III. (2) Indicate how many unduplicated Broomfield residents are projected to participate or experience the programming through funding received from this grant. How did you arrive at this number?**

We anticipate providing clinical services to 600 unduplicated Broomfield residents, including approximately 230 without Medicaid benefits (38%). Services may include 315 comprehensive assessments (75 non-Medicaid), 570 targeted case management services (80 non-Medicaid), and 300 health coaching services like peer support, group activity therapy, and psychoeducation (70 non-Medicaid). We also anticipate providing Community Health Worker outreach services to approximately 1,000 Broomfield residents, including individual and group outreach and participation in community events like Broomfield Days and health fairs. These are based on prior year numbers and trends in Medicaid coverage and service utilization.

**III. (3) How do you estimate the cost per Broomfield resident? If you are able to calculate the exact cost per resident, enter that number here.**

Based on the requested grant amount and projected service volume, the estimated annual cost of services per non-Medicaid eligible Broomfield resident is \$1,848, at an estimated average of 10-15 services per client annually.



**III. (4) Describe the performance measures/indicators that demonstrate how Broomfield residents are better off as a result of your program. What tool(s) (e.g. surveys, programs evaluations, processes) will you use to collect data and measure success?**

Key outcome indicators include client ratings from the standardized, validated SAMHSA National Outcome Measure Set (NOMS) as well as access to care metrics via electronic health record data. Projected targets for 2025 are based on data collected to date at baseline and 6-month reassessment time points. Current data including over 7500 baseline and 5200 reassessment interviews indicate improvement across key outcome indicators: level of functioning, psychological symptom impact, and client satisfaction. Others will be analyzed as needed to inform disparity analyses and quality improvement. MHP also uses the following additional validated clinical measures at baseline and every 6 months:

- Colorado Client Assessment Record (CCAR)
- Drug/Alcohol Coordinated Data System (DACODS)
- Patient Health Questionnaire (PHQ-9)
- General Anxiety Disorder Scale (GAD-7)
- Psychological trauma assessments, like Child Adolescent Trauma Screen (CATS), International Trauma Questionnaire (ITQ), PTSD Checklist (PCL)
- Columbia Suicide Severity Rating Scale (C-SSRS)

**III. (5) Optional – Is there anything else you would like to add/explain with respect to this grant request for the committee’s review?**

In early October 2024, Clinica Family Health and MHP intend to merge into one organization, to expand access to care and create a whole-person care model capable of serving those most in need in our community. The combined organization will be called Clinica Family Health & Wellness, providing the highest quality, most comprehensive care possible for community members seeking physical, mental, and oral health services. Through this merger, MHP and Clinica will leverage over 100 years of combined experience, aiming to create an integrated healthcare model for a more person-centered approach. This new exciting chapter will strengthen the BHH's program's ability to efficiently and effectively meet the needs of a highly complex population.

**Section IV. Spending Plan**

**IV. (1) What were the organization’s total operating expenses for the last fiscal year?** \$51,077,097

**IV. (2) Variance: Explain any significant variance between 2023 and 2024 (or expected next year) in either the program and/or organizational budget, especially if last year ended in debt (Enter N/A if there are none).**

The overall agency budget for FY2025 projects a comparatively small shortfall of \$989,172 (2%). MHP made a concerted effort to enter FY2025 with a neutral budget, to prepare for significant changes in the State Medicaid payment structure and vastly decreasing grant and contract funding for behavioral health services, during a time of greatly rising need. Additionally, the MHP and Clinica Family Health merger is anticipated to facilitate a more diversified and effective budget process.

**IV. (3) Project Budget Overview: What is the total budget required for the project? If the project includes services for non-Broomfield residents, please provide the allocation amount within the project that can be attributed to Broomfield.**

The total budget required for the project is \$425,000. This budget targets services for Broomfield residents only.

**IV. (4.) Expense Breakdown: How will the funds be allocated across different activities or services? Provide a DETAILED/ITEMIZED breakdown of the costs associated with the project, broken down within the following categories: (a) Salaries/Consultants, (b) Program Supplies, (c) Rent/ Facility Fee, (d) Training, (e) Overhead, (f) Other**

Funds will be allocated across the following program-specific costs: (a) Salaries (1FTE Clinical Supervisor, 1FTE Therapist, 1FTE Care Coordinator, 1FTE Community Health Worker, 20% Fringe): \$311,404. (b) Program Supplies (telecommunications, therapeutic supplies, transportation): \$4,282. (c) Rent/Facility Fees (rent, utilities, janitorial): \$51,382. (d) Training (clinical, evidence-based practices): \$1,557. (e) Overhead: \$39,548. (f) Other (outside services, security, miscellaneous.): \$16,827

**IV. (5) Funding Sources: What are the expected sources of funding for this project? Please include any secured and/or pending Federal/State/County/Local grants, participant fees, project specific donations, in-kind contributions, and any other source of revenue for the project.**

MHP operates as a Community Mental Health Center within Colorado's safety net system, with braided and blended funding from the Colorado Behavioral Health Administration, Colorado Department of Health Care Policy & Finance (HCPF, Medicaid administrator), grants (including Broomfield DHS), and philanthropic contributions.

**IV. (6) Cost Efficiency: What measures will be taken to ensure cost-effectiveness? Explain how the project will deliver maximum impact with the allocated budget.**

MHP recognizes the need to maximize service delivery with limited funding. Program leadership is monitoring processes like service documentation, insurance eligibility verification, and clinical workflows. MHP has identified several quality improvement efforts that will help improve efficiencies, such as training for staff on the use of clinical codes for documentation, updates to insurance verification processes, and more frequent review of data dashboards with these metrics.

**IV. (7) Sustainability: If grant funding is not received, how would the organization sustain these project services? Additionally how will you address potential budget shortfalls or unexpected expenses? Describe any plans for ongoing funding or cost-saving measures.**

The cost proposal reflects the minimum funding needed to sustain program operations. Any funding loss or unexpected expenses will negatively impact service delivery. The costs are based on an intensive budgeting process for a specific time frame and include various cost-saving measures for FY25, such as eliminating unfilled positions, not providing cost of living adjustments, reducing contract/consultant costs, reducing administrative budgets, and maximizing insurance reimbursement revenue.

## Section V. Survey Questions

**V. (1) Optional – Is there anything else you would like to add/explain with respect to this grant request for the committee’s review?**

N/A

**V. (2) Optional – Would you like to provide feedback on the grant application, contract, reporting, or requirements process?**

We've greatly appreciated the streamlined application and reporting process, it is straightforward and easy to navigate. Thank you!

**V. (3) How did you hear about this grant funding opportunity? Do you feel that the program was adequately marketed in our community?**

MHP is grateful to have been a grantee of Broomfield DHS funding for many years. We receive direct emails notifying us about grant opportunities from the Broomfield Community Service Network (BCSN) newsletters.

## Section VI. Mid-Year/Final Report

**Did you receive annual grant cycle funding in 2024 from the Broomfield Community Foundation/Department of Human Services?**

Yes

**Select the tier funding you received in 2024 (this amount does not include supplemental DHS grant funding awarded at the 8/13/24 City Council meeting):**

Tier 2 - over \$25,001

**Please upload a copy of your DHS Grant midyear report (submitted in July) here:**

<https://www.formstack.com/admin/download/file/16991468970>

## Section VII. - Required Documents Upload

**VII. (1) Please upload letters of support here (maximum of 2 letters). (Optional, but strongly encouraged.) If you have more than one letter, please scan into one document and then upload it here**

<https://www.formstack.com/admin/download/file/16991468971>

**VII. (2) Most recent balance sheet**

<https://www.formstack.com/admin/download/file/16991468972>

**VII. (3) Most recent income and expense statement**

<https://www.formstack.com/admin/download/file/16991468992>

**VII. (4) IRS Form 990**

<https://www.formstack.com/admin/download/file/16991468993>

**VII. (5) Most recent fiscal year-end audit or independent financial review, if available**

<https://www.formstack.com/admin/download/file/16991468994>

**VII. (6) Most recent annual report, if available**

<https://www.formstack.com/admin/download/file/16991468995>

**VII. (7) Strategic Plan**

<https://www.formstack.com/admin/download/file/16991468996>

## Sign and Submit

**For use in the official Broomfield City Council memo requesting funding approval in 2024, please provide a brief statement (3 sentences or less) of the services to be provided as a result of grant funding received. Please also include the number of unduplicated Broomfield residents to be served.**

Funds will directly support 600 unduplicated Broomfield residents (230 non-Medicaid) with the following services:

1. Comprehensive clinical assessments to identify the need and individualized treatment match.
2. Case management to support social determinants of health, including benefits acquisition, housing, transportation, and other wrap-around services.
3. Health and wellness coaching, via individual and group services, to support whole health goals.
4. Behavioral health outreach, via Community Health Workers, to improve access to care & reduce stigma, including outreach, embedded services at partner sites, wellness groups, community events, referrals for behavioral health or other services (primary care, benefit enrollment, and more).

**Contract and Reports: Agencies awarded grants must enter into a binding contract with the Broomfield Community Foundation (BCF) (Tier 1 or 2) or the Broomfield Department of Human Services (DHS) (Tier 3) and must meet the audit/external review requirements set forth by BCF/DHS. Agencies must use funds in accordance with their grant proposal. Any modifications to fund usage after funds have been awarded must be submitted via a written proposal and must be approved by BCF/DHS Management (as applicable). Funding in one year does not guarantee funding in future years. The agency must retain records of accounting and services for 3 years. The agency must submit grant reports as identified by BCF/DHS.**

Agree

**By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.**



Form Name:

Submission Time:

Browser:

IP Address:

Unique ID:

Location:

2025\_BCF\_DHS Tier 3 application

October 1, 2024 6:26 pm

Chrome 128.0.0.0 / Windows

50.228.81.74

1271361637

40.0622, -105.0653

Organization Name

Mental Health Center of Boulder Couty, Inc. (DBA Mental Health Partners)

Explain the societal and economic impacts of this project.

MHP's Behavioral Health Home, outpatient, and CHW services increase access to care for Broomfield residents at the appropriate level, aiming for reduced emergency room utilization, reduced cost of care, lower likelihood of criminal justice involvement, and access to housing and other supports that bring societal and economic benefits to our community. Together, these programs deliver better quality care and improved outcomes for those in our community facing behavioral health challenges.

Select which strategic community priority(ies) this proposal addresses: (check all that apply)

Mental/Behavioral Health Services  
Family Resource Center and/or Basic Needs Services

Upload: Strategic Plan

[https://drive.google.com/a/broomfield.org/uc?id=1USUeoXn2-wbdSztCkyKzYv\\_rM6wEQoGD&export=download&display=/MentalHealthCenterofBoulderCoutyInc.DBAMentalHealthPartners\\_173171972\\_mhp\\_strategic\\_roadmap.pdf](https://drive.google.com/a/broomfield.org/uc?id=1USUeoXn2-wbdSztCkyKzYv_rM6wEQoGD&export=download&display=/MentalHealthCenterofBoulderCoutyInc.DBAMentalHealthPartners_173171972_mhp_strategic_roadmap.pdf)

Upload: Anti-discrimination statement adopted by the Board

[https://drive.google.com/a/broomfield.org/uc?id=1Kp8KS4KwIAbrl7fYTEej6MFvZawJs8PD&export=download&display=/MentalHealthCenterofBoulderCoutyInc.DBAMentalHealthPartners\\_173171992\\_antidiscrimination\\_statement.pdf](https://drive.google.com/a/broomfield.org/uc?id=1Kp8KS4KwIAbrl7fYTEej6MFvZawJs8PD&export=download&display=/MentalHealthCenterofBoulderCoutyInc.DBAMentalHealthPartners_173171992_antidiscrimination_statement.pdf)

Optional upload: Other forms of reporting that your agency already completes that support your grant proposal

[https://drive.google.com/a/broomfield.org/uc?id=1Y7EfBNHGd4OPrxF9xyqF-ORFhxA-B2&export=download&display=/MentalHealthCenterofBoulderCoutyInc.DBAMentalHealthPartners\\_173171504\\_mhp\\_access\\_outcomes\\_report\\_fy24q4.pdf](https://drive.google.com/a/broomfield.org/uc?id=1Y7EfBNHGd4OPrxF9xyqF-ORFhxA-B2&export=download&display=/MentalHealthCenterofBoulderCoutyInc.DBAMentalHealthPartners_173171504_mhp_access_outcomes_report_fy24q4.pdf)

EXHIBIT B  
INSURANCE REQUIREMENTS

# City and County of Broomfield Insurance Requirements

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

### General Requirements (Version dated December 2024)

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



## **Insurance Requirements**

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

### **Commercial General Liability**

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

Minimum limits:

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

### **Automobile Liability**

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

Minimum limits:

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

### **Workers' Compensation**

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

Employer's Liability with minimum limits:

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

## **Deviations**

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2024

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

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

| <b>PRODUCER</b><br>Ewing-Leavitt Insurance Agency, Inc.<br>5689 McWhinney Blvd.<br><br>Loveland CO 80538   | <b>CONTACT NAME:</b> Renee McReynolds<br><b>PHONE (A/C, No, Ext):</b> (970) 679-7344 <b>FAX (A/C, No):</b> (866) 425-6180<br><b>E-MAIL ADDRESS:</b> renee-mcreynolds@leavitt.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Selective Insurance Group, Inc.</td> <td style="text-align: center;">12572</td> </tr> <tr> <td><b>INSURER B:</b> Underwriters at Lloyds London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td><b>INSURER C:</b> Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Selective Insurance Group, Inc. | 12572 | <b>INSURER B:</b> Underwriters at Lloyds London | 15792 | <b>INSURER C:</b> Pinnacol Assurance | 41190 | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|--|---|-------------------------------|--------|---|-------|---|-------|--------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Selective Insurance Group, Inc.  | 12572   |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Underwriters at Lloyds London  | 15792   |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER C:</b> Pinnacol Assurance   | 41190   |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |   |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |   |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |   |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Clinica Family Health and Wellness, Mental Health Partners, Mental Health Center of Boulder County Inc.<br>1735 S Public Road, Suite 201<br>Lafayette CO 80026 |   |                               |        |   |       |   |       |                                      |       |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER: 24-25****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD   | SUBR WVD     | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---|--------------|--|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  | X   |              | S2303060   | 4/1/2024                | 4/1/2025                | EACH OCCURRENCE   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |   |              |  |                         |                         | \$ 1,500,000  |
|          | <input checked="" type="checkbox"/> Blkt Addl Insureds  |   |              |  |                         |                         | \$ 500,000  |
|          | <input checked="" type="checkbox"/> Blkt Waiver Subrogation   |   |              |  |                         |                         | \$ 15,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |              |  |                         |                         | \$ 1,500,000  |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |              |  |                         |                         | \$ 3,000,000  |
|          | OTHER:  |   |              |  |                         |                         | \$ 3,000,000  |
| A        | AUTOMOBILE LIABILITY  |   |              | S2303060   | 4/1/2024                | 4/1/2025                | COMBINED SINGLE LIMIT (Ea accident)   |
|          | <input checked="" type="checkbox"/> ANY AUTO  |   | \$ 1,000,000 |  |                         |                         |   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS            | \$           |  |                         |                         |   |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS | \$           |  |                         |                         |   |
|          | <input checked="" type="checkbox"/> Blkt Addl Insureds  | <input checked="" type="checkbox"/> Blkt WOS        |              |  |                         | \$                      |   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB   |   |              | S2303060   | 4/1/2024                | 4/1/2025                | EACH OCCURRENCE   |
|          | <input type="checkbox"/> EXCESS LIAB  | <input checked="" type="checkbox"/> OCCUR           | \$ 3,000,000 |  |                         |                         |   |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  | <input type="checkbox"/> CLAIMS-MADE                | \$ 3,000,000 |  |                         |                         |   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |   |              | 1751842 - Clinica<br>4050891 - Mental Health<br>incl Blanket Waiver of Subrogation | 2/1/2024<br>2/1/2024    | 2/1/2025<br>2/1/2025    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N <input type="checkbox"/> N/A                    | \$ 1,000,000 |  |                         |                         |   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |   | \$ 1,000,000 |  |                         |                         |   |
|          |   |   | \$ 1,000,000 |  |                         |                         |   |
| B        | Cyber Liability   |   |              | ACS1331324   | 10/11/24                | 10/11/25                | \$5,000,000 limit   |
| B        | Abuse/Molestation Coverage  |   |              | B0621PCLIN005524   | 4/1/2024                | 4/1/2025                | \$1,000,000 each claim/agg  |

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

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 additional insureds on a primary/non-contributory basis.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| City and County of Broomfield<br>One DesCombes Drive<br>Broomfield, CO 80020 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>R McReynolds/LAEWIN |
|--|--|

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## Certificate Of Completion

Envelope Id: 63DED58C-ED56-49C1-B415-8891EBBE40B9  
 Subject: Complete with Docusign: CFHW Agreement 2025 (NP).pdf  
 Source Envelope:  
 Document Pages: 34  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 Mandy Walke  
 1 DesCombes Dr  
 Broomfield, CO 80020  
 awalke@broomfield.org  
 IP Address: 208.184.21.6

## Record Tracking

Status: Original  
 1/13/2025 1:25:21 PM

Holder: Mandy Walke  
 awalke@broomfield.org

Location: DocuSign

## Signer Events

Simon Smith,  
 Simon.Smith@clinica.org  
 President and CEO  
 Clinica Campesina Family Health Svcs.  
 Security Level: Email, Account Authentication  
 (None)

## Signature

*Simon Smith,*

Signature Adoption: Pre-selected Style  
 Using IP Address: 50.220.27.98  
 Signed using mobile

## Timestamp

Sent: 1/13/2025 3:55:47 PM  
 Viewed: 1/13/2025 4:34:27 PM  
 Signed: 1/13/2025 4:35:20 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/13/2025 4:34:27 PM  
 ID: 36b4d419-192a-438e-a643-b8de66252f8e

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Greg Van Derm  
 gvanderm@mhpcolorado.org  
 Contract Manager  
 Mental Health Partners  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 1/13/2025 3:55:49 PM  
 Viewed: 1/13/2025 3:56:14 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/20/2024 8:36:33 AM  
 ID: fccd33dd-be4b-4c11-ae2b-a2fe28aaaf4e

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

|                  |                  |                      |
|------------------|------------------|----------------------|
| Envelope Sent    | Hashed/Encrypted | 1/13/2025 1:26:20 PM |
| Envelope Updated | Security Checked | 1/13/2025 3:43:04 PM |
| Envelope Updated | Security Checked | 1/13/2025 3:43:04 PM |

| Envelope Summary Events                    | Status           | Timestamps           |
|--|------------------|----------------------|
| Certified Delivered                        | Security Checked | 1/13/2025 4:34:27 PM |
| Signing Complete                           | Security Checked | 1/13/2025 4:35:20 PM |
| Completed                                  | Security Checked | 1/13/2025 4:35:20 PM |
| Payment Events                             | Status           | Timestamps           |
| Electronic Record and Signature Disclosure |                  |                      |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND COMMUNITY SERVICES OF BROOMFIELD, INC. dba BROOMFIELD FISHFOR NONPROFIT  
GRANTS 2025

1. PARTIES. The parties to this Agreement for Nonprofit Grant Funding (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Community Services of Broomfield, Inc. dba Broomfield FISH (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
  - 2.1. The Contractor has requested that the City provide the Contractor with funds in order for the Contractor to conduct its program.
  - 2.2. The City finds and determines that the proposed use for the funds by the Contractor is for a public purpose and will benefit the City and its residents generally.
  - 2.3. The Parties therefore desire to enter into an Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Term. The Term of this Agreement shall commence January 1, 2025 and extend and be effective through December 31, 2025. This Agreement may be renewed for three successive one-year terms upon the same terms and conditions by written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.
  - 3.2. Scope. The Scope of the Agreement involves the furnishing of services as described in the Scope of Work attached hereto as Exhibit A (grant application proposal) and incorporated by this reference. Services are to be in alignment with the Contractor’s mission as shown in Exhibit A and for the benefit of Broomfield residents. ***Contractor shall submit quarterly reports to Human Services which includes the amount of Broomfield funds spent, number of Broomfield residents served, nature and/or type of services provided, outcomes achieved, and other client demographics collected that accurately reflect the services provided under these funds. The quarterly***

***reports are due to the Human Services Management Analyst no later than the last day of the month following the end of the quarter.*** The Contractor further agrees to permit the City to audit the Contractor's accounts and books upon written demand by the City.

- 3.3. Price. The City shall pay the Contractor for services provided to Broomfield residents as set forth in the Scope of Work. Total payments under this Agreement shall not exceed Three Hundred Thousand dollars (\$300,000.00).
- 3.4. Payment. Funding shall be disbursed in quarterly payments, the first occurring upon execution of this contract and thereafter upon receipt of the prior quarter's report. The Contractor agrees to return any of the funds that are not expended by December 31, 2025. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.
4. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
  - 4.1. The City designates Mandy Walke as the authorized representative of the City under this Agreement. Email address is [awalke@broomfield.org](mailto:awalke@broomfield.org).
  - 4.2. The Contractor designates Dayna Scott as the authorized representative of the Contractor under this Agreement. Email address is [dayna.scott@broomfieldfish.org](mailto:dayna.scott@broomfieldfish.org).

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



5. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
6. INDEMNIFICATION. The Contractor expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the Contractor.
7. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
8. DEFAULT. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, the City may terminate this Agreement and the Contractor's right to proceed hereunder. If the City terminates this Agreement under this paragraph, the Contractor may, at the option of the City, be required to cease any or all work provided for under this Agreement and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform.
9. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This

Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

10. PROTECTION OF PROPERTY. All City property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by the Contractor while performing services pursuant to this Agreement. The Contractor shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
11. 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.
12. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
13. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
14. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.
15. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
16. 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.

17. 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.
18. 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.
19. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
20. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
21. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
22. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
23. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.
30. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
31. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
32. TERMINATION. The City reserves the right to terminate this Agreement, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

33. 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.
34. 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.
35. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

This Agreement is executed by the Parties hereto in their respective names as of January 1, 2025.

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

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Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

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City and County Attorney's Office

CONTRACTOR:

Community Services of Broomfield, Inc. dba  
Broomfield FISH

By: Dayna Scott

Name: Dayna Scott

Address: 6 Garden Center, Broomfield, CO 80020

EXHIBIT A  
SCOPE OF WORK





|                  |   |
|------------------|---|
| Form Name:       | BCF/DHS Grant Application 2025 Tier 2/3 |
| Submission Time: | September 30, 2024 1:25 pm              |
| Browser:         | Chrome 128.0.0.0 / Windows              |
| IP Address:      | 71.237.46.155                           |
| Unique ID:       | 1270857054                              |
| Location:        | 39.997, -105.0974                       |

|   |   |
|---|---|
| <b>Organization Name</b>  | Community Services of Broomfield, dba Broomfield FISH   |
| <b>Organization Address</b>   | 6 Garden Center<br>Broomfield, CO 80020   |
| <b>Contact Name</b>   | Dayna Scott   |
| <b>Email</b>  | dayna.scott@broomfieldfish.org  |
| <b>Phone</b>  | (303) 460-6817  |
| <b>Organization's Website Address</b>   | www.broomfieldfish.org  |
| <b>Which of the following strategic priorities does the project address (Please choose all that apply)</b>  | Mobility<br>Thriving, Diverse, Safe, and Welcoming Community<br>Access and Equity<br>Whole Family Success<br>Collaboration  |
| <b>Please identify what percentage of the grant request you intend to allocate to each of the strategic priorities category selected in the prior question. (Percentages should equal 100%)</b> | We anticipate that the breakdown would be: 65% Whole Family Success; 10% Thriving, Diverse, Safe and Welcoming Community; 10% Collaboration; 5% Mobility; and 10% Access and Equity |

**Section I. Grant Request Narrative**

|  |                          |
|--|--------------------------|
| <b>I. (1 a.) What funding group were you assigned, please refer to your invitation email.</b>  | Group G = Over \$200,000 |
| <b>I. (1 b.) How much funding are you requesting?</b>  | 400000                   |
| <b>I. (2) If you received funding from this cycle last year, please indicate the amount granted. (Please answer N/A if you did not receive funding last year.)</b> | 300000                   |

**I. (3) Briefly describe the project your organization seeks grant funding for through this application. Please indicate if these services are proposed, new, or existing.**

As a food and family resource center, FISH proposes to use grant funding to help low income residents meet their basic human needs and move from in crisis to thriving. We work to prevent hunger and homelessness in Broomfield through the following programs and services:

PREVENTING HUNGER. FISH will continue existing programs to meet the need to prevent hunger in our community. We anticipate serving more than 14,000 unduplicated people through our free, self-shop marketplace, the mobile pantry, our teaching garden, and food delivery programs to low-income senior housing residents.

KEEPING FAMILIES HOUSED and KEEPING SENIORS HOUSED PROGRAMS. These two existing programs seek to stabilize 200 people (families with children and seniors 65 years or older) in existing housing to prevent homelessness and to connect them to resources that promote overall wellness.

EMERGENCY ASSISTANCE AND FAMILY RESOURCE CENTER PROGRAMS. FISH will continue our existing emergency financial assistance and family development programs, ensuring that 300+ low-income residents have support to achieve two-generational, whole family success. FISH connects participants to more than 30 partners, some of whom co-locate in our building.

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**I. (4) What values/principles/ideals does this project seek to promote within the community and how did you identify this problem or need?**

FISH promotes the values of support, inclusivity, belonging, and opportunity within our community. We have seen the need for basic needs services grow dramatically-the total number of unduplicated residents served went from 7,057 in 2019 to 13,311 in 2023. This tidal wave of need is well-documented in our Salesforce database, and other research confirms it. According to the CO Health Access Survey in February of 2024, food insecurity actually worsened after the pandemic and is now at a high of 11.2%. The Roots Policy Housing Study from Broomfield Housing Alliance showed that 50% of all Broomfield renters are cost-burdened and are at risk for homelessness and the 2022 Congressional District Housing Profile for District 2 showed that 82% of low income families who earn 30% or below area median income (AMI) are severely cost-burdened for housing. Through FISH's programs and services, we seek to reduce hunger and homelessness in our community.

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**I. (5) Discuss the founding and development of the organization. Explain the original issue and/or opportunity the organization was founded on to address and how that may have changed over time.**

The original issue that FISH was founded to address was meeting Broomfield neighbors' basic human needs. FISH (Fellowship In Serving Humanity) has been a vital community resource helping prevent hunger and homelessness in our county for more than 61 years. The organization was initially founded in 1963 as a food pantry; however, FISH has since expanded to include an array of resources and programs designed to help low income residents thrive. In 2018, FISH became the only Broomfield County member of the statewide CO Family Resource Center Association (FRCA). Since that time, we have focused on whole-family, two-generational health and well-being. We have implemented the Family Development Model, an evidence-based strategy which is used by all FRCs across the state. Since the pandemic, housing has become a larger focus of our work because it is the number one barrier to economic security for our families. People who visit FISH report being severely cost-burdened for housing, which has led the organization to do more work around housing stabilization and eviction prevention. FISH is now a bustling resource center that develops strong relationships with participants and connects them to critically-needed resources.

**I. (6) Describe the challenges and opportunities facing your organization in the next three to five years and explain how your organization engages in strategic planning efforts to address these challenges and opportunities.**

As a result of the housing shortage, stagnant wages and rising food prices, there is a tsunami of need in our community and FISH faces an enormous challenge to find the financial resources to meet that need. In 2023, FISH had to dip into its financial reserves in order to meet the need and in 2024, we had to severely limit direct financial assistance for residents. The biggest opportunity in the next five years will be to strengthen our partnerships with other agencies and organizations working to prevent hunger and homelessness in our county. Collaboration is FISH's superpower. We work closely with the Boulder/Broomfield Food Security Network, BCSN, the network of CO Family Resource Centers, the By-Name list to support unhoused residents, and the newly-formed Broomfield Housing Solutions Forum to strategically plan and coordinate our efforts. Our 2025 strategic plan calls for more cross-agency and regional approaches to addressing hunger and homelessness.

**I. (7) How does your organization strive to be diverse, equitable, accessible, and inclusive?**

FISH ensures that diversity, equity, accessibility, and inclusion are woven into all aspects of our organization. FISH joined the CO FRCA's DEAI training cohort and worked with consultants to conduct an in-depth "Equity, Diversity and Inclusion Assessment" of current beliefs and practices with our board and staff. In 2023, we reviewed this assessment and embedded action items into our strategic plan. Now, we have a standing committee with board, staff and participants dedicated to carrying out our plan. The focus for 2024 was on understanding implicit bias and improving language accessibility. Since 38% of the people we serve are Latine, we offer all programs, signs, and outreach in both English and Spanish, and have five bilingual staff.

**I. (8) How does the agency support the well-being and development of staff?**

FISH supports the wellbeing and development of staff through wellness workshops, ongoing professional development, work from home days and flex time, team lunches, and a generous PTO package. Our recent staff engagement survey results were excellent. When staff were asked "Would you recommend FISH as a good place to work" the average score was a 9 out of 10, with 10 being absolutely would recommend. For the question "I feel valued as a team member" the average score was 4.6 out 5 with 5 being "Yes definitely." Staff had this to say about FISH: "I like the team work and that everyone truly cares about the mission, the community, and each other."

**I. (9) Describe how your organization typically funds the program applied for in this application.**

FISH funds our food security and homelessness prevention programs through a combination of grant monies (federal, state, local, and foundation), private donations (individuals, businesses, and civic organizations), and fundraising events. Last year 88% of our budget for programming came from charitable funds that FISH raised and 12% came from government grants. Our FY2024 DHS grant represented less than 6% of our total annual operating budget. We are able to use DHS grant funds to leverage other funds since we can demonstrate significant support from our City and County partners.

**Section II. Tier 2 Questions**

**II. (1) What information/research was conducted to establish the needed service/program? (e.g., community needs assessment, indicator or survey, etc.)**

FISH sees firsthand the need in the community based on the numbers of people who visit us at 6 Garden Center and who call or email for support. We track data on all residents who seek services and have seen that number consistently rise over the last five years. The total number of unduplicated residents helped went from 7,057 in 2019 to 13,311 in 2023! We also do an annual survey with participants and have a Participant Voice Council that meets quarterly to discuss needs and programming. Food security and housing stability are the top two concerns of those who visit FISH. Lastly, we review other community assessments, including the 2023 Broomfield Community Survey, to determine need. Data shows that respondents' outlook for access to affordable, quality housing has been steadily declining since 2012 and is at an all-time low of 22% reporting it to be excellent or good. Lastly, FISH reviewed data from CO Health Institute's 2024 CO Health Access Survey and BHA's Housing Needs Study.

**II. (2) Please describe the agency Stakeholders (including customers/clients) and how their input is gathered to improve and enhance services.**

FISH regularly solicits stakeholder feedback through surveys, focus groups, our Participant Voice Council, and our Latina Health Ambassadors. We listen to participants and use their input to improve and enhance services. One example of this is with equitable access to programs. Through focus groups with our Latinx population, we discovered that many monolingual Spanish speakers did not come to FISH because of language barriers. As a result, we prioritized hiring bilingual and bicultural staff and ensuring that all phone messaging, signs, food shelves, and outreach materials are in English and Spanish. Another example is offering more fresh food, and culturally relevant food, in the marketplace. We make sure to purchase extra produce, halal meats, masa, rice noodles and other items participants request. We also have our new Teaching Garden and a partnership with Salvation Army, to harvest more local, fresh produce for FISH participants!

**II. (3) Give detailed projected outcomes for requested funding, preferably using evidence-based practices.**

The following are projected outcomes for FY2025:

\*The percentage of FISH participants who report ever running out of food in the past 6 months will decrease by 5% by the end of 2025. We anticipate distributing more than 1.5 million pounds of food to more than 14,000 unduplicated residents.

\*By the end of 2025, 90% of FISH participants in the Keeping Families and Seniors Housed programs will have remained housed for 6 months or more. We anticipate serving at least 200 people through housing stabilization efforts.

\*By the end of 2025, 75% of FISH participants will report being more stable with food and housing than before they came to FISH.

All of the strategies behind FISH's programs are rooted in evidence-based practices.

**II. (4) Describe the program standards you use to evaluate the quality of your program(s). Examples of quality standards include: Standard measures (e.g., participant-staff ratio, workload ratio, % staff trained, % participants seen in own language, unit cost) and/or Activity-specific measures (e.g., % timely, % participants completing, % attending workshop)**

As a member of the Colorado Family Resource Center Association, FISH adheres to their evidence-based model to set and evaluate quality standards. To learn more about this, please visit: [https://www.cofamilycenters.org/wp-content/uploads/2021/09/Implementation-Manual\\_Final\\_8.2021\\_Final-with-attachments-.pdf](https://www.cofamilycenters.org/wp-content/uploads/2021/09/Implementation-Manual_Final_8.2021_Final-with-attachments-.pdf). FRC standard measures include: sufficient and diverse program outreach, standardized screening, resource and referral processes, goal setting and follow up processes, mandatory staff training for 100% of staff on quality standards, motivational interviewing and CFSA 2.0 tools, data collection and evaluation processes, and regular staff supervision. FISH consistently rates excellent on all measures of quality by our participants. FISH also uses specific standard measures for our housing programs and we look at retention in the program, family goals achieved, and % of participants who stay housed for 6 months or longer.

### Section III. Broomfield Specific Questions

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**III. (1) Explain (a) how your agency ensures grant funding is only used to serve Broomfield residents and include the accounting method to track funds and residents served; (b) the eligibility criteria for receiving goods/services and the target demographics and (c) how and where Broomfield residents access these program services and the frequency with which these services are used.**

a.) FISH only serves Broomfield County residents. Our service boundary is the county, so all grant funding goes to support efforts to end hunger and homelessness in Broomfield. FISH uses a customized Salesforce database to track all participants served. Our bookkeeper uses Quickbooks to track all funds spent and the Board of Directors and finance team oversee the FISH finances on a monthly basis. We also have our financials audited annually.

b.) At FISH, the only two eligibility criteria are 1.) county of residence, which must be Broomfield, and 2.) income level which must be at or below 60% of the county AMI. FISH serves the most vulnerable members of our community!

c.) Residents are able to access services directly at our 6 Garden Center location, and also through virtual or mobile programs. FISH participants can come shop for food twice a month or more often as needed depending on their circumstance. Pre-pandemic the average length of time for people accessing food was 3 to 6 months; however, now we see many families who have been coming regularly for a year or more because that is the only way they can survive. Our housing programs are 3 months to a year and other services are typically one to three visits.

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**III. (2) Indicate how many unduplicated Broomfield residents are projected to participate or experience the programming through funding received from this grant. How did you arrive at this number?**

We anticipate serving 14,000 unduplicated residents. Broomfield FISH uses a customized Salesforce database to track all services provided and can therefore provide a precise accounting of who accesses help. In 2023, FISH served 13,311 unduplicated people, which is roughly one in six residents. Already data indicates we will surpass this for 2024. FISH is seeing more new families coming for food, and more people who came during the pandemic, but then stopped coming for a period of time. We are also seeing a spike in the number of seniors aged 65 and over who need help with food and other financial assistance. Many are on fixed incomes, but face rising rents or taxes.

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**III. (3) How do you estimate the cost per Broomfield resident? If you are able to calculate the exact cost per resident, enter that number here.**

Broomfield FISH anticipates serving more than 14,000 unduplicated residents. Our request for \$400,000 means we will be allocating roughly \$29 per resident served through this grant. This ask is less than 6% of our total operating budget for FY2025.

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**III. (4) Describe the performance measures/indicators that demonstrate how Broomfield residents are better off as a result of your program. What tool(s) (e.g. surveys, programs evaluations, processes) will you use to collect data and measure success?**

FISH uses the following tools to measure success:

\*Salesforce database that includes demographics, #'s served, pounds of food distributed, and referrals made to other organizations (monthly reports)

\*Colorado Family Support Assessment (CFSA 2.0) that assesses improvement across 14 indicators of self sufficiency for each family involved in Keeping Families Housed or the Family Development Path (annual report).

\*Goal progress reporting form for each family involved in Keeping Families Housed or the Family Development Path (ongoing as families participate).

\*Focus groups with participants (1 to 3 x year)

\*Participant feedback surveys (annual survey).

\*Participant Voice Council and Latina Health Ambassadors meetings to offer feedback on programs and improve outreach (quarterly meetings)

All of these measures point to participants being better off as a result of having enough food, a stable home, and success in achieving their self-sufficiency goals.

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**III. (5) Optional – Is there anything else you would like to add/explain with respect to this grant request for the committee’s review?**

We appreciate our partnership with the City and County of Broomfield and hope to continue our collaborative work across agencies--with the Collaborative Management Program, Family First Prevention Program, Housing Programs, and Workforce Center through the Dept of Human Services; with Division of Housing in the Dept of Economic Vitality; and with the Community Health Ambassadors Program and Communities that Care with the Dept of Public Health.

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## **Section IV. Spending Plan**

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**IV. (1) What were the organization’s total operating expenses for the last fiscal year?**

4,841,920

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**IV. (2) Variance: Explain any significant variance between 2023 and 2024 (or expected next year) in either the program and/or organizational budget, especially if last year ended in debt (Enter N/A if there are none).**

In 2023, FISH experienced a surge in need, but also reduced revenue support. The Board decided to tap our reserves, which meant a loss for the year. In 2024 we reduced direct assistance and should meet our budget.

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**IV. (3) Project Budget Overview: What is the total budget required for the project? If the project includes services for non-Broomfield residents, please provide the allocation amount within the project that can be attributed to Broomfield.**

4,942,500

**IV. (4.) Expense Breakdown: How will the funds be allocated across different activities or services? Provide a DETAILED/ITEMIZED breakdown of the costs associated with the project, broken down within the following categories: (a) Salaries/Consultants, (b) Program Supplies, (c) Rent/ Facility Fee, (d) Training, (e) Overhead, (f) Other**

FOR THESE GRANT FUNDS: a.) \$200,000 in staffing that funds three positions--two bilingual Advocate positions with salaries and benefits, as well as part of our Participant Programs Manager position; f.) \$180,000 in direct rent, utilities, and transportation assistance and \$20,000 in purchased food

**IV. (5) Funding Sources: What are the expected sources of funding for this project? Please include any secured and/or pending Federal/State/County/Local grants, participant fees, project specific donations, in-kind contributions, and any other source of revenue for the project.**

CO DOLA-ESG (now HRP) Funding- \$85,000 secured through 3/31/2025 and additional request pending CO Family Resource Center Grant- \$36,494 secured through 6/30/2025 CO Family First Grant with CCOB CAFS- \$30,000 secured through 9/30/2025 USDA/ CDHS Local Purchased Food Grant- \$25,000 secured through 3/31/2025 Anticipated IN-KIND food and services-\$3,100,000 FISH fundraising and events revenue- \$1,200,000

**IV. (6) Cost Efficiency: What measures will be taken to ensure cost-effectiveness? Explain how the project will deliver maximum impact with the allocated budget.**

FISH runs a lean organization, spending 89 cents of every dollar collected on direct services for neighbors in need. As a nonprofit, we can purchase food at a lower (negotiated) rate and without paying tax on it. This means we can buy more food with grant dollars than what we can bring in through donated food. Additionally, we have 600 volunteers who donate more than 20,000 hours to support FISH's operations each year. This means we spend less on human resources.

**IV. (7) Sustainability: If grant funding is not received, how would the organization sustain these project services? Additionally how will you address potential budget shortfalls or unexpected expenses? Describe any plans for ongoing funding or cost-saving measures.**

If FISH does not receive full funding, it will be challenging to sustain services. We would have to limit financial assistance and food in our marketplace. Cost saving measures for future shortfalls would mean limiting services, limiting the frequency of shopping each month, and potentially not backfilling positions. The grant request is less than 6% of our total operating budget. We are exploring a 2025 ballot initiative for safety net services with our BHSF partners.

Section V. Survey Questions



**V. (1) Optional – Is there anything else you would like to add/explain with respect to this grant request for the committee’s review?**

Thank you for considering our proposal!

**V. (2) Optional – Would you like to provide feedback on the grant application, contract, reporting, or requirements process?**

The character limits this year made more work for us and did not allow us to fully articulate answers to questions.

**V. (3) How did you hear about this grant funding opportunity? Do you feel that the program was adequately marketed in our community?**

We heard about this from lots of places and felt it was more than adequately marketed.

## Section VI. Mid-Year/Final Report

**Did you receive annual grant cycle funding in 2024 from the Broomfield Community Foundation/Department of Human Services?**

Yes

**Select the tier funding you received in 2024 (this amount does not include supplemental DHS grant funding awarded at the 8/13/24 City Council meeting):**

Tier 2 - over \$25,001

**Please upload a copy of your DHS Grant midyear report (submitted in July) here:**

<https://www.formstack.com/admin/download/file/16984389749>

## Section VII. - Required Documents Upload

**VII. (1) Please upload letters of support here (maximum of 2 letters). (Optional, but strongly encouraged.) If you have more than one letter, please scan into one document and then upload it here**

<https://www.formstack.com/admin/download/file/16984389777>

**VII. (2) Most recent balance sheet**

<https://www.formstack.com/admin/download/file/16984389787>

**VII. (3) Most recent income and expense statement**

<https://www.formstack.com/admin/download/file/16984389788>

**VII. (4) IRS Form 990**

<https://www.formstack.com/admin/download/file/16984389789>

**VII. (5) Most recent fiscal year-end audit or independent financial review, if available**

<https://www.formstack.com/admin/download/file/16984389790>

VII. (6) Most recent annual report, if available

<https://www.formstack.com/admin/download/file/16984389800>

VII. (7) Strategic Plan

<https://www.formstack.com/admin/download/file/16984389801>

Sign and Submit

For use in the official Broomfield City Council memo requesting funding approval in 2024, please provide a brief statement (3 sentences or less) of the services to be provided as a result of grant funding received. Please also include the number of unduplicated Broomfield residents to be served.

As a food and family resource center, FISH proposes to use grant funding to help low income residents meet their basic human needs and move from in crisis to thriving. We work to prevent hunger and homelessness and serve more than 14,000 unduplicated Broomfield residents, over half of whom are children.

Contract and Reports: Agencies awarded grants must enter into a binding contract with the Broomfield Community Foundation (BCF) (Tier 1 or 2) or the Broomfield Department of Human Services (DHS) (Tier 3) and must meet the audit/external review requirements set forth by BCF/DHS. Agencies must use funds in accordance with their grant proposal. Any modifications to fund usage after funds have been awarded must be submitted via a written proposal and must be approved by BCF/DHS Management (as applicable). Funding in one year does not guarantee funding in future years. The agency must retain records of accounting and services for 3 years. The agency must submit grant reports as identified by BCF/DHS.

Agree

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.





Mandy Walke <awalke@broomfield.org>

## Re: Invitation: 11/20 HST Prep - World Cafe, etc. @ Mon Nov 4, 2024 4pm - 5pm (MST) (dayna.scott@broomfieldfish.org)

6 messages

**Dayna Scott** <dayna.scott@broomfieldfish.org>  
To: Mandy Walke <awalke@broomfield.org>

Thu, Oct 24, 2024 at 12:02 PM

Did you ever find FISH's TIER III answers? I have them in google docs if I need to resubmit. Let me know and thanks!

On Thu, Oct 24, 2024 at 11:58 AM Mandy Walke <awalke@broomfield.org> wrote:

### When

Monday Nov 4, 2024 · 4pm – 5pm (Mountain Time - Denver)

### Guests

Mandy Walke - organizer  
dayna.scott@broomfieldfish.org  
Christopher Dewhurst  
kathy@therefugeco.org  
losloss543@gmail.com  
Ikapitan@almosthomeonline.org

[View all guest info](#)

**Reply** for dayna.scott@broomfieldfish.org

Yes

No

Maybe

More options

Invitation from [Google Calendar](#)

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to [Calendar settings](#), select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

--  
Respectfully, Dayna Scott (she/her)



Now is always a good time to help us eliminate hunger and homelessness! Consider making a [monetary donation](#) to FISH and supporting neighbors in need.

**Mandy Walke** <awalke@broomfield.org>  
To: Dayna Scott <dayna.scott@broomfieldfish.org>

Thu, Oct 24, 2024 at 12:07 PM

The Tier 3 form is closed now - Can you send me the Google Doc with the responses and I'll add it to FISH's application folder?

[Quoted text hidden]

--



**Mandy Walke**, Human Services Management Analyst, MSC  
Department of Human Services  
City and County of Broomfield  
100 Spader Way • Broomfield CO 80020  
O • 720-887-2279 C • 303-915-6188 F • 720-887-3125  
Pronouns: she, her, hers

Please check out the services available online via self-service, or over the phone. Visit [Broomfield.org/FindMyService](https://broomfield.org/FindMyService) to view ways to access all Broomfield City and County services.

*Please consider the environment before printing this email.*

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**Dayna Scott** <dayna.scott@broomfieldfish.org>  
To: Mandy Walke <awalke@broomfield.org>

Thu, Oct 24, 2024 at 12:16 PM

Sure can! Thank you--not sure what happened!

Explain the societal and economic impacts of this project. \* (500 character limit)

Food and housing are basic human needs and fundamental social determinants of health. There is abundant research linking hunger and homelessness to poor health outcomes and higher risk of chronic illness. Additionally, for children, food insecurity and housing instability can have lifelong, devastating impacts on development. Considering how many residents FISH serves, the societal and economic impacts of this project are huge. Preventing hunger and homelessness saves lives and money.

Select which strategic community priority(ies) this proposal addresses: (check all that apply) \*

- Case Management Agency and/or Intellectual/Development Disability Services
- Mental/Behavioral Health Services
- Family Resource Center and/or Basic Needs Services
- Housing

Those are the only ones I had... were there others? And did you get our strategic plan, anti-discrimination policy, and other uploads?

Appreciate your help!

[Quoted text hidden]

---

**Mandy Walke** <awalke@broomfield.org>

Thu, Oct 24, 2024 at 12:23 PM

To: Dayna Scott <dayna.scott@broomfieldfish.org>

Which priority did you choose (2nd question)? We have your strategic plan since the Tier 2 app went through but not the anti-discrimination and other uploads if you could send those. Thanks!

[Quoted text hidden]

---

**Dayna Scott** <dayna.scott@broomfieldfish.org>

Thu, Oct 24, 2024 at 12:33 PM

To: Mandy Walke <awalke@broomfield.org>

We chose the four bullets in the last email, but obviously Family Resource Center and Basic Needs is our #1.... I'll send attachments after my staff meeting :)

[Quoted text hidden]

---

**Dayna Scott** <dayna.scott@broomfieldfish.org>

Thu, Oct 24, 2024 at 1:53 PM

To: Mandy Walke <awalke@broomfield.org>

Here is our anti-discrimination policy, our annual report and a [LINK TO THE 2024 IMPACT VIDEO](#).

Thanks for your help, Mandy, and let me know if there's anything else you need.

Be well, Dayna

On Thu, Oct 24, 2024 at 12:07 PM Mandy Walke <awalke@broomfield.org> wrote:

[Quoted text hidden]

[Quoted text hidden]

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## 2 attachments



**FISH+Anti-Discrimination+Policy (1) (3).pdf**

51K



**FISH\_2023\_AnnualReport\_web-2.pdf**

4574K

EXHIBIT B  
INSURANCE REQUIREMENTS

# City and County of Broomfield Insurance Requirements

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

### General Requirements (Version dated December 2024)

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

## **Insurance Requirements**

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

### **Commercial General Liability**

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

Minimum limits:

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

### **Automobile Liability**

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

Minimum limits:

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

### **Workers' Compensation**

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

Employer's Liability with minimum limits:

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

## **Deviations**

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

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

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

| <b>PRODUCER</b><br>Conexus Insurance Partners<br>11080 Circle Point Road, Suite 100<br>Westminster CO 80020                     | <b>CONTACT</b><br>NAME: Lynn Griffin<br>PHONE (A/C, No, Ext): 303-429-3501<br>E-MAIL ADDRESS: lgriffin@conexusins.com<br>FAX (A/C, No): 303-429-3528  |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |
|---|---|-------------------------------|--------|---|-------|-------------------------------------|-------|---|-------|---|-------|------------|--|------------|--|
| <b>INSURED</b><br>Community Services Of Broomfield, Inc. DbA Fish, Inc. Of Broomfield<br>6 Garden Center<br>Broomfield CO 80020 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Specialty Insurance Company</td> <td>22608</td> </tr> <tr> <td>INSURER B: Nutmeg Insurance Company</td> <td>39608</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER D: Property and Casualty Ins Co of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: National Specialty Insurance Company | 22608 | INSURER B: Nutmeg Insurance Company | 39608 | INSURER C: Philadelphia Indemnity Insurance Company | 18058 | INSURER D: Property and Casualty Ins Co of Hartford | 34690 | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |
| INSURER A: National Specialty Insurance Company   | 22608   |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |
| INSURER B: Nutmeg Insurance Company   | 39608   |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |
| INSURER C: Philadelphia Indemnity Insurance Company   | 18058   |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |
| INSURER D: Property and Casualty Ins Co of Hartford   | 34690   |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |
| INSURER E:  |   |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |
| INSURER F:  |   |                               |        |   |       |                                     |       |   |       |   |       |            |  |            |  |

**COVERAGES****CERTIFICATE NUMBER: 228754509****REVISION NUMBER:**

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

| INSR LTR    | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                                  | POLICY EFF (MM/DD/YYYY)             | POLICY EXP (MM/DD/YYYY)             | LIMITS   |
|-------------|--|-----------|----------|--|-------------------------------------|-------------------------------------|--|
| C           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE<br/> <input checked="" type="checkbox"/> OCCUR<br/>           GEN'L AGGREGATE LIMIT APPLIES PER:<br/> <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br/>           OTHER:         </div> <div> <input type="checkbox"/> </div> </div> | Y         |          | PHPK2589619                                    | 10/1/2024                           | 10/1/2025                           | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B           | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO<br/> <input type="checkbox"/> OWNED AUTOS ONLY<br/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY           </div> <div> <input type="checkbox"/> SCHEDULED AUTOS<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY           </div> </div>                                    |           |          | 34UECAC9939                                    | 1/14/2024                           | 1/14/2025                           | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|             | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> <b>EXCESS LIAB</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OCCUR<br/> <input type="checkbox"/> CLAIMS-MADE<br/>           DED RETENTION \$         </div> <div> <input type="checkbox"/> </div> </div>  |           |          |  |                                     |                                     | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| D           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 34WECBK6HJD                                    | 10/1/2024                           | 10/1/2025                           | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| A<br>C<br>C | Cyber Liability<br>D&O Liability<br>Crime  |           |          | FLY-CB-SLBHVVGB2<br>PHSD1827180<br>PHSD1820217 | 10/1/2024<br>10/1/2024<br>10/1/2024 | 10/1/2025<br>10/1/2025<br>10/1/2025 | Aggregate Limit 2,000,000<br>Limit 1,000,000<br>Limit 1,000,000  |

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

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 are included as Additional Insured on Commercial General Liability when required by written contract with the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

City & County of Broomfield  
 One DesCombes Dr.  
 Broomfield CO 80020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| <b>Coverage Applicable</b>  | <b>Limit of Insurance</b> | <b>Page #</b> |
|---|---------------------------|---------------|
| Extended Property Damage  | Included                  | 2             |
| Limited Rental Lease Agreement Contractual Liability                          | \$50,000 limit            | 2             |
| Non-Owned Watercraft  | Less than 58 feet         | 2             |
| Damage to Property You Own, Rent, or Occupy                                   | \$30,000 limit            | 2             |
| Damage to Premises Rented to You  | \$1,000,000               | 3             |
| HIPAA   | Clarification             | 4             |
| Medical Payments  | \$20,000                  | 5             |
| Medical Payments – Extended Reporting Period                                  | 3 years                   | 5             |
| Athletic Activities   | Amended                   | 5             |
| Supplementary Payments – Bail Bonds   | \$5,000                   | 5             |
| Supplementary Payment – Loss of Earnings                                      | \$1,000 per day           | 5             |
| Employee Indemnification Defense Coverage                                     | \$25,000                  | 5             |
| Key and Lock Replacement – Janitorial Services Client Coverage                | \$10,000 limit            | 6             |
| Additional Insured – Newly Acquired Time Period                               | Amended                   | 6             |
| Additional Insured – Medical Directors and Administrators                     | Included                  | 7             |
| Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) | Included                  | 7             |
| Additional Insured – Broadened Named Insured                                  | Included                  | 7             |
| Additional Insured – Funding Source   | Included                  | 7             |
| Additional Insured – Home Care Providers                                      | Included                  | 7             |
| Additional Insured – Managers, Landlords, or Lessors of Premises              | Included                  | 7             |
| Additional Insured – Lessor of Leased Equipment                               | Included                  | 7             |
| Additional Insured – Grantor of Permits                                       | Included                  | 8             |
| Additional Insured – Vendor   | Included                  | 8             |
| Additional Insured – Franchisor   | Included                  | 9             |
| Additional Insured – When Required by Contract                                | Included                  | 9             |
| Additional Insured – Owners, Lessees, or Contractors                          | Included                  | 9             |
| Additional Insured – State or Political Subdivisions                          | Included                  | 10            |

|   |               |    |
|---|---------------|----|
| Duties in the Event of Occurrence, Claim or Suit                            | Included      | 10 |
| Unintentional Failure to Disclose Hazards                                   | Included      | 10 |
| Transfer of Rights of Recovery Against Others To Us                         | Clarification | 10 |
| Liberalization  | Included      | 11 |
| Bodily Injury – includes Mental Anguish                                     | Included      | 11 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included      | 11 |

#### A. Extended Property Damage

##### SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

##### SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

#### C. Non-Owned Watercraft

##### SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

##### SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

#### **E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage****SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds****SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

**a.** Coverage under this provision is afforded until the end of the policy period.

**2.** Each of the following is also an insured:

**a. Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

**b. Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

**c. Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d. Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

**f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or



organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

  - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

### Certificate Of Completion

|   |               |                            |
|---|---------------|----------------------------|
| Envelope Id: B35C24DD-27B3-4204-99D9-982C97A73B82                 |               | Status: Completed          |
| Subject: Complete with Docusign: FISH Agreement 2025 (NP) (1).pdf |               |                            |
| Source Envelope:  |               |                            |
| Document Pages: 39  | Signatures: 1 | Envelope Originator:       |
| Certificate Pages: 4  | Initials: 0   | Mandy Walke                |
| AutoNav: Enabled  |               | 1 DesCombes Dr             |
| Envelopeld Stamping: Enabled                                      |               | Broomfield, CO 80020       |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada)                |               | awalke@broomfield.org      |
|   |               | IP Address: 76.154.196.178 |

### Record Tracking

|                       |                       |                    |
|-----------------------|-----------------------|--------------------|
| Status: Original      | Holder: Mandy Walke   | Location: DocuSign |
| 12/26/2024 8:00:56 PM | awalke@broomfield.org |                    |

### Signer Events

| Signature   | Timestamp   |
|---|---|
| Dayna Scott<br>dayna.scott@broomfieldfish.org<br>Executive Director<br>Community Services of Broomfield<br>Security Level: Email, Account Authentication (None) | Sent: 12/26/2024 8:01:31 PM<br>Viewed: 12/27/2024 6:21:49 AM<br>Signed: 12/27/2024 6:40:41 AM |
| Signature Adoption: Pre-selected Style<br>Using IP Address: 73.14.239.175   |   |

Electronic Record and Signature Disclosure:  
Accepted: 12/27/2024 6:21:49 AM  
ID: 8e82ee0f-bc3d-4d89-b2d0-5548f5056f28

### In Person Signer Events

| Signature | Timestamp |
|-----------|-----------|
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### Editor Delivery Events

| Status | Timestamp |
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### Agent Delivery Events

| Status | Timestamp |
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### Intermediary Delivery Events

| Status | Timestamp |
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### Certified Delivery Events

| Status | Timestamp |
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### Carbon Copy Events

| Status | Timestamp |
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### Witness Events

| Signature | Timestamp |
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### Notary Events

| Signature | Timestamps |
|-----------|------------|
|-----------|------------|

### Envelope Summary Events

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 12/26/2024 8:01:31 PM |
| Certified Delivered | Security Checked | 12/27/2024 6:21:49 AM |
| Signing Complete    | Security Checked | 12/27/2024 6:40:41 AM |
| Completed           | Security Checked | 12/27/2024 6:40:41 AM |

### Payment Events

| Status | Timestamps |
|--------|------------|
|--------|------------|

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### **Required hardware and software**

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

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

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

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

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

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

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

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

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

2.2. The Parties to this Fourth Amendment desire to distribute Tier 1 and 2 grant funding to eligible nonprofits for 2025 and extend the Agreement for grant administration services for calendar year 2026.

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

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

3.2. Price and Payment.

3.2.1 *Grant Funding for 2025*. The total Contract Price for the 2025 funding year for the Contractor is Three Hundred Sixty-One Thousand Thirty-Four dollars (\$361,034.00) for Tier 1 Funding and Five Hundred Nineteen Thousand Three Hundred Thirty-One dollars (\$519,331.00) for Tier 2 Funding for a total of Eight Hundred and Eighty Thousand Three Hundred and Sixty-Five dollars (\$880,365.00).

3.2.2 *Grant Administration Fee for 2026*. The City has agreed to pay the Contractor a Grant Administration Fee for services. Per the August 2024 approved City Council policy, this fee is paid in the year the services are incurred. As such, the City shall pay in 2025, the Grant Administration Fee for the grant funding which will occur in 2026, as the services for all of that work will be completed in 2025. The total Grant Administration Fee for services provided in calendar year 2025 for the 2026 grant funding program shall not exceed Twenty-Five Thousand dollars (\$25,000.00).

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

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

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

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

This Fourth Amendment is executed by the Parties hereto in their respective names as of January 14, 2025.

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

---

Mayor

APPROVED AS TO FORM:

---

City and County Attorney's Office

CONTRACTOR:

Broomfield Community Foundation

By: Dion West

Name: Dion West, Executive Director

Address: 42 Garden Center, Broomfield, CO 80020

**Exhibit A**

**CERTIFICATE OF INSURANCE**



BROOCOM-09

RMURRAY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2024

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

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

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b> License # 0757776<br><b>HUB International Insurance Services (COL)</b><br>2000 S. Colorado Blvd<br>Tower 2, Suite 150<br>Denver, CO 80222 |  | <b>CONTACT NAME:</b><br><b>PHONE</b> (A/C, No, Ext): (303) 893-0300<br><b>FAX</b> (A/C, No): (866) 243-0727<br><b>E-MAIL ADDRESS:</b> |  |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
|   |  | <b>INSURER A:</b> Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)  |  |
|   |  | <b>INSURER B:</b> Pinnacol Assurance Company  |  |
|   |  | <b>INSURER C:</b> QBE Insurance Corporation   |  |
|   |  | <b>INSURER D:</b> Lloyd's Syndicate 3623  |  |
|   |  | <b>INSURER E:</b>   |  |
|   |  | <b>INSURER F:</b>   |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X         |          | 2024-10783     | 10/1/2024               | 10/1/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>LIQUOR LIAB. \$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   | X         |          | 2024-10783     | 10/1/2024               | 10/1/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N / A    | 4009289        | 10/1/2024               | 10/1/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |
| C        | Volunteer Accident   |           |          | 2023-10783-ACC | 10/1/2024               | 10/1/2025               | Limit: 1,000,000   |
| D        | Cyber/Privacy/Networ   |           |          | W36841240101   | 1/12/2024               | 10/1/2024               | Aggregate 2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City and County of Broomfield is included additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| City and County of Broomfield<br>1 DesCombes Drive<br>Broomfield, CO 80020 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

### Certificate Of Completion

Envelope Id: 89D2B0EB-F87D-4DF1-A426-F716337A6CD8

Status: Completed

Subject: Complete with Docusign: BCF Amendment 4 (2026 Grant Admin Fee\_2025 Tier 1 and 2 Funding) 2025-2...

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Mandy Walke

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Broomfield, CO 80020

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

awalke@broomfield.org

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### Signature

### Timestamp

Dion West

dion@broomfieldfoundation.org

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(None)



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Signed: 12/19/2024 2:54:08 PM

Signature Adoption: Pre-selected Style

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### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

12/19/2024 2:52:34 PM

Certified Delivered

Security Checked

12/19/2024 2:53:53 PM

Signing Complete

Security Checked

12/19/2024 2:54:08 PM

Completed

Security Checked

12/19/2024 2:54:08 PM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

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

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

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

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



# City and County of Broomfield

## City Council Regular Meeting

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### H. Ordinance to amend the effective date for Ranked Choice Voting (RCV) - First Reading

| Meeting                            | Agenda Group           |
|------------------------------------|------------------------|
| Tuesday, January 14, 2025, 6:00 PM | Action Items Item: 7H. |
| Presented By                       |                        |
| Crystal Clemens, City Clerk        |                        |
| Community Goals                    |                        |

## Overview

[View Correspondence](#)

[View Presentation](#)

The Colorado Secretary of State was required to establish rules for auditing ranked voting elections by January 1, 2025 but Senate Bill 24-210 extended the Secretary of State's deadline to establish rules for auditing ranked voting elections to January 1, 2026. Staff recommends Council, through Ordinance No. 2254, amend the effective date for the implementation of ranked voting elections for council and mayoral elections until the Secretary of State's Office has established audit rules beginning with the November 2, 2027 municipal election.

### **Attachments**

[Ordinance No. 2254 Amending the Effective Date of Ranked Choice Voting version for First Reading.pdf](#)

[Memo Ranked Choice Voting.\(RCV\).pdf](#)

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

## ORDINANCE NO. 2254

An ordinance amending the effective date for ranked choice voting for city council and mayoral elections

### Recitals.

Whereas, at the November 2, 2021 election, Broomfield electors approved Ballot Question 2A amending the Broomfield Municipal Code to require elections for city councilmembers and the mayor be conducted using a ranked voting method beginning at the November 7, 2023 election; and

Whereas, Broomfield Home Rule Charter Section 7.4 permits modification of ordinances adopted by the electorate beginning six months after the election; and

Whereas, the November 7, 2023 election did not require a ranked voting method as no position had more than two candidates; and

Whereas, Colorado law requires all ranked voting elections be audited; and

Whereas, the Colorado Secretary of State was required to establish rules for auditing ranked voting elections by January 1, 2025; and

Whereas, the next elections for city councilmembers and mayor are scheduled for November 4, 2025; and

Whereas, Senate Bill 24-210 extended the Secretary of State's deadline to establish rules for auditing ranked voting elections to January 1, 2026; and

Whereas, at the November 5, 2024 election, Broomfield electors approved Ballot Question 2A amending the Broomfield Home Rule Charter to state that all elections shall be governed by Title 1, the Uniform Election Code, and not Title 31, the Colorado Municipal Election Code, of the Colorado Revised Statutes; and

Whereas, City Council desires to uphold the will of the electors by holding ranked voting elections as soon as audit rules are established.

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

## Section 1.

Section 4-06-020 - Voting Method, of the Broomfield Municipal Code is hereby amended as follows:

4-06-020 - Voting method.

The mayor and all councilmembers will be elected using a ranked voting method, as defined in ~~Title 31~~ Title 1 of the C.R.S., beginning with the ~~November 7, 2023~~ November 2, 2027 municipal election and for all elections moving forward.

## Section 2.

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

Introduced and approved after first reading on January 14, 2025, and ordered published in full.

Introduced a second time and approved on February 11, 2025, and ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney

## Summary

[View Correspondence](#)

[View Presentation](#)

At the November 2, 2021 election, Broomfield electors approved Ballot Question 2A amending the Broomfield Municipal Code to require elections for city councilmembers and the mayor to be conducted using a ranked voting method beginning at the November 7, 2023 election. The November 7, 2023 election did not require a ranked voting method as no position had more than two candidates.

The Colorado Secretary of State was required to establish rules for auditing ranked voting elections by January 1, 2025. However, Senate Bill 24-210 extended the Secretary of State's deadline to establish rules for auditing ranked voting elections to January 1, 2026.

The Colorado Secretary of State Election Rules establish measures to ensure election compliance. A [risk-limiting audit](#) is a post-election audit that gives a statistical level of confidence that the outcome of an election is correct. While the rules define the Risk Limiting Audit process for plurality voting, they do not define the process for ranked voting. The delay of the deadline to establish rules for auditing ranked voting elections places the responsibility of developing the risk-limiting audit as required of all Counties on Broomfield for ranked voting races. Proceeding with ranked voting implementation before the Colorado Secretary of State establishes formal rules could lead to a situation where Broomfield invests time and resources into developing processes that may ultimately need to be adjusted or even discarded once the official State rules are in place. This could create inefficiencies and unnecessary costs, especially if the consultant's recommendations are based on interim practices that do not align with the final state rules.

Staff recommends Council to amend the effective date for the implementation of ranked voting elections for city council and mayoral elections until the Secretary of State's Office has established audit rules beginning with the November 2, 2027 municipal election.

## Background

[HB21-1071](#) "Ranked Choice Voting in Nonpartisan Elections". This bill required the Colorado Department of State to:

- Develop tabulation system standards and certify a tabulation system for instant runoff voting in Colorado by 2023. The Dominion Voting System was updated in 2023 allowing for the tabulation of instant runoff voting also known as ranked voting.
- Develop a risk-limiting audit system for instant runoff voting by 2025. Senate Bill 24-210 extended the Secretary of State's deadline to establish rules for auditing ranked voting elections to January 1, 2026.

## Financial Considerations

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

| Sources and Uses of Funds                          | Amount    |
|--|-----------|
| 2025 Budget Request for Ranked Choice Voting Costs | \$170,000 |
|  |           |
| Consultant for Implementation and Audit            | -\$75,000 |
| Voter Education                                    | -\$60,000 |
| Additional Staffing                                | -\$20,000 |
| Misc. expenses (printing and education)            | -\$15,000 |
| Projected Balance                                  | \$0       |

## Prior Council or Other Entity Actions

[Ordinance No. 2155](#) - Approving the Submission of a Ballot Question to the Registered Electors at the November 2, 2021 Coordinated Election Concerning the Use of a Ranked Voting Method/Instant Runoff Voting

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to postpone the implementation of ranked voting, the appropriate motion is...

That Ordinance No. 2254 be approved on first reading and ordinance published in full, and that a public hearing and second reading be held on February 11, 2025.

## Alternatives

Do not approve Ordinance No. 2254 and implement ranked voting in the 2025 municipal election.