

**** Revised ****

1: Meeting Commencement

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

2: Petitions and Communications

3: Councilmember Reports

4: Public Comment

5: Reports

- 5A. Standing Legislative Update

6: Consent Items

- 6A. Minutes for Approval
Approval of minutes of the February 27, 2024 Regular Council Meeting
- 6B. Authorizing the Cancellation of Uncollectable Debts
 - Resolution No. 2024-36 Authorizing the Cancellation of Uncollectible Property Debts
- 6C. Second Amendment to Consulting Agreement with Stanley Consultants for Industrial Lane Phase 2
 - Resolution No. 2024-29 Approving a Second Amendment with Stanley Consultants, Inc. for the Industrial Lane Bikeway Phase 2 Project
- 6D. Request for Executive Session Re: City Contracted Waste Services/Universal Collection
- 6E. Consulting Agreement with Benesch for the Airport Creek Trail Underpass at BNSF
 - Resolution 2024-31 Approving an Agreement with Alfred Benesh for the Airport Creek Trail Underpass at BNSF
- 6F. Proposed Resolution No. 2024-30 Appointing and Reappointing Associate Municipal Court Judges

7: Action Items

- 7A. Public Hearing - Vista Highlands West Residential SDP and FP
 - Resolution 2024-06 Vista Highlands West Residential FP and SDP
- 7B. BURA Public Hearing - Vista Highlands West Residential
(*Broomfield Urban Renewal Authority - BURA*)
 - Resolution 2024-40-UR Approving the Highlands Filing No.1 Replat G (Vista Highlands West Residential) Urban Renewal Site Plan
- 7C. First Amendment to the 2024 Budget
 - Resolution No. 2024-08 CCOB Budget-First Amendment
- 7D. BURA - First Amendment to the 2024 Budget
(*Broomfield Urban Renewal Authority - BURA*)
 - Resolution No. 2024-28-UR Broomfield Urban Renewal Authority Budget-First Amendment

8: Mayor and Councilmember Requests for Future Action

9: Adjournment

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

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

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



Date Posted: March 12, 2024



City of Broomfield

City Council Regular Meeting Memorandum

Minutes for Approval

Approval of minutes of the February 27, 2024 Regular Council Meeting

Meeting	Agenda Group
Tuesday, March 12, 2024, 6:00 PM	Consent Items Item: 6A
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Summary

Approval of Minutes for Regular Council Meeting of February 27, 2024.

Attachments

Minutes of February 27, 2024 Regular Council Meeting.pdf

Minutes for the City Council Regular Meeting

One Descombes Dr, Broomfield, CO 80020

February 27, 2024, 6:00 PM - February 27, 2024, 10:45 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
- **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

Not Present:

- **Bruce Leslie**, Ward 4 - absent and excused

Also Present:

- Jennifer Hoffman, City and County Manager
- Abby Yellman, Deputy City and County Manager
- Don Davis, Deputy City and County Manager
- Nancy Rodgers, City and County Attorney
- Michelle Parker, Deputy City and County Clerk
- And various staff members

The Mayor Pro Tem called a recess at 8:24 p.m. The meeting reconvened at 8:34 p.m.

1. Meeting Commencement

1A. Pledge of Allegiance- 6:01 PM

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

2. Petitions and Communications

3. Councilmember Reports

4. Public Comment

5. Reports

5A. Event Center: Demolition Timeline Update- 6:57 PM

5B. Standing Legislative Update- 7:01 PM

Councilmember Henkel Moved to take a Support position on HB24-1174, Seconded by Councilmember Cohen, passing 8-1. Opposed by Councilmember Anderson.

Councilmember Ward moved to take an Amend position on HB24-1313, Seconded by Councilmember Delgadillo.

- Councilmember Lim proposed a substitute motion to take an Oppose Unless Amended position on HB24-1313. Seconded by Councilmember Henkel, the motion failed to pass by a vote of 6-3, as it did not meet the 2/3 requirement. Opposed by Councilmembers Ward, Delgadillo, and Nguyen.
- Councilmember Marsh-Holschen moved to Call the Question, Seconded by Councilmember Ward, passing 9-0.

The original motion by Ward, Delgadillo to take an Amend position on HB24-1313 passed 7- 2. Opposed by Councilmember Cohen and Mayor Pro Tem Shaff.

Councilmember Lim moved to take a Support position on SB24-165, SB24-166, and HB24-1330, Seconded by Councilmember Marsh-Holschen, passing 9-0.

Councilmember Nguyen moved to take a Support position on HB24-1308, Seconded by Councilmember Ward, passing 9-0.

Councilmember Marsh-Holschen moved to take a Support with Amendments position on SB24-106, Seconded by Councilmember Nguyen, passing 9-0.

5C. Semi-Annual Performance and Internal Audit Update- 9:23 PM

6. Consent Items

Councilmember Marsh-Holschen moved to Approve the Consent Items 6A - 6B, Seconded by Councilmember Nguyen, passing 9-0.

6A. Approval of Minutes- 9:32 PM

6B. Request for Executive Sessions Re: Presiding Judge's Annual Performance Review- 9:32 PM

7. Action Items

7A. Adoption of the Open Space, Parks, Recreation and Trails Plan - 9:34 PM

Councilmember Delgadillo moved to Approve Resolution No. 2024-11, Seconded by Councilmember Nguyen, passing 9-0.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment



City of Broomfield

City Council Regular Meeting Memorandum

Authorizing the Cancellation of Uncollectable Debts

Meeting	Agenda Group
Tuesday, March 12, 2024, 6:00 PM	Consent Items Item: 6B
Presented By	
Waishing Chiem, Sales Tax Administrator	
Community Goals	

Overview

[View Correspondence](#)

In compliance with the Colorado Revised Statutes (C.R.S) Title 39, the City of Broomfield, acting as a taxing entity through its Finance department, is responsible for property tax collections. C.R.S 39-10-114(2)(a) outlines the process of abatement or tax cancellation for personal property, including mobile homes, deemed uncollectible after one year of delinquency.

Attachments

Memo for Authorization for Cancellation of Uncollectible Debt.pdf

Resolution 2024-36 Debt Cancellation.pdf

Exhibit A.pdf

Summary

[View Correspondence](#)

In compliance with the Colorado Revised Statutes (C.R.S) Title 39, the City of Broomfield, acting as a taxing entity through its Finance department, is responsible for property tax collections. C.R.S 39-10-114(2)(a) outlines the process of abatement or tax cancellation for personal property, including mobile homes, deemed uncollectible. The City and County of Broomfield attempts to collect debts for three years prior to canceling debts.

Financial Considerations

Property taxes are booked into Broomfield's accounts when received. Therefore, writing off the debts in Exhibit A will not have an impact on Broomfield's balance sheet or income statement as they would have already been identified as uncollectible in the year due. Taxes that are not collected by December 31 of the prior fiscal year are viewed as uncollectible at the close of each year. While taxes from prior years, which may be subsequently collected, are recognized as revenue in the year collected. A notice reflecting the amounts canceled will be sent to the other taxing authorities.

Prior Council or Other Entity Actions

Cancellation of uncollectible debts for each of the prior seventeen (17) years has been approved by the Council through resolution.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council wishes to authorize the cancellation of the bad personal property debts, it is recommended That Resolution No. 2024-36 be adopted.

That Resolution 2024-36 be adopted.

Alternatives

City Council could request that Broomfield retain the uncollectible accounts on its books.

Additional Key Details if Applicable

Broomfield staff initiates recovery efforts, which includes personal contact, filing liens against the property, and investigations using online tools such as LexisNexus, Pacer, and Accurant. The associated collection efforts have been conducted in accordance with the law for each property. The purpose of canceling these taxes is to clarify for all entities, the portion of taxes that are deemed uncollectable. This allows those entities the opportunity to backfill their mill levy the following year to potentially recover the loss of revenue. The C.R.S. provides this avenue to tax entities to recover what is considered bad debt, by using the temporary abatement levy in the succeeding year.

At this time, the items listed in Exhibit A, have been determined as uncollectible and should be canceled to reflect either the account no longer being in business, a filed bankruptcy, and/or cannot be reached. The

total amount recommended to be canceled is \$133,125.72 or 0.0646% of the 2020 Tax Roll of \$206,030,357. The amounts recommended for cancellation by the taxing authority are as follows:

City and County of Broomfield	\$42,129.37
School Districts	\$67,362.25
Flood Districts	\$946.82
Fire District	\$21,417.02
Water Districts	\$123.06
Metro Districts	\$1,147.20
Total	\$133,125.72

RESOLUTION NO. 2024-36

A Resolution approving the cancellation of the bad debts submitted
by the Finance Department as uncollectible

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

Section 1. Recitals. (Optional)

1.1 Pursuant to section 39-10-114 (2)(a) of the Colorado Revised Statutes, personal property totaling \$133,125.72. which represents 0.0646% of the 2020 Tax Roll as set forth in the attached Exhibit A, are hereby canceled as uncollectible.

Section 2.

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

Approved on March 12, 2024.

The City And County Of Broomfield,
Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

City and County Attorney

Exhibit A
PROPOSED PERSONAL PROPERTY, REAL & STATE ASSESSED TAX WRITE-OFFS
FOR TAX YEARS PRIOR TO 2021
12/31/2023

Account Name	Year of Tax Assessment	Total Amount For Write Off	Reason For Write Off	Broomfield	School District	Flood District	Fire District	Water District	Metro Districts
Urban Settlement Services	2017, 2018	\$105,438.60	Business closed / Equipment gone	\$33,893.72	\$53,618.76	\$704.27	\$17,221.85	0	0
Absolute Beauty	2018, 2019	\$4,625.16	Business closed / Equipment gone	\$1,422.91	\$2,391.20	\$39.69	\$722.24	\$49.12	
New York & Company	2020	\$1,117.60	Business closed / Equipment gone	\$344.15	\$574.91	\$10.69	\$175.97	\$11.88	0
Wild Roots Salon	2020	\$1,959.40	Business closed / Equipment gone	\$393.97	\$658.15	\$12.24	\$201.44	\$13.60	\$680.00
Neuvector Corp.	2020	\$6,955.36	Business closed / Equipment gone	\$2,164.79	\$3,616.41	\$67.26	\$1,106.90	0	0
UCXtra Umbrella Colorado LLC	2018, 2019, 2020	\$8,000.80	Business closed / Equipment gone	\$2,506.02	\$4,147.96	\$72.18	\$1,274.64	0	0
Samuels Jewelers Inc.	2018, 2019	\$3,285.96	Business closed / Equipment gone	\$1,010.99	\$1,698.65	\$28.29	\$513.13	\$34.90	0
Aqua Spas	2020	\$226.72	Business closed / Equipment gone	\$69.81	\$116.63	\$2.17	\$35.70	\$2.41	0
Stilleto Barre	2020	\$1,206.08	Business closed / Equipment gone	\$256.95	\$429.24	\$7.98	\$131.38	\$8.87	\$371.66
T-Kick Martial Arts Academy	2020	\$310.04	Business closed / Equipment gone	\$66.06	\$110.34	\$2.05	\$33.77	\$2.28	\$95.54
TOTAL FOR PROPOSED WRITE OFF		\$133,125.72		\$42,129.37	\$67,362.25	\$946.82	\$21,417.02	123.06	1147.2
2020 Tax assessed		\$206,060,357							
Percent of Write off of Tax Roll		0.0646%							



City of Broomfield

City Council Regular Meeting Memorandum

Second Amendment to Consulting Agreement with Stanley Consultants for Industrial Lane Phase 2

Meeting	Agenda Group	
Tuesday, March 12, 2024, 6:00 PM	Consent Items	Item: 6C
Presented By		
Katie Allen		
Community Goals		

Overview

[View Correspondence](#)

The Industrial Lane Phase 2 project, extending the multi-use trail from Commerce Street to the US 36 RTD parking lot at Midway Boulevard, follows the recently completed Phase 1. This phase is federally funded. Staff is proposing an amendment to the consulting agreement with Stanley Consultants to add scope to reduce project risks and meet federal requirements for right-of-way acquisition.

Attachments

FINAL Item 6C. Council Memo Industrail Lane Phase 2 Bikeway - Second Amendment to Consulting Agreement.pdf

Resolution 2024-29 (1).pdf

Stanley Consulting Amendment Indy Ln Amendment 2 REV (2) Council.pdf

Summary

[View Correspondence](#)

The Industrial Lane Bikeway Phase 2 is a key component of the 2023 Capital Improvement Program (CIP) budget, designed to enhance Broomfield's active transportation infrastructure. This phase involves the development of a 12-foot multi-use trail along Industrial Lane, identified as a pivotal corridor in the 2019 Pedestrian and Bicycle Assessment. Emphasizing community input, particularly from the Walk Bike Broomfield event on August 15, 2018, the project has been tailored to favor a multi-use trail over segregated bike lanes. This initiative is poised to bolster Broomfield's low-stress network, facilitating improved access to the US 36 Bus Rapid Transit stations and the US 36 Bikeway.

Due to budgetary limitations, the project was split into two phases. Phase 1, running from Commerce Street to Shep's Crossing pedestrian bridge, is now complete and operational. Phase 2, which extends from Shep's Crossing to the US 36 Flatiron Station RTD Park N Ride at Midway Blvd., is in the design stage. It is a federally funded, CDOT local agency project, currently in the right-of-way acquisition phase. Construction is scheduled to begin in the summer of 2024, barring unforeseen delays.

The project secured Transportation Improvement Program (TIP) funding approval from the Denver Regional Council of Governments (DRCOG) Board on August 21, 2019. This included an allocation of \$614,000 in Transportation Improvement Program (TIP) funding, supplemented by a \$153,500 contribution from Broomfield, totaling a design budget of \$767,500. Following this, [Council Resolution 2021-36](#) was passed on August 24, 2021, endorsing an agreement with Stanley Consultants for the design work. A subsequent change order, amounting to \$47,958, was authorized by the City Manager on December 1, 2023. Scope was added for environmental work required for adding a Contractor staging area for construction, doing a study of the existing HAWK signal usage, adding design scope for landscaping and irrigation work near the Regional Transportation District (RTD) parking lot, and project management.

Initially waitlisted for construction funding, the project received a green light for \$2,186,000 in construction funding from the DRCOG Board of Directors on March 16, 2022. This funding necessitated a local match of \$546,500, setting the construction budget at \$2,732,500 and the overall project budget at \$3,500,000.

Broomfield staff is requesting additional subsurface utility investigations to limit the risks associated with utility strikes or conflicts, additional property appraisals that are required by the federal grant for necessary property/easement acquisitions that were unanticipated until the design had progressed, and a budget for Stanley to address Contractor Requests for Information during construction. The additional scope of services would add \$116,758 to the contract, bringing the total design cost to \$644,296. The project remains below the grant-approved budget.

Construction is anticipated to start in the early summer 2024, assuming the right-of-way acquisition process does not encounter any significant delays.



Map of Industrial Lane Phase 2 Bikeway Project

Financial Considerations

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

Sources of Funds	Amount
CIP Fund - 2023 Transportation Project (21P0037) 20-70070-55200	\$3,500,000
80% Share: Industrial Lane Bikeway Phase 2 Project Design- TIP Funded Grant	\$614,000
20% Share: City and County of Broomfield CIP Funds	\$153,500
80% Share: Industrial Lane Bikeway Phase 2 Project Construction - TIP Funded Grant	\$2,186,000
20% Share: City and County of Broomfield CIP Funds	\$546,500
Total Funds Available	\$3,500,000
Use of Funds	
Design Services - Stanley Consultants, Inc.	-\$479,580
Change Order One with Stanley Consultants, Inc.	-\$47,958
Change Order Two with Stanley Consultants, Inc.	-\$116,758
Right of Way Acquisition	-\$40,000
Estimated Construction Costs	-2,732,500
Total Use of Funds	-\$3,416,769
Projected Balance	\$82,231

Prior Council or Other Entity Actions

Council approved Resolution No [2022-100](#) authorizing the First Amendment of the Intergovernmental Agreement (IGA) between the City and County of Broomfield and the Colorado Department of Transportation adding construction funding to the grant.

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

Council approved Resolution No [2021-36](#) authorizing an Intergovernmental Agreement (IGA) between the City and County of Broomfield and the Colorado Department of Transportation for a grant for the design of Industrial Lane Phase 2.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project, the appropriate motion is...
That Resolution 2024-29 be adopted.

Alternatives

The additional subsurface investigations could be removed from the amendment reducing the design costs, however, this would increase the risks of utility conflicts during construction, which may increase the construction costs and schedule. The additional property appraisals are required in accordance with the federal rules for the grant.

RESOLUTION NO. 2024-29

A Resolution Approving a Second Amendment to Consulting Agreement for the Industrial Lane Bikeway Phase 2 Project

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

Section 1.

The Second Amendment to Consulting Agreement by and between the City and County of Broomfield and Stanley Consultants, Inc. in the amount of \$116,758, for a new total not to exceed price of \$644,296, for the Industrial Lane Bikeway Phase 2 Project is approved.

Section 2.

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

Section 3.

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

Section 4.

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

Approved on March 12, 2024

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 CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND STANLEY CONSULTANTS, INC.
FOR THE INDUSTRIAL LANE PHASE 2 PROJECT

1. PARTIES. The parties to this First Amendment are The City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Stanley Consultants, a Iowa Corporation (the "Consultant"), collectively, the "Parties", individually, the "Party".
2. RECITALS. The recitals to this First Amendment are incorporated herein by this reference as though fully set forth in the body of this First Amendment.
 - 2.1. The Parties entered into a Consulting Agreement dated August 24, 2021 (Agreement), in which the Consultant agreed to provide consulting services for the Industrial Lane Phase 2 Project.
 - 2.2. The parties entered into a First Amendment dated December 1, 2023, in which the Consultant agreed to provide additional consulting services for the Industrial Lane Phase 2 Project.
 - 2.3. The parties to this Second Amendment desire to amend paragraph 3.1(b) Basic Services, and paragraph 3.4(a) Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit A-1 is the increase in the scope of services with a not-to-exceed fee and scope of 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(b), Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform the additional duties and responsibilities as described in Exhibit A-1 (attached hereto and made part hereof).
 - 3.2. Paragraph 3.4(b), Billing, of the Agreement is hereby amended to read as follows: Consultant shall bill the City monthly for the work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City. The total amount shall not exceed **\$644,296** including reimbursables.
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.]

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

APPROVED AS TO FORM:

City and County Attorney

Stanley Consultants, Inc,
an Iowa corporation

 Digitally signed by Sarah Zarzecki
DN: cn=Sarah Zarzecki, o=Stanley Consultants,
Inc., ou,
email=zarzeckisarah@stanleygroup.com, c=US
Date: 2024.01.31 15:26:16 -07'00'

By: Sarah Zarzecki

Title: Denver Transportation
Department Manager

Exhibit A-1

See attached Scope of Services - Change Order dated January 2, 2024.

Original Contract: \$479,580
Amendment #1: \$47,958
Amendment #2: \$116,758
Total: \$644,296

The Contract term is being extended to May 31st, 2024 for all services except Task 8 - Services during construction which will follow the schedule of the future construction project.

PROPOSED SCOPE OF WORK – CHANGE ORDER

The following is our understanding of the project scope of services to work with the City and County of Broomfield (Broomfield) to *supplement the initial contract executed August 24, 2021* to prepare design and construction documents for the multi-use trail design of Industrial Lane Bike Lane and Sidewalk - Phase 2 project. *[Explanatory text is included in italics.]*

The following is the detailed scope of services for the change order:

Task 1 – Project Coordination

1.1 Project Management / Coordination

Project Administration: *This task entails the effort required to set up, administer, coordinate and generally manage the overall project. Efforts include project set up, internal staff communications, quality control, coordination and meetings with the City and County of Broomfield Project Management Team, subconsultant contracting and management, invoicing and project close out. This task was increased due to the lengthening of the project schedule, need for additional subconsultant management, and project coordination efforts.*

Field Meeting: Stanley Consultants will attend *two additional field meetings* at the project site to review project elements that may have considerations for Clearance for Advertisement.

Task 2 – Data Collection & Investigation

2.1 Surveys and Mapping

Survey services required for this project will be performed by Daley Land Surveying, Inc. Daley will provide project control and design survey mapping. *The project topography will be supplemented to capture revised site conditions in the area of the Broomfield Lift Station.*

2.2 Subsurface Utility Engineering

Utility Mapping Services, Inc. (UMS) will perform subsurface utility engineering (SUE) Quality Level (QL) A test hole services in accordance with Senate Bill 18-167 and ASCE standards to designate and depict existing infrastructure. UMS will provide ongoing interpretive support to assist design engineers and utility coordinators with subsequent findings and ensure submitted data is properly understood and utilized.

The initial contract included 10 test holes. *This Change Order requests 13 additional test holes to confirm additional conflicts identified through the final design process. A maximum of 23 Quality Level A test holes will be investigated.*

2.3 Traffic Data Collection

Ridgeview Data Collection will collect twenty-four hour counts with video to review pedestrian, bicycle, and vehicle compliance with the existing HAWK signal at Shep's crossing.

Task 3 – Environmental Clearance

Not included in this change order request

Task 4 – Design and Construction Documents

Not included in this change order request

Task 5 – Land Acquisition Services

Western States Land Services will provide Right-of-Way /Real Estate Acquisition and Appraisal Services for this project. *Stanley Consultants had originally intended to staff this task internally; however, our internal resource is no longer employed with our Stanley, so we'll need to use the professional services of Western States. The items below are from Western States proposed scope of services, we'd like to revise the language to more accurately reflect their workflow.* In regard to the statutory and federally funded process, Western States will perform the following services:

5.1 Meetings and general coordination / research

Western States will meet with the appropriate Stanley/City of Broomfield representatives and co-consultants regarding title and survey services as necessary in order to assemble the basic building blocks of the right of way acquisition program. We have obtained a quote from a qualified appraiser and that is included in the cost estimate below. We will work with the assembled information relating to the affected parcels and will track the real property acquisitions throughout our services. As necessary, during the prosecution of our work, we will meet with the City and project representatives to properly coordinate the right of way acquisitions effort.

5.2 Preparation of documentation

Upon Notice to Proceed provided by Stanley/City and receipt of the approved right of way plan/legal descriptions, Western States will prepare a Notice of Interest Letter to the property owner pursuant to the Colorado Statutory process using a standard acquisition format. We will then schedule an on-site meeting with the property owners/representatives to discuss the project. Once the valuation of the new right of way and any ancillary damages has been completed and approved by the City, we will prepare written Offers and present same to the property owners. Prior to presentation of the Notice of Interest and Offer letters, we will review with the City the format to receive approval of same. We anticipate direct communication with the City Attorney's office to assist with and approve the format to these documents. At the time the Notice and Offer are presented to the property owners, we will discuss with the City whether or not to include a copy of the City's approved valuation.

5.3 Negotiations

Once the Notice and Offers have been issued, Western States will attempt to meet with the property owners/representatives in an effort to establish "Good Faith" negotiations and resolve the acquisition by voluntary settlements. At least thirty days should be allowed to provide reasonable opportunity for the property owners to consider and negotiate the City's offers. At the conclusion of the initial negotiation period, in the event a voluntary settlement has not been reached WSLS will communicate with the City to determine if any further action is necessary. During the negotiation process, we will concentrate on determining any issues that the property owners may raise regarding the acquisition and attempt to resolve same with the assistance of your office. When appropriate we can request that the property owners consider an interim Possession Agreement that will provide the City the rights to occupy the area necessary for the Project construction while the negotiations continue.

5.4 Closing

Upon obtaining an executed contract from the property owners, the documentation will be forwarded to the City for final review, approval and then forwarded to the title company for closing for fee purchases. For permanent and temporary easements only WSLS will provide Closing Statements and Receipts upon delivering the payment to the owner.

5.5 Condemnation

In the event the negotiations process discussed above does not result in a final voluntary settlement of the acquisition or a Possession Agreement, then this proposal will be amended.

Services provided by the City and County of Broomfield

It is understood that Broomfield will provide the following services:

- Engineering and design information, including necessary construction plans.
- Survey and legal description including individual descriptions and exhibits.
- Field staking as necessary of the area to be acquired for review with the property owner / representative.
- Legal Assistance and advice relating to legal matters that may be raised during the negotiations, including contracts, contractual terms and the like.
- Title Commitments

The above scope and associated fee is through voluntary acquisitions, including Possession Agreements or reaching impasse in negotiations only. In the event an impasse in negotiations is reached with any owner and Broomfield decides to proceed with statutory negotiations a supplemental proposal will be provided to cover those services. In addition, if negotiations are prolonged due to unforeseen difficulties or additional requests by the City, then the costs associated with those additional efforts may require an amendment to this Cost Proposal.

5.6 ROW Plan Revision

ROW plans, exhibits, and legal descriptions require revision to the property at 4101 Industrial Lane due to the permitting process; it was initially assumed that the parcel would have required only a TE, however; the project is requesting this be shown as a right of way need.

5.7 Appraisal Staking

Daley Land Surveying will provide Appraisal Staking for five (5) parcels/owners and will include the right-of-way, permanent easement, and temporary easements. This includes one series; if parcels need to be re-staked due to additional negotiations or property owner follow-up, additional costs will require an amendment to this Cost Proposal.

Task 6 – Landscape Design

Not included in this change order request

Task 7 – Traffic Analysis of Existing HAWK

Not included in this change order request

Task 8 – Design Services During Construction (New Task)

Stanley Consultants will support the City and County of Broomfield through project Advertisement and Construction by responding to requests for information and project coordination, as needed.

This “as-needed” task is limited to the total fee as provided in Exhibit A.

Date Prepared: January 2, 2024

Exhibit A Fee Schedule																						For Reference																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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TASK / DELIVERABLE										Project Manager	QA/QC Manager	Senior Landscape Architect	Senior Engineer - Traffic	Engineer II - Roadway	Senior Engineer - Roadway	Engineer II - Traffic	Engineer I - Drainage	Engineer-in-Training I	Project Coordinator	Professional Service Hours	Professional Service Fee	Other Direct Costs	Delay Land Surveying (Survey/ROW)	Western States Land Services (ROW Acquisition)	ERO (Environmental)	UMS (SUE)	Ridgeview Data Collection (Traffic Counts)	Total Professional Service Fee and Other Direct Costs																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
TASK 1 - Project Management										\$200	\$230	\$205	\$795	\$755	\$795	\$755	\$720	\$700	\$700											\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$



City of Broomfield

City Council Regular Meeting Memorandum

Request for Executive Session Re: City Contracted Waste Services/Universal Collection

Meeting	Agenda Group
Tuesday, March 12, 2024, 6:00 PM	Consent Items Item: 6D
Presented By	
Ken Rutt, Director of Public Works	
Community Goals	

Overview

[View Correspondence](#)

Public Works and the City and County Attorney would like to request an Executive Session be held at 5:15 p.m. on April 16, 2024, for the purpose of obtaining instruction to negotiators and providing legal advice regarding city-contracted residential waste hauling services. An executive session is permitted under C.R.S. § 24-6-402(4)(b) and (e) and requires an affirmative vote of 2/3rds of the quorum present.

Attachments

Final Memo Request for Executive Session Re: City Contracted Waste Services/Universal Collection.pdf

Summary

[View Correspondence](#)

Public Works and the City and County Attorney would like to request an Executive Session be held at 5:15 p.m. on April 16, 2024, for the purpose of obtaining instruction to negotiators and providing legal advice regarding city-contracted residential waste hauling services. An executive session is permitted under C.R.S. § 24-6-402(4)(b) and (e) and requires an affirmative vote of 2/3rds of the quorum present.

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

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

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

That the Executive Session be held at 5:15 p.m. on April 16, 2024 for the purpose of obtaining instruction to negotiators and providing legal advice and regarding city-contracted residential waste hauling services as permitted by C.R.S. § 24-6-402(4)(b) and (e).

Alternatives

Do not hold the Executive Session.



City of Broomfield

City Council Regular Meeting Memorandum

Consulting Agreement with Benesch for the Airport Creek Trail Underpass at BNSF

Meeting	Agenda Group	
Tuesday, March 12, 2024, 6:00 PM	Consent Items	Item: 6E
Presented By		
Katie Allen		
Community Goals		

Overview

[View Correspondence](#)

The proposed resolution seeks approval for a consulting agreement with Alfred Benesh & Company, Inc., tasked with designing the Airport Creek Trail Underpass at BNSF project. The project will provide a bike and pedestrian connection between Broomfield Industrial Park and Wadsworth Boulevard, positioned just south of the newly developed Wadsworth Station. The project is federally funded. The design will require the approval of BNSF and the Colorado Public Utilities Commission (PUC) and follow federal requirements as administered by CDOT.

Attachments

FINAL Item 6E Consulting Agreement for the Airport Creek Trail Underpass at BNSF.pdf

Resolution 2024-31.pdf

Airport Creek Underpass Consulting Agreement-Benesch Signed REV.pdf

Summary

[View Correspondence](#)

The Airport Creek Trail Underpass at BNSF project is the current top priority grade separation project identified in the 2019 Broomfield Bicycle & Pedestrian Assessment. The project provides low-stress connectivity between US 36 Broomfield Station and US 36 Bikeway. This project is a strategic step towards achieving the objectives laid out in the Broomfield Comprehensive Plan, particularly in the realm of Transportation Safety.

Broomfield was awarded \$4,050,000 in Transportation Improvement Program (TIP) funding, by Denver Regional Council of Governments (DRCOG), with a local 20% minimum match of \$1,012,000 for a total of \$5,063,000 for the project. Funding sources include federal Congestion Mitigation & Air Quality (CMAQ) and state MMO (Multimodal Options) funds. The Capital Improvements Program (CIP) Open Space & Trails Fund also included an overmatch of \$279,718. The total project budget is \$5,341,318.



The selection of a consultant for this project followed a transparent and competitive process. A public Request for Proposals (RFP) was issued in August 2023, attracting four proposals. A committee comprising of members from Broomfield CIP, Open Space & Trails, and Parks, chose Alfred Benesch & Company, Inc. (Benesch) as the most qualified, adhering to federal procurement standards. The scope and fee of the project were finalized post-selection, per federal funding rules.

Following the scoping meeting with Colorado Department of Transportation (CDOT), city staff, and the consultant, Benesch presented a comprehensive scope of work and associated fees, detailed in Exhibits A & B of the consulting agreement. The fee for the design services is set at \$968,343.

Proposed Resolution No. 2024-31 would approve an agreement between Broomfield and Alfred Benesch & Company, Inc. for the design phase of the Airport Creek Trail Underpass at BNSF project. If approved, the design phase is anticipated to be completed by June 2025.

Financial Considerations

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

Sources of Funds	Amount
CMAQ Federal Award 80%: Airport Creek Trail Underpass - TIP Grant	\$1,519,000
CMAQ Local 20% Match: City & County of Broomfield CIP Funds	\$379,750
MMO State 50% Award: Airport Creek Trail Underpass - TIP Grant	\$2,531,000

Sources of Funds	Amount
MMO Local 50% Match: City & County of Broomfield CIP Funds (match is total CMAQ Award + Local Match)	\$632,250
Overmatch available from Open Space and Trails Project (20F0006)	\$279,718
Total Funds Available (20F0006) 22-70070-55200	\$5,341,318
Use of Funds	
Alfred Benesch Design Contract	-\$968,343
Design Contingency (10%)	-96,834.30
Remaining Funds for Construction	-\$4,276,140.70
Total Use of Funds	-\$5,341,318
Projected Balance	\$0

Prior Council or Other Entity Actions

Proposed Resolution No. [2023-50](#) Approved an Intergovernmental Agreement Between the City and County of Broomfield and the Colorado Department of Transportation through the 2022-2025 Transportation Improvement Program for the Airport Creek Trail Underpass Project at BNSF.

Boards and Commissions Prior Actions and Recommendations

The Airport Creek project was presented to the Open Space and Trails committee on February 24, 2022 and received their support.

Proposed Actions / Recommendations

If Council desires to authorize the consulting agreement the appropriate motion is...
That Resolution 2024-31 be adopted.

Alternatives

N/A

RESOLUTION NO. 2024-31

A Resolution approving a Consulting Agreement by and between the City and County of Broomfield and Alfred Benesch & Company, Inc. for the Airport Creek Trail Underpass at BNSF

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

Section 1.

The Consulting Agreement by and between the City and County of Broomfield and Alfred Benesch & Company in the amount of \$968,343 for the Airport Creek Trail Underpass at BNSF is approved.

Section 2.

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

Section 3.

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

Section 4.

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

Approved on March 12, 2024

The City and County of Broomfield,
Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

NCR

City and County Attorney

CONSULTING AGREEMENT

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND ALFRED BENESCH & COMPANY FOR PROFESSIONAL SERVICES FOR AIRPORT CREEK TRAIL UNDERPASS AT BNSF

1. PARTIES. The parties to this Agreement are The City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Alfred Benesch & Company, Inc., an Illinois 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 desires to obtain professional services in connection with the development and completion of the Airport Creek Trail Underpass at BNSF (the "Project").

2.2 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.

(a) *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.

(b) *Scope of Work*. The Consultant shall perform the services and provide all deliverables described in the Scope of Work attached as **Exhibit B** and incorporated by this reference.

(c) *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.

(d) *Contract Term.* This Agreement shall commence upon execution by both Parties and shall remain in effect through completion of the project (approximately 8 months). Any extension or amendment to the contract shall be completed in writing and 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 Obligations of the City.

(a) *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.

(b) *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.

3.3 Commencement and Completion.

(a) 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. The Authorization to Proceed will provide the completion date based on the schedule outlined in **Exhibit A.**

(b) Except as may be agreed upon in writing by the City and the Consultant, the Consultant shall generally follow the time schedule shown in **Exhibit A.**

(c) 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.

(a) *Aggregate Limit.* Pricing for services shall be as noted on **Exhibit B,** attached hereto and incorporated by this reference. Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement shall not exceed **\$968,343** including reimbursables. The Consultant will complete the Work for the amount shown.

(b) *Billing.* The Consultant shall bill the City monthly for work done in accordance with the terms and conditions of this Agreement. Invoices shall identify hours of service, tasks included and percentage of completion toward project-end deliverables.

(c) *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.

(d) *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. The Consultant, its employees, subconsultants, and agents shall maintain all books, documents, papers, and accounting records related hereto, and all information regarding costs incurred herein, at their offices during the contract period and for three years thereafter.

3.5. Termination.

(a) *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.

(b) *Without Cause.* In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving the Consultant written notice at least fourteen (14) days in advance of the termination date.

(c) *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.

3.6. 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 subconsultants, 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.

3.10 Standard of Care.

(a) *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 actual 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.

(b) *Indemnification.* The Consultant shall indemnify and hold harmless the City 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(b).

(c) *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(b) 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.

3.11 Insurance.

(a) *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 of the kind, in the amounts, and subject to the conditions shown in the Certificate of Insurance attached as **Exhibit C.**

(b) *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.

(c) *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.

3.12 Additional Provisions. The Consultant shall comply with the following each incorporated respectively through reference:

(a) Consultant shall comply with the requirements of 49 CFR 18.36(i).

(b) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State, specifically State of Colorado Intergovernmental Agreement for Project #AQC M145-017 (25417) incorporated herein by this reference, for the design/construction of this project. The State is an intended third-party beneficiary of this agreement for that purpose.

(c) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of

construction and the resolution of construction problems that may arise during the construction of the project.

(d) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(e) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

(f) The Consultant agrees to comply with the following additional provisions set forth in the following Exhibits:

- EXHIBIT D: Additional Federal Requirements
- EXHIBIT E: FFATA Supplemental Federal Provisions
- EXHIBIT F: OMB Uniform Guidance for Federal Awards
- EXHIBIT G: Certification for Federal-Aid Contracts
- EXHIBIT H: Disadvantaged Business Enterprise (DBE) Requirements
- EXHIBIT I: Procurement Requirements (New Federal law requirements as of Nov 2020)

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. Either Party may change the authorized representative at any time by giving notice to the other Party. The Parties each designate an authorized representative as follows:

4.1 The City designates Ed Thompson, CIP Project Manager as the authorized representative of the City under this Agreement. Email address is ethompson@broomfield.org

4.2 Contractor designates Travis Greiman, Project Manager as the authorized representative of the Contractor under this Agreement. Email address is TGreiman@benesch.com.

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

5. 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.

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

7. 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.

8. 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.

9. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

10. 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.

11. 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.

12. 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.

13. 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. 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.

15. 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.

16. 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.

17. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.

18. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

19. 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.

20. 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.

21. 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. 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.

23. 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.

24. 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.

25. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.

26. EXECUTION. 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.

27. 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.

28. 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.

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:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

Alfred Benesch & Company
an Illinois corporation
35 Wacker Drive
Suite 3300
Chicago, Illinois 60601


By: Jess Hastings

Title: Sr. Vice President

EXHIBIT A

SCHEDULE

The consultant shall provide an updated schedule at the project kickoff meeting.

PROPOSED SCHEDULE

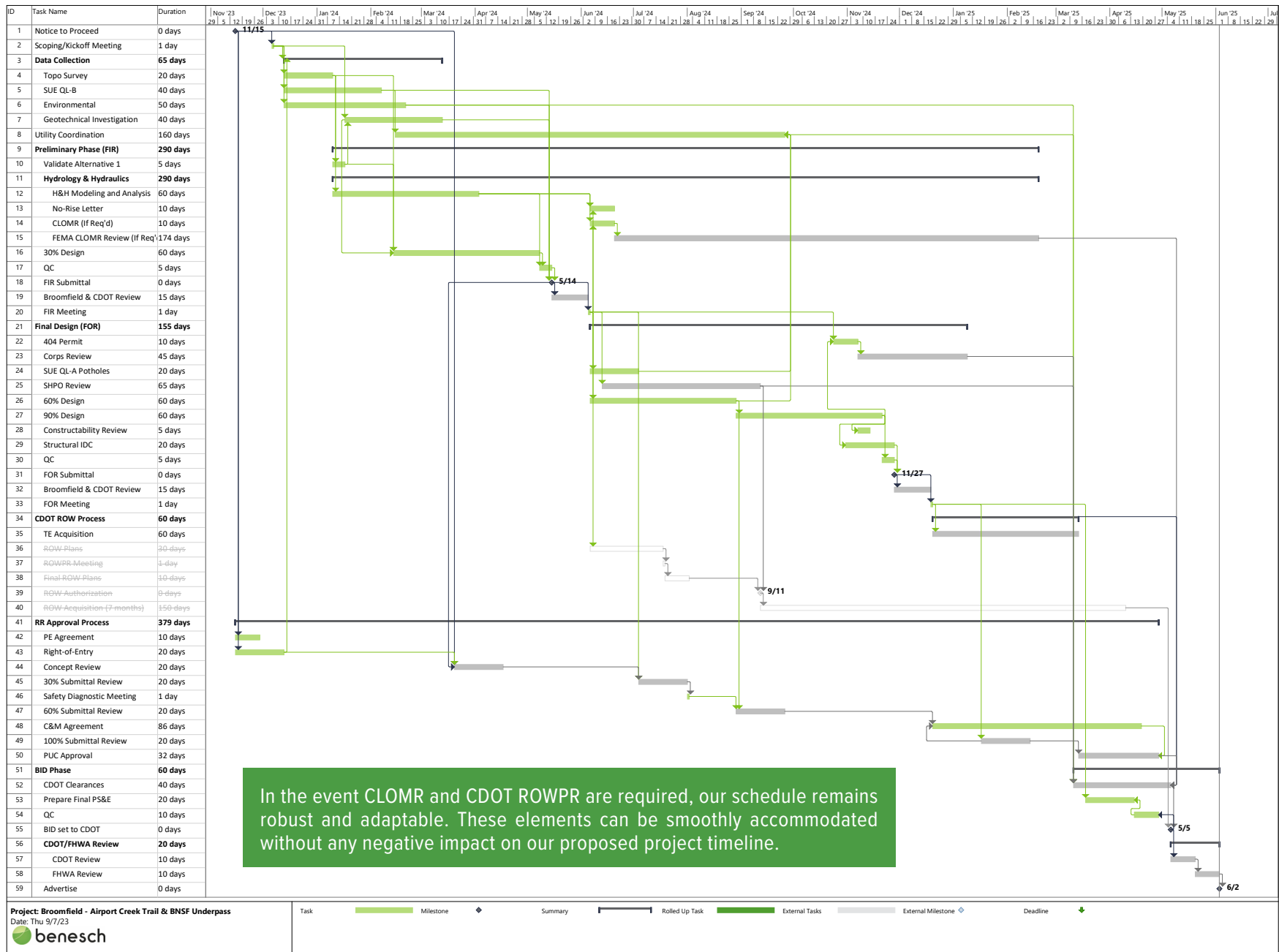


EXHIBIT B

SCOPE OF WORK

Airport Creek Underpass (Print 11x17)

City of Broomfield

CDOT Project No. 25417



12/15/2023	PIC	PM	Deputy PM	Structures	Civil	Drainage SME	Drainage	Civil/Structures	QA/QC					
	Hastings	Greiman	Hakes	Bechtold	Willman/Sta	Fuentes			Wierema					
	Principal	Project Manager II	Senior Project Manager	Senior Project Manager	Project Engineer II	Senior Project Manager	Designer I	Designer II	Sr Project Manager	Benesch Total Hours	Benesch Labor Fee	Benesch Mileage	Sub Consultants	Sub-Task Fees
Hourly Rates:	\$ 250	\$ 192	\$ 215	\$ 215	\$ 138	\$ 215	\$ 104	\$ 116	\$ 215					
Design														
Benesch														
1) Project Management/Coordination														
a) Project Meetings										0	\$0			\$ -
i) Kick-Off Meeting	1	2	2			2				7	\$1,494	\$ 35		\$ 1,529
ii) Project Management Team and Technical Focus Meetings (Progress)		40	40		20					100	\$19,040			\$ 19,040
iii) Meeting Minutes		12								12	\$2,304			\$ 2,304
iv) Monthly Project Summary		12								12	\$2,304			\$ 2,304
b) Public and Stakeholder Involvement		16	16		16					48	\$8,720	\$ 70	\$ 16,000	\$ 24,790
c) Project Management	2	40								42	\$8,180			\$ 8,180
d) Project Schedule		4								4	\$768			\$ 768
e) RR Coordination	24	24	16					40		104	\$18,688			\$ 18,688
f) QA/QC		20	20			16			40	96	\$20,180			\$ 20,180
2) Pre-Design and Concepts														
Trail Alignment/Concept Design		8	4		8					20	\$3,500		\$ 74,325	\$ 77,825
Environmental Analysis and Reporting		4	4							8	\$1,628		\$ 19,940	\$ 21,568
Survey/ROW		4	4							8	\$1,628		\$ 61,513	\$ 63,141
SUE		4	4							8	\$1,628		\$ 35,979	\$ 37,607
Site Visit		4	4		4			4		16	\$2,644	\$ 70		\$ 2,714
Geotechnical Investigation/Design		4	4							8	\$1,628		\$ 312,346	\$ 313,974
Floodplain Strategy		4	4			4				12	\$2,488	\$ 70		\$ 2,558
WQ Strategy		4	4			4				12	\$2,488	\$ 70		\$ 2,558
3) Preliminary Design														
a) Data Collection		2	2							4	\$814	\$ 35		\$ 849
b) Utility and Right-of-Way (ROW) Coordination		8	8							16	\$3,256		\$ 14,400	\$ 17,656
c) Design Criteria		2			2					4	\$660			\$ 660
d) Preliminary (30%) Design										0	\$0			\$ -
i) Trail		8	8		80					96	\$14,296			\$ 14,296
ii) Grading		8	8		80					96	\$14,296			\$ 14,296
iii) Structural										0	\$0			\$ -
a) Undercrossing			16	30				80		126	\$19,170			\$ 19,170
b) Retaining Walls			8		20			50		78	\$10,280			\$ 10,280
c) West Side Structure			8		20			60		88	\$11,440			\$ 11,440
iv) Hydrology/Hydraulic Engineering										0	\$0			\$ -
a) Data Review		4				2	4			10	\$1,614			\$ 1,614
b) Minor Structures		8				4	24	8		44	\$5,820			\$ 5,820

c) Phase II Drainage Report and Plans		8				8	40	8		64	\$8,344			\$ 8,344
d) SWMP Plan		8					30	8		46	\$5,584			\$ 5,584
e) Drainage Sheets		8				8	100			116	\$13,656			\$ 13,656
v) Floodplain Assessment/CLOMR										0	\$0			\$ -
a) Identify Regulatory Floodplains		4				2	16			22	\$2,862			\$ 2,862
b) Environmental Resource Mapping		4				2	2			8	\$1,406			\$ 1,406
c) Determine Adverse Impacts		12				2	8			22	\$3,566			\$ 3,566
d) Analyze Impacts/Develop Mitigation		12				4	24			40	\$5,660			\$ 5,660
e) Prepare CLOMR Documentation		12				4	72			88	\$10,652			\$ 10,652
f) Respond to FEMA Requests		8				2	36			46	\$5,710			\$ 5,710
f) ROW Determinations					8					8	\$1,104			\$ 1,104
g) Preliminary Design (30%) Submittal										0	\$0			\$ -
i) Compile Plan Set		8			24			16		48	\$6,704			\$ 6,704
ii) Cost Estimate		1			8					9	\$1,296			\$ 1,296
iii) Submit Plans		2	2							4	\$814			\$ 814
h) FIR Review Meeting	2	4	2				2			10	\$1,906	\$ 35		\$ 1,941
i) Design Variances		2								2	\$384			\$ 384
k) Open House		4	4							8	\$1,628	\$ 70		\$ 1,698
3) Final Design														
a) Final (90%) Design										0	\$0			\$ -
i) Trail		8	8		80					96	\$14,296			\$ 14,296
ii) Grading		8	8		80					96	\$14,296			\$ 14,296
iii) Structural										0	\$0			\$ -
a) Undercrossing			24	30				146		200	\$28,546			\$ 28,546
b) Retaining Walls			8		16			75		99	\$12,628			\$ 12,628
c) West Side Structure			8		16			100		124	\$15,528			\$ 15,528
iv) Hydrology/Hydraulic Engineering										0	\$0			\$ -
a) Data Review							8			8	\$832			\$ 832
b) Minor Structures		8				4	24	8		44	\$5,820			\$ 5,820
c) Phase III Drainage Report and Plans		8	8			4	24	8		52	\$7,540			\$ 7,540
d) SWMP Plan		8				4	40	8		60	\$7,484			\$ 7,484
e) Drainage Sheets		8				4	40			52	\$6,556			\$ 6,556
v) Floodplain Assessment/LOMR										0	\$0			\$ -
a) Finalize Adverse Impacts and Reporting		8				4	8			20	\$3,228			\$ 3,228
b) Prepare LOMR Documentation		12				4	96			112	\$13,148			\$ 13,148
c) Floodplain Permits		4				2	8			14	\$2,030			\$ 2,030
iv) Detours/Construction Phasing					40			8	24	72	\$11,608			\$ 11,608
b) Final (90%) Design Submittal										0	\$0			\$ -
i) Compile Plan Set		8	2		24			16		50	\$7,134			\$ 7,134
ii) Cost Estimate		1	1		8					10	\$1,511			\$ 1,511
iii) Specifications		8	4							12	\$2,396			\$ 2,396
iv) Submit Plans		2								2	\$384			\$ 384
c) FOR Review Meeting	2	4	2				2			10	\$1,906	\$ 35		\$ 1,941
d) Final PS&E Package										0	\$0			\$ -
i) Revisions		16	8		60		24	16		124	\$17,424			\$ 17,424
ii) Compile Package		8	2		8					18	\$3,070			\$ 3,070
iii) Submit Package		2	2							4	\$814			\$ 814
e) Bid Services		4	8				4			16	\$2,904	\$ 35		\$ 2,939
Subtotal	31	468	290	60	622	90	636	659	64	2915	\$ 433,315	\$ 525	\$ 534,503	\$ 968,343

EXHIBIT C

INSURANCE REQUIREMENTS

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 Subconsultants shall be primary and non-contributory to any insurance carried by the City and County of Broomfield
5. All subconsultants 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 Subconsultants 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 Subconsultants 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 subconsultants. 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/Consultant/Subconsultant 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 - Including Professional Liability		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	Commercial General Liability Commercial General Liability insurance covering all operations by or on behalf of the consultant/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. Note: For contracts involving vendor/consultant contact with minors or at-risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.	<ul style="list-style-type: none"> • \$1,000,000 Each occurrence • \$2,000,000 General Aggregate (Per Project) • \$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)
2.	Automobile Liability Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).	<ul style="list-style-type: none"> • \$1,000,000 combined single limit • If hazardous materials are transported, an MCS 90 form shall be included on the policy
3.	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 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"> • \$100,000 Each Accident • \$100,000 Each Employee by Disease • \$500,000 Disease Aggregate
4.	Professional Liability Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following: Coverages: <ul style="list-style-type: none"> • Limited Contractual Liability • If coverage is Claims Made, a retroactive date prior to the inception of the work • If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased 	Minimum Limit: <ul style="list-style-type: none"> • \$1,000,000 Per Claim/Aggregate
Additional Insured - The following shall be named an Additional Insured: 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. Certificate Holder is: City and County of Broomfield One DesCombes Drive, Broomfield, CO 80020-2495 certificates@broomfield.org		

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

EXHIBIT D

ADDITIONAL FEDERAL REQUIREMENTS (3 pages)

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 2111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-1289, 12201-12213 47 USC 225 and 47 USC 611).

ADDITIONAL FEDERAL REQUIREMENTS

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646), as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R. Part 633

23 C.F.R. Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instruction issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such

ADDITIONAL FEDERAL REQUIREMENTS

Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

EXHIBIT E

FFATA SUPPLEMENTAL FEDERAL PROVISIONS (4 pages)

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purpose of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does not include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. Any award funded in whole or in part with recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through §1.1.11 above.

1.3. **"Contractor"** means the party or parties to the Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

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- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes an may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3 Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4 Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5 Above-market earnings on deferred compensation which is not tax-qualified;

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- 1.15.6 Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contractors and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or §6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of the Contractor’s obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

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6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
 7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 7.1 **ToSAM.** A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award identification Number no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1. Subrecipient DUNS Number;
 - 7.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3. Subrecipient Parent DUNS Number;
 - 7.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 7.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 8. **Exemptions.**
 - 8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
 - 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
 - 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
 - 8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT F
(5 pages)

OMB Uniform Guidance for Federal Awards

Subject to

The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"),
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

9. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 9.1. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
- 9.2. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 9.3. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
- 9.4. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 9.5. **"Grant" or "Grant Agreement"** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
- 9.6. **"OMB"** means the Executive Office of the President, Office of Management and Budget.
- 9.7. **"Recipient"** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
- 9.8. **"State"** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
- 9.9. **"Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 9.10. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 9.11. **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

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- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall

become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. **Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

1. 8. Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. Performance Measurement

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

EXHIBIT G

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Consultant certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT H
(6 pages)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

In February, 1999 the U.S. Department of Transportation (USDOT) revised its Title 49, Code of Federal Regulations, Parts 23 and 26, concerning its continuing requirement that all States implement a Disadvantaged Business Enterprise (DBE) Program for all federally-funded contracts. The federal requirement applies to all section 24-30-1401, C.R.S., federally-funded professional services consultant agreements executed by CDOT.

In response to that federal regulation, in June, 2001 the Colorado Transportation Commission adopted Resolution No. 966. Among other things, Resolution No. 966 established a new DBE goal setting process for professional services consultant contracts, in order to more narrowly tailor CDOT's DBE program to conform with the results of the 2000 Statewide Disparity Study. That Disparity Study found that all DBEs will be considered to be UDBEs.

Accordingly, CDOT will now set individual project goals on consultant contracts for all UDBE professional services consultants/subconsultants, based upon the type of work included in each project and the availability of UDBEs capable of performing such work. CDOT will use a consultant's proposed use of UDBE participation in the project work as an evaluation criterion in the selection of a consultant for the project.

Project specific DBE goals will be set by the appropriate Regional EEO Representative or Headquarters DBE Program Manager, using a process similar to the one currently used to establish DBE goals for UDBEs on highway construction projects.

As a result, all CDOT professional services project advertised after June, 2001 shall contain individual project UDBE goals conforming to Resolution No. 966, and each selected consultant shall be required by CDOT's project contract to provide the UDBE participation contained in its proposal. Please refer to the section in the Request for Qualification that describes the DBE goals and requirements.

DISADVANTAGED BUSINESS ENTERPRISE DEFINITIONS AND REQUIREMENTS

1. Definitions and Procedures - For this project, the following terms are defined:

A. Disadvantaged Business Enterprise (UDBE). A small business concern that is certified as being:

1. At least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
3. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are:
 - (a) Minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.
 - (b) Individuals found by the Office of Certification at the Department of Regulatory Agencies to be socially and economically disadvantaged.

B. UDBE Joint Venture. An association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. UDBE joint ventures must be certified as a joint venture. The UDBE percentage of the joint venture will be determined at the time of certification.

C. Underutilized UDBE (UDBE). A firm which meets the definition of Underutilized Disadvantaged Business Enterprise (UDBE) based on the findings and recommendations of CDOT's Disparity Study concerning consultants on CDOT projects and is eligible to meet the contract goal as defined in the paragraph titled "Contract Goal." The Colorado Transportation Commission adopted Resolution No. 966 and set a 10.93% overall annual goal for the remainder of FFY 2001 and for FFY 2002.

D. Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.

E. Certification as a UDBE by the Department

1. Any small business may apply to the Department of Regulatory Agencies (DORA) for status as a UDBE. Application shall be made on forms provided by the DORA for certification of UDBEs. However, only work contracted or subcontracted to UDBEs that also qualify as UDBEs and independently Performed by UDBEs shall be considered toward contract goals as established elsewhere in these specifications.
2. It shall be the UDBE applicant's responsibility to submit applications so that the DORA has sufficient time to render decisions. The DORA will review applications in a timely manner but is not committed to render decisions about a firm's UDBE status within any given period of time.
3. The Department will prepare, publish or make available from time to time a list of UDBE contractors, consultants, vendors and suppliers for the purpose of providing a reference source to assist any consultant in identifying UDBEs and UDBEs. Consultants will be solely responsible for verifying the Certification of UDBEs they intend to use prior to submitting a Statement of Interest (SOI.) The Business Programs Office in the Center for Equal Opportunity will maintain a current list of eligible UDBEs. The UDBE list is also available at: <http://www.dot.state.co.us/business/design/consultantmtgt/>

2. Selection of UDBEs by Consultant:

- A. Consultants shall exercise their own judgments in selecting any sub consultant to perform any portion of the work.

3. Requirements

- A. The use of UDBEs is an evaluation factor for consultant selection under Section 24-30-1403 (2) CRS. All Consultants shall submit with their proposals a list of the names of their UDBE subconsultants to meet the contract goal.
- B. If the Consultant proposes to voluntarily use any non-UDBEs on the project, the Consultant shall also submit the names of those UDBEs. However, the non-UDBEs will not be used to meet the UDBE goal for the project.
- C. Evaluation points will be awarded for UDBE participation during the Statement of Interest (SOI) scoring. A maximum of 5 evaluation points will be awarded for UDBE participation during the SOI scoring. If the consultant doesn't submit sufficient UDBE participation to meet the project goal, they may be awarded from 0 to 4 points, based on the amount of UDBE participation they submit.
- D. The selected consultant must use the UDBE firms named (if any) in the Statement of Interest for the items of work described. The replacement of a named UDBE firm will be allowed only as provided for in (6) of the UDBE Definitions and Requirements. Failure to comply may constitute grounds for default and termination of the Contract.
- E. Consultant's UDBE Obligation.
 - 1. The Consultant submitting a Statement of Interest and a Work Plan on consultant projects advertised by the Department agrees to ensure that UDBEs, as defined in this special provision, have the maximum opportunity to participate in the performance of contracts or subcontracts. The prime Consultant shall not discriminate on the basis of race, color, national origin, or sex in the selection and bidding process or the performance of contracts.
 - 2. To ensure that UDBEs are offered maximum opportunity to participate in the performance of contracts, it is the responsibility of the prime Consultant to offer and to provide assistance to UDBEs related to the UDBE performance of the subcontract. However, the UDBE must independently perform a commercially useful function on the project, as described in F(4) below.

F. Counting UDBE Participation Toward Goals

- 1. Once a firm has been certified as a UDBE, the total dollar amount of the contract awarded to the firm shall be counted toward the contract goal as explained below, and as modified for the project in the project special provisions titled "Contract Goal."
- 2. The actual dollar total of a proposed subcontract, supply or service contract with any UDBE firm shall be reported to the Department in the Consultant's Cost Proposal.
- 3. The eligibility of a proposed UDBE subconsultant will be finally established based on the firm's status at the time the contract is signed. If a firm becomes certified as a UDBE during performance under a fully executed contract with CDOT but prior to the UDBE performing any work, then 100% of the work performed by the firm under that contract may be claimed as eligible work. No work performed by a UDBE firm can be counted toward UDBE participation prior to the firm receiving certification as a UDBE.
- 4. The Consultant may count toward its contract goal only that percentage of expenditures to UDBEs which independently perform a commercially useful function in the work of a contract. A UDBE is considered to be performing a commercially useful function by actually performing, managing, and supervising the work involved. To determine whether a UDBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, work performed solely by the UDBE, industry practices, and other relevant factors.

-
5. A UDBE may enter into subcontracts consistent with normal industry practices. If a UDBE subcontracts over 51% of the work of the Contract the UDBE shall be presumed not to be performing a commercially useful function. The UDBE may present evidence to rebut this presumption to the Department.
 6. The Consultant may count toward its contract goal the percentage of expenditures for materials and supplies obtained from UDBE suppliers (regular dealers) and manufacturers specifically for use on the project, provided that the UDBEs assume the actual and contractual responsibility for and actually provide the materials and supplies.
 - a. The Consultant may count 100 percent of its expenditures to an UDBE manufacturer if the purchased items are to be used on the project. A UDBE manufacturer is a certified firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
 - b. The Consultant may count 60 percent of its expenditures to UDBE suppliers that are not manufacturers, provided that the UDBE supplier performs a commercially useful function in the supply process. A supplier is a certified firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this section.
 - c. The Consultant may count toward its UDBE goal the following expenditures to UDBE firms that are not manufacturers or suppliers:
 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required to a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a supplier of the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Determination of goal achievement

To determine the goals achieved under this Contract, the UDBE participation shall be divided by the original prime Contract amount and multiplied by 100 to determine the percentage of performance. The Consultant shall maintain records of payment that show amounts paid to all UDBEs and UDBEs. Upon completion of the project, the Consultant shall submit a list of all UDBEs (both UDBEs and other UDBEs) that participated in this Contract, the subcontract tier number of each, and the dollar amount paid to each. The Consultant shall certify the amount paid, which may be audited by the Department. When the participation by UDBEs is less than the Consultant committed to the Department, the Consultant shall submit a statement to CDOT that indicates the amount of participation and gives reasons why it was different from the Consultant's commitment.

5. Replacement of UDBEs used to meet the contract goal

- A. Based upon a showing of good cause the Consultant may request that a UDBE named in the Consultant's Statement of Interest be replaced with another UDBE pursuant to the terms and conditions of this special provision. Replacements will be allowed only with prior written approval of the Department.
- B. If a replacement is to be requested prior to the time that the named UDBE has begun to effectively prosecute the work under a fully executed subcontract, the Consultant shall furnish to the Department the following:
 - 1. Written permission of the named UDBE. Written permission may be waived only if such permission cannot be obtained for reasons beyond the control of the Consultant.
 - 2. A full written disclosure of the circumstances making it impossible for the Consultant to comply with the condition of award.
 - 3. Documentation of the Consultant's assistance to the UDBE named in the Consultant's Statement of Interest.
 - 4. Copies of any pertinent correspondence and documented verbal communications between the Consultant and the named UDBE.
 - 5. Documentation of the Good Faith Efforts in finding a replacement UDBE and the results of the efforts. It is within the control of the Consultant to locate, prior to award, UDBEs that offer reasonable prices and that could reasonably be expected to perform the work. For this reason, increased cost shall not, by itself, be considered sufficient reason for not providing an in-kind replacement.
- C. In the event a UDBE begins to prosecute the work and is unable to satisfactorily complete performance of the work, the Consultant shall furnish to the Department the following:
 - 1. Documentation that the subject UDBE did not perform in a satisfactory manner.
 - 2. Documentation of the Consultant's assistance to the UDBE prior to finding the UDBE in default.
 - 3. A copy of the certified letter finding the UDBE to be in default or a letter from the UDBE stating that it cannot complete the work and it is turning the work back to the Consultant.
 - 4. Copy of the contract between the Consultant and the UDBE, plus any modifications thereto.

6. Sanctions

- A. It is the obligation of the Consultant to provide UDBE firms with the maximum opportunity to participate in the performance of the work.
- B. It is the responsibility of UDBE firms to perform their work in a responsible manner fully consistent with the intent of the UDBE program, and in substantial compliance with the terms and conditions of these UDBE definitions and requirements.
- C. UDBE firms which fail to perform a commercially useful function as described in subsection 4(E) of these UDBE definitions and requirements or operate in a manner which is not consistent with the intent of the UDBE program may be subject to revocation of certification.
- D. A finding by the Department that the Consultant has failed to comply with the terms and conditions of these UDBE definitions and requirements may constitute sufficient grounds for default and termination of the Contract.

**COLORADO DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF PROPOSED
DBE PARTICIPATION FOR
PROJECT SPECIFIC (PS)
CONSULTANT CONTRACTS**

CMS #:	Anticipated Location(s):
Project #:	Sheet: _____ of _____
Contract DBE Goal: _____ %	Will Your DBE % Meet The Goal (box C)? <input type="checkbox"/> YES <input type="checkbox"/> NO

Instructions For Prime Consultant:

- An officer of the consultant must complete and submit an original copy of this form as part of the **Commendation Section** of your PS contract Statement Of Interest (SOI).
- Submit a separate CDOT Form #1331 for each proposed DBE.
- Attach a signed *Letter of Acceptance* and copy of DBE certificate from each DBE firm.
- Retain a photocopy for your records.

(NOTE: See 49 CFR part 26.55, and the *DBE Definitions and Requirements* section of the contract, for further information concerning counting DBE participation toward the contract's DBE goal.)

NAME OF DBE SUBCONSULTANT	ITEMS OF WORK TO BE PERFORMED BY DBE SUBCONSULTANT

REQUIRED ATTACHMENTS: ☐ Letter of Acceptance ☐ DBE certificate

A) What percentage of the overall contract is this proposed subcontract, supply/vendor contract, OR service/broker contract?

NOTE: Calculate % based on actual subcontractor dollars and not prime contract prices. Only report % amounts that are eligible for counting toward the contract goal (See *DBE Definitions and Requirements* in contract).

A> _____ %

B) What is the total percentage value of proposed DBE participation from prior sheets/forms?

B> _____ %

C) What is the accumulative percentage value of the overall contract that is committed to DBEs?

$$C = [A + B]$$

C> _____ %

I certify that:

- my company has accepted a proposal from the DBE subconsultant named above.
- my company has notified the proposed DBE subconsultant of the commitment % of work (*Letter of Acceptance is attached*).
- my company's use of the proposed DBE subconsultant for the items of work listed above is a condition of the contract award.
- my company will not use a substitute DBE subconsultant for the proposed DBE subconsultant's failure to perform under a fully executed subcontract, unless my company complies with the *DBE Definitions and Requirements* section of the contract.
- In addition, if my company does not meet the intended DBE goal for this contract and is unable to document adequate good faith efforts, I understand that my company will receive a poor contract performance rating from CDOT, which will negatively impact the scoring of our Statements Of Interest (SOI) on future CDOT contracts.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

COMPANY NAME:	DATE: _____ / _____ / _____
COMPANY OFFICER SIGNATURE:	TITLE: _____

EXHIBIT I

PROCUREMENT OF RECOVERED MATERIALS. (to the extent applicable by law)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (to the extent applicable by law).

Contractor and subcontractor, if applicable are prohibited from expending funds arising from this contract to:

- a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced by an entity that the Secretary of Defense in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information. See also 2 CFR §200.471.

DOMESTIC PREFERENCE. As appropriate and to the extent consistent with law, the Purchaser should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



City of Broomfield

City Council Regular Meeting Memorandum

Proposed Resolution No. 2024-30 Appointing and Reappointing Associate Municipal Court Judges

Meeting	Agenda Group
Tuesday, March 12, 2024, 6:00 PM	Consent Items Item: 6F
Presented By	
Judge Amy Bockman	
Community Goals	

Overview

[View Correspondence](#)

Pursuant to Section 2-28-060 of Broomfield's Municipal Code allows for City Council to appoint one or more deputy or associate municipal judges as it deems necessary.

Proposed Resolution 2024-30 Reappoints Judge Davis, Judge Tingle, Judge Goodbee and Judge Glowinsky as associate municipal judges. Each of these judges have previously taken the oath required by B.M.C. Sec. 2-28-040. Resolution 2024-30 also appoints Judge Donald S. Quick as associate municipal judge.

Attachments

Quick resume.pdf

Memo for Proposed Resolution No. 2024-30 Appointing and Reappointing Associate Municipal Court Judges.pdf

Resolution 2024-30 - Associate Municipal Judges.pdf

Don Quick

Email: dspencequick@gmail.com

Cell: 303-885-9266

EDUCATION:

University of Colorado School of Law, J.D., 1986

University of Colorado, B.A. in Economics, 1982
Graduated with Distinction

BAR ADMISSIONS:

Colorado Courts, 1986
Federal District Court of Colorado, 1986
Tenth Circuit Court of Appeals, 1987
Supreme Court of the United States, 2001

WORK EXPERIENCE:

CHIEF JUDGE- 17th JUDICIAL DISTRICT, Adams and Broomfield Counties, Colorado (2014-2024)

Appointed to the district court bench in December 2014 and appointed as Chief Judge by the Chief Justice in December 2020. Have presided over criminal, juvenile, domestic relations, probate, mental health, and dependency and neglect dockets. Conducted hundreds of hearings and trials. Supervised over 370 staff members and implemented district wide policies, including a positive work climate plan. In 2020, was elected to be President of Colorado's District Court Judges' Association.

DISTRICT ATTORNEY - 17th JUDICIAL DISTRICT, Adams and Broomfield Counties, Colorado (2005-2012)

As the two-term elected DA, supervised 165 staff members, including 64 prosecutors. Directly responsible for filing and plea decisions for over 120 murder cases and supervisory responsibilities for all prosecutions in our two-county district serving over 500,000 residents. The annual caseload included an average of 3,300 felonies, 1,000 juvenile cases, and 34,000 traffic and misdemeanor cases. Personally prosecuted and tried multiple homicides while the DA. In 2006, selected to be President of Colorado's DA's Council. Also formed a community partnership, the Adams County Youth Initiative, which focused efforts on keeping kids in the classroom and out of the courtroom. Over the 8 years I served as DA, the 17th JD experienced a drop of 42% in total juvenile filings and an 84% decline in our "direct filed" violent and aggravated juvenile offender filings.

CHIEF DEPUTY ATTORNEY GENERAL, Colorado Attorney General's Office, Denver, Colorado (1999-2004)

Appointed Deputy Attorney General over the Criminal Justice Section in January 1999. In AG Salazar's first term, supervised the AG criminal prosecution and appellate divisions. Also established the Environmental Crime Unit, Foreign Prosecution Unit (for murder fugitives who fled the country), and Multi-Jurisdictional Gang Unit. Led the AG's initiatives on school safety, victim services and peace officer training. **Promoted to Chief Deputy in December 2002.** In AG Salazar's second term, promoted to supervise all divisions of the Attorney General's Office. Had primary responsibilities over office policies and major litigation. Managed 330 attorneys, investigators and staff, and a \$33 million budget. Also, argued and won cases before the Colorado Supreme Court.

CHIEF TRIAL DEPUTY, District Attorney's Office, 17th Judicial District, Brighton, Colorado (1988-1998)

First hired in 1988 as a Deputy DA to prosecute and take criminal cases to trial. While at the office, tried over 100 cases. **Promoted to Senior Deputy DA in 1992** to prosecute and take felony cases to trial, including homicides and sex offenses. Also mentored less experienced prosecutors. **Promoted to Chief Trial Deputy in 1993** to supervise the County Court, Juvenile and Felony Divisions of the DA's Office. Also, prosecuted and tried homicides, habitual criminals, and other complex cases.

CORPORATE COUNSEL, The Coastal Corporation, (C.I.G.), Colorado Springs, Colorado (1987-1988)

Associate counsel assigned complex civil litigation pending in Colorado, Michigan, Oklahoma, and Texas in state and federal courts. Coordinated pleadings and discovery with local counsel. The assigned cases had claims against Coastal between \$2 million and \$21 million per case.

ASSOCIATE COUNSEL, Burns, Wall, Smith and Mueller, PC, Denver, Colorado (1985-1987)

Clerked for this Denver law firm my third year in law school. Upon graduation, joined the firm as an associate attorney. Was primarily assigned litigation, contract and corporate cases. The clients were predominantly energy companies. Had appearances in both state and federal court.

SENIOR COUNSEL, Beatty & Wozniak, Denver, Colorado (2014)

Worked half time assisting with civil litigation during the 2014 Attorney General campaign.

SPECIALTY COURTS & PROGRAMS:

As Judge and District Attorney, was involved with implementing the following in the 17th Judicial District:

- * 1st DA Fast Track for Domestic Violence Cases
- * 1st Accredited Drug Court in Colorado
- * Juvenile Mental Health Program (ACT)
- * Adult Mental Health Court Program (CESE)

TRIAL SKILLS INSTRUCTOR:

- | | |
|-----------|--|
| 1994-2018 | Trial Advocacy Instructor , NITA (National Institute of Trial Advocacy). Taught at the National, Regional, Public Service, Domestic Relations and Domestic Violence programs, as well as the Tribal Courts programs on the Navajo and Oneida Nations, and at the National Judicial College. |
| 1994-2002 | Trial Advocacy Instructor , CU and DU Law Schools' trial advocacy courses. |
| 1998 | Trial Advocacy Instructor , Advanced Trial Techniques (Colorado District Attorneys' Counsel) |

LEADERSHIP POSITIONS:

- | | |
|-----------|--|
| 2020-2021 | President , Colorado District Court Judges Association |
| 2011-2016 | Dean's Advisory Committee , University of Colorado School of Law |
| 2011-2012 | Colorado Judicial Advisory Council (Appointed by Chief Justice Bender) |
| 2008-2012 | Colorado Criminal & Juvenile Justice Commission (Appointed by Governor Ritter and re-appointed by Governor Hickenlooper.) Served on the Juvenile Justice Task Force, Drug Policy Task Force, and Prevention Work Group. |
| 2010 | Governor Hickenlooper's Transition Team (Public Safety Committee) |
| 2008-2012 | Vice-Chair , Colorado Inter-agency Task Force on Substance Abuse Treatment |
| 2008-2012 | Advisory Board Member , Colorado School Safety Resource Center (Appointed by Governor Ritter) |
| 2006-2007 | Governor Ritter's Transition Team , (Co-Chair Department of Corrections Committee) |
| 2006-2007 | President , Colorado District Attorneys' Council |
| 2006-2008 | Colorado Bar Association Sentencing Commission (Tasked with making recommendations for reforms of Colorado's criminal sentences.) |
| 2004-2005 | Secretary of State's Blue Ribbon Election Panel (Addressing election integrity) |
| 2000-2001 | Governor Owen's Broomfield City and County Task Force (Created and Implemented plans for the formation and integration of the new county.) |
| 1999-2002 | Colorado Joint Senate/House Committee on Mental Illness and the Criminal Offender (Propose statutory changes to better address the needs of the mentally ill.) |
| 1999-2001 | Governor Owen's Columbine Review Commission |

1997-1998	Chairman, Juvenile Task Force, 17th Judicial District
1996-1998	Board of Governors, Colorado Bar Association
1992-1993	President, Adams County Bar Association

CRIMINAL JUSTICE LEADERSHIP:

2021-2024	Criminal Justice Coordinating Council for the 17th JD, (Chair, Alternative Sanctions)
2021-2024	Community Corrections Board for the 17th Judicial District
2007-2008	State DNA Working Group (Appointed by Governor Ritter)
2005-2012	Chair and Governing Board, North Metro Drug Task Force
2001-2005	State Board of Directors, D.A.R.E.
2002-2005	State Board of Directors, Crime Stoppers
2001-2002	Rocky Mountain Joint Terrorism Task Force
1999-2002	State Witness Protection Board
1999-2002	Supervisor for AG's Peace Officer's Standards and Training Staff

COMMUNITY INVOLVEMENT:

2023-2024	Community Leaders Council, Rocky Mountain Partnership
2023-2024	Adams County Opioid Abatement Council
2012	Aurora's 7-20 Committee (Oversaw aid to the victims of the theater shootings)
2011-2012	Co-Chair – Adams County Homeless to Home Initiative
2011-2012	Board Member, Westminster Public Schools Education Foundation
2006-2012	Board Member, Mapleton Public Schools Education Foundation
2006-2012	Co-Founder and Board of Directors, Safe-2-Tell
2005-2012	Co-Founder and Board Member, Adams County Youth Initiative
2005-2012	Board of The Link, (the 17th JD's Juvenile Assessment Center)
1995-2005	President & Board of Directors, Access Housing (Nonprofit serving the homeless)
1998	AdCo for Kids (Committee of School Superintendents and other Community Leaders)
1997-1998	High School Coach, Mock Trial Team, Brighton High School
1993	Adams First (Successful campaign for a new Justice Center in the 17th Judicial District)
1991-1996	Coordinator, Adams County High School Regional Mock Trial Competitions
1987-1988	Board Member, Home and Health Care Corp. (Nonprofit provider of services to seniors)

HONORS AND RECOGNITIONS:

2023	Distinguished Achievement in the Judiciary, CU Law School Alumni Board
2022	Legacy Award, Colorado Attorney General's Office
2012	Adams County Youth Initiative Champion Award
2012	Exemplary Leadership Award, Colorado Organization for Victim Assistance
2012	Courageous Citizen Award – Lifetime Achievement, The Fields Foundation
2012	Outstanding Leadership Award, Governing Board of the North Metro Task Force
2011	You Make the Difference Recognition – The Sanctuary Youth Shelter
2010	Marjory Ball Mental Health Advocacy Award, Community Reach Center (Non-profit provider of community mental health services)
2010	President's Award, Colorado Drug Investigators Association
2009	Mapleton Community Champion, Mapleton School District
2009	Denver Local Community Champion, the Sprint Corporation
2008	Public Service Award, ACCESS Housing (Non-profit serving homeless families)
2006	Platte Valley Children's Advocacy Center's Board Recognition

2005	White Ribbon Award - Alternatives to Family Violence (Nonprofit organization
serving	victims of domestic violence and their families.)
1995	Volunteer Attorney of the Year , Adams County Bar Association
1991	Attorney of the Year , Adams County Victims' Services Coalition

Summary

[View Correspondence](#)

Pursuant to Section 2-28-060 of Broomfield's Municipal Code allows for City Council to appoint one or more deputy or associate municipal judges as it deems necessary.

Hon. Amy Bockman was appointed presiding municipal judge on February 9, 2021.

In February 2023, City Council reappointed Judge Randall J. Davis, Judge Charles Tingle and Judge Fredrick Michael Goodbee as associate municipal court judges. At the same meeting, the City Council appointed two additional associate judges, Judge Carol Glowinsky and Judge Shannon D. Roy.

Per Resolution No. 2023-29, the terms of appointment for all the associate municipal judges is one year and expires March 31, 2024.

Judge Davis, Judge Goodbee, Judge Tingle and Judge Glowinsky have expressed an interest in continuing to serve Broomfield as an associate municipal judge. They are all licensed to practice law in Colorado, as required by the Code.

City Council has previously reviewed the qualifications and experience of each of these judges and found them fit and capable to serve. The resumes of the judges are linked in the previous appointment memos, and show that they are fit and capable of serving as associate municipal judges.

Additionally, Judge Donald S. Quick has expressed an interest in being appointed associate municipal court judges. His resume is attached.

These judges are available to assist with the court docket and fill in when Judge Bockman is unavailable. It is prudent to have multiple individuals available to preside over municipal court or a specific case if needed. The associate judges are paid at an hourly rate set by City Council and are only paid if called to serve.

Proposed Resolution 2024-30:

Reappoints Judge Davis, Judge Tingle, Judge Goodbee and Judge Glowinsky as associate municipal judges. Each of these judges have previously taken the oath required by B.M.C. Sec. 2-28-040.

Appoints Judge Donald S. Quick as associate municipal judge.

Sets the terms for all associate judges to end March 31, 2025, or until such time as a judge resigns or is terminated by Council, which termination may only be for cause as set forth in Charter 10.2. Council can reappoint the municipal judges as it deems necessary.

The hourly rate for the associate judges is \$90.00/hour. Associate Judges are only paid for their hours worked. This can be covered with existing budgeted funds.

Financial Considerations

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

Sources and Uses of Funds	Amount
Municipal Court Salaries - Full Time (01-15100-51110)	\$437,903
Municipal Court Salaries - Part Time Non-Benefited (01-15100-51230)	\$15,502
Total Funds Available	\$453,405

Prior Council or Other Entity Actions

[Resolution 2021-38](#) appointing Randall Davis as deputy municipal judge, effective from March 16, 2021 to March 16, 2023.

[Resolution 2021-30](#) appointing Amy Bockman as presiding municipal judge was approved by Council on March 16, 2021.

[Resolution 2022-44](#) appointing and reappointing Judge Davis, Judge Hardesty, Judge Fisher, Judge Brown, Judge Tingle, and Judge Goodbee.

[Resolution 2023-29](#) appointing and reappointing Judge Davis, Judge Goodbee, Judge Tingle, Judge Glowinsky and Judge Roy.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Based on the above, it is recommended...

That Resolution 2024-30 be adopted.

Alternatives

Not appoint the judges as requested or appoint less than the requested.

RESOLUTION NO. 2024-30

A Resolution appointing and reappointing Associate Municipal Judges

Section 1. Recitals.

Whereas, pursuant to Section 2-28-060 of the Broomfield Municipal Code provides that the City Council may appoint additional municipal judges from time to time as may be needed to transact the business of the court or to preside in the absence, sickness, or inability of the presiding municipal judge; and

Whereas, it is prudent to have multiple individuals available to preside over municipal court or a specific case in the event of absence, sickness, conflict, or inability of the presiding municipal judge or other associate judges to serve; and

Whereas, in March 2023, City Council appointed or reappointed Judge Randall Davis, Judge Charles Tingle, Judge Fredrick Goodbee, Judge Carol Glowinsky and Judge Shannon D. Roy as associate municipal judges; and

Whereas, the City Council set the term of appointment for each associate municipal judges at one year, and those terms expire March 31, 2024; and

Whereas, Judge Bockman, as presiding municipal judge, has requested the reappointment of four of the current associate municipal judges for a one year(s) term; and

Whereas, Judge Bockman, as presiding municipal judge, has requested the appointment of one new municipal judge, Donald S. Quick; and

Whereas, City Council has reviewed the qualifications and experience of Donald S. Quick and believes he is fit and capable of serving as an associate municipal judge; and

WHEREAS, City Council wishes to confirm its prior appointments of Judge Davis, Judge Tingle, Judge Goodbee, and Judge Glowinsky, and to appoint Judge Donald S. Quick as an associate municipal judge.

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

Section 2. Action.

- 2.1 The prior appointments of the following judges are confirmed for terms ending on March 31, 2025. These terms may be renewed and extended by Council:

- 3.a Judge Randall Davis
- 3.b Judge Charles W. Tingle
- 3.c Judge Fredrick Michael Goodbee
- 3.d Judge Carol Glowinsky

- 2.2 Judge Donald S.Quick is hereby appointed to serve as an associate municipal

judge for a term commencing March 31, 2024 and ending on March 31, 2025. His term may be renewed and extended by Council.

- 2.3 All appointed associate municipal judges may act in that capacity when called upon to do so by the presiding municipal judge or the City Council in the absence, sickness, or inability of the presiding municipal judge. These appointments are subject to the terms and limitations of the Broomfield Code.
- 2.4 Council hereby sets the compensation for associate municipal judges at an hourly rate of \$90.00. This is the set rate for all associate judges.
- 2.5 This resolution supersedes all previous resolutions and appointments made by City Council with respect to deputy/associate municipal judges. All other judicial appointments not specifically stated in this resolution are hereby withdrawn.

Section 4.

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

Approved on March 12, 2024.

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 of Broomfield

City Council Regular Meeting Memorandum

Public Hearing - Vista Highlands West Residential SDP and FP

Meeting	Agenda Group	
Tuesday, March 12, 2024, 6:00 PM	Action Items	Item: 7A
Presented By		
Anna Bertanzetti		
Community Goals		

Overview

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

The applicant, The Garrett Companies, has submitted an application requesting approval of a Comprehensive Plan Amendment, PUD Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan for a multi-family residential development located within the Highlands subdivision. The subject proposal is located to the south of W 169th Ave and east of Sheridan Pkwy. The project area is 16.79 acres and features three four-story buildings along with associated parking and improvements.

Attachments

Vista Highlands West - City Council Memo.pdf

2024-06 Vista Highlands West Residential FP_SDP.pdf

Summary

[View Correspondence](#)

The subject proposal is for a PUD Amendment, Comprehensive Plan Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan to allow for the construction of a 363 unit multi-family development. The proposal is located within the Highlands subdivision to the east of Sheridan Pkwy and south of W 169th Ave. The subject property was anticipated to be commercial development. The proposed PUD amendment will allow for the residential use at the site and establish development standards as applicable.

The request includes three four-story residential buildings along with associated parking, private drives, amenities and other necessary improvements. The proposal includes a total of 363 units which are a mix of one-, two- and three-bedrooms. A total of 91 of the units will be reserved as deed restricted income-aligned apartments. The on site amenities include a pool area, dog park, community garden and various landscape areas and pedestrian connections. The request includes four variances including a parking variance, open area variance and two sign variances.

Financial Considerations

The proposed residential development is inconsistent with the existing land use assumptions in the Comprehensive Plan, and the PUD Plan governing the site. The change from a fully commercial to only residential land use is projected by Broomfield to result in a net negative fiscal impact of over \$1.1M annually for the full proposed development. The change will result in both a change in the anticipated revenue and an increase in the estimated annual costs; the change in costs of programs and services increases both due to the scale and change to residential use only.

Prior Council or Other Entity Actions

April 27, 2004 - City Council and the Broomfield Urban Renewal Authority (BURA) approved the North Park West Urban Renewal Plan via [Ordinance No. 1768](#).

February 26, 2008 - City Council approved [Resolution Nos. 2008-9, 2008-10, 2008-11, 2008-6-UR and Ordinance No. 1869](#) approving a Comprehensive Plan Amendment, an Amendment to the I-25 Sub-Area Plan, the Highlands PUD Plan, Final Plat and Subdivision Improvement Agreement and a Cooperation and Redevelopment and Reimbursement Agreement.

July 10, 2018 - City Council approved [Resolution Nos. 2018-94 and 2018-95-UR](#) approving the Highlands Filing No. 1 Replat E, Final Plat, Site Development Plan/Urban Renewal Site Plan, and Subdivision Improvement Agreement.

February 16, 2021 a [Concept Review meeting](#) for a mixed-use development on the subject property was held.

Boards and Commissions Prior Actions and Recommendations

February 12, 2024 - The Land Use Review Commission recommended approval of [LURC 2024-1](#) by a vote of 6-0 with no conditions.

February 22, 2024 the Open Space and Trails Advisory Committee reviewed the public land dedication cash-in-lieu proposal and voted unanimously to support the request.

Proposed Actions / Recommendations

If the proposed application complies with applicable standards in the Broomfield Municipal Code:

Approval of Resolution No. 2024-06 and 2024-40-UR.

If the proposed plan does not comply with applicable standards in the Broomfield Municipal Code:

Postpone action on the resolution and continue to a date certain; or

Deny the application.

Alternatives

Based on testimony and evidence presented on the record at the public hearing:

If the proposed application complies with applicable Broomfield Municipal Code (BMC) review standards:

Approve the application as is or with conditions.

If the proposed plans do not comply with applicable BMC review standards:

Postpone action on the resolution and continue the hearing to a date certain; or

Deny the application

Project Website

<https://www.broomfieldvoice.com/highlands-residential>

Public Comment

https://drive.google.com/drive/folders/1L8EVJqMvHD_3lhLOkm_u_RFOd1hszeb-

Sustainability

The subject proposal has incorporated various sustainability elements to help further the City and County of Broomfield's goals in more environmentally friendly development as listed below:

- Rooftop Solar panels mounted to building 3
- Low water native and xeric plantings with minimal grass turf
- Low flow aerators and toilets to significantly reduce water usage
- Internal and external bicycle parking including secure spaces
- E-bike charging
- Electric Vehicle charging stations provided in accordance with City Code

Income-Aligned Housing

The subject proposal includes a total of 363 residential apartment units across the three multi-family

buildings. These units will be a mix of one- two- and three-bedrooms. A total of 91 of these units or 25% of the total unit count have been designated as deed restricted income-aligned apartments available for rent at 60% AMI. This will exceed the requirements established in the Broomfield Municipal Code which specifies that 20% of units must be income aligned, which would total 73 units for this development. The breakdown of income aligned units by bedroom type is proportionate to the market rate units as shown below. These units will be found throughout the three buildings and will be alike in finishes and quality to the market rate units.

Public Land Dedication (PLD)

The PLD is calculated at 24 acres / 1000 residents as set forth in the OSPRT Plan. Standard residential projects will typically include a combination of on-site and cash-in-lieu public land dedication unless otherwise discussed with staff. Based on the location of the site and the proximity to an existing park area directly north of W 169th, staff has determined that a full cash-in-lieu fee is appropriate for the subject parcel.

For entirely cash in lieu projects, CCOB generally requires 25% of the site area (3.7 acres) be paid at the appraised value of the land with the balance of the PLD obligation (12.93 acres) paid at a rate of \$80,000 per acre. The value of the land is determined based on appraised value for the unimproved property so the developer has subtracted the costs of the existing shared improvements that serve the greater Highlands development (a portion of the shared driveways, an existing shared parking area near CO7 and a shared detention pond). The subtracted improvements costs have been reviewed by staff and have resulted in a value of \$271,000/ac raw land value.

PUBLIC LAND DEDICATION SUMMARY		
OBLIGATION (PLD FORMULA AND PROJECT CALCULATION)	METHODOLOGY (APPLYING PLD OBLIGATION AS PUD PLAN REQUIREMENT)	PLD PROVIDED
<p>FORMULA: THE PUBLIC LAND DEDICATION OBLIGATION IS CALCULATED AT 24 ACRES PER 1,000 RESIDENTS.</p> <p>PROJECT CALCULATION: 363 UNITS X 1.91 PERSONS PER UNIT = 693 PEOPLE 693 PEOPLE X 24 ACRES / 1000 PERSONS = 16.63 ACRES TOTAL PLD OBLIGATION</p>	<p>FOR PROJECTS WITH 20 DWELLING UNITS PER ACRE OR MORE, A MINIMUM OF 25% OF THE GROSS RESIDENTIAL LAND AREA SHALL BE MET WITH A DEDICATION OF PUBLIC LAND.</p> <p>14.79* ACRES X 0.25 = 3.70 AC (TOTAL MINIMUM PLD)</p> <p>CASH-IN-LIEU PAYMENT CALCULATION: RATE (FOR MINIMUM PLD): \$271,549 / AC RATE (TOTAL PLD OBLIGATION MINUS MINIMUM PLD): \$80,000 / AC ((16.63 AC - 3.70 AC) X \$80,000 / AC) + (3.70 AC X \$271,549 / AC) = \$2,039,131</p>	<p>DEDICATION: 0 AC</p> <p>CASH-IN-LIEU: \$2,039,131 (FULL AMOUNT)</p>

To determine the site area, the developer identified that portions of the property are shared spaces and are shared with the adjoining properties. These shared spaces include the detention pond, the shared drives and the lower parking spaces adjacent to CO7. The Developer counted these drive areas at a rate of 56% toward land area as their development is 56% of the greater Highlands Filing No.1 Replat E subdivision. The shared parking area was counted at 0% as it is unlikely to be used by this development and will include signage allowing for 24 hour bus rapid transit parking. This resulted in a total site area of 14.79 acres for the purpose of calculating the PLD.

The total cash-in-lieu fee is therefore \$2,039,131 (\$1,004,731 for 3.7 acres at the appraised land value and \$1,034,400 for 12.93 acres at the \$80,000 PLD rate).

The Open Space and Trails Advisory Committee has reviewed the request and voted unanimously to approve the cash-in-lieu dedication fee. The Parks, Recreation and Senior Services staff have reviewed the request and found no concerns with the proposal.

Schools

The St. Vrain Valley School District serves this area of Broomfield. The school district reviewed the proposal in terms of available school capacity, and noted that based on the proposed 363 additional dwelling units, this will result in an additional 90 students. The district also indicated that Highlands Elementary, Soaring Heights Middle School and Erie High School will exceed the benchmark as a result of this proposed development.

A 7.34-acre tract of land, located at the northwest corner of the Highlands PUD has been dedicated to Broomfield and is reserved for a future school site for the St. Vrain Valley School District. The site will be deeded to the school district when the district decides to move forward with a school at this location.

In addition, Broomfield collects service expansion fees (SEF) for all residential developments. The SEF is calculated at a rate of \$1 per finished square foot and is intended to be used on joint use facilities with the school district.

Key Issues Identified By Staff

Staff has identified the following key issue with the proposal:

- Consistency with the *Highlands PUD Plan*, *2016 Comprehensive Plan* and *Long Range Financial Plan*
 - The Comprehensive Plan designates the area proposed for the residential development as “Commercial.” The applicant has submitted a request for an amendment to the Comprehensive Plan to designate the project area as “Mixed-use Commercial” which would permit residential uses. Additionally, the development has proposed a PUD amendment as the Highlands PUD plan also designates this area for commercial use. The project is anticipated to result in a negative annual fiscal impact (as described under the subheading, entitled “Long Range Financial Plan”) as residential development typically costs more for Broomfield to support than commercial development. While there is expected to be a negative impact to Broomfield’s LRFP, the 363-unit apartment complex would add to housing diversity in Broomfield by providing 91 on-site affordable housing units integrated within the development, new population density needed to support a future bus rapid transit station that is desired by residents and planned along CO 7. Increasing the population density in this location will also help to support the commercial businesses that are currently developed or under construction.

The developer’s justification for this amendment is outlined in a fiscal impact analysis prepared by THK Associates, Inc., and provided by the applicant, that analyzed the market potential of the site. The report determined the site was an ideal location for an apartment community as opposed to commercial development. It also determined that there was an oversupply of commercial space in this area and that the site proposed for the apartment complex would be unlikely to develop until after the land fronting CO7 is developed. A link to that analysis can be found [here](#).

Links to Application Materials

- [Narrative](#)
- [Comprehensive Plan Update](#)

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

Supplemental Documents

- [Fiscal Impact Analysis](#)

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Review Standards

The City Council reviews the PUD Plan, Final Plat and Site Development Plan / Urban Renewal Site Plan based on the following provisions of the Broomfield Municipal Code:

PUD Plan

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

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

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

- (A) Within thirty days of the conclusion of its public hearing on the PUD plan, the city council shall adopt a resolution of approval, disapproval, or referral back to the land use review commission for further study. Once the city council issues a decision, the decision shall not be effective until 15 calendar days after the date of the decision. No documents shall be recorded and no permits based on the decision shall be issued until after the 15 day period has expired.
- (B) The PUD plan shall include a legal description of the real property within the boundaries of the PUD plan and a vicinity map showing the location in the city of the PUD plan, which shall be recorded in the office of the director of recording, elections, and motor vehicles.

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

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

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

- (J) The proposal should adequately provide for an organization for ownership and maintenance of any common areas.
- (K) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.

17-38-130 - PUD plan; modification.

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

Final Plat

16-20-050 Final plat; hearing and notice; land use review commission.

The land use review commission shall hold a public hearing on the final plat. Notice shall be given in accordance with the provisions of chapter 17-52. (Ord. 724 §1, 1987; Ord. 1111 §9, 1995; Ord. 1935 §20, 2011)

16-20-060 Final plat; decision; land use review commission.

- (A) The land use review commission shall adopt a resolution to approve, approve with conditions, or deny the proposed final plat, based on the review standards set forth in section 16-20-090, B.M.C. Once the land use review commission issues a decision, the decision shall not be final, and the final plat shall not be recorded and no permits based upon the decision shall be issued, for 15 calendar days after the date of the decision, in order to allow time for the applicant to appeal, or for the city council to call-up the decision for further review, pursuant to section 16-20-065, B.M.C.
- (B) Notwithstanding the above, in such cases where an applicant is seeking approval of any of the following documents in addition to the final plat, the final decision on the final plat shall be made by the city council:
 - (1) A site development plan for seven acres or greater;
 - (2) An urban renewal site plan for seven acres or greater;
 - (3) A use by special review that includes any oil and gas facilities or wireless communications facilities as an approved use; and
 - (4) A development agreement, reimbursement agreement, subdivision improvement agreement, or improvement agreement requiring a financial incentive or financial obligation to be paid by the city.
- (C) For any final plat that requires final approval by the city council pursuant to subsection (B) herein, the land use review commission shall adopt a resolution recommending approval, disapproval, or conditional approval of the final plat, which shall be referred to the city council for final decision.

16-20-090 Review standards

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

16-16-110 Review standards.

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

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

Site Development Plan

17-38-180 - Site development plan; hearing and notice; land use review commission.

The land use review commission shall hold a public hearing on the site development plan. Notice shall be given in accordance with the provisions of chapter 17-52, B.M.C.

17-38-190 - Site development plan; recommendation or decision; land use review commission.

- (A) Within thirty days of the conclusion of its public hearing, the land use review commission shall adopt a resolution to approve, approve with conditions, or deny the proposed site development plan, based on the applicable factors noted in section 17-38-220, B.M.C. Once the land use review commission issues a determination, the determination shall not be final, and no permits based upon the determination shall be issued, for 15 calendar days after the date of the determination, in order to allow time for the applicant to appeal, or for the city council to call-up the determination for further review, pursuant to section 17-38-195, B.M.C. If the decision is for conditional approval, the conditions under which the site development plan would be acceptable shall be set forth.
- (B) Notwithstanding the above, in such cases where an applicant is seeking approval of any of the following, either as a part of an application for a site development plan or in relation thereto, the final decision on the site development plan shall be made by the city council:
 - (1) A site development plan for seven acres or greater;
 - (2) An urban renewal site plan for seven acres or greater;
 - (3) A use by special review that includes any oil and gas facilities or wireless communications facilities as an approved use; and
 - (4) A development agreement, reimbursement agreement, subdivision improvement agreement, or improvement agreement requiring a financial incentive or financial obligation to be paid by the city.

- (C) For any site development plan that requires final approval by the city council pursuant to subsection (B) herein, following a public hearing, the land use review commission shall adopt a resolution recommending approval, disapproval, or conditional approval of the site development plan, which shall be referred to the city council for final decision.

17-38-195 - Site development plan; appeal; call-up by city council.

- (A) Appeal.
- (1) The decision of the land use review commission to approve, approve with conditions, or deny a site development plan may be appealed to the city council by the applicant or other interested party. An appeal shall be filed in writing with the planning director not more than fifteen days after the action taken by the land use review commission. The appeal shall state all reasons for dissatisfaction with the action of the land use review commission.
 - (2) The city council shall hold a noticed public hearing on the appeal. The decision by the city council to approve or deny a site development plan shall be final and binding. The accepted appeal will be placed on the first possible public hearing agenda, to be determined and coordinated by the city clerk's office. City council shall hold a public hearing on the proposed site development plan application and approve, approve with conditions, or deny the proposed site development plan, based on the applicable approval criteria in section 17-38-220, B.M.C.
- (B) Call-up by city council.
- (1) At the same time a decision concerning the site development plan is provided to the applicant, the planning director shall forward to the city council a written statement including at a minimum the following:
 - (a) The location of the affected property
 - (b) A description of the proposed site development plan
 - (c) Summary of public comments submitted regarding the application
 - (d) The basis for the land use review commission's decision
 - (2) Upon receiving the planning director's statement, and no later than 15 calendar days after the date of the approval, a city councilmember may call-up the commission's decision for review before the city council.
 - (a) The city council shall review the commission's determination at a public hearing held as soon as practical after the commission's decision. Prior written notice of this hearing shall be provided to the applicant and the public pursuant to chapter 17-52, B.M.C.
 - (b) At the public hearing, the city council shall consider evidence related to the commission's decision, which may be presented by the city manager or designee, the applicant, or interested members of the public. The city council shall not be limited in their review to the subject of the call-up, but may review any aspect or component of the application that was called-up. Based upon this evidence, the city council may affirm the commission's decision, alter conditions, add new conditions, or reverse the commission's determination on any aspect of the site development plan application. No site development plan that is the subject of a call-up shall be recorded, and no permits based upon the site development plan shall be issued, until such time that a public hearing has been conducted by the city council and a final decision approving the site development plan has been made by the city council.

17-38-220 - Review standards.

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

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.

- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should include any common areas serving the site, and adequate provisions should be made for the ownership and maintenance of such areas.
- (J) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
- (K) The proposal should be consistent with the approved PUD plan.
- (L) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

17-38-230 - Modification.

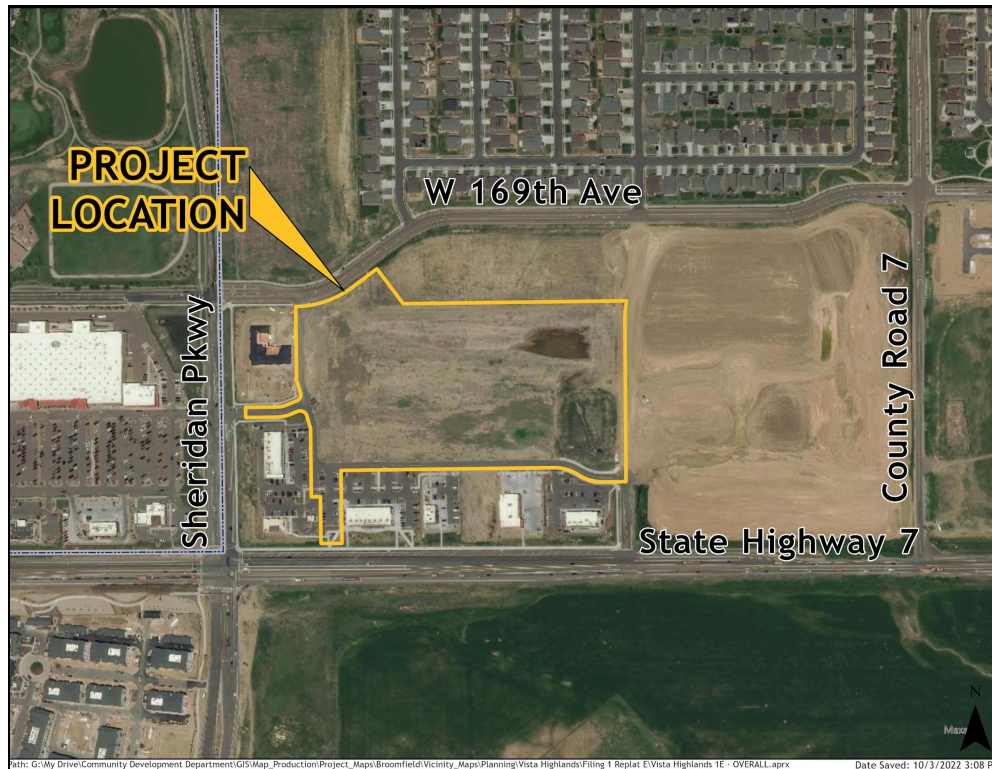
- (A) The city manager or his or her designee may approve modifications to the site development plan if he or she determines the modifications are generally consistent with the approved PUD plan and site development plan. Such modifications are also restricted to the following categories and limits:
 - (1) Floor area ratios, number and density of dwelling units, building coverage, and overall exterior dimensions may be decreased by any amount or may be increased by not more than 10%.
 - (2) Minimum lot sizes and open area may be increased by any amount or may be decreased by not more than 10%.
 - (3) Parking and drive coverage may be changed by not more than 10%.
 - (4) Location, species, and size of new trees and shrubs, and location and type of turf, ground cover, planting areas, retaining and decorative walls, fences, and similar structures can be changed, provided that materials remain equivalent and locations remain appropriate.
 - (5) The grading plan may be changed, provided that the city engineer determines there is a sound engineering basis for such change.
 - (6) Other modifications may be made if, in the opinion of the city manager or his or her designee, they are minor in scope, will not have a detrimental effect on the neighborhood or the project, and satisfy the review standards of section 17-38-220.
- (B) Except as provided in subsection (A) of this section, any modification to an approved site development plan requires the same review by the land use review commission and the city council as the original site development plan.
- (C) At the discretion of the city manager or his or her designee, a formal or informal hearing may be conducted to assist in making findings relevant to modifications permitted by this section. All costs of notification and hearing shall be borne by the proponent of, or applicant for, the modification.

- (1) The proposal should be consistent with the purposes and standards of this Plan and the 1-25 Sub-Area Plan.
- (2) The proposal should identify and specify factors that minimize potential negative impacts on nearby properties.
- (3) The proposal should identify and specify factors that maximize potential positive impacts on nearby properties.
- (4) The proposal should include adequate facilities for pedestrians, bicyclists and motorists.
- (5) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (6) The land uses within the proposal should be compatible with one another.
- (7) The proposal should include any common areas serving the site, and contain adequate provisions for ownership and maintenance of such areas.
- (8) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (9) The proposal is consistent with the I-24 Sub-Area Plan Guidelines and Standards.
- (10) Residential designs should be consistent with the City's Residential Design Guidelines.

OVERVIEW OF APPLICATION

The applicant, The Garrett Companies, has submitted an application requesting approval of a Comprehensive Plan Amendment, PUD Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan for a multi-family residential development located within the Highlands subdivision. The subject proposal is located to the south of W 169th Ave and east of Sheridan Pkwy. The project area is 16.79 acres and features three four-story buildings along with associated parking and improvements.

The proposal includes a total of 363 residential units; the residences will be a mix of one-, two- and three-bedroom units. A total of 25 percent of the development or 91 units will be set aside for income aligned housing, exceeding the requirements of the Broomfield Municipal Code. Upper level units have access to balcony spaces and ground floor units have private fenced areas which may be used as dog runs. The proposal additionally includes gathering areas for residents to enjoy including a pool, dog park, community garden and improved stormwater detention area with landscaping, sidewalks and seating.



Vista Highlands West Residential Location

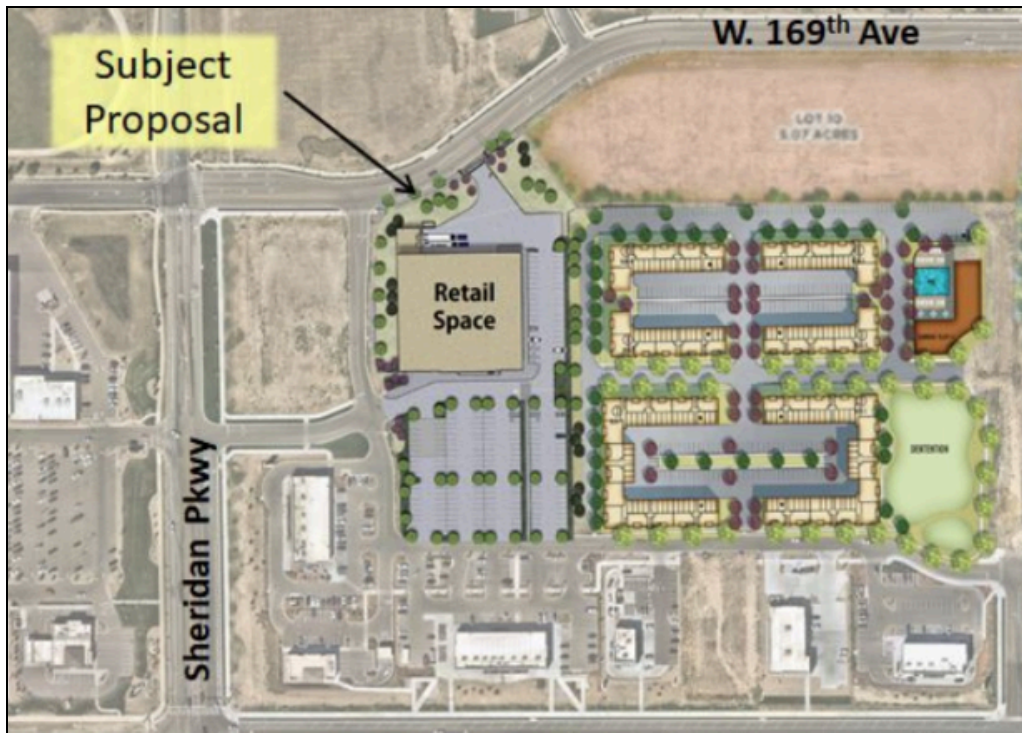
Property Owner and Applicant

Property Owner: EVT 7th and Sheridan LLC

Applicant: The Garrett Companies

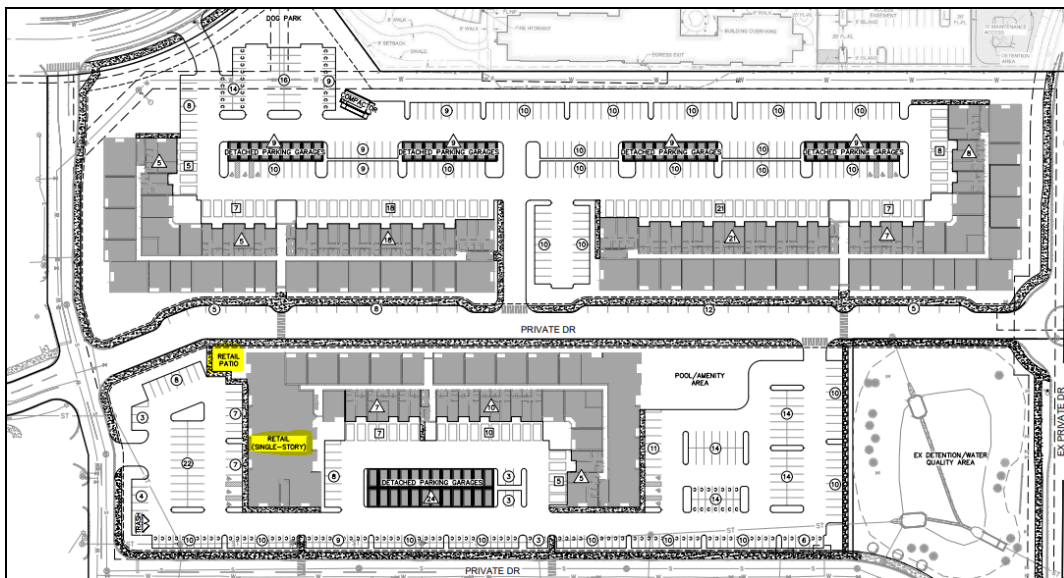
Concept Review Plans

In February 2021 a concept review meeting was held to discuss a mixed-use proposal by a separate applicant for the project site. The plan included the development of a 43,308 square foot retailer and 228 multi-family apartment units. Key issues identified with this concept review proposal included a proposed parking variance, an ongoing public land dedication discussion, and inconsistencies with the long range financial plan and comprehensive plan. This application did not move forward.



Previous Concept Review

A virtual concept review for the current proposal was held through the [Broomfield Voice](#) platform during the summer of 2022. At the time of this concept review the proposal included a small commercial component and has since been revised to residential only. General site design and layout has remained consistent since this concept review as shown below.



Concept Review Plan - Retail Portion Highlighted

Comments received by council and residents are summarized below:

- General concern related to the negative impact on the long range financial plan as the site was originally intended for commercial use.
- Concern related to pedestrian safety in the surrounding intersections. This proposal has been reviewed by the City Traffic Engineer and no additional roadway improvements have been required however a pedestrian crossing with a lighted beacon has been added from the site to the proposed park to the north of W 169th Ave.
- Question related to sustainability initiatives such as EV parking and solar panels, both of which have been included in this proposal.
- General comments that too many apartments have been developed in this portion of Broomfield and a request for an additional grocer to be constructed.

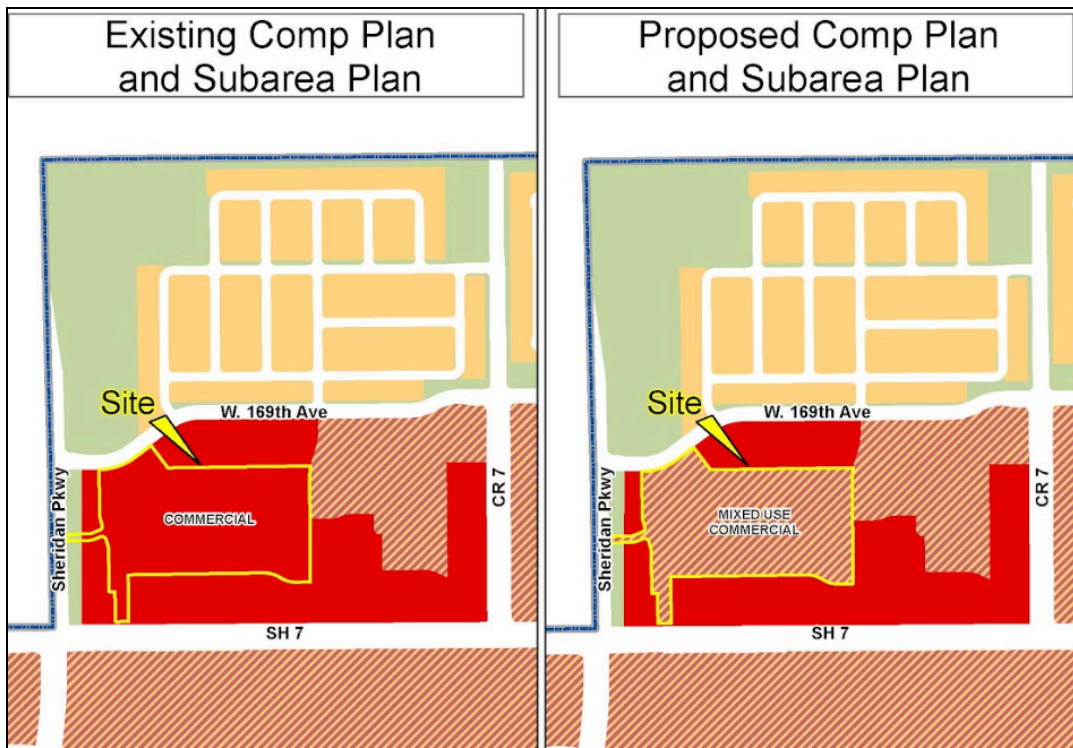
APPLICABLE CITY AND COUNTY OF BROOMFIELD PLANS

Relationship to Comprehensive Plan

The Broomfield Comprehensive Plan designation for the project location is Commercial. The proposal for residential use on the parcel designated for Commercial is inconsistent with the Comprehensive Plan land use map.

The Comprehensive Plan land use map is proposed for amendment to change the “Commercial” land use designations to “Mixed Use Commercial” to allow for the addition of residential uses to the site. Primary uses within this designated land use include commercial, employment, and multi-family or single-family attached residential uses. Further, as a guideline, no more than 30 percent of the land area within this district should be utilized for residential uses unless approved through the PUD process.

While the area designated for mixed use commercial would primarily be developed with multi-family residential development, the overall Highlands PUD area is developing as mixed use community and includes a park site and single-family residential development north of W. 169th Ave with the apartments planned south of W. 169th Ave and commercial development provided along the higher visibility roadways of Sheridan Parkway and CO 7.



Goals and Policies

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

- **Policy HO-B:** *Encourage an adequate supply of affordable/attainable housing for lower-income households.*
- **Goal HO-C:** *Encourage a diversity of populations within developed areas by providing a variety of housing types that serve a broad spectrum of households.*
- **Goal LU-C: Residential Neighborhoods** - *“Continue to encourage and support community of neighborhoods containing a variety of housing types while maintaining existing single-family residential areas of Broomfield.”*

Financial Plan

The proposed residential development is inconsistent with the existing land use assumptions in the Comprehensive Plan, and the PUD Plan governing the site. The change from a fully commercial to only residential land use is projected by Broomfield to result in a net negative fiscal impact of over \$1.1M annually for the full proposed development. The change will result in both a change in the anticipated revenue and an increase in the estimated annual costs; the change in costs of programs and services increases both due to the scale and change to residential use only.

The previous planned development, as described in the Concept Plan reviewed on February 16, 2021 included a mix of uses (43,300 square feet of retail and 63% of the currently proposed residential units). These changes increase the negative net annual fiscal impact resulting from this proposed development.

Economic Outcomes

The community economic impact from the proposed development is varied. As noted earlier, the proposed development increases the demand for amenities and services in the area - including retail, restaurants, and

business services as well as increases the density and demand for multi-modal transportation (such as bus-rapid transit). The increased population of an estimated nearly 750 residents, of a mix of ages and income, leads to a strengthening of the local market. Even with the changes in retail demand, due to online/delivery options, the new residential population will lead to a growing market for key neighborhood services and businesses. The specific development will not include any retail or restaurants, which leads to the fiscal impact on the Financial Plan.

Additionally, the 91 income-restricted residential units provide key affordable housing for residents and employees, both in the immediate area and the Broomfield community.

Neighborhood/Subarea plan

The Highlands PUD plan is located within the I-25 Sub-Area Plan. Council adopted the I-25 Sub-Area Plan to help achieve several common goals, such as to:

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

The application is consistent with the land uses shown in the I-25 Sub-Area plan, which designates the subject site as “Mixed-Use Commercial.” Multi-family uses are permitted within this designation.

Urban Renewal Plan

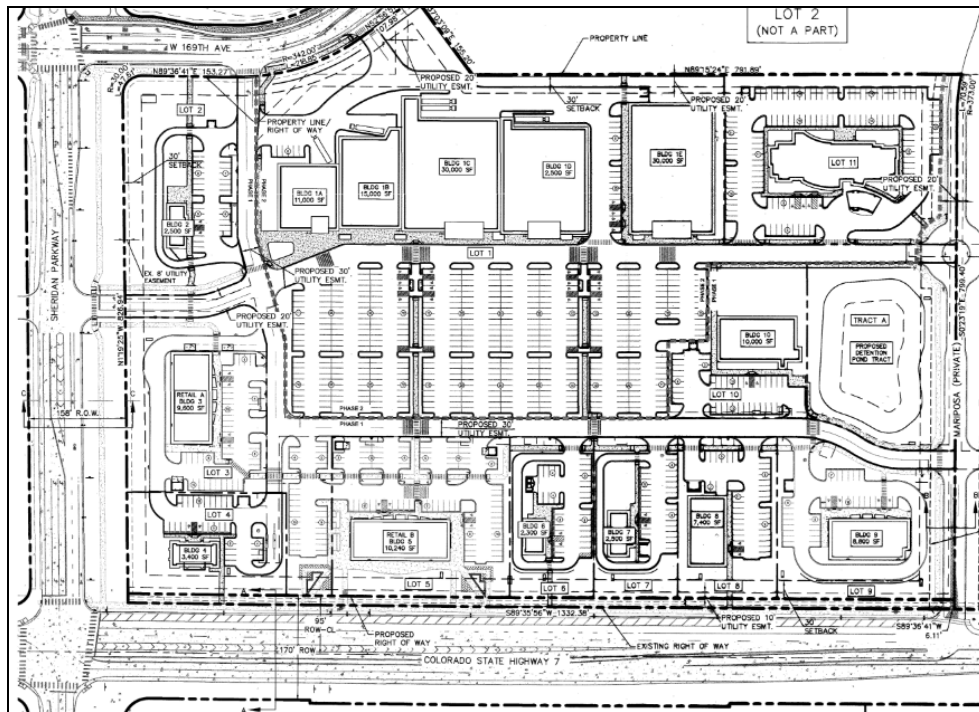
The subject property is within the North Park West Urban Renewal Area, which permits multifamily. The proposed development is consistent with the Urban Renewal Area Plan. The proposal is also consistent with the design standards within the I-25 sub-area plan and the City residential design standards as required by the Urban Renewal Plan upon approval of the variance discussed more in depth below.

ZONING, PREVIOUSLY APPROVED PLANS AND STATUS OF THE DEVELOPMENT

Zoning and Previously Approved Plans

The project area is currently zoned Planned Unit Development (PUD) and is located within the Highlands Subdivision. The Highlands PUD plan and associated plat was approved in February 2008 and designated the subject area as commercial which does not permit multi-family development. A PUD plan text amendment has been proposed to permit the residential development.

In July 2018 a Site Development Plan for Highlands Filing No. 1 Replat E was approved by City Council which included the project site and surrounding commercial parcels. At the time of this approval, the project area was designated as a phase II of the development, subject to a future SDP, however was anticipated to be developed as commercial - most likely a mixture of retail, services and restaurant.



Highlands Filing No. 1 Replat E SDP

Status of the Development

The subject parcels currently feature existing infrastructure constructed to serve the site as well as the greater Vista Highlands development area. This includes an existing shared parking area, an east-west internal drive, a north south internal drive (Mariposa St) and a stormwater detention pond. The remainder of the site is vacant.

AREA CONTEXT

The 16.79 acre property is located to the south of W 169th Ave, generally east of Sheridan Pkwy and north of CO 7. To the north of this site is an approved senior living facility that is currently under construction. To north of W 169th Ave is the existing 210-unit Highlands single-family residential subdivision. To the south along CO 7 are a number of commercial lots including multi-tenant retail buildings and pad sites that include a Panda Express, Chase Bank, and Autozone. The properties to the east and adjacent to CO 7 are under construction for an Ent Credit Union, a fast food restaurant and a medical office. The property immediately to the east has been approved as a multi-family development referred to as Highlands Fairfield. A park is planned to the northwest and will be completed concurrent with the Highlands Fairfield project.



Project Location - Vista Highlands West

Surrounding Land Uses

	ADJACENT USE / ZONING	COMPREHENSIVE PLAN DESIGNATION
North	PUD / Senior Living	Commercial
South	PUD / Commercial	Commercial
East	PUD / Residential	Mixed-Use Commercial
West	R-1 / Park	Open Lands

CURRENT APPLICATION - DETAILED DESCRIPTION AND STAFF REVIEW

Description

The subject proposal is for a PUD Amendment, Comprehensive Plan Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan to allow for the construction of a 363 unit multi-family development. The proposal is located within the Highlands subdivision to the east of Sheridan Pkwy and south of W 169th Ave. The subject property was anticipated to be commercial development. The proposed PUD amendment will allow for the residential use at the site and establish development standards as applicable.

The request includes three four-story residential buildings along with associated parking, private drives, amenities and other necessary improvements. The proposal includes a total of 363 units which are a mix of one-, two- and three-bedrooms. A total of 91 of the units will be reserved as deed restricted income-aligned apartments. The on site amenities include a pool area, dog park, community garden and various landscape

areas and pedestrian connections. The request includes four variances which are discussed in greater detail later in this memorandum.

Background/Base Data

PROPERTY OWNERS	Evt 7th and Sheridan
APPLICANT	The Garrett Companies
PROPERTY LOCATION	South W 169th Ave, East of Sheridan Pkwy
PROPERTY SIZE	16.79 Acres
CURRENT ZONING	PUD
PROPOSED ZONING	PUD
CURRENT LAND USES	Parking, Internal Drives, Detention
PROPOSED LAND USES	Multi-Family Residential
COMPREHENSIVE PLAN DESIGNATION	Commercial

Land Use Summary

The following is a composite land use summary table and graphic for the proposed community.

VISTA HIGHLANDS WEST RESIDENTIAL COMPOSITE LAND USE SUMMARY		
Land Use Coverage	Approximate Acreage of Site Coverage	% Total
Building Area	3.31	19.7%
Streets/Alleys/Parking	7.34	43.7%
Open Area	6.14	36.6%
Total	16.79 Acres	100%

Site Layout

The subject proposal includes three four-story residential buildings and associated improvements and amenities within a 16.79 acre project area. The site will be bisected by a new private drive with two L-shaped residential buildings located to the north of the drive and one U-shaped building located to the south. Parking will be located throughout the site including within covered spaces and private garages. Access to the site will be provided through four ingress/egress points, one to the north, one to the west and two to the east.

An existing stormwater detention pond is included in the project area and will be further improved with additional landscaping, sidewalks and seating spaces. A pool and amenity area will be located to the east of the southern building which will include covered seating, a game lawn and grilling spaces.



Site Plan - North is to Top

Final Plat

The application includes a final plat for the 16.79 acre project area. The final plat will combine three existing lots to create one parcel for the proposed residential development, a private tract for the detention area and the necessary easements.

Income-Aligned Housing

The subject proposal includes a total of 363 residential apartment units across the three multi-family buildings. These units will be a mix of one- two- and three-bedrooms. A total of 91 of these units or 25% of the total unit count have been designated as deed restricted income-aligned apartments available for rent at 60% AMI. This will exceed the requirements established in the Broomfield Municipal Code which specifies that 20% of units must be income aligned, which would total 73 units for this development. The breakdown of income aligned units by bedroom type is proportionate to the market rate units as shown below. These units will be found throughout the three buildings and will be alike in finishes and quality to the market rate units.

RESIDENTIAL UNIT DATA			
UNIT TYPE		TOTAL	PERCENT OF TOTAL
MARKET RATE	1-BEDROOM	116	32%
	2-BEDROOM	116	32%
	3-BEDROOM	40	11%
INCOME- ALIGNED	1-BEDROOM	38	10%
	2-BEDROOM	39	11%
	3-BEDROOM	14	4%
GRAND TOTAL		363	100%

Staff will prepare a memorandum of understanding, a rental covenant and subdivision improvement agreement outlining the terms of the affordability of the units. These documents will be recorded with the City and County of Broomfield.

Sustainability

The subject proposal has incorporated various sustainability elements to help further the City and County of Broomfield's goals in more environmentally friendly development as listed below:

- Rooftop Solar panels mounted to building 3
- Low water native and xeric plantings with minimal grass turf
- Low flow aerators and toilets to significantly reduce water usage
- Internal and external bicycle parking including secure spaces
- E-bike charging
- Electric Vehicle charging stations provided in accordance with City Code

School Impacts

The St. Vrain Valley School District serves this area of Broomfield. The school district reviewed the proposal in terms of available school capacity, and noted that based on the proposed 363 additional dwelling units, this will result in an additional 90 students. The district also indicated that Highlands Elementary, Soaring Heights Middle School and Erie High School will exceed the benchmark as a result of this proposed development.

A 7.34-acre tract of land, located at the northwest corner of the Highlands PUD has been dedicated to Broomfield and is reserved for a future school site for the St. Vrain Valley School District. The site will be deeded to the school district when the district decides to move forward with a school at this location.

In addition, Broomfield collects service expansion fees (SEF) for all residential developments. The SEF is calculated at a rate of \$1 per finished square foot and is intended to be used on joint use facilities with the school district.

Traffic Report and Area Improvements

Based on the traffic report, the subject proposal should successfully be incorporated into the existing and future roadway network. As shown in the table the proposal will result in a significant reduction in anticipated traffic from the intended commercial development at the site. Large commercial centers often result in higher levels of daily traffic associated with the number of user visits to the site to complete shopping trips.

Use and Size	Daily Vehicle Trips	Weekday Vehicle Trips					
		AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Original Total Site Generated Trips	10,246	300	245	545	408	411	819
Current Proposal - ITE 11th Edition							
Multifamily Mid-Rise Housing (ITE 221) – 363 Dwelling Units	1,650	31	103	134	87	55	142
Net Difference in Trips	-8,596	-269	-142	-411	-321	-356	-677

The City of Erie is currently working on a project to signalize the W. 169th Ave and Sheridan Parkway Intersection. They are targeting late summer/early fall 2024 for construction. This signal should help address some existing traffic concerns as well as traffic created by future developments along this corridor. Several roadway improvements are currently in various stages of review and construction along the CO 7 corridor between Sheridan and I-25 which will help to improve pedestrian and vehicle safety. The image below ([link to enlarged image](#)) provides a high level summary of these improvements and their general timeline.



Vehicular Access, Circulation, and Parking

The site is served by four vehicular ingress and egress points, one located off of Sheridan Pkwy at the western side of the project, one off of W 169th to the North and two off Mariposa St to the east. There is an existing shared drive located on the property which provides access to the adjacent commercial buildings and Mariposa Street will provide a connection east through the Fairfield residential development and adjacent commercial properties.

Parking will be found throughout the site, generally surrounding the multi-family buildings and along the central drive. Based on the requirements of the Broomfield Municipal Code, the minimum number of spaces permitted for the site would be 383 and the maximum allowance would be 479. The proposal includes a total of 499 spaces for the residential use exceeding the requirements in the Broomfield Municipal Code. A variance has been requested to allow for the construction of the additional parking spaces. The applicant has identified that the parking increase is based on available data regarding parking needs for similar existing projects.

The property features an additional 30 spaces located at the southernmost point of the parcel which have not been included in the overall parking count for the residential use. This existing parking area has been constructed by the master developer and, while located on the subject parcel, is intended to be a shared parking area primarily for the commercial uses. The applicant and current property owner (master developer) have agreed to grant an easement and allow Broomfield to install signage identifying that the spaces may be utilized for parking for future bus rapid transit (BRT) users. These parking spaces are directly north of CO 7 and have pedestrian access to the proposed location for the future BRT stop.



Shared Parking Location

The subject proposal is required to provide electric vehicle (EV) parking consistent with Broomfield’s adopted Electric Ready and Solar Ready Code. This will include a total of 159 EV capable light spaces, 53 EV capable spaces, 80 EV ready spaces and 27 EV installed spaces.

As of January 1, 2024, Broomfield now requires both short and long term bicycle parking for multifamily residential developments. A total of 109 long term parking spaces and 25 short term spaces are required for this site. The number of bicycle parking spaces required by the Broomfield Municipal Code has been met.

	Required	Proposed
Long Term Bicycle Parking Spaces	<p>Each Garage is considered an opportunity for long term bicycle parking (145 garages)</p> <p>109 Additional Long Term Bicycle Spaces (locker, locked enclosure, or supervised area within a building or weather protected enclosure providing an extra layer</p>	<p>145 Garage Spaces</p> <p>144 individual secure storage units provided at ground level for tenants to rent</p> <p>36 inverted U-racks within shared storage rooms. Each room has pre-installed inverted U-bike</p>

	of security)	racks. Storage in these rooms is free to residents and residents can provide their own locks to secure bikes. Residents need to use a fob to enter the shared storage room.
Short Term Bicycle Parking Spaces	25 short term spaces	28 short term spaces

Transit Access and Walkability

Currently, there are no set transit services (regular bus service) in Broomfield north of W. 144th Ave. The I-25 Sub-Area Plan anticipates future transit service within the area and includes a goal to "orchestrate development patterns to promote maximum opportunity for implementation of transit facilities and other alternative forms of transportation." In addition, the Colorado Department of Transportation's 2014 Planning and Environmental Linkage study provided recommendations and implementation steps for multi-modal transportation improvements along the entire length of the CO 7 corridor that were adopted by the corridor communities.

The Regional Transportation District's (RTD's) North Area Mobility Study (NAMS) recommended CO 7 include Bus Rapid Transit (BRT) at build-out. This key east-west BRT corridor will provide service from Brighton to Boulder, and will address the requests of Broomfield residents to have bus service on this corridor. As part of the planning, potential BRT Stations were recommended and the intersection of CO 7 and CR 7 was determined to be a possible key location for a future station with corridor stakeholders. A BRT station provides a branded waiting area with a shelter and amenities such as ticket vending machines and real time information display boards (it is not a Park-n-Ride). Stations are anticipated to include bike parking. The proposal is located north of CO 7 and the subject BRT corridor. Additionally, a regional mobility transit hub is planned at CO 7 and I-25. As mentioned above, the existing 30 parking spaces at the southernmost portion of the site will allow for BRT parking. This is a significant step toward meeting the need for parking for the BRT and staff believes providing 30 spaces on the north and south side of CO7 will be an appropriate number of spaces for the first phase of service on CO7.

The project includes internal walkways and connections to the existing sidewalks within public rights-of-way and provides access to adjacent developments which include restaurants, retail stores, banking facilities, and a grocery store. A designated pedestrian crosswalk that includes a rapid flashing beacon sign will be constructed at the north property line to provide pedestrian access across W 169th Ave. This crosswalk will allow for residents to go to and from the park and allow for residents of the single-family residences to cross into the Highlands Filing No.1 Replat E development area.

Public Land Dedication (PLD)

The PLD is calculated at 24 acres / 1000 residents as set forth in the OSPRT Plan. Standard residential projects will typically include a combination of on-site and cash-in-lieu public land dedication unless otherwise discussed with staff. Based on the location of the site and the proximity to an existing park area directly north of W 169th, staff has determined that a full cash-in-lieu fee is appropriate for the subject parcel.

For entirely cash in lieu projects, CCOB generally requires 25% of the site area (3.7 acres) be paid at the appraised value of the land with the balance of the PLD obligation (12.93 acres) paid at a rate of \$80,000 per acre. The value of the land is determined based on appraised value for the unimproved property so the developer has subtracted the costs of the existing shared improvements that serve the greater Highlands development (a portion of the shared driveways, an existing shared parking area near CO7 and a shared detention pond). The subtracted improvements costs have been reviewed by staff and have resulted in a value of \$271,000/ac raw land value.

PUBLIC LAND DEDICATION SUMMARY		
OBLIGATION (PLD FORMULA AND PROJECT CALCULATION)	METHODOLOGY (APPLYING PLD OBLIGATION AS PUD PLAN REQUIREMENT)	PLD PROVIDED
<p><u>FORMULA:</u> THE PUBLIC LAND DEDICATION OBLIGATION IS CALCULATED AT 24 ACRES PER 1,000 RESIDENTS.</p> <p><u>PROJECT CALCULATION:</u> 363 UNITS X 1.91 PERSONS PER UNIT = 693 PEOPLE</p> <p>693 PEOPLE X 24 ACRES / 1000 PERSONS = 16.63 ACRES TOTAL PLD OBLIGATION</p>	<p>FOR PROJECTS WITH 20 DWELLING UNITS PER ACRE OR MORE, A MINIMUM OF 25% OF THE GROSS RESIDENTIAL LAND AREA SHALL BE MET WITH A DEDICATION OF PUBLIC LAND.</p> <p>14.79* ACRES X 0.25 = 3.70 AC (TOTAL MINIMUM PLD)</p> <p><u>CASH-IN-LIEU PAYMENT CALCULATION:</u> RATE (FOR MINIMUM PLD): \$271,549 / AC RATE (TOTAL PLD OBLIGATION MINUS MINIMUM PLD): \$80,000 / AC</p> <p>((16.63 AC - 3.70 AC) X \$80,000 / AC) + (3.70 AC X \$271,549 / AC) = \$2,039,131</p>	<p><u>DEDICATION:</u> 0 AC</p> <p><u>CASH-IN-LIEU:</u> \$2,039,131 (FULL AMOUNT)</p>

To determine the site area, the developer identified that portions of the property are shared spaces and are shared with the adjoining properties. These shared spaces include the detention pond, the shared drives and the lower parking spaces adjacent to CO7. The Developer counted these drive areas at a rate of 56% toward land area as their development is 56% of the greater Highlands Filing No.1 Replat E subdivision. The shared parking area was counted at 0% as it is unlikely to be used by this development and will include signage allowing for 24 hour bus rapid transit parking. This resulted in a total site area of 14.79 acres for the purpose of calculating the PLD.

The total cash-in-lieu fee is therefore \$2,039,131 (\$1,004,731 for 3.7 acres at the appraised land value and \$1,034,400 for 12.93 acres at the \$80,000 PLD rate).

The Open Space and Trails Advisory Committee has reviewed the request and voted unanimously to approve the cash-in-lieu dedication fee. The Parks, Recreation and Senior Services staff have reviewed the request and found no concerns with the proposal.

Architecture

As discussed previously, the site features three four-story residential buildings with two L-shaped buildings located to the north of the proposed internal drive and one U-shaped building located to the south. The maximum building height of the buildings will be 59'-6", which is under the building height permitted by the Highlands PUD plan. The base of the buildings will feature stone veneer and fiber cement siding in neutral tan colors, while the higher floors will be composed of fiber cement siding in blue and green colors. Canopies are provided at building entrances and balconies are included for units throughout the site. Garage parking spaces are incorporated through the site both as attached to the multi-family buildings and as detached structures.

Vista Highlands West Residential
Comp Plan Amendment, Final Plat, SDP/URSP, PUD Amendment



View of Pool from East



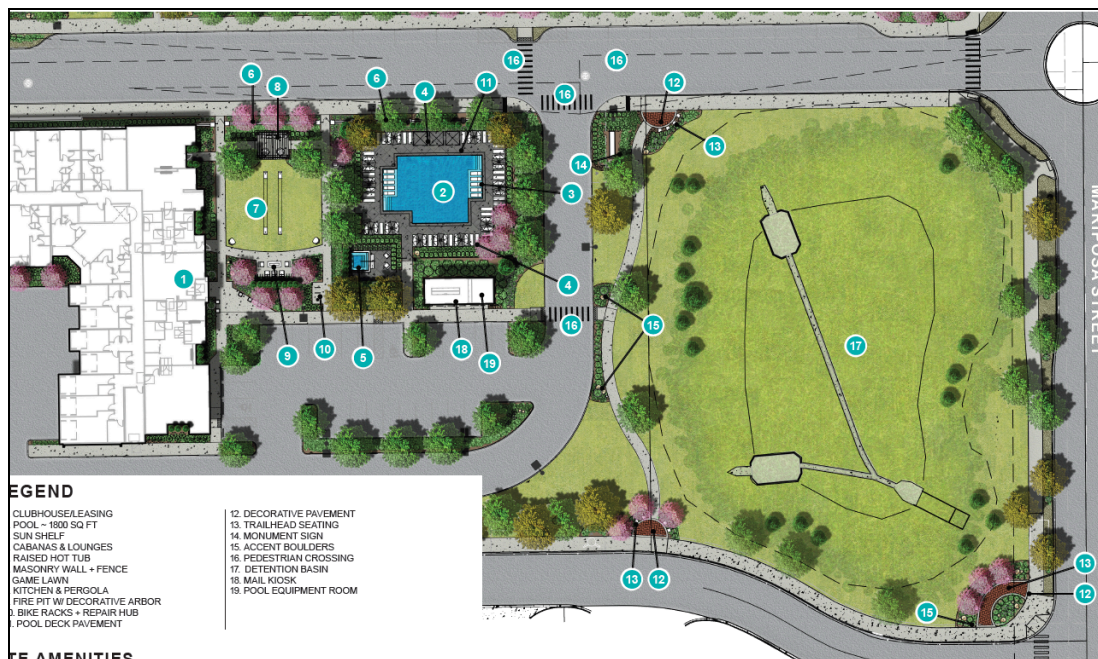
View of new private drive from West



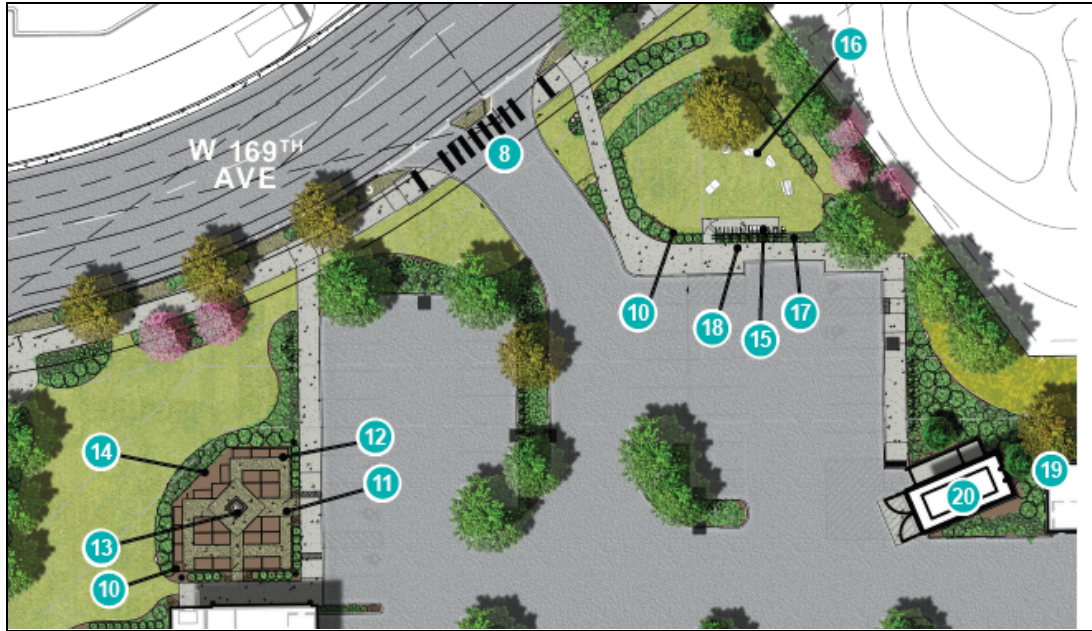
View of Pool and South building from Northeast

Landscaping and Amenities

The proposal includes gathering areas for residents to enjoy including a dog park, community garden and improved stormwater detention area with landscaping, sidewalks and seating. A pool area has been provided with covered seating areas, lawn games and grills for residents to enjoy. Upper level units have access to balcony spaces and ground floor units have private fenced areas which may be used as dog runs. The landscape design has been reviewed by the City Landscape Architect and determined to be appropriately placed, well suited to the project site, and consistent with the recently amended City Landscape Code.



View of Pool and Stormwater Detention Pond with Native Seed Mix



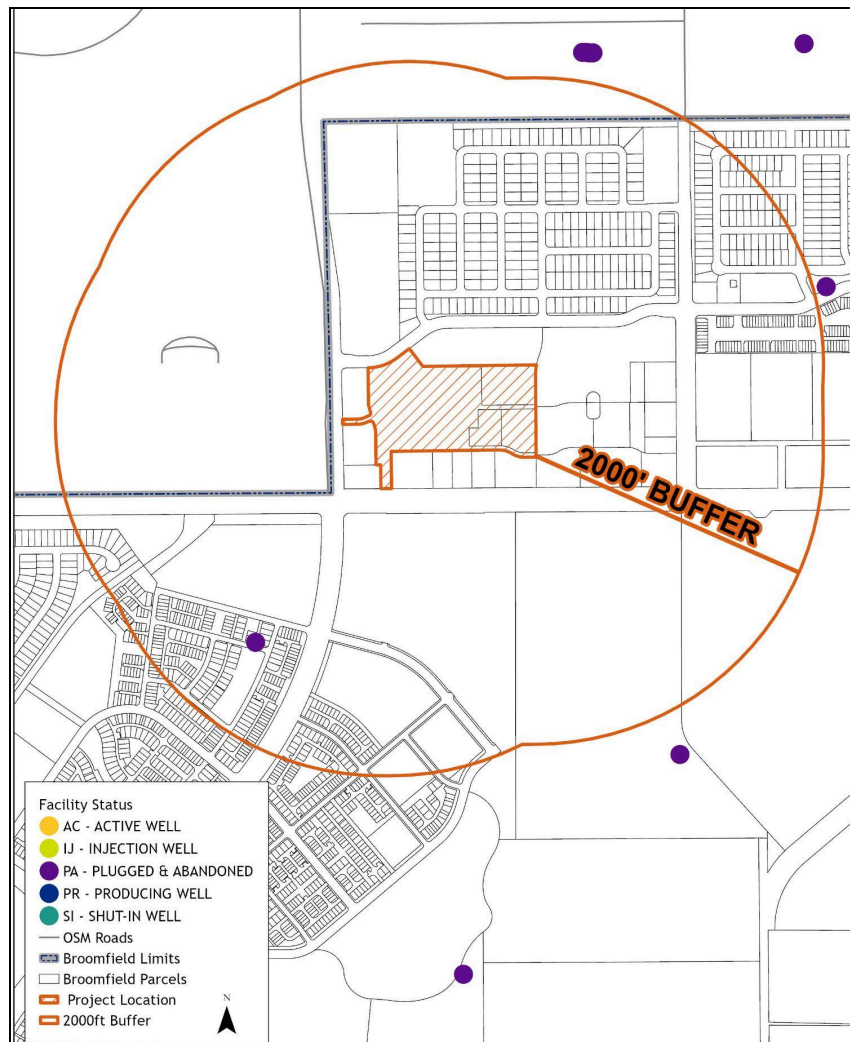
View of Dog Park and Community Garden with Drought Tolerant Turf Mix

Oil and Gas Facilities

The following map identifies the project boundaries, a 2,000 foot buffer from oil and gas facilities, and oil and gas facilities. There is one plugged and abandoned well located within the buffer zone.

In October 2021, City Council adopted Ordinance 2164 on second and final reading. This ordinance established reverse setback regulations for platting new residential lots in proximity to oil and gas facilities. This ordinance requires a 250 foot reverse setback from plugged and abandoned oil and gas facilities to new residential lots/units. The site of the proposed apartment development is more than 250 feet from these plugged and abandoned oil and gas facilities.

Ordinance 2178 was approved by the City Council in April 2022. This ordinance established notification requirements related to oil and gas facilities. The developer and the future management for the apartment development are required to provide a notice to future tenants regarding the presence of plugged and abandoned oil and gas facilities within 2,000 feet of the residential parcel. Additional information regarding the notification requirement can be found [at this link](#).



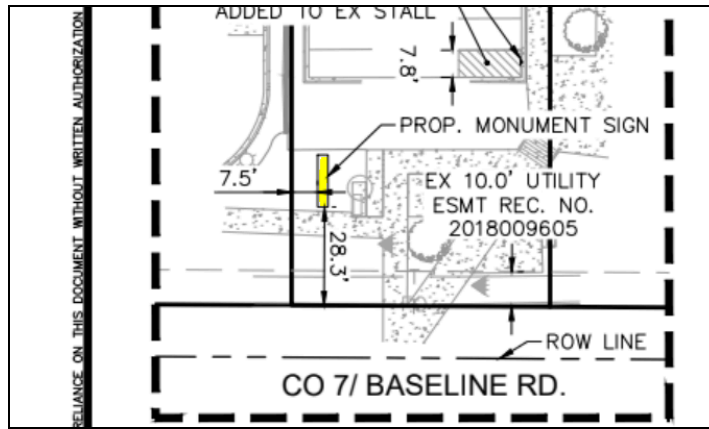
Oil and Gas Map - Plugged and Abandoned Wells Shown in Purple

Variances

The subject proposal currently includes four variances from the Broomfield Municipal Code:

- **Parking** - The updated parking standards within the BMC have established a maximum allowance of 479 parking spaces. The proposal includes a total of 499 spaces exceeding the requirements in the Broomfield Municipal Code. The applicant has identified that the parking increase is based on available data from existing projects.
- **Required Open Area** - The development standards for PUD zoned parcels as specified in the Municipal Code require that 40% of the site be private open area which may include landscaped areas, sidewalks, amenity spaces or any undeveloped portion of the property. The subject proposal includes a total of 36.6% of the land area as open area. The applicant has indicated that this variance request is necessary due to the existing improvements on the property.
- **Monument Sign Landscaping** - The code requires a significant amount of landscaping adjacent to monument signs, totaling 4 sq ft of landscaping per 1 sq ft of sign area. The monument sign adjacent to CO 7 has been located within a previously designed and constructed area with existing landscaping and limited space and as such new landscaping has not been proposed.
- **Monument Sign Setback** - The BMC has established a required 15' setback from all property lines for monument signs. The proposed monument sign located at the southern offshoot of the site is located

7.5 feet from the western property line. The monument sign will be located adjacent to an existing pedestrian walkway and is not able to be moved further west.



Sign Location

Subdivision Improvement Agreement

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

15.1 Completion of Public and Private Improvements.

- 1.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all public improvements listed in **Exhibit C** and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.
- 1.1.2. Private Improvements. Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable, the Developer shall complete all private improvements listed in **Exhibit C** and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping, unless other arrangements acceptable to the City have been made for the completion of the private improvements.
- 1.2. Oil and Gas Notifications. The City and County of Broomfield passed Ordinance No. 2178 in April 2022 regarding setbacks from oil and gas facilities and associated notification requirements. The regulations require property owners to provide a notice to potential lessees or purchasers of a property regarding the proximity of oil and gas facilities.
 - 1.2.1. Written Notice Requirements. The Property is within 2000 feet of an existing, permitted or proposed oil and gas location or a plugged or abandoned well. As a

result, written notice to potential lessees or purchasers regarding the proximity of oil and gas facilities is required and must meet the following requirements:

- 1.2.1.1. The text in the notice must be 14 point font or larger;
 - 1.2.1.2. The notice must be provided from property owner to potential buyer no less than 30 days before closing, unless a lesser timeframe is consented to by the seller and potential purchaser provided that the notice occurs before the signing of any purchase or sale agreement for the home.
 - 1.2.1.3. The notice must also be provided to any potential lessee prior to the signing of any lease agreement.
 - 1.2.1.4. The notice must, at a minimum, state, "As required by section 16-28-190 of the Broomfield Municipal Code, notice is hereby given that [Highlands Filing No.1 Replat G] is within 2000 feet of a producing, permitted or proposed oil or gas location or a plugged and abandoned well. For more information contact the City and County of Broomfield or the Colorado Oil and Gas Conservation Commission." An example form of notice is attached hereto as **Exhibit E**.
 - 1.2.1.5. It is unlawful to fail to provide the above required notice per Broomfield Municipal Code
- 1.3. Income Aligned Housing - The Developer has voluntarily agreed to provide on-site income-aligned units as an alternative to paying the required fee in lieu. The developer shall provide 25 percent of their units (91) at an affordable rate equivalent to 60% of the Broomfield County Area Median Income (AMI or lower) as identified in the Colorado Housing and Finance Authority (CHFA) Rent and income table. The developer shall provide a minimum of thirty-eight (38) one-bedroom units, thirty-nine (39) two-bedroom units and fourteen (14) three-bedroom units at this rate for a minimum term of 40 years. The developer shall record an income-aligned rental covenant with the City and County of Broomfield prior to the issuance of the first certificate of occupancy. The developer shall additionally record the Memorandum of Understanding (MOU) for Requirements and Procedures of the Income Aligned Housing Program at Vista Highlands West Residential (16854 Sheridan Pkwy) on 91 multi-family units.
- 1.4. West 169th Avenue Crosswalk - The Developer shall install a pedestrian crosswalk with a rectangular rapid flashing beacon (RRFB) across W 169th Avenue mid-block between Sheridan Parkway and Mariposa Street as shown in the Site Development Plan. The crosswalk shall be completed prior to the first Certificate of Occupancy issued for the subject development. The Developer shall be entitled for reimbursement up to one half (½) of the certified costs to construct the crosswalk, including but not limited to curb ramps, signage, pavement markings but specifically excluding connecting sidewalks. Reimbursement will be provided as the owner of neighboring property contributes to such costs, but only when such third party contributions are collected by the City. City shall use its best efforts to require neighboring properties to reimburse as defined in the Improvement Agreement for Highlands Filing No. 1, Replat F, Lots 1 & 9 & Tracts A & B.
- 1.5. Bus Rapid Transit Parking - Developer agrees to grant to the City an easement to allow for shared use of 30 parking spaces at the southwest corner of the site as indicated on the Site Development Plan. Such easement shall be dedicated to the City prior to issuance of the first building permit. The easement shall address the City's ability to install signage regarding the

shared parking spaces being available for use by bus rapid transit customers for a maximum of 24 hour parking and the City's ability to add bicycle parking in the future subject to review and approval by the property owner.

- 1.6. Public Land Dedication - The proposed multi-family residential development requires a 16.63 public land dedication. The Developer and the City agree the dedication will be satisfied with a total cash-in-lieu dedication payment of \$2,039,131 to be provided to the City prior to the issuance of the first building permit for the development.

Memorandum of Understanding

The proposed memorandum of understanding (MOU) is between The Garrett Companies (Owner and/or Developer) and the City and County of Broomfield (the City). The MOU includes obligations of the owner/developer and Broomfield in regard to the project as follows:

Owner Obligation

- Will record a 40- year use restriction on the property in perpetuity to ensure 91 units are preserved for affordable rental housing.
- The income-aligned units will be dedicated for individuals who earn not more than 60% of the Broomfield County area median income as published annually by the Colorado Housing and Finance Authority (CHFA).
- The final project mix of affordable units by size is estimated to be thirty-eight (38) one-bedroom units, thirty-nine (39) two-bedroom units and fourteen (14) three-bedroom units.
- The Owner will provide the City with a certification stating that all tenants meet income eligibility and that the Owner is charging rents that comply with the maximum permitted rents for the project. This verification will occur annually on or before December 31st of each year.
- The Developer shall implement an affirmative marketing plan for the Property to market the Property to eligible individuals and families, including those that live or work in the City.

Broomfield Obligations

- Broomfield in collaboration with the Broomfield Housing Authority and other partners in the Affordable Housing Program will:
 - Provide the Owner with referrals of individuals and families whose income may meet the criteria for eligibility.
 - Assist the Owner in marketing the Property to individuals and families that live or work in the City
 - Make connections to other Broomfield or partner programs increasing opportunities for residents in the development.
- The City will support the financial feasibility of the project, through the following fee waivers and tax rebates to support the affordable units as outlined below:
 - 50% of the Building permit fees;
 - 50% of the Plan review fees;
 - 50% of the Service Expansion Fees (50%, which is the City's share of this fee);
 - 50% of the Use Taxes (based on the use tax rate of 3.5% attributed to the general fund)

Neighborhood Outreach and Communication

On July 7, 2022, prior to submittal of the formal development application, the applicant held the required neighborhood meeting regarding the proposal. The applicant provided a presentation and then answered questions from residents. There were four residents in attendance at this meeting and the primary topic of conversation was traffic concerns which is outlined in the [meeting notes](#). Residents have indicated that they feel unsafe on neighboring roadways and traffic construction from other development projects has relied heavily on public ROW in their community. The developer will provide a construction parking plan with the civil construction documents and roadway improvements have been outlined in the Traffic Report and Area Improvements section of this memorandum.

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

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

A project website was created for this development on the BroomfieldVoice platform for general information and public engagement. Staff provided general information and shared submittal documents on this page throughout the technical review process. That website can be accessed [here](#). A compilation of the public comments and responses has been taken from this website and added to the [correspondence folder](#) for this application.

Land Use Review Commission

On February 12, 2024 the Land Use Review Commission held a public hearing concerning the proposal. The commission recommended approval of the application by a vote of 6 to 0 with no conditions.

STAFF REVIEW OF KEY ISSUES

Staff has identified the following key issue with the proposal:

- Consistency with the *Highlands PUD Plan*, *2016 Comprehensive Plan* and *Long Range Financial Plan*
 - The Comprehensive Plan designates the area proposed for the residential development as “Commercial.” The applicant has submitted a request for an amendment to the Comprehensive Plan to designate the project area as “Mixed-use Commercial” which would permit residential uses. Additionally, the development has proposed a PUD amendment as the Highlands PUD plan also designates this area for commercial use. The project is anticipated to result in a negative annual fiscal impact (as described under the subheading, entitled “Long Range Financial Plan”) as residential development typically costs more for Broomfield to support than commercial development. While there is expected to be a negative impact to Broomfield’s LRFP, the 363-unit apartment complex would add to housing diversity in Broomfield by providing 91 on-site affordable housing units integrated within the development, new population density needed to support a future bus rapid transit station that is desired by residents and planned along CO 7. Increasing the population density in this location will also help to support the commercial businesses that are currently developed or under construction.

The developer's justification for this amendment is outlined in a fiscal impact analysis prepared by THK Associates, Inc., and provided by the applicant, that analyzed the market potential of the site. The report determined the site was an ideal location for an apartment community as opposed to commercial development. It also determined that there was an oversupply of commercial space in this area and that the site proposed for the apartment complex would be unlikely to develop until after the land fronting CO7 is developed. A link to that analysis can be found [here](#).

RESOLUTION NO. 2024-06

A Resolution approving the Highlands Filing No. 1 Replat G (Vista Highlands West Residential) Planned Unit Development Plan, Comprehensive Plan Amendment, Final Plat and Site Development Plan

Recitals

- A. The applicant, The Garrett Companies, submitted a development review application for a Planned Unit Development Plan, Comprehensive Plan Amendment, Final Plat and Site Development Plan for a multi-family development.
- B. A public hearing was heard by the Land Use Review Commission on February 12, 2024, at which time the Land Use Review Commission by formal resolution recommended approval of the planned unit development plan, final plat and site development plan. The Comprehensive Plan land use map amendment is not heard by the Land Use Review Commission and only requires consideration for approval by City Council.
- C. After proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on March 12, 2024.

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

Section 1. Findings

Giving consideration to the study of the Comprehensive Master Plan, the Broomfield Municipal Code, recommendations from the Land Use Review Commission, comments of public officials and agencies, and testimony and written comments of all interested parties, the City Council finds as follows:

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

Comprehensive Plan Findings:

- C. The proposed revisions to the Comprehensive Plan and accompanying maps are necessary to reflect the general purpose and guiding plan and recommendations for development in this area.

PUD and SDP Findings:

- D. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- E. The proposal is in general conformance with the master plan.
- F. The proposal mitigates potential negative impacts on nearby properties, other areas of the city, and the city as a whole.
- G. The proposal maximizes potential positive impacts on nearby properties, other areas of the city, and the city as a whole.
- H. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- I. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.
- J. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale and on a broad scale.
- K. The land uses within the proposal are compatible with one another and with nearby properties.
- L. The proposal provides for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 of the Broomfield Municipal Code.
- M. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- N. The proposed deviations from the Broomfield Municipal Code relating to parking which increases the number of spaces above what is required, required open area which is slightly less than required at 36.6%, monuments sign landscaping and setback reduction will not reduce the overall quality of the development and will enhance the development.
- O. The proposal is consistent with the approved PUD plan that is adopted concurrently with the Site Development Plan with the adoption of this resolution.

Final Plat Findings:

- P. The proposed final plat does not create, and mitigates to the extent possible, negative impacts on the surrounding property.
- Q. The proposed final plat provides desirable settings for buildings, makes use of natural contours, protects the view, and affords privacy and protection from

noise and traffic for residents and the public.

- R. The proposed final plat preserves natural features of the site to the extent possible.
- S. The proposed final plat contains traffic flow and street locations consistent with the city's master plan, which are in accordance with good engineering practice, and provide for safe and convenient movement.
- T. The proposed final plat lot and tract are laid out to allow efficient use of the property to be platted.
- U. The proposed final plat public facilities and services are adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- V. The proposed final plat complies with the design standards of chapter 16-28, B.M.C., the improvement requirements of chapter 16-32, B.M.C., and the standards and specifications of chapter 14-04, B.M.C.
- W. The proposed final plat is consistent with the need to minimize flood damage.
- X. The proposed final plat public utilities and facilities, such as sewer, gas, electrical, and water systems, are located and designed to minimize flood damage.
- Y. The proposed final plat has adequate drainage provided to reduce exposure to flood damage.

Section 2. Action

On the basis of the above and pursuant to the provisions of Chapters 16-20 and 17-38 of the Broomfield Municipal Code, the Comprehensive Plan Land Use Map (Map 1) on page 6 of the City and County of Broomfield 2016 Comprehensive Plan is hereby approved and amended as shown in detail (for illustrative purposes only) on Exhibit A attached hereto, and the Highlands Filing No. 1 Replat G (Vista Highlands West Residential) Planned Unit Development Plan, Comprehensive Plan Amendment, Final Plat and Site Development Plan are hereby approved.

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

Approved on March 12, 2024.

The City and County of Broomfield,
Colorado

Mayor

Attest:

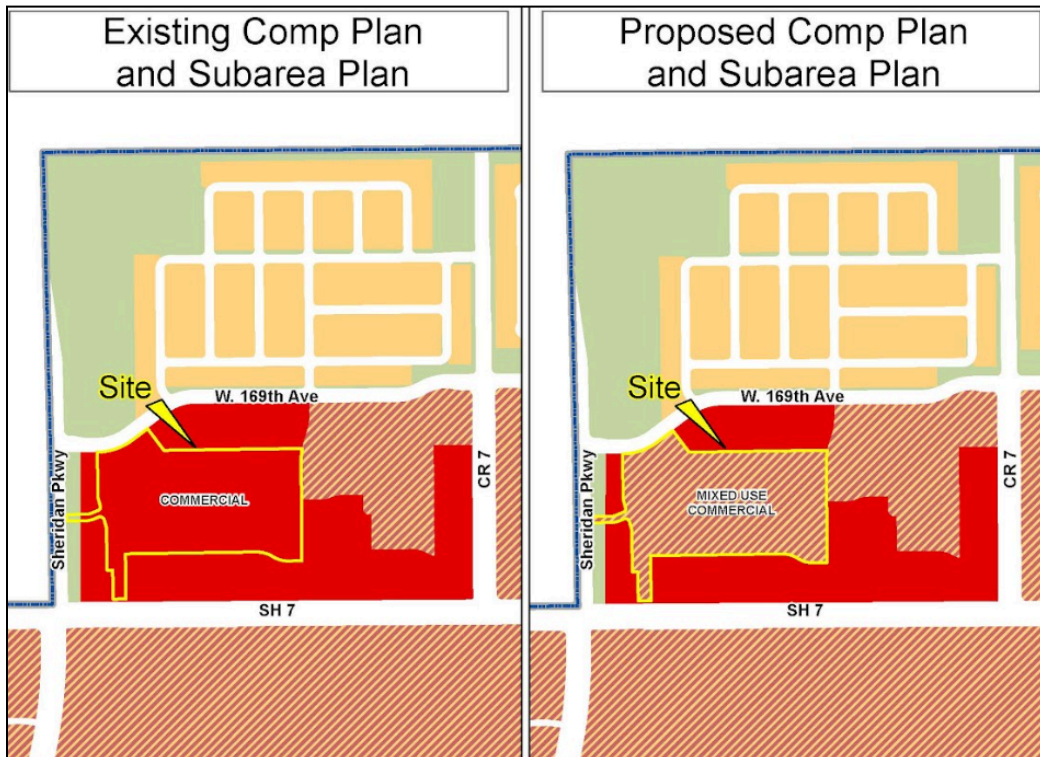
Office of the City and County Clerk

Approved As To Form:

NCR

City and County Attorney

EXHIBIT A





City of Broomfield

City Council Regular Meeting Memorandum

BURA Public Hearing - Vista Highlands West Residential

Meeting	Agenda Group
Tuesday, March 12, 2024, 6:00 PM	Action Items Item: 7B
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	Anna Bertanzetti
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

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

The applicant, The Garrett Companies, has submitted an application requesting approval of a Comprehensive Plan Amendment, PUD Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan for a multi-family residential development located within the Highlands subdivision. The subject proposal is located to the south of W 169th Ave and east of Sheridan Pkwy. The project area is 16.79 acres and features three four-story buildings along with associated parking and improvements.

Attachments

Vista Highlands West - City Council Memo.pdf

2024-40-UR Vista Highlands West Residential FP_SDP.pdf

Summary

[View Correspondence](#)

The subject proposal is for a PUD Amendment, Comprehensive Plan Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan to allow for the construction of a 363 unit multi-family development. The proposal is located within the Highlands subdivision to the east of Sheridan Pkwy and south of W 169th Ave. The subject property was anticipated to be commercial development. The proposed PUD amendment will allow for the residential use at the site and establish development standards as applicable.

The request includes three four-story residential buildings along with associated parking, private drives, amenities and other necessary improvements. The proposal includes a total of 363 units which are a mix of one-, two- and three-bedrooms. A total of 91 of the units will be reserved as deed restricted income-aligned apartments. The on site amenities include a pool area, dog park, community garden and various landscape areas and pedestrian connections. The request includes four variances including a parking variance, open area variance and two sign variances.

Financial Considerations

The proposed residential development is inconsistent with the existing land use assumptions in the Comprehensive Plan, and the PUD Plan governing the site. The change from a fully commercial to only residential land use is projected by Broomfield to result in a net negative fiscal impact of over \$1.1M annually for the full proposed development. The change will result in both a change in the anticipated revenue and an increase in the estimated annual costs; the change in costs of programs and services increases both due to the scale and change to residential use only.

Prior Council or Other Entity Actions

April 27, 2004 - City Council and the Broomfield Urban Renewal Authority (BURA) approved the North Park West Urban Renewal Plan via [Ordinance No. 1768](#).

February 26, 2008 - City Council approved [Resolution Nos. 2008-9, 2008-10, 2008-11, 2008-6-UR and Ordinance No. 1869](#) approving a Comprehensive Plan Amendment, an Amendment to the I-25 Sub-Area Plan, the Highlands PUD Plan, Final Plat and Subdivision Improvement Agreement and a Cooperation and Redevelopment and Reimbursement Agreement.

July 10, 2018 - City Council approved [Resolution Nos. 2018-94 and 2018-95-UR](#) approving the Highlands Filing No. 1 Replat E, Final Plat, Site Development Plan/Urban Renewal Site Plan, and Subdivision Improvement Agreement.

February 16, 2021 a [Concept Review meeting](#) for a mixed-use development on the subject property was held.

Boards and Commissions Prior Actions and Recommendations

February 12, 2024 - The Land Use Review Commission recommended approval of [LURC 2024-1](#) by a vote of 6-0 with no conditions.

February 22, 2024 the Open Space and Trails Advisory Committee reviewed the public land dedication cash-in-lieu proposal and voted unanimously to support the request.

Proposed Actions / Recommendations

If the proposed application complies with applicable standards in the Broomfield Municipal Code:

Approval of Resolution No. 2024-06 and 2024-40-UR.

If the proposed plan does not comply with applicable standards in the Broomfield Municipal Code:

Postpone action on the resolution and continue to a date certain; or

Deny the application.

Alternatives

Based on testimony and evidence presented on the record at the public hearing:

If the proposed application complies with applicable Broomfield Municipal Code (BMC) review standards:

Approve the application as is or with conditions.

If the proposed plans do not comply with applicable BMC review standards:

Postpone action on the resolution and continue the hearing to a date certain; or

Deny the application

Project Website

<https://www.broomfieldvoice.com/highlands-residential>

Public Comment

https://drive.google.com/drive/folders/1L8EVJqMvHD_3lhLOkm_u_RFOd1hszeb-

Sustainability

The subject proposal has incorporated various sustainability elements to help further the City and County of Broomfield's goals in more environmentally friendly development as listed below:

- Rooftop Solar panels mounted to building 3
- Low water native and xeric plantings with minimal grass turf
- Low flow aerators and toilets to significantly reduce water usage
- Internal and external bicycle parking including secure spaces
- E-bike charging
- Electric Vehicle charging stations provided in accordance with City Code

Income-Aligned Housing

The subject proposal includes a total of 363 residential apartment units across the three multi-family

buildings. These units will be a mix of one- two- and three-bedrooms. A total of 91 of these units or 25% of the total unit count have been designated as deed restricted income-aligned apartments available for rent at 60% AMI. This will exceed the requirements established in the Broomfield Municipal Code which specifies that 20% of units must be income aligned, which would total 73 units for this development. The breakdown of income aligned units by bedroom type is proportionate to the market rate units as shown below. These units will be found throughout the three buildings and will be alike in finishes and quality to the market rate units.

Public Land Dedication (PLD)

The PLD is calculated at 24 acres / 1000 residents as set forth in the OSPRT Plan. Standard residential projects will typically include a combination of on-site and cash-in-lieu public land dedication unless otherwise discussed with staff. Based on the location of the site and the proximity to an existing park area directly north of W 169th, staff has determined that a full cash-in-lieu fee is appropriate for the subject parcel.

For entirely cash in lieu projects, CCOB generally requires 25% of the site area (3.7 acres) be paid at the appraised value of the land with the balance of the PLD obligation (12.93 acres) paid at a rate of \$80,000 per acre. The value of the land is determined based on appraised value for the unimproved property so the developer has subtracted the costs of the existing shared improvements that serve the greater Highlands development (a portion of the shared driveways, an existing shared parking area near CO7 and a shared detention pond). The subtracted improvements costs have been reviewed by staff and have resulted in a value of \$271,000/ac raw land value.

PUBLIC LAND DEDICATION SUMMARY		
OBLIGATION (PLD FORMULA AND PROJECT CALCULATION)	METHODOLOGY (APPLYING PLD OBLIGATION AS PUD PLAN REQUIREMENT)	PLD PROVIDED
<p>FORMULA: THE PUBLIC LAND DEDICATION OBLIGATION IS CALCULATED AT 24 ACRES PER 1,000 RESIDENTS.</p> <p>PROJECT CALCULATION: 363 UNITS X 1.91 PERSONS PER UNIT = 693 PEOPLE 693 PEOPLE X 24 ACRES / 1000 PERSONS = 16.63 ACRES TOTAL PLD OBLIGATION</p>	<p>FOR PROJECTS WITH 20 DWELLING UNITS PER ACRE OR MORE, A MINIMUM OF 25% OF THE GROSS RESIDENTIAL LAND AREA SHALL BE MET WITH A DEDICATION OF PUBLIC LAND.</p> <p>14.79* ACRES X 0.25 = 3.70 AC (TOTAL MINIMUM PLD)</p> <p>CASH-IN-LIEU PAYMENT CALCULATION: RATE (FOR MINIMUM PLD): \$271,549 / AC RATE (TOTAL PLD OBLIGATION MINUS MINIMUM PLD): \$80,000 / AC ((16.63 AC - 3.70 AC) X \$80,000 / AC) + (3.70 AC X \$271,549 / AC) = \$2,039,131</p>	<p>DEDICATION: 0 AC</p> <p>CASH-IN-LIEU: \$2,039,131 (FULL AMOUNT)</p>

To determine the site area, the developer identified that portions of the property are shared spaces and are shared with the adjoining properties. These shared spaces include the detention pond, the shared drives and the lower parking spaces adjacent to CO7. The Developer counted these drive areas at a rate of 56% toward land area as their development is 56% of the greater Highlands Filing No.1 Replat E subdivision. The shared parking area was counted at 0% as it is unlikely to be used by this development and will include signage allowing for 24 hour bus rapid transit parking. This resulted in a total site area of 14.79 acres for the purpose of calculating the PLD.

The total cash-in-lieu fee is therefore \$2,039,131 (\$1,004,731 for 3.7 acres at the appraised land value and \$1,034,400 for 12.93 acres at the \$80,000 PLD rate).

The Open Space and Trails Advisory Committee has reviewed the request and voted unanimously to approve the cash-in-lieu dedication fee. The Parks, Recreation and Senior Services staff have reviewed the request and found no concerns with the proposal.

Schools

The St. Vrain Valley School District serves this area of Broomfield. The school district reviewed the proposal in terms of available school capacity, and noted that based on the proposed 363 additional dwelling units, this will result in an additional 90 students. The district also indicated that Highlands Elementary, Soaring Heights Middle School and Erie High School will exceed the benchmark as a result of this proposed development.

A 7.34-acre tract of land, located at the northwest corner of the Highlands PUD has been dedicated to Broomfield and is reserved for a future school site for the St. Vrain Valley School District. The site will be deeded to the school district when the district decides to move forward with a school at this location.

In addition, Broomfield collects service expansion fees (SEF) for all residential developments. The SEF is calculated at a rate of \$1 per finished square foot and is intended to be used on joint use facilities with the school district.

Key Issues Identified By Staff

Staff has identified the following key issue with the proposal:

- Consistency with the *Highlands PUD Plan*, *2016 Comprehensive Plan* and *Long Range Financial Plan*
 - The Comprehensive Plan designates the area proposed for the residential development as “Commercial.” The applicant has submitted a request for an amendment to the Comprehensive Plan to designate the project area as “Mixed-use Commercial” which would permit residential uses. Additionally, the development has proposed a PUD amendment as the Highlands PUD plan also designates this area for commercial use. The project is anticipated to result in a negative annual fiscal impact (as described under the subheading, entitled “Long Range Financial Plan”) as residential development typically costs more for Broomfield to support than commercial development. While there is expected to be a negative impact to Broomfield’s LRFP, the 363-unit apartment complex would add to housing diversity in Broomfield by providing 91 on-site affordable housing units integrated within the development, new population density needed to support a future bus rapid transit station that is desired by residents and planned along CO 7. Increasing the population density in this location will also help to support the commercial businesses that are currently developed or under construction.

The developer’s justification for this amendment is outlined in a fiscal impact analysis prepared by THK Associates, Inc., and provided by the applicant, that analyzed the market potential of the site. The report determined the site was an ideal location for an apartment community as opposed to commercial development. It also determined that there was an oversupply of commercial space in this area and that the site proposed for the apartment complex would be unlikely to develop until after the land fronting CO7 is developed. A link to that analysis can be found [here](#).

Links to Application Materials

- [Narrative](#)
- [Comprehensive Plan Update](#)

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

Supplemental Documents

- [Fiscal Impact Analysis](#)

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Review Standards

The City Council reviews the PUD Plan, Final Plat and Site Development Plan / Urban Renewal Site Plan based on the following provisions of the Broomfield Municipal Code:

PUD Plan

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

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

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

- (A) Within thirty days of the conclusion of its public hearing on the PUD plan, the city council shall adopt a resolution of approval, disapproval, or referral back to the land use review commission for further study. Once the city council issues a decision, the decision shall not be effective until 15 calendar days after the date of the decision. No documents shall be recorded and no permits based on the decision shall be issued until after the 15 day period has expired.
- (B) The PUD plan shall include a legal description of the real property within the boundaries of the PUD plan and a vicinity map showing the location in the city of the PUD plan, which shall be recorded in the office of the director of recording, elections, and motor vehicles.

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

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

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

- (J) The proposal should adequately provide for an organization for ownership and maintenance of any common areas.
- (K) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.

17-38-130 - PUD plan; modification.

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

Final Plat

16-20-050 Final plat; hearing and notice; land use review commission.

The land use review commission shall hold a public hearing on the final plat. Notice shall be given in accordance with the provisions of chapter 17-52. (Ord. 724 §1, 1987; Ord. 1111 §9, 1995; Ord. 1935 §20, 2011)

16-20-060 Final plat; decision; land use review commission.

- (A) The land use review commission shall adopt a resolution to approve, approve with conditions, or deny the proposed final plat, based on the review standards set forth in section 16-20-090, B.M.C. Once the land use review commission issues a decision, the decision shall not be final, and the final plat shall not be recorded and no permits based upon the decision shall be issued, for 15 calendar days after the date of the decision, in order to allow time for the applicant to appeal, or for the city council to call-up the decision for further review, pursuant to section 16-20-065, B.M.C.
- (B) Notwithstanding the above, in such cases where an applicant is seeking approval of any of the following documents in addition to the final plat, the final decision on the final plat shall be made by the city council:
 - (1) A site development plan for seven acres or greater;
 - (2) An urban renewal site plan for seven acres or greater;
 - (3) A use by special review that includes any oil and gas facilities or wireless communications facilities as an approved use; and
 - (4) A development agreement, reimbursement agreement, subdivision improvement agreement, or improvement agreement requiring a financial incentive or financial obligation to be paid by the city.
- (C) For any final plat that requires final approval by the city council pursuant to subsection (B) herein, the land use review commission shall adopt a resolution recommending approval, disapproval, or conditional approval of the final plat, which shall be referred to the city council for final decision.

16-20-090 Review standards

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

16-16-110 Review standards.

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

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

Site Development Plan

17-38-180 - Site development plan; hearing and notice; land use review commission.

The land use review commission shall hold a public hearing on the site development plan. Notice shall be given in accordance with the provisions of chapter 17-52, B.M.C.

17-38-190 - Site development plan; recommendation or decision; land use review commission.

- (A) Within thirty days of the conclusion of its public hearing, the land use review commission shall adopt a resolution to approve, approve with conditions, or deny the proposed site development plan, based on the applicable factors noted in section 17-38-220, B.M.C. Once the land use review commission issues a determination, the determination shall not be final, and no permits based upon the determination shall be issued, for 15 calendar days after the date of the determination, in order to allow time for the applicant to appeal, or for the city council to call-up the determination for further review, pursuant to section 17-38-195, B.M.C. If the decision is for conditional approval, the conditions under which the site development plan would be acceptable shall be set forth.
- (B) Notwithstanding the above, in such cases where an applicant is seeking approval of any of the following, either as a part of an application for a site development plan or in relation thereto, the final decision on the site development plan shall be made by the city council:
 - (1) A site development plan for seven acres or greater;
 - (2) An urban renewal site plan for seven acres or greater;
 - (3) A use by special review that includes any oil and gas facilities or wireless communications facilities as an approved use; and
 - (4) A development agreement, reimbursement agreement, subdivision improvement agreement, or improvement agreement requiring a financial incentive or financial obligation to be paid by the city.

- (C) For any site development plan that requires final approval by the city council pursuant to subsection (B) herein, following a public hearing, the land use review commission shall adopt a resolution recommending approval, disapproval, or conditional approval of the site development plan, which shall be referred to the city council for final decision.

17-38-195 - Site development plan; appeal; call-up by city council.

- (A) Appeal.
- (1) The decision of the land use review commission to approve, approve with conditions, or deny a site development plan may be appealed to the city council by the applicant or other interested party. An appeal shall be filed in writing with the planning director not more than fifteen days after the action taken by the land use review commission. The appeal shall state all reasons for dissatisfaction with the action of the land use review commission.
 - (2) The city council shall hold a noticed public hearing on the appeal. The decision by the city council to approve or deny a site development plan shall be final and binding. The accepted appeal will be placed on the first possible public hearing agenda, to be determined and coordinated by the city clerk's office. City council shall hold a public hearing on the proposed site development plan application and approve, approve with conditions, or deny the proposed site development plan, based on the applicable approval criteria in section 17-38-220, B.M.C.
- (B) Call-up by city council.
- (1) At the same time a decision concerning the site development plan is provided to the applicant, the planning director shall forward to the city council a written statement including at a minimum the following:
 - (a) The location of the affected property
 - (b) A description of the proposed site development plan
 - (c) Summary of public comments submitted regarding the application
 - (d) The basis for the land use review commission's decision
 - (2) Upon receiving the planning director's statement, and no later than 15 calendar days after the date of the approval, a city councilmember may call-up the commission's decision for review before the city council.
 - (a) The city council shall review the commission's determination at a public hearing held as soon as practical after the commission's decision. Prior written notice of this hearing shall be provided to the applicant and the public pursuant to chapter 17-52, B.M.C.
 - (b) At the public hearing, the city council shall consider evidence related to the commission's decision, which may be presented by the city manager or designee, the applicant, or interested members of the public. The city council shall not be limited in their review to the subject of the call-up, but may review any aspect or component of the application that was called-up. Based upon this evidence, the city council may affirm the commission's decision, alter conditions, add new conditions, or reverse the commission's determination on any aspect of the site development plan application. No site development plan that is the subject of a call-up shall be recorded, and no permits based upon the site development plan shall be issued, until such time that a public hearing has been conducted by the city council and a final decision approving the site development plan has been made by the city council.

17-38-220 - Review standards.

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

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.

- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should include any common areas serving the site, and adequate provisions should be made for the ownership and maintenance of such areas.
- (J) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
- (K) The proposal should be consistent with the approved PUD plan.
- (L) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

17-38-230 - Modification.

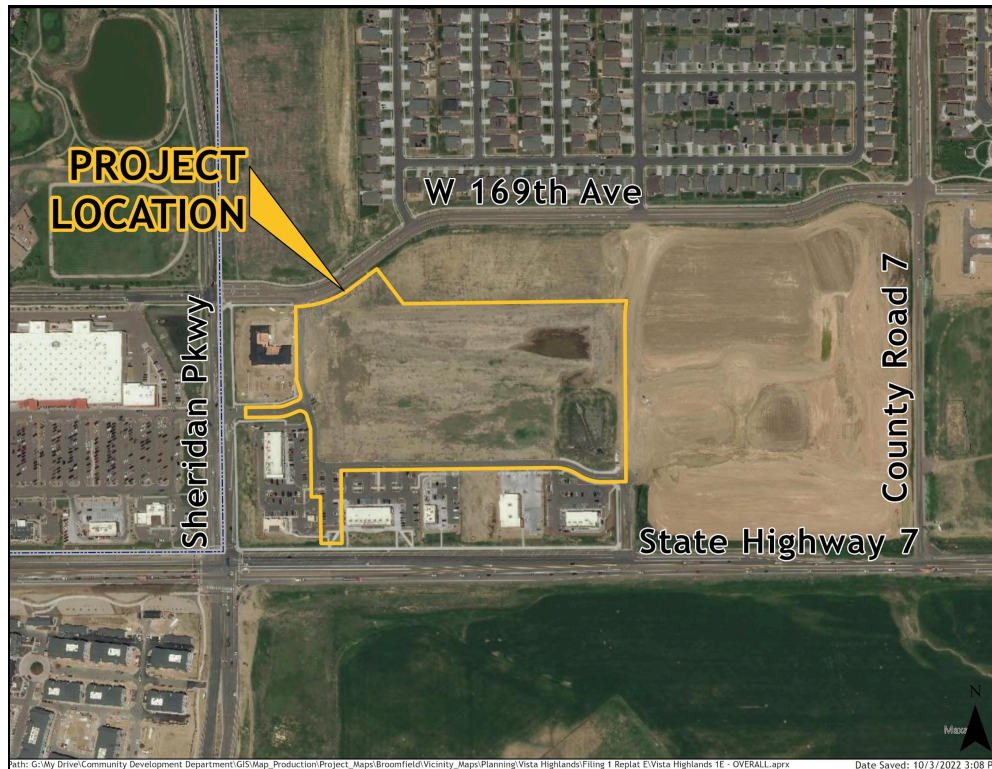
- (A) The city manager or his or her designee may approve modifications to the site development plan if he or she determines the modifications are generally consistent with the approved PUD plan and site development plan. Such modifications are also restricted to the following categories and limits:
 - (1) Floor area ratios, number and density of dwelling units, building coverage, and overall exterior dimensions may be decreased by any amount or may be increased by not more than 10%.
 - (2) Minimum lot sizes and open area may be increased by any amount or may be decreased by not more than 10%.
 - (3) Parking and drive coverage may be changed by not more than 10%.
 - (4) Location, species, and size of new trees and shrubs, and location and type of turf, ground cover, planting areas, retaining and decorative walls, fences, and similar structures can be changed, provided that materials remain equivalent and locations remain appropriate.
 - (5) The grading plan may be changed, provided that the city engineer determines there is a sound engineering basis for such change.
 - (6) Other modifications may be made if, in the opinion of the city manager or his or her designee, they are minor in scope, will not have a detrimental effect on the neighborhood or the project, and satisfy the review standards of section 17-38-220.
- (B) Except as provided in subsection (A) of this section, any modification to an approved site development plan requires the same review by the land use review commission and the city council as the original site development plan.
- (C) At the discretion of the city manager or his or her designee, a formal or informal hearing may be conducted to assist in making findings relevant to modifications permitted by this section. All costs of notification and hearing shall be borne by the proponent of, or applicant for, the modification.

- (1) The proposal should be consistent with the purposes and standards of this Plan and the 1-25 Sub-Area Plan.
- (2) The proposal should identify and specify factors that minimize potential negative impacts on nearby properties.
- (3) The proposal should identify and specify factors that maximize potential positive impacts on nearby properties.
- (4) The proposal should include adequate facilities for pedestrians, bicyclists and motorists.
- (5) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (6) The land uses within the proposal should be compatible with one another.
- (7) The proposal should include any common areas serving the site, and contain adequate provisions for ownership and maintenance of such areas.
- (8) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (9) The proposal is consistent with the I-24 Sub-Area Plan Guidelines and Standards.
- (10) Residential designs should be consistent with the City's Residential Design Guidelines.

OVERVIEW OF APPLICATION

The applicant, The Garrett Companies, has submitted an application requesting approval of a Comprehensive Plan Amendment, PUD Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan for a multi-family residential development located within the Highlands subdivision. The subject proposal is located to the south of W 169th Ave and east of Sheridan Pkwy. The project area is 16.79 acres and features three four-story buildings along with associated parking and improvements.

The proposal includes a total of 363 residential units; the residences will be a mix of one-, two- and three-bedroom units. A total of 25 percent of the development or 91 units will be set aside for income aligned housing, exceeding the requirements of the Broomfield Municipal Code. Upper level units have access to balcony spaces and ground floor units have private fenced areas which may be used as dog runs. The proposal additionally includes gathering areas for residents to enjoy including a pool, dog park, community garden and improved stormwater detention area with landscaping, sidewalks and seating.



Vista Highlands West Residential Location

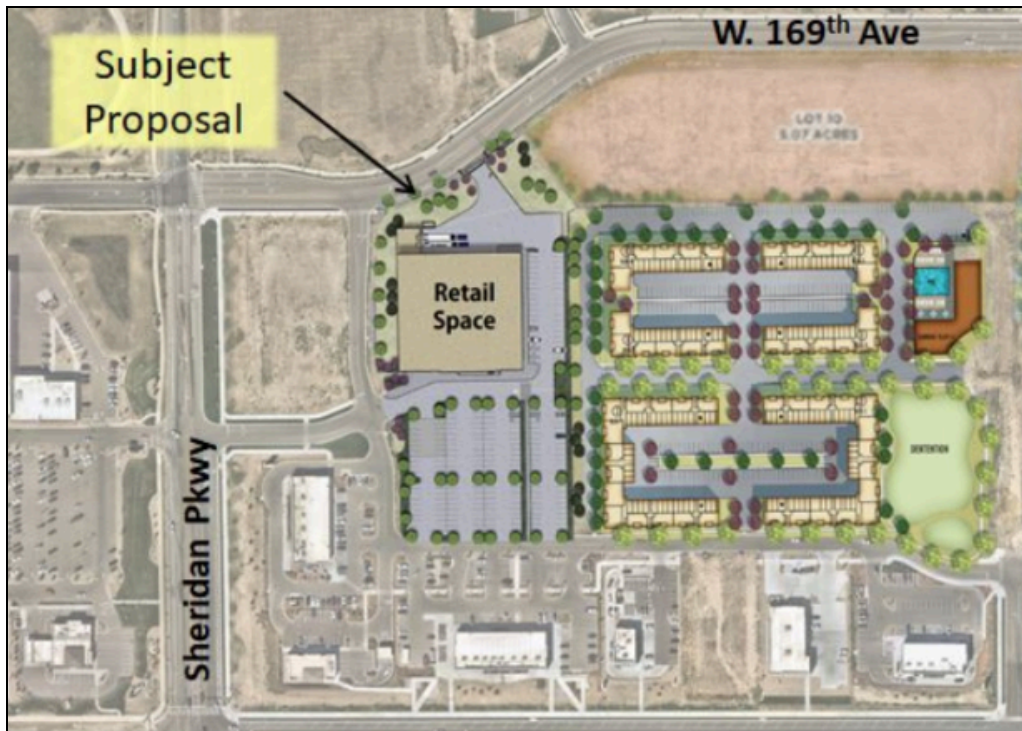
Property Owner and Applicant

Property Owner: EVT 7th and Sheridan LLC

Applicant: The Garrett Companies

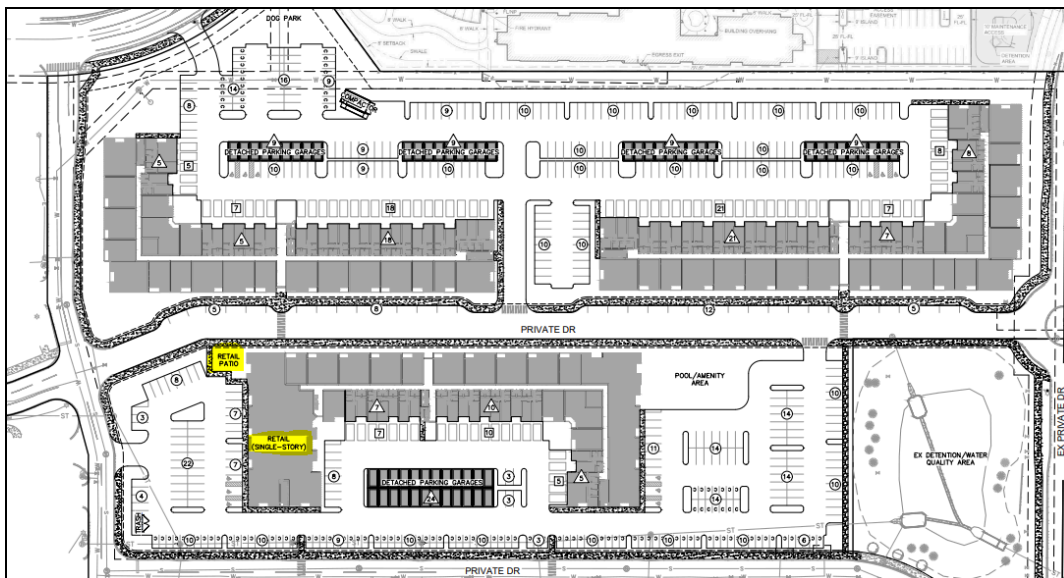
Concept Review Plans

In February 2021 a concept review meeting was held to discuss a mixed-use proposal by a separate applicant for the project site. The plan included the development of a 43,308 square foot retailer and 228 multi-family apartment units. Key issues identified with this concept review proposal included a proposed parking variance, an ongoing public land dedication discussion, and inconsistencies with the long range financial plan and comprehensive plan. This application did not move forward.



Previous Concept Review

A virtual concept review for the current proposal was held through the [Broomfield Voice](#) platform during the summer of 2022. At the time of this concept review the proposal included a small commercial component and has since been revised to residential only. General site design and layout has remained consistent since this concept review as shown below.



Concept Review Plan - Retail Portion Highlighted

Comments received by council and residents are summarized below:

- General concern related to the negative impact on the long range financial plan as the site was originally intended for commercial use.
- Concern related to pedestrian safety in the surrounding intersections. This proposal has been reviewed by the City Traffic Engineer and no additional roadway improvements have been required however a pedestrian crossing with a lighted beacon has been added from the site to the proposed park to the north of W 169th Ave.
- Question related to sustainability initiatives such as EV parking and solar panels, both of which have been included in this proposal.
- General comments that too many apartments have been developed in this portion of Broomfield and a request for an additional grocer to be constructed.

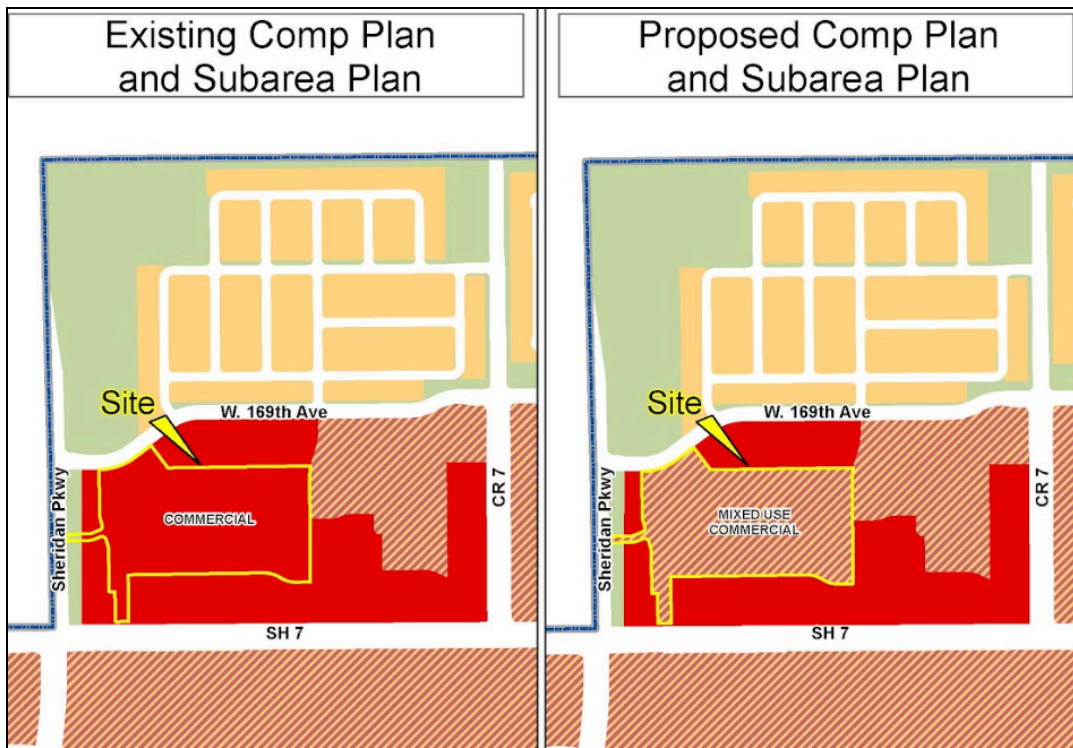
APPLICABLE CITY AND COUNTY OF BROOMFIELD PLANS

Relationship to Comprehensive Plan

The Broomfield Comprehensive Plan designation for the project location is Commercial. The proposal for residential use on the parcel designated for Commercial is inconsistent with the Comprehensive Plan land use map.

The Comprehensive Plan land use map is proposed for amendment to change the “Commercial” land use designations to “Mixed Use Commercial” to allow for the addition of residential uses to the site. Primary uses within this designated land use include commercial, employment, and multi-family or single-family attached residential uses. Further, as a guideline, no more than 30 percent of the land area within this district should be utilized for residential uses unless approved through the PUD process.

While the area designated for mixed use commercial would primarily be developed with multi-family residential development, the overall Highlands PUD area is developing as mixed use community and includes a park site and single-family residential development north of W. 169th Ave with the apartments planned south of W. 169th Ave and commercial development provided along the higher visibility roadways of Sheridan Parkway and CO 7.



Goals and Policies

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

- **Policy HO-B:** Encourage an adequate supply of affordable/attainable housing for lower-income households.
- **Goal HO-C:** Encourage a diversity of populations within developed areas by providing a variety of housing types that serve a broad spectrum of households.
- **Goal LU-C: Residential Neighborhoods** - "Continue to encourage and support community of neighborhoods containing a variety of housing types while maintaining existing single-family residential areas of Broomfield."

Financial Plan

The proposed residential development is inconsistent with the existing land use assumptions in the Comprehensive Plan, and the PUD Plan governing the site. The change from a fully commercial to only residential land use is projected by Broomfield to result in a net negative fiscal impact of over \$1.1M annually for the full proposed development. The change will result in both a change in the anticipated revenue and an increase in the estimated annual costs; the change in costs of programs and services increases both due to the scale and change to residential use only.

The previous planned development, as described in the Concept Plan reviewed on February 16, 2021 included a mix of uses (43,300 square feet of retail and 63% of the currently proposed residential units). These changes increase the negative net annual fiscal impact resulting from this proposed development.

Economic Outcomes

The community economic impact from the proposed development is varied. As noted earlier, the proposed development increases the demand for amenities and services in the area - including retail, restaurants, and

business services as well as increases the density and demand for multi-modal transportation (such as bus-rapid transit). The increased population of an estimated nearly 750 residents, of a mix of ages and income, leads to a strengthening of the local market. Even with the changes in retail demand, due to online/delivery options, the new residential population will lead to a growing market for key neighborhood services and businesses. The specific development will not include any retail or restaurants, which leads to the fiscal impact on the Financial Plan.

Additionally, the 91 income-restricted residential units provide key affordable housing for residents and employees, both in the immediate area and the Broomfield community.

Neighborhood/Subarea plan

The Highlands PUD plan is located within the I-25 Sub-Area Plan. Council adopted the I-25 Sub-Area Plan to help achieve several common goals, such as to:

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

The application is consistent with the land uses shown in the I-25 Sub-Area plan, which designates the subject site as “Mixed-Use Commercial.” Multi-family uses are permitted within this designation.

Urban Renewal Plan

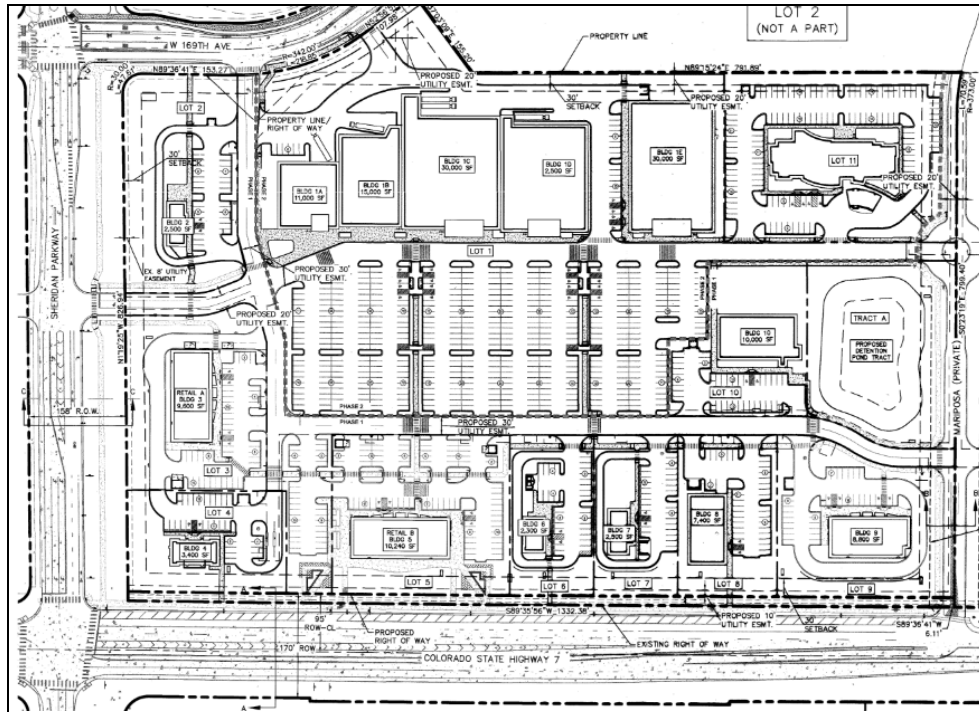
The subject property is within the North Park West Urban Renewal Area, which permits multifamily. The proposed development is consistent with the Urban Renewal Area Plan. The proposal is also consistent with the design standards within the I-25 sub-area plan and the City residential design standards as required by the Urban Renewal Plan upon approval of the variance discussed more in depth below.

ZONING, PREVIOUSLY APPROVED PLANS AND STATUS OF THE DEVELOPMENT

Zoning and Previously Approved Plans

The project area is currently zoned Planned Unit Development (PUD) and is located within the Highlands Subdivision. The Highlands PUD plan and associated plat was approved in February 2008 and designated the subject area as commercial which does not permit multi-family development. A PUD plan text amendment has been proposed to permit the residential development.

In July 2018 a Site Development Plan for Highlands Filing No. 1 Replat E was approved by City Council which included the project site and surrounding commercial parcels. At the time of this approval, the project area was designated as a phase II of the development, subject to a future SDP, however was anticipated to be developed as commercial - most likely a mixture of retail, services and restaurant.



Highlands Filing No. 1 Replat E SDP

Status of the Development

The subject parcels currently feature existing infrastructure constructed to serve the site as well as the greater Vista Highlands development area. This includes an existing shared parking area, an east-west internal drive, a north south internal drive (Mariposa St) and a stormwater detention pond. The remainder of the site is vacant.

AREA CONTEXT

The 16.79 acre property is located to the south of W 169th Ave, generally east of Sheridan Pkwy and north of CO 7. To the north of this site is an approved senior living facility that is currently under construction. To north of W 169th Ave is the existing 210-unit Highlands single-family residential subdivision. To the south along CO 7 are a number of commercial lots including multi-tenant retail buildings and pad sites that include a Panda Express, Chase Bank, and Autozone. The properties to the east and adjacent to CO 7 are under construction for an Ent Credit Union, a fast food restaurant and a medical office. The property immediately to the east has been approved as a multi-family development referred to as Highlands Fairfield. A park is planned to the northwest and will be completed concurrent with the Highlands Fairfield project.



Project Location - Vista Highlands West

Surrounding Land Uses

	ADJACENT USE / ZONING	COMPREHENSIVE PLAN DESIGNATION
North	PUD / Senior Living	Commercial
South	PUD / Commercial	Commercial
East	PUD / Residential	Mixed-Use Commercial
West	R-1 / Park	Open Lands

CURRENT APPLICATION - DETAILED DESCRIPTION AND STAFF REVIEW

Description

The subject proposal is for a PUD Amendment, Comprehensive Plan Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan to allow for the construction of a 363 unit multi-family development. The proposal is located within the Highlands subdivision to the east of Sheridan Pkwy and south of W 169th Ave. The subject property was anticipated to be commercial development. The proposed PUD amendment will allow for the residential use at the site and establish development standards as applicable.

The request includes three four-story residential buildings along with associated parking, private drives, amenities and other necessary improvements. The proposal includes a total of 363 units which are a mix of one-, two- and three-bedrooms. A total of 91 of the units will be reserved as deed restricted income-aligned apartments. The on site amenities include a pool area, dog park, community garden and various landscape

areas and pedestrian connections. The request includes four variances which are discussed in greater detail later in this memorandum.

Background/Base Data

PROPERTY OWNERS	Evt 7th and Sheridan
APPLICANT	The Garrett Companies
PROPERTY LOCATION	South W 169th Ave, East of Sheridan Pkwy
PROPERTY SIZE	16.79 Acres
CURRENT ZONING	PUD
PROPOSED ZONING	PUD
CURRENT LAND USES	Parking, Internal Drives, Detention
PROPOSED LAND USES	Multi-Family Residential
COMPREHENSIVE PLAN DESIGNATION	Commercial

Land Use Summary

The following is a composite land use summary table and graphic for the proposed community.

VISTA HIGHLANDS WEST RESIDENTIAL COMPOSITE LAND USE SUMMARY		
Land Use Coverage	Approximate Acreage of Site Coverage	% Total
Building Area	3.31	19.7%
Streets/Alleys/Parking	7.34	43.7%
Open Area	6.14	36.6%
Total	16.79 Acres	100%

Site Layout

The subject proposal includes three four-story residential buildings and associated improvements and amenities within a 16.79 acre project area. The site will be bisected by a new private drive with two L-shaped residential buildings located to the north of the drive and one U-shaped building located to the south. Parking will be located throughout the site including within covered spaces and private garages. Access to the site will be provided through four ingress/egress points, one to the north, one to the west and two to the east.

An existing stormwater detention pond is included in the project area and will be further improved with additional landscaping, sidewalks and seating spaces. A pool and amenity area will be located to the east of the southern building which will include covered seating, a game lawn and grilling spaces.



Site Plan - North is to Top

Final Plat

The application includes a final plat for the 16.79 acre project area. The final plat will combine three existing lots to create one parcel for the proposed residential development, a private tract for the detention area and the necessary easements.

Income-Aligned Housing

The subject proposal includes a total of 363 residential apartment units across the three multi-family buildings. These units will be a mix of one- two- and three-bedrooms. A total of 91 of these units or 25% of the total unit count have been designated as deed restricted income-aligned apartments available for rent at 60% AMI. This will exceed the requirements established in the Broomfield Municipal Code which specifies that 20% of units must be income aligned, which would total 73 units for this development. The breakdown of income aligned units by bedroom type is proportionate to the market rate units as shown below. These units will be found throughout the three buildings and will be alike in finishes and quality to the market rate units.

RESIDENTIAL UNIT DATA			
UNIT TYPE		TOTAL	PERCENT OF TOTAL
MARKET RATE	1-BEDROOM	116	32%
	2-BEDROOM	116	32%
	3-BEDROOM	40	11%
INCOME- ALIGNED	1-BEDROOM	38	10%
	2-BEDROOM	39	11%
	3-BEDROOM	14	4%
GRAND TOTAL		363	100%

Staff will prepare a memorandum of understanding, a rental covenant and subdivision improvement agreement outlining the terms of the affordability of the units. These documents will be recorded with the City and County of Broomfield.

Sustainability

The subject proposal has incorporated various sustainability elements to help further the City and County of Broomfield's goals in more environmentally friendly development as listed below:

- Rooftop Solar panels mounted to building 3
- Low water native and xeric plantings with minimal grass turf
- Low flow aerators and toilets to significantly reduce water usage
- Internal and external bicycle parking including secure spaces
- E-bike charging
- Electric Vehicle charging stations provided in accordance with City Code

School Impacts

The St. Vrain Valley School District serves this area of Broomfield. The school district reviewed the proposal in terms of available school capacity, and noted that based on the proposed 363 additional dwelling units, this will result in an additional 90 students. The district also indicated that Highlands Elementary, Soaring Heights Middle School and Erie High School will exceed the benchmark as a result of this proposed development.

A 7.34-acre tract of land, located at the northwest corner of the Highlands PUD has been dedicated to Broomfield and is reserved for a future school site for the St. Vrain Valley School District. The site will be deeded to the school district when the district decides to move forward with a school at this location.

In addition, Broomfield collects service expansion fees (SEF) for all residential developments. The SEF is calculated at a rate of \$1 per finished square foot and is intended to be used on joint use facilities with the school district.

Traffic Report and Area Improvements

Based on the traffic report, the subject proposal should successfully be incorporated into the existing and future roadway network. As shown in the table the proposal will result in a significant reduction in anticipated traffic from the intended commercial development at the site. Large commercial centers often result in higher levels of daily traffic associated with the number of user visits to the site to complete shopping trips.

Use and Size	Daily Vehicle Trips	Weekday Vehicle Trips					
		AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Original Total Site Generated Trips	10,246	300	245	545	408	411	819
Current Proposal - ITE 11th Edition							
Multifamily Mid-Rise Housing (ITE 221) – 363 Dwelling Units	1,650	31	103	134	87	55	142
Net Difference in Trips	-8,596	-269	-142	-411	-321	-356	-677

The City of Erie is currently working on a project to signalize the W. 169th Ave and Sheridan Parkway Intersection. They are targeting late summer/early fall 2024 for construction. This signal should help address some existing traffic concerns as well as traffic created by future developments along this corridor. Several roadway improvements are currently in various stages of review and construction along the CO 7 corridor between Sheridan and I-25 which will help to improve pedestrian and vehicle safety. The image below ([link to enlarged image](#)) provides a high level summary of these improvements and their general timeline.



Vehicular Access, Circulation, and Parking

The site is served by four vehicular ingress and egress points, one located off of Sheridan Pkwy at the western side of the project, one off of W 169th to the North and two off Mariposa St to the east. There is an existing shared drive located on the property which provides access to the adjacent commercial buildings and Mariposa Street will provide a connection east through the Fairfield residential development and adjacent commercial properties.

Parking will be found throughout the site, generally surrounding the multi-family buildings and along the central drive. Based on the requirements of the Broomfield Municipal Code, the minimum number of spaces permitted for the site would be 383 and the maximum allowance would be 479. The proposal includes a total of 499 spaces for the residential use exceeding the requirements in the Broomfield Municipal Code. A variance has been requested to allow for the construction of the additional parking spaces. The applicant has identified that the parking increase is based on available data regarding parking needs for similar existing projects.

The property features an additional 30 spaces located at the southernmost point of the parcel which have not been included in the overall parking count for the residential use. This existing parking area has been constructed by the master developer and, while located on the subject parcel, is intended to be a shared parking area primarily for the commercial uses. The applicant and current property owner (master developer) have agreed to grant an easement and allow Broomfield to install signage identifying that the spaces may be utilized for parking for future bus rapid transit (BRT) users. These parking spaces are directly north of CO 7 and have pedestrian access to the proposed location for the future BRT stop.



Shared Parking Location

The subject proposal is required to provide electric vehicle (EV) parking consistent with Broomfield’s adopted Electric Ready and Solar Ready Code. This will include a total of 159 EV capable light spaces, 53 EV capable spaces, 80 EV ready spaces and 27 EV installed spaces.

As of January 1, 2024, Broomfield now requires both short and long term bicycle parking for multifamily residential developments. A total of 109 long term parking spaces and 25 short term spaces are required for this site. The number of bicycle parking spaces required by the Broomfield Municipal Code has been met.

	Required	Proposed
Long Term Bicycle Parking Spaces	<p>Each Garage is considered an opportunity for long term bicycle parking (145 garages)</p> <p>109 Additional Long Term Bicycle Spaces (locker, locked enclosure, or supervised area within a building or weather protected enclosure providing an extra layer</p>	<p>145 Garage Spaces</p> <p>144 individual secure storage units provided at ground level for tenants to rent</p> <p>36 inverted U-racks within shared storage rooms. Each room has pre-installed inverted U-bike</p>

	of security)	racks. Storage in these rooms is free to residents and residents can provide their own locks to secure bikes. Residents need to use a fob to enter the shared storage room.
Short Term Bicycle Parking Spaces	25 short term spaces	28 short term spaces

Transit Access and Walkability

Currently, there are no set transit services (regular bus service) in Broomfield north of W. 144th Ave. The I-25 Sub-Area Plan anticipates future transit service within the area and includes a goal to "orchestrate development patterns to promote maximum opportunity for implementation of transit facilities and other alternative forms of transportation." In addition, the Colorado Department of Transportation's 2014 Planning and Environmental Linkage study provided recommendations and implementation steps for multi-modal transportation improvements along the entire length of the CO 7 corridor that were adopted by the corridor communities.

The Regional Transportation District's (RTD's) North Area Mobility Study (NAMS) recommended CO 7 include Bus Rapid Transit (BRT) at build-out. This key east-west BRT corridor will provide service from Brighton to Boulder, and will address the requests of Broomfield residents to have bus service on this corridor. As part of the planning, potential BRT Stations were recommended and the intersection of CO 7 and CR 7 was determined to be a possible key location for a future station with corridor stakeholders. A BRT station provides a branded waiting area with a shelter and amenities such as ticket vending machines and real time information display boards (it is not a Park-n-Ride). Stations are anticipated to include bike parking. The proposal is located north of CO 7 and the subject BRT corridor. Additionally, a regional mobility transit hub is planned at CO 7 and I-25. As mentioned above, the existing 30 parking spaces at the southernmost portion of the site will allow for BRT parking. This is a significant step toward meeting the need for parking for the BRT and staff believes providing 30 spaces on the north and south side of CO7 will be an appropriate number of spaces for the first phase of service on CO7.

The project includes internal walkways and connections to the existing sidewalks within public rights-of-way and provides access to adjacent developments which include restaurants, retail stores, banking facilities, and a grocery store. A designated pedestrian crosswalk that includes a rapid flashing beacon sign will be constructed at the north property line to provide pedestrian access across W 169th Ave. This crosswalk will allow for residents to go to and from the park and allow for residents of the single-family residences to cross into the Highlands Filing No.1 Replat E development area.

Public Land Dedication (PLD)

The PLD is calculated at 24 acres / 1000 residents as set forth in the OSPRT Plan. Standard residential projects will typically include a combination of on-site and cash-in-lieu public land dedication unless otherwise discussed with staff. Based on the location of the site and the proximity to an existing park area directly north of W 169th, staff has determined that a full cash-in-lieu fee is appropriate for the subject parcel.

For entirely cash in lieu projects, CCOB generally requires 25% of the site area (3.7 acres) be paid at the appraised value of the land with the balance of the PLD obligation (12.93 acres) paid at a rate of \$80,000 per acre. The value of the land is determined based on appraised value for the unimproved property so the developer has subtracted the costs of the existing shared improvements that serve the greater Highlands development (a portion of the shared driveways, an existing shared parking area near CO7 and a shared detention pond). The subtracted improvements costs have been reviewed by staff and have resulted in a value of \$271,000/ac raw land value.

PUBLIC LAND DEDICATION SUMMARY		
OBLIGATION (PLD FORMULA AND PROJECT CALCULATION)	METHODOLOGY (APPLYING PLD OBLIGATION AS PUD PLAN REQUIREMENT)	PLD PROVIDED
<p><u>FORMULA:</u> THE PUBLIC LAND DEDICATION OBLIGATION IS CALCULATED AT 24 ACRES PER 1,000 RESIDENTS.</p> <p><u>PROJECT CALCULATION:</u> 363 UNITS X 1.91 PERSONS PER UNIT = 693 PEOPLE</p> <p>693 PEOPLE X 24 ACRES / 1000 PERSONS = 16.63 ACRES TOTAL PLD OBLIGATION</p>	<p>FOR PROJECTS WITH 20 DWELLING UNITS PER ACRE OR MORE, A MINIMUM OF 25% OF THE GROSS RESIDENTIAL LAND AREA SHALL BE MET WITH A DEDICATION OF PUBLIC LAND.</p> <p>14.79* ACRES X 0.25 = 3.70 AC (TOTAL MINIMUM PLD)</p> <p><u>CASH-IN-LIEU PAYMENT CALCULATION:</u> RATE (FOR MINIMUM PLD): \$271,549 / AC RATE (TOTAL PLD OBLIGATION MINUS MINIMUM PLD): \$80,000 / AC</p> <p>((16.63 AC - 3.70 AC) X \$80,000 / AC) + (3.70 AC X \$271,549 / AC) = \$2,039,131</p>	<p><u>DEDICATION:</u> 0 AC</p> <p><u>CASH-IN-LIEU:</u> \$2,039,131 (FULL AMOUNT)</p>

To determine the site area, the developer identified that portions of the property are shared spaces and are shared with the adjoining properties. These shared spaces include the detention pond, the shared drives and the lower parking spaces adjacent to CO7. The Developer counted these drive areas at a rate of 56% toward land area as their development is 56% of the greater Highlands Filing No.1 Replat E subdivision. The shared parking area was counted at 0% as it is unlikely to be used by this development and will include signage allowing for 24 hour bus rapid transit parking. This resulted in a total site area of 14.79 acres for the purpose of calculating the PLD.

The total cash-in-lieu fee is therefore \$2,039,131 (\$1,004,731 for 3.7 acres at the appraised land value and \$1,034,400 for 12.93 acres at the \$80,000 PLD rate).

The Open Space and Trails Advisory Committee has reviewed the request and voted unanimously to approve the cash-in-lieu dedication fee. The Parks, Recreation and Senior Services staff have reviewed the request and found no concerns with the proposal.

Architecture

As discussed previously, the site features three four-story residential buildings with two L-shaped buildings located to the north of the proposed internal drive and one U-shaped building located to the south. The maximum building height of the buildings will be 59'-6", which is under the building height permitted by the Highlands PUD plan. The base of the buildings will feature stone veneer and fiber cement siding in neutral tan colors, while the higher floors will be composed of fiber cement siding in blue and green colors. Canopies are provided at building entrances and balconies are included for units throughout the site. Garage parking spaces are incorporated through the site both as attached to the multi-family buildings and as detached structures.

Vista Highlands West Residential
Comp Plan Amendment, Final Plat, SDP/URSP, PUD Amendment



View of Pool from East



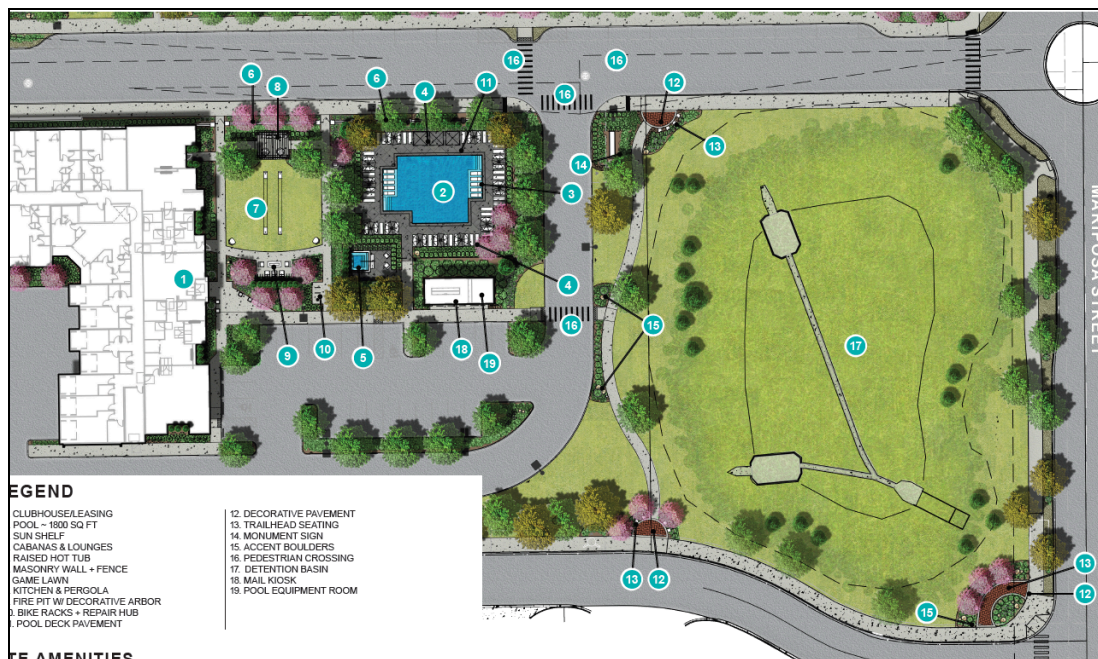
View of new private drive from West



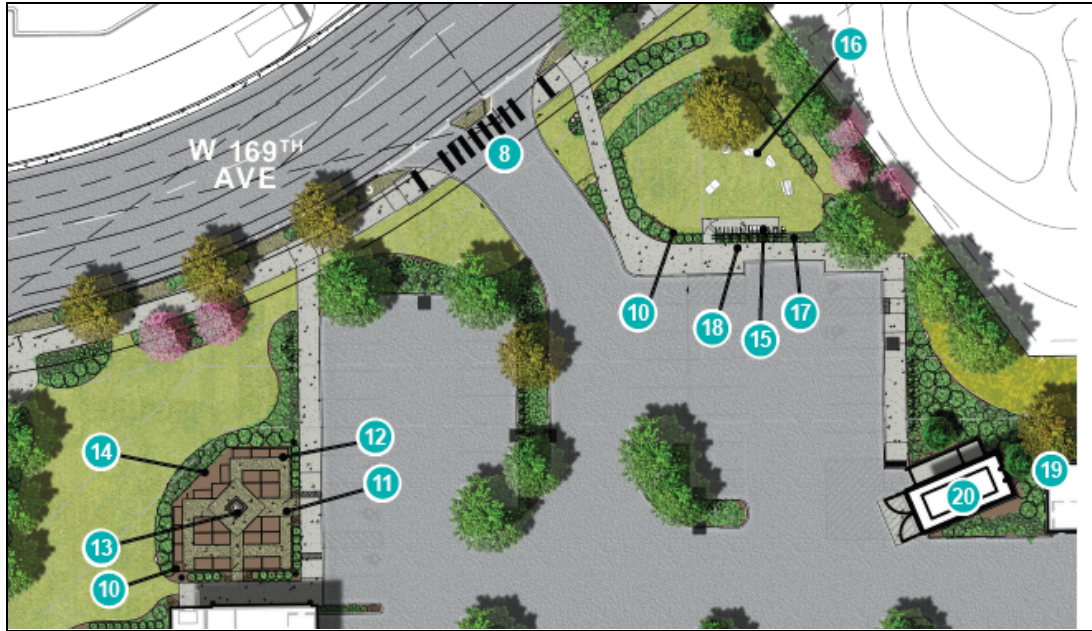
View of Pool and South building from Northeast

Landscaping and Amenities

The proposal includes gathering areas for residents to enjoy including a dog park, community garden and improved stormwater detention area with landscaping, sidewalks and seating. A pool area has been provided with covered seating areas, lawn games and grills for residents to enjoy. Upper level units have access to balcony spaces and ground floor units have private fenced areas which may be used as dog runs. The landscape design has been reviewed by the City Landscape Architect and determined to be appropriately placed, well suited to the project site, and consistent with the recently amended City Landscape Code.



View of Pool and Stormwater Detention Pond with Native Seed Mix



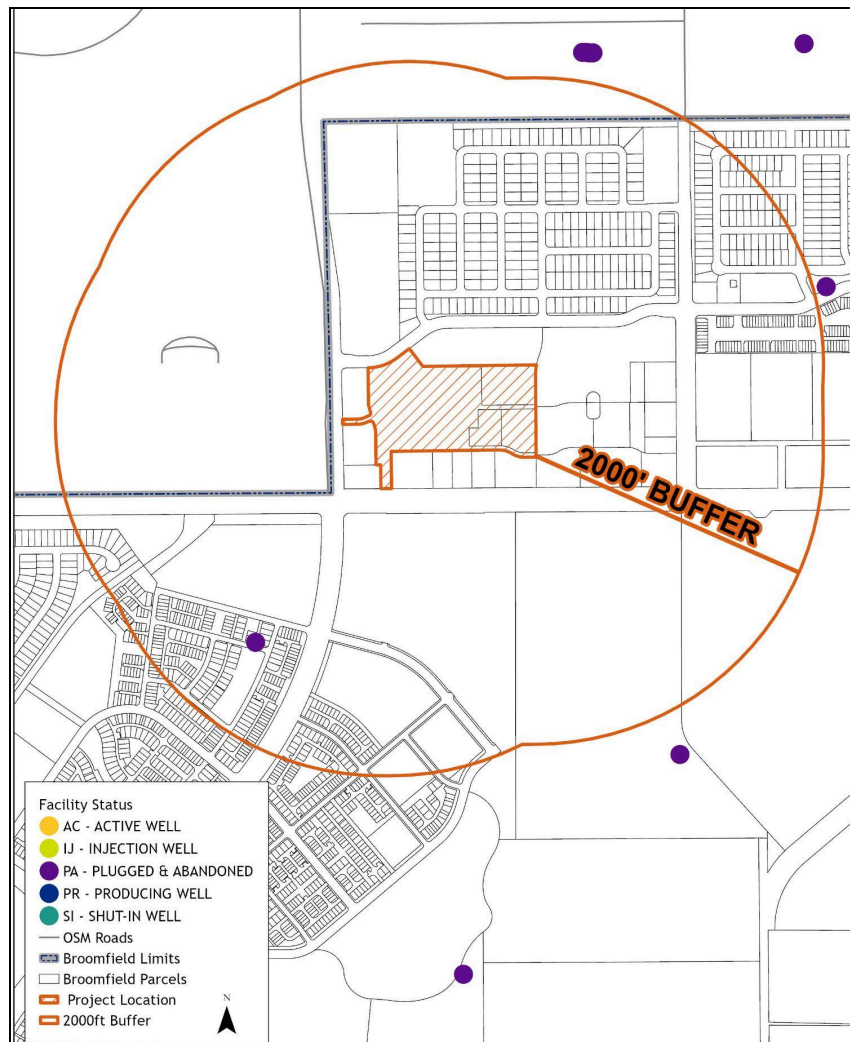
View of Dog Park and Community Garden with Drought Tolerant Turf Mix

Oil and Gas Facilities

The following map identifies the project boundaries, a 2,000 foot buffer from oil and gas facilities, and oil and gas facilities. There is one plugged and abandoned well located within the buffer zone.

In October 2021, City Council adopted Ordinance 2164 on second and final reading. This ordinance established reverse setback regulations for platting new residential lots in proximity to oil and gas facilities. This ordinance requires a 250 foot reverse setback from plugged and abandoned oil and gas facilities to new residential lots/units. The site of the proposed apartment development is more than 250 feet from these plugged and abandoned oil and gas facilities.

Ordinance 2178 was approved by the City Council in April 2022. This ordinance established notification requirements related to oil and gas facilities. The developer and the future management for the apartment development are required to provide a notice to future tenants regarding the presence of plugged and abandoned oil and gas facilities within 2,000 feet of the residential parcel. Additional information regarding the notification requirement can be found [at this link](#).



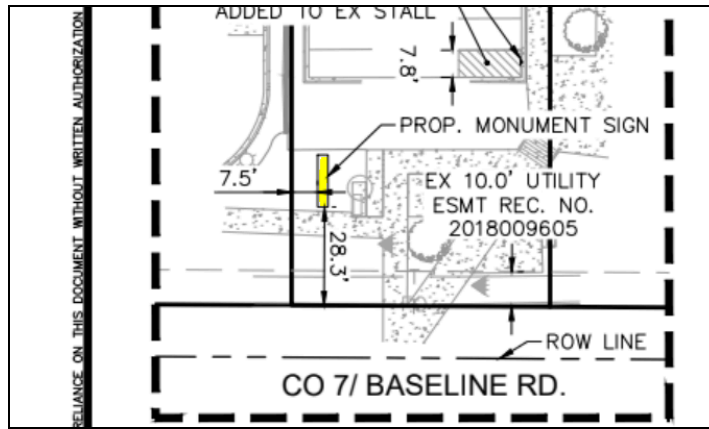
Oil and Gas Map - Plugged and Abandoned Wells Shown in Purple

Variances

The subject proposal currently includes four variances from the Broomfield Municipal Code:

- **Parking** - The updated parking standards within the BMC have established a maximum allowance of 479 parking spaces. The proposal includes a total of 499 spaces exceeding the requirements in the Broomfield Municipal Code. The applicant has identified that the parking increase is based on available data from existing projects.
- **Required Open Area** - The development standards for PUD zoned parcels as specified in the Municipal Code require that 40% of the site be private open area which may include landscaped areas, sidewalks, amenity spaces or any undeveloped portion of the property. The subject proposal includes a total of 36.6% of the land area as open area. The applicant has indicated that this variance request is necessary due to the existing improvements on the property.
- **Monument Sign Landscaping** - The code requires a significant amount of landscaping adjacent to monument signs, totaling 4 sq ft of landscaping per 1 sq ft of sign area. The monument sign adjacent to CO 7 has been located within a previously designed and constructed area with existing landscaping and limited space and as such new landscaping has not been proposed.
- **Monument Sign Setback** - The BMC has established a required 15' setback from all property lines for monument signs. The proposed monument sign located at the southern offshoot of the site is located

7.5 feet from the western property line. The monument sign will be located adjacent to an existing pedestrian walkway and is not able to be moved further west.



Sign Location

Subdivision Improvement Agreement

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

15.1 Completion of Public and Private Improvements.

- 1.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all public improvements listed in **Exhibit C** and as shown on the Site Plans and the approved construction plans shall be completed, inspected and approved for public use by the construction inspection supervisor. As provided in the Section 5.0 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.
- 1.1.2. Private Improvements. Prior to the issuance of the first certificate of occupancy for any building constructed on the Property, or for a phase of the development if applicable, the Developer shall complete all private improvements listed in **Exhibit C** and shown on the Site Plans and the approved construction plans, including but not limited to sidewalks and landscaping, unless other arrangements acceptable to the City have been made for the completion of the private improvements.
- 1.2. Oil and Gas Notifications. The City and County of Broomfield passed Ordinance No. 2178 in April 2022 regarding setbacks from oil and gas facilities and associated notification requirements. The regulations require property owners to provide a notice to potential lessees or purchasers of a property regarding the proximity of oil and gas facilities.
 - 1.2.1. Written Notice Requirements. The Property is within 2000 feet of an existing, permitted or proposed oil and gas location or a plugged or abandoned well. As a

result, written notice to potential lessees or purchasers regarding the proximity of oil and gas facilities is required and must meet the following requirements:

- 1.2.1.1. The text in the notice must be 14 point font or larger;
 - 1.2.1.2. The notice must be provided from property owner to potential buyer no less than 30 days before closing, unless a lesser timeframe is consented to by the seller and potential purchaser provided that the notice occurs before the signing of any purchase or sale agreement for the home.
 - 1.2.1.3. The notice must also be provided to any potential lessee prior to the signing of any lease agreement.
 - 1.2.1.4. The notice must, at a minimum, state, "As required by section 16-28-190 of the Broomfield Municipal Code, notice is hereby given that [Highlands Filing No.1 Replat G] is within 2000 feet of a producing, permitted or proposed oil or gas location or a plugged and abandoned well. For more information contact the City and County of Broomfield or the Colorado Oil and Gas Conservation Commission." An example form of notice is attached hereto as **Exhibit E**.
 - 1.2.1.5. It is unlawful to fail to provide the above required notice per Broomfield Municipal Code
- 1.3. Income Aligned Housing - The Developer has voluntarily agreed to provide on-site income-aligned units as an alternative to paying the required fee in lieu. The developer shall provide 25 percent of their units (91) at an affordable rate equivalent to 60% of the Broomfield County Area Median Income (AMI or lower) as identified in the Colorado Housing and Finance Authority (CHFA) Rent and income table. The developer shall provide a minimum of thirty-eight (38) one-bedroom units, thirty-nine (39) two-bedroom units and fourteen (14) three-bedroom units at this rate for a minimum term of 40 years. The developer shall record an income-aligned rental covenant with the City and County of Broomfield prior to the issuance of the first certificate of occupancy. The developer shall additionally record the Memorandum of Understanding (MOU) for Requirements and Procedures of the Income Aligned Housing Program at Vista Highlands West Residential (16854 Sheridan Pkwy) on 91 multi-family units.
- 1.4. West 169th Avenue Crosswalk - The Developer shall install a pedestrian crosswalk with a rectangular rapid flashing beacon (RRFB) across W 169th Avenue mid-block between Sheridan Parkway and Mariposa Street as shown in the Site Development Plan. The crosswalk shall be completed prior to the first Certificate of Occupancy issued for the subject development. The Developer shall be entitled for reimbursement up to one half (½) of the certified costs to construct the crosswalk, including but not limited to curb ramps, signage, pavement markings but specifically excluding connecting sidewalks. Reimbursement will be provided as the owner of neighboring property contributes to such costs, but only when such third party contributions are collected by the City. City shall use its best efforts to require neighboring properties to reimburse as defined in the Improvement Agreement for Highlands Filing No. 1, Replat F, Lots 1 & 9 & Tracts A & B.
- 1.5. Bus Rapid Transit Parking - Developer agrees to grant to the City an easement to allow for shared use of 30 parking spaces at the southwest corner of the site as indicated on the Site Development Plan. Such easement shall be dedicated to the City prior to issuance of the first building permit. The easement shall address the City's ability to install signage regarding the

shared parking spaces being available for use by bus rapid transit customers for a maximum of 24 hour parking and the City's ability to add bicycle parking in the future subject to review and approval by the property owner.

- 1.6. Public Land Dedication - The proposed multi-family residential development requires a 16.63 public land dedication. The Developer and the City agree the dedication will be satisfied with a total cash-in-lieu dedication payment of \$2,039,131 to be provided to the City prior to the issuance of the first building permit for the development.

Memorandum of Understanding

The proposed memorandum of understanding (MOU) is between The Garrett Companies (Owner and/or Developer) and the City and County of Broomfield (the City). The MOU includes obligations of the owner/developer and Broomfield in regard to the project as follows:

Owner Obligation

- Will record a 40- year use restriction on the property in perpetuity to ensure 91 units are preserved for affordable rental housing.
- The income-aligned units will be dedicated for individuals who earn not more than 60% of the Broomfield County area median income as published annually by the Colorado Housing and Finance Authority (CHFA).
- The final project mix of affordable units by size is estimated to be thirty-eight (38) one-bedroom units, thirty-nine (39) two-bedroom units and fourteen (14) three-bedroom units.
- The Owner will provide the City with a certification stating that all tenants meet income eligibility and that the Owner is charging rents that comply with the maximum permitted rents for the project. This verification will occur annually on or before December 31st of each year.
- The Developer shall implement an affirmative marketing plan for the Property to market the Property to eligible individuals and families, including those that live or work in the City.

Broomfield Obligations

- Broomfield in collaboration with the Broomfield Housing Authority and other partners in the Affordable Housing Program will:
 - Provide the Owner with referrals of individuals and families whose income may meet the criteria for eligibility.
 - Assist the Owner in marketing the Property to individuals and families that live or work in the City
 - Make connections to other Broomfield or partner programs increasing opportunities for residents in the development.
- The City will support the financial feasibility of the project, through the following fee waivers and tax rebates to support the affordable units as outlined below:
 - 50% of the Building permit fees;
 - 50% of the Plan review fees;
 - 50% of the Service Expansion Fees (50%, which is the City's share of this fee);
 - 50% of the Use Taxes (based on the use tax rate of 3.5% attributed to the general fund)

Neighborhood Outreach and Communication

On July 7, 2022, prior to submittal of the formal development application, the applicant held the required neighborhood meeting regarding the proposal. The applicant provided a presentation and then answered questions from residents. There were four residents in attendance at this meeting and the primary topic of conversation was traffic concerns which is outlined in the [meeting notes](#). Residents have indicated that they feel unsafe on neighboring roadways and traffic construction from other development projects has relied heavily on public ROW in their community. The developer will provide a construction parking plan with the civil construction documents and roadway improvements have been outlined in the Traffic Report and Area Improvements section of this memorandum.

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

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

A project website was created for this development on the BroomfieldVoice platform for general information and public engagement. Staff provided general information and shared submittal documents on this page throughout the technical review process. That website can be accessed [here](#). A compilation of the public comments and responses has been taken from this website and added to the [correspondence folder](#) for this application.

Land Use Review Commission

On February 12, 2024 the Land Use Review Commission held a public hearing concerning the proposal. The commission recommended approval of the application by a vote of 6 to 0 with no conditions.

STAFF REVIEW OF KEY ISSUES

Staff has identified the following key issue with the proposal:

- Consistency with the *Highlands PUD Plan*, *2016 Comprehensive Plan* and *Long Range Financial Plan*
 - The Comprehensive Plan designates the area proposed for the residential development as “Commercial.” The applicant has submitted a request for an amendment to the Comprehensive Plan to designate the project area as “Mixed-use Commercial” which would permit residential uses. Additionally, the development has proposed a PUD amendment as the Highlands PUD plan also designates this area for commercial use. The project is anticipated to result in a negative annual fiscal impact (as described under the subheading, entitled “Long Range Financial Plan”) as residential development typically costs more for Broomfield to support than commercial development. While there is expected to be a negative impact to Broomfield’s LRFP, the 363-unit apartment complex would add to housing diversity in Broomfield by providing 91 on-site affordable housing units integrated within the development, new population density needed to support a future bus rapid transit station that is desired by residents and planned along CO 7. Increasing the population density in this location will also help to support the commercial businesses that are currently developed or under construction.

The developer's justification for this amendment is outlined in a fiscal impact analysis prepared by THK Associates, Inc., and provided by the applicant, that analyzed the market potential of the site. The report determined the site was an ideal location for an apartment community as opposed to commercial development. It also determined that there was an oversupply of commercial space in this area and that the site proposed for the apartment complex would be unlikely to develop until after the land fronting CO7 is developed. A link to that analysis can be found [here](#).

RESOLUTION NO. 2024-40-UR

A Resolution approving the Highlands Filing No. 1 Replat G (Vista Highlands West Residential)
Urban Renewal Site Plan

Section 1. Recitals

- A. The applicant, The Garrett Companies, submitted a development review application for a Planned Unit Development Plan, Comprehensive Plan Amendment, Final Plat and Site Development Plan/Urban Renewal Site Plan for a multi-family development.
- B. A public hearing was heard by the Land Use Review Commission on February 12, 2024, at which time the Land Use Review Commission by formal resolution recommended approval of the planned unit development plan, final plat and site development plan/urban renewal site plan. The Comprehensive Plan land use map amendment is not heard by the Land Use Review Commission and only requires consideration for approval by City Council.
- C. After proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the Broomfield Urban Renewal Authority on March 12, 2024.

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

Section 2.

This Resolution constitutes the written report, findings and decision of the Broomfield Urban Renewal Authority.

Section 3. Findings

Giving consideration to the study of the adopted urban renewal plan and the Broomfield Municipal Code, recommendations of the Land Use Review Commission, comments of public officials and agencies, and testimony and written comments of all interested parties, the Authority makes the following findings:

- A. The proper posting, publication and public notice were provided as required by law for the hearings before the Broomfield Urban Renewal Authority, and the case file is hereby incorporated into the record.
- B. That the hearing before the Broomfield Urban Renewal Authority was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.

- C. The proposal is consistent with the purposes and standards of the North Park West Urban Renewal Plan and the I-25 Sub-Area Plan, upon approval by City Council of the proposed comprehensive plan amendment.
- D. The proposal mitigates potential negative impacts on nearby properties, by creating less traffic in the area than the original commercial uses proposed per the traffic report.
- E. The proposal maximizes potential positive impacts on nearby properties by providing a mix of housing opportunities including inclusionary housing units throughout the site and adds density to support future bus rapid transit in the area.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- G. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale.
- H. The land uses within the proposal are compatible with one another.
- I. The proposal includes any common areas serving the site, and contains adequate provisions for the ownership and maintenance of such areas.
- J. The proposal includes adequate public improvements (both on and off site) which will be provided in a timely manner.
- K. The residential designs comply with the I-25 Sub-Area Design Guidelines and Standards and the City's Residential Design Guidelines.

Section 4. Action

On the basis of the above findings, the Broomfield Urban Renewal Authority hereby approves the Highlands Filing No. 1 Replat G (Vista Highlands West Residential) Urban Renewal Site Plan.

This resolution is effective on the date of approval by the Broomfield Urban Renewal Authority.

Approved on March 12, 2024.

Broomfield Urban Renewal Authority

Chairman

Attest:

Secretary

Approved As To Form:

NCR

City and County Attorney



City of Broomfield

City Council Regular Meeting Memorandum

First Amendment to the 2024 Budget

Meeting	Agenda Group	
Tuesday, March 12, 2024, 6:00 PM	Action Items	Item: 7C
Presented By		
Brenda Richey		
Community Goals		
<input checked="" type="checkbox"/> Financial Sustainability and Resilience		

Overview

[View Correspondence](#)

The purpose of this memo is to provide the City Council with relevant financial information regarding a proposed amendment to the 2024 City and County of Broomfield budget and the 2024 Broomfield Urban Renewal Authority (BURA) budget, both adopted on October 24, 2023. The main purpose of this amendment is to recognize that a portion of the projected revenues and expenditures associated with specific capital projects and grants have not been expended and need to be rolled forward to complete the projects.

Both Proposed Resolution No. 2024-08 and Proposed Resolution No. 2024-28 UR would amend the adopted 2024 City and County and BURA budgets to reflect the requested rollovers of unexpended budgets for capital projects and grants that began prior to 2024 and are expected to continue into 2024. The proposed resolutions would also amend the 2024 budget with additional operational and capital expenses identified since the budget adoption.

Attachments

Memo for First Amendment to the 2024 Budget.pdf
Resolution No. 2024-08 First Amendment to the 2024 Budget.pdf
01.First Amendment Summary.pdf
02.First Amendment Detailed Summary.pdf
03.All Changes.pdf
04.Grant All Changes.pdf
05.General Government Funds Summary.pdf
06.CIP Funds Summary.pdf
07.Enterprise Funds Summary.pdf

08.BURA Summary Table.pdf

09.BURA All Changes.pdf

Summary

[View Correspondence](#)

The purpose of this memo is to provide the City Council with relevant financial information regarding a proposed amendment to the 2024 City and County of Broomfield budget and the 2024 Broomfield Urban Renewal Authority (BURA) budget, both [adopted](#) on October 24, 2023.

The 2024 beginning balances for each fund in the proposed amendments are estimates based on 2023 unaudited actual expenditures. Final, audited beginning fund balances will be included in a subsequent budget amendment of both entities. The main purpose of this amendment is to recognize that a portion of the allocated revenues and expenditures associated with specific capital projects and grants have not been expended and need to be rolled forward to complete the projects. These funds have already been approved by Council, and are only being brought forward from 2023 to 2024.

Both Proposed Resolution No. 2024-08 and Proposed Resolution No. 2024-28 UR would amend the adopted 2024 City and County and BURA budgets to reflect the requested rollovers of unexpended allocations for capital projects and grants that began prior to 2024 and are expected to continue into 2024. The proposed resolutions would also amend the 2024 budget with additional operational and capital expenses identified since the budget adoption.

The proposed budget amendment is consistent with Colorado's local government budget laws and with generally accepted principles of governmental accounting.

City and County of Broomfield Budget

The [First Amendment Summary](#) includes the proposed budget amendments by fund. The summary reflects the amended revenue, expenditures, and the 2024 estimated beginning and ending fund balances for each of the amended funds.

[Operational & CIP Changes by Fund](#) provides detail for all changes to the 2024 operational, capital, and transfer expenses identified since the budget adoption in October. New items are **bolded**.

Projected available fund balances have been identified to fund these additional requests, which total \$1,756,895 across all funds, excluding interfund transfers.

The file also provides details for the carryover of unspent capital project funds that began in a prior year and are expected to continue into 2024. The 2023 capital project rollovers total \$127,490,232 across all funds. Of the capital projects rolling into 2024, 30% of these are mandated, 30% obligations, 22% critical and 18% other.

[Grant Changes & Rollovers by Fund](#) provides details related to new grant revenues and expenditures that have been identified since the adoption of the budget. New items are **bolded**.

New/updated grant revenues total \$1,156,068 across all funds. New/updated grant expenditures total \$195,441.

The summary also includes 2023 grant rollovers, which began in prior years and are expected to continue into 2024. The timing of grant awards reflects state or federal fiscal years, instead of Broomfield's calendar fiscal year. In all cases, grant funds rolled over will only be used for the purposes for which they were originally authorized by the grantor and approved by City Council. The grant expenditure rollovers total \$2,369,793 across all funds and grant revenue rollovers total \$15,607,936 across all funds. The vast majority of these revenues are related to ARPA that cannot be recognized until expenses have occurred.

The following amendment summaries provide a synopsis of the changes proposed in this first budget amendment. They include a summary of the projected beginning balances, amended revenues and expenditures, and projected ending fund balances related to the proposed amendment.

- [General Governmental Funds Summary](#)
- [Capital Funds Summary](#)
- [Enterprise Funds Summary](#)

Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to finance various improvement projects within the Authority's boundaries. The primary funding sources for BURA are incremental tax revenues; including sales, use, and property.

The proposed Resolution No. 2024-28 UR, is the first amendment to the budget since its adoption on October 24, 2023. This first amendment to the 2024 BURA budget includes the addition of project funds for work related to the Safeway Property in conjunction with the Broomfield Town Square project in the amount of \$989,454. This work includes roof repair, retaining wall repair and signage. The amendment also includes the roll over of funds budgeted for the State Highway 7 Interim Widening Improvement totalling \$1,783,320.

The following tables summarize the 2024 revised budget for BURA.

- [BURA Summary](#)
- [BURA Changes](#)

Financial Considerations

Financial Details are included in the linked Budget tables within the memo.

Prior Council or Other Entity Actions

October 24, 2023: [Resolution No. 2023-134](#) Approving the 2024 City and County of Broomfield Budget

October 24, 2023: [Resolution No. 2023-135-UR](#) Approving the 2024 Broomfield Urban Renewal Area Budget

October 24, 2023: [Resolution No. 2023-136-AID](#) Approving the 2024 Arista Local Improvement District Budget

Boards and Commissions Prior Actions and Recommendations

Highlight recommendations from Boards & Commissions if there are any. If not, N/A

Proposed Actions / Recommendations

If the council desires to approve the proposed budget amendments for the City and County of Broomfield, the appropriate motion is...

That Resolution No. 2024-08 be adopted.

If the council desires to approve the proposed budget amendments for the Broomfield Urban Renewal Authority, the appropriate motion is...

That Resolution No. 2024-28 UR be adopted.

Alternatives

Decline to appropriate rollover funds and budget adjustments described in the linked tables. Failure to amend the 2024 budget to reflect carryovers from the 2023 capital projects and grants could result in the ceasing of associated projects or programs.

RESOLUTION NO. 2024-08

A Resolution authorizing and approving the first amendment to the City and County of Broomfield Budget for the year 2024

WHEREAS, the City Council desires to amend said budget to reflect additional unexpended capital improvement project budgets expected to be completed in future years, operating budget adjustments, including personnel, as well as new and carryover grants.

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

Section 1. Recitals

1.1 WHEREAS, the City Council, by Resolution No. 2023-134, dated October 24, 2023, adopted the budget for the City and County of Broomfield for the calendar year 2024; and

1.2 WHEREAS, the City Council desires to amend said budget to reflect additional unexpended capital improvement project budgets expected to be completed in future years, operating budget adjustments, including personnel, as well as new and carryover grants.

Section 2. Budget Amendment

Pursuant to Section 12.10 of the Charter for the City of Broomfield and upon certification by the City and County Manager, the Budget for the City and County of Broomfield for the year 2024 is hereby amended as follows.

2.1 City and County General Fund: Projected Fund Balance

The amount budgeted for total City and County General Fund Expenditures is hereby increased by \$14,217,276 from \$146,569,989 to \$160,787,265.

The amount budgeted for total City and County General Fund Revenue is hereby increased by \$13,645,173 from \$143,968,506 to \$157,613,679.

The budgeted beginning fund balance is hereby increased by \$6,530,794 from \$27,682,309 to \$34,213,103 with this amendment, the projected ending fund balance for the Fund will be \$31,039,517.

2.2 Recreation Fund: Projected Fund Balance

The amount budgeted for total Recreation Fund Expenditures is hereby increased by \$7,208 from \$10,854,808 to \$10,862,016.

The amount budgeted for total Recreation Fund Revenue is hereby increased by \$17,906 from \$10,854,808 to \$10,872,714.

The budgeted beginning fund balance is hereby increased by \$760,106 from (\$8) to \$760,098. With this amendment, the projected ending fund balance for the Fund will be \$770,796.

2.3 Streets Fund: Projected Fund Balance

The amount budgeted for total Streets Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Streets Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby decreased by \$1 from \$(-4) to \$(-5). With this amendment, the projected ending fund balance for the Fund will be \$(-5).

2.4 Library Fund: Projected Fund Balance

The amount budgeted for total Library Fund Expenditures is hereby decreased by \$5,423 from \$3,576,843 to \$3,571,420.

The amount budgeted for total Library Fund Revenue is hereby increased by \$14,577 from \$4,754,707 to \$4,769,284.

The budgeted beginning fund balance is hereby decreased by \$67,370 from \$707,680 to \$640,310. With this amendment, the projected ending fund balance for the Fund will be \$1,838,174.

2.5 Facilities Fund: Projected Fund Balance

The amount budgeted for total Facilities Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Facilities Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$7 from \$(-10) to \$(-3). With this amendment, the projected ending fund balance for the Fund will be \$(-3).

2.6 Cemetery Fund: Projected Fund Balance

The amount budgeted for total Cemetery Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Cemetery Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$60,283 from \$(-3,481) to \$56,802. With this amendment, the projected ending fund balance for the Fund will be \$56,802.

2.7 Lodging Tax Fund: Projected Fund Balance

The amount budgeted for total Lodging Tax Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Lodging Tax Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is unchanged by this amendment. With this amendment, the projected ending fund balance for the Fund will be \$0.

2.8 Human Services Fund: Projected Fund Balance

The amount budgeted for total Human Services Fund Expenditures is hereby increased by \$547,294 from \$22,207,613 to \$22,754,907.

The amount budgeted for total Human Services Fund Revenue is hereby increased by \$958,086 from \$22,889,448 to \$23,847,534.

The budgeted beginning fund balance is hereby increased by \$1,557,907 from \$3,560,955 to \$5,118,862. With this amendment, the projected ending fund balance for the Fund will be \$6,211,489.

2.9 Capital Improvement Fund: Projected Fund Balance

The amount budgeted for total Capital Improvement Fund Expenditures is hereby increased by \$33,450,255 from \$28,954,976 to \$62,405,231.

The amount budgeted for total Capital Improvement Fund Revenue is hereby increased by \$9,303,095 from \$29,424,337 to \$38,727,432.

The budgeted beginning fund balance is hereby increased by \$39,244,518 from \$10,652,543 to \$49,897,061. With this amendment, the projected ending fund balance for the Fund will be \$26,219,262.

2.10 Asset Replacement Fund: Projected Fund Balance

The amount budgeted for total Asset Replacement Fund Expenditures is hereby increased by \$11,449,890 from \$23,456,265 to \$34,906,155.

The amount budgeted for total Asset Replacement Fund Revenue is hereby decreased by \$436,894 from \$11,019,647 to \$10,582,753.

The budgeted beginning fund balance is hereby increased by \$12,057,969 from \$3,507,258 to \$15,565,227. With this amendment, the projected ending fund balance for the Fund will be \$(8,758,175).

2.11 Conservation Trust Fund: Projected Fund Balance

The amount budgeted for total Conservation Trust Fund Expenditures is hereby increased by \$2,777,581 from \$114,000 to \$2,891,581.

The amount budgeted for total Conservation Trust Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$1,935,351 from \$816,407 to \$2,751,758. With this amendment, the projected ending fund balance for the Fund will be \$878,991.

2.12 Open Space & Parks Fund: Projected Fund Balance

The amount budgeted for total Open Space and Parks Fund Expenditures is hereby increased by \$9,964,622 from \$3,081,127 to \$13,045,749.

The amount budgeted for total Open Space and Parks Fund Revenue is hereby decreased by \$248,213 from \$6,741,632 to \$6,493,419

The budgeted beginning fund balance is hereby increased by \$9,561,944 from \$8,819,731 to \$18,381,675. With this amendment, the projected ending fund balance for the Fund will be \$11,829,345.

2.13 Service Expansion Fee Capital Fund: Projected Fund Balance

The amount budgeted for total Service Expansion Fee Capital Fund Expenditures is hereby increased by \$4,433 from \$689,090 to \$693,523.

The amount budgeted for total Service Expansion Fee Capital Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$676,096 from \$12,062,717 to \$12,738,813. With this amendment, the projected ending fund balance for the Fund will be \$14,849,362.

2.14 Developer Agreement Fund: Projected Fund Balance

The amount budgeted for total Developer Agreement Fund Expenditures is hereby increased by \$2,466,422 from \$17,856,594 to \$20,323,016.

The amount budgeted for total Service Expansion Fee Capital Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$402,734 from \$3,186,820 to \$3,589,554. With this amendment, the projected ending fund balance for the Fund will be \$1,148,603.

2.15 Debt Service Fund: Projected Fund Balance

The amount budgeted for total Debt Services Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Debt Services Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$2,849 from \$121,987 to \$124,836. With this amendment, the projected ending fund balance for the Fund will be \$121,136.

2.16 Water Fund: Projected Fund Balance

The amount budgeted for total Water Fund Expenditures is hereby increased by \$36,677,910 from \$88,771,385 to \$125,449,295.

The amount budgeted for total Water Fund Revenue is hereby decreased by \$20,779,784 from \$62,063,622 to \$41,283,838.

The budgeted beginning fund balance is hereby increased by \$29,368,367 from \$30,303,498 to \$59,671,865. With this amendment, the projected ending fund balance for the Fund will be \$(24,493,592).

2.17 Sewer Fund: Projected Fund Balance

The amount budgeted for total Sewer Fund Expenditures is hereby increased by \$13,740,001 from \$26,633,660 to \$40,373,661.

The amount budgeted for total Sewer Fund Revenue is hereby decreased by \$17,937,293 from \$45,934,721 to \$27,997,428.

The budgeted beginning fund balance is hereby increased by \$7,475,658 from \$78,197,874 to \$85,673,532. With this amendment, the projected ending fund balance for the Fund will be \$73,297,299.

2.18 Water Reclamation Fund: Projected Fund Balance

The amount budgeted for total Water Reclamation Fund Expenditures is hereby increased by \$4,042,121 from \$4,827,795 to \$8,869,916.

The amount budgeted for total Water Reclamation Fund Revenue is hereby increased by \$1,845 from \$3,321,136 to \$3,322,981.

The budgeted beginning fund balance is hereby increased by \$8,293,525 from \$2,814,541 to \$11,108,066. With this amendment, the projected ending fund balance for the Fund will be \$5,561,131.

2.19 Employee Medical Care Fund: Projected Fund Balance

The amount budgeted for total Employee Medical Care Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Medical Care Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby decreased by \$846,905 from \$8,170,075 to \$7,323,170. With this amendment, the projected ending fund balance for the Fund will be \$8,341,711.

2.20 Employee Retiree Health Insurance Plan Fund: Projected Fund Balance

The amount budgeted for total Employee Retiree Health Insurance Plan Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Retiree Health Insurance Plan Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$228,847 from \$4,480,076 to \$4,708,923. With this amendment, the projected ending fund balance for the Fund will be \$5,033,473.

2.21 Employee Defined Benefit Pension Fund: Projected Fund Balance

The amount budgeted for total Employee Defined Benefit Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Defined Benefit Pension Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$765,441 from \$6,824,880 to \$7,590,321. With this amendment, the projected ending fund balance for the Fund will be \$7,077,154.

2.22 Employee Money Purchase Pension Fund: Projected Fund Balance

The amount budgeted for total Employee Money Purchase Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Employee Money Purchase Pension Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$11,293,167 from \$78,143,759 to \$89,436,926. With this amendment, the projected ending fund balance for the Fund will be \$93,156,142.

2.23 Police Defined Benefit Pension Fund: Projected Fund Balance

The amount budgeted for total Police Defined Benefit Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Police Defined Benefit Pension Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$1,282 from \$47,843 to \$49,125. With this amendment, the projected ending fund balance for the Fund will be \$44,125.

2.24 Police Money Purchase Pension Fund: Projected Fund Balance

The amount budgeted for total Police Money Purchase Pension Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Police Money Purchase Pension Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby increased by \$50,060 from \$1,355,330 to \$1,405,390. With this amendment, the projected ending fund balance for the Fund will be

\$1,732,400.

2.25 Tax Passthrough Fund: Projected Fund Balance

The amount budgeted for total Tax Passthrough Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Tax Passthrough Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is unchanged by this amendment. With this amendment, the projected ending fund balance for the Fund will be \$2,358.

2.26 Inmate Checking Fund: Projected Fund Balance

The amount budgeted for total Inmate Checking Fund Expenditures is unchanged by this amendment.

The amount budgeted for total Inmate Checking Fund Revenue is unchanged by this amendment.

The budgeted beginning fund balance is hereby decreased by \$56,607 from \$86,444 to \$29,837. With this amendment, the projected ending fund balance for the Fund will be \$29,837.

Section 3. Budget Tables

3.1 Budget Tables for all amended funds are made an integral part hereof, and all other applicable budget tables are hereby amended by the inclusion of the amendments set forth hereinabove.

Section 4. Action.

4.1 City Council approved the First Amendment to the City and County of Broomfield for Fiscal Year 2024.

Section 5. Effective Date

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

Approved on March 12, 2024.

The City And County Of Broomfield,
Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

City and County Attorney

CITY AND COUNTY OF BROOMFIELD
REVISED BUDGET SUMMARY - ALL FUNDS

Fund	Original Budget 2024	Budget Amendment #1 2024	Amended Budget 2024
Beginning Fund Balance	\$ 281,541,582		\$ 410,837,604
Revenues			
General Governmental Funds	\$ 199,467,405	\$ 14,635,742	\$ 214,103,147
Governmental Capital Funds	82,906,667	8,617,988	91,524,655
Enterprise Funds	111,319,479	(38,715,232)	72,604,247
Fiduciary Funds	229,829,550	-	229,829,550
Total Revenues	\$ 623,523,101	\$ (15,461,502)	\$ 608,061,599
Expenditures			
General Governmental Funds	\$ 200,209,189	\$ 14,766,355	\$ 214,975,544
Governmental Capital Funds	88,171,852	60,113,203	148,285,055
Enterprise Funds*	120,232,840	54,460,032	174,692,872
Fiduciary Funds	224,958,400	-	224,958,400
Total Expenditures	\$ 633,572,281	\$ 129,339,590	\$ 762,911,871
Ending Fund Balance	\$ 271,492,402		\$ 255,987,332

*The Water Tank Project corresponding budget will be adjusted in a future budget amendment based on City Council direction at the [September 2024](#)

**CITY AND COUNTY OF BROOMFIELD
REVISED BUDGET DETAILED SUMMARY - ALL FUNDS**

Fund	Revenues							
	Expenditures							
	Beginning Fund Balance	Original Budget	Budget Amendment #1	Amended Budget	Original Budget	Budget Amendment #1	Amended Budget	Ending Fund Balance
	2024	2024	2024	2024	2024	2024	2024	2024
City and County Funds								
City General Fund	\$ 30,015,040	\$ 88,703,547	\$ 6,670,275	\$ 95,373,822	\$ 96,996,247	\$ 7,947,106	\$ 104,943,353	\$ 20,445,509
County General Fund	4,198,063	55,264,959	6,974,898	62,239,857	49,573,742	6,270,170	55,843,912	10,594,008
Recreation Fund	760,098	10,854,808	17,906	10,872,714	10,854,808	7,208	10,862,016	770,796
Street Maintenance Fund	(5)	8,338,290	-	8,338,290	8,338,290	-	8,338,290	(5)
Library Fund	640,310	4,754,707	14,577	4,769,284	3,576,843	(5,423)	3,571,420	1,838,174
Facility Maintenance Fund	(3)	7,472,157	-	7,472,157	7,472,157	-	7,472,157	(3)
Cemetery Fund	56,802	489,489	-	489,489	489,489	-	489,489	56,802
Lodging Tax Fund	-	700,000	-	700,000	700,000	-	700,000	-
Human Services Fund	5,118,862	22,889,448	958,086	23,847,534	22,207,613	547,294	22,754,907	6,211,489
Total Governmental Operating Funds	\$ 40,789,167	\$ 199,467,405	\$ 14,635,742	\$ 214,103,147	\$ 200,209,189	\$ 14,766,355	\$ 214,975,544	\$ 39,916,770
Sales & Use Tax Capital Improvements Fund**	\$ 49,897,061	\$ 29,424,337	\$ 9,303,095	\$ 38,727,432	\$ 28,954,976	\$ 33,450,255	\$ 62,405,231	\$ 26,219,262
Asset Replacement Fund**	15,565,227	11,019,647	(436,894)	10,582,753	23,456,265	11,449,890	34,906,155	(8,758,175)
Conservation Trust Fund	2,751,758	1,018,814	-	1,018,814	114,000	2,777,581	2,891,581	878,991
Open Space & Parks Capital Fund	18,381,675	6,741,632	(248,213)	6,493,419	3,081,127	9,964,622	13,045,749	11,829,345
Services Expansion Fee Capital Fund	12,738,813	2,804,072	-	2,804,072	689,090	4,433	693,523	14,849,362
Development Agreement Fund	3,589,554	17,882,065	-	17,882,065	17,856,594	2,466,422	20,323,016	1,148,603
Total Governmental Capital Funds	\$ 102,924,088	\$ 68,890,567	\$ 8,617,988	\$ 77,508,555	\$ 74,152,052	\$ 60,113,203	\$ 134,265,255	\$ 46,167,388
Governmental Debt Service Fund	\$ 124,836	\$ 14,016,100	\$ -	\$ 14,016,100	\$ 14,019,800	\$ -	\$ 14,019,800	\$ 121,136
Total Governmental Funds	\$ 143,838,091	\$ 282,374,072	\$ 23,253,730	\$ 305,627,802	\$ 288,381,041	\$ 74,879,558	\$ 363,260,599	\$ 86,205,294
Water Fund*	\$ 59,671,865	\$ 62,063,622	\$ (20,779,784)	\$ 41,283,838	\$ 88,771,385	\$ 36,677,910	\$ 125,449,295	\$ (24,493,592)
Sewer Fund	85,673,532	45,934,721	(17,937,293)	27,997,428	26,633,660	13,740,001	40,373,661	73,297,299
Water Reclamation Fund	11,108,066	3,321,136	1,845	3,322,981	4,827,795	4,042,121	8,869,916	5,561,131
Total Enterprise Funds	\$ 156,453,463	\$ 111,319,479	\$ (38,715,232)	\$ 72,604,247	\$ 120,232,840	\$ 54,460,032	\$ 174,692,872	\$ 54,364,838
Employee Medical Care Fund	\$ 7,323,170	\$ 14,937,456	\$ -	\$ 14,937,456	\$ 13,918,915	\$ -	\$ 13,918,915	\$ 8,341,711
Employee Retiree Health Insurance Plan	4,708,923	528,750	-	528,750	204,200	-	204,200	5,033,473
Employee Defined Benefit Pension Fund	7,590,321	1,748,133	-	1,748,133	2,261,300	-	2,261,300	7,077,154
Employee Money Purchase Pension Fund	89,436,926	9,956,216	-	9,956,216	6,237,000	-	6,237,000	93,156,142
Police Defined Benefit Pension Fund	49,125	2,000	-	2,000	7,000	-	7,000	44,125
Police Money Purchase Pension Fund	1,405,390	334,010	-	334,010	7,000	-	7,000	1,732,400
Tax Passthrough Fund	2,358	201,122,985	-	201,122,985	201,122,985	-	201,122,985	2,358
Inmage Checking Fund	29,837	1,200,000	-	1,200,000	1,200,000	-	1,200,000	29,837
Total Fiduciary Funds	\$ 110,546,050	\$ 229,829,550	\$ -	\$ 229,829,550	\$ 224,958,400	\$ -	\$ 224,958,400	\$ 115,417,200
Total City and County Funds	\$ 410,837,604	\$ 623,523,101	\$ (15,461,502)	\$ 608,061,599	\$ 633,572,281	\$ 129,339,590	\$ 762,911,871	\$ 255,987,332

*Projected ending Enterprise fund balance will be revised in a future amendment due to expenditure adjustments. 2023 and 2024 Enterprise revenue projections were not realized and therefore required to be adjusted.

**Sales & Use Tax Capital Improvement Fund and Asset Replacement Fund are shown separately for Budgeting purposes. For financial reporting the two are combined.

City and County of Broomfield Funds: 2024 Revised Budget, Amendment #1
Table Reflects All Operational & CIP Changes

	Description	One-Time Revenues	One-Time Expenses	Ongoing Expenses
City & County General Fund	Use Tax - revision based on updated development forecasts	(1,971,327)		
	PD Detention Ops Revenue Correction	(125,000)		
	ARPA Pavement Preservation - Sealing		172,357	
	Broomfield Heights Pedestrian Improvements		1,253,056	
	Broomfield Heights Stormwater Improvements		4,615,558	
	Police (Detention) missing S&E and Contractual Services from 2024O Supplemental		25,886	
	Water/Sewer Fiber Network Infrastructure		5,906,748	
	ARPA Pavement Management		196,934	
City & County General Fund Total		\$ (2,096,327)	\$ 12,170,539	\$ -

Recreation Fund	No Changes				
Recreation Fund Total		\$ -	\$ -	\$ -	\$ -

Street Maintenance Fund	No Changes				
Street Maintenance Fund Total		\$ -	\$ -	\$ -	\$ -

Library Fund	No Changes				
Library Fund Total		\$ -	\$ -	\$ -	\$ -

Facility Maintenance Fund	No Changes				
Facility Maintenance Fund Total		\$ -	\$ -	\$ -	\$ -

Cemetery Fund	No Changes				
Cemetery Fund Total		\$ -	\$ -	\$ -	\$ -

Lodging Tax Fund	No Changes				
Lodging Tax Fund Total		\$ -	\$ -	\$ -	\$ -

Human Services Fund	DHS Non-Profit Budget Increase				62,518
Human Services Fund Total		\$ -	\$ -	\$ -	\$ 62,518

SEF	136th Avenue & Aspen Street - Traffic Signal		4,433		
			\$ 4,433		

CIP / AR Fund	112th/Uptown	3,136,581			
	112th Ave & Uptown Ave - Roadway Improvements		3,549,397		
	120th Avenue Sidewalk - Main to Teller (South side)		144,028		
	136th Ave at Legacy Exit Signal		773,094		
	1st Ave/Sheridan -Intersestion Impr - Turn Lane		5,000		
	4-Door Steel Garage for Housing Evidentiary Vehicles		206,000		
	6 Garden Center - Roof Replacement		15,740		
	Anthem Community Park Improvements		868,361		
	Anthem Ranch Road-Lowell Blvd/Hope Circle Reconst		120,070		
	Bay - Reno Phase IV - Repair Pool/ADA Compliant		10,234,972		
	Bicycle and Pedestrian Wayfinding Signs - Citywide		10,000		
	Bike & Pedestrain Striping Modifications-Citywide		97,414		
	Bridge Approach Repairs-Northwest Parkway Bridges		55,000		
	Bridge Inspections - Citywide		54,922		
	Broomfield Facilities-Parking Lot Lighting Upgrada		22,500		
	Building Repairs - Citywide		139,657		
	Card Readers and Keypad Access - Citywide		225,000		
	Change of use - Asset Replacement		485,295		
	Change of use - CIP		235,286		

City and County of Broomfield Funds: 2024 Revised Budget, Amendment #1
Table Reflects All Operational & CIP Changes

	Description	One-Time Revenues	One-Time Expenses	Ongoing Expenses
CIP / AR Fund (continued)	City and County Building - Elections Expansion		30,000	
	City and County Building - Lighting Upgrade		259,792	
	City and County Building - Reconfiguration		4,172	
	Citywide Signal & Light Pole Rehab		88,363	
	Citywide Traffic Mitigation		75,311	
	Citywide Traffic Signal Upgrades		23,611	
	CO 7 Priority 1A - CO 7 & Sheridan/ CO 7 & Lowell		515,000	
	Conference Room Refresh - Citywide		106,543	
	Courts - Attorney E-Filing Portal		82,000	
	DesCombes Drive Retaining Wall - BTS Dependent		700,000	
	Dillon Road/W 144th Ave - Improvements		502,899	
	Electric Vehicle Charging Stations - Citywide		24,747	
	Emergency Generator Upgrades - Citywide		66,308	
	FEMA - Letters of Map Revision - 4 areas		50,000	
	Finance - Innoprise Replacement		272,500	
	Finance - Jefferson Parkway Settlement		583,342	
	Fingerprint Machine Replacements		50,000	
	Fire System Upgrades		125,000	
	Fitness Equipment Replacement - All Facilities		50,000	
	Flooring Replacement-Citywide		153,846	
	Furniture and Equipment Replacement		289,801	
	Huron St. 150th/160th Ave-Widening/re-alignment		90,895	
	Hwy 287 W 6th Ave/W 10th Ave-Sound Wall Replace		1,229,221	
	Industrial Lane Bike Lane and Sidewalk		365,618	
	Industrial Lane Bike Lane and Sidewalk - Phase 2		2,948,021	
	IT - Municipal Court Separation		3,386	
	IT - Network Hardware/Telecom Replacement - Citywi		99,905	
	IT - PC Equipment Tech Refresh		16,565	
	IT - Smart City Project		1,518,234	
	Lowell Blvd. - Indian Peaks Blvd. - Guard Rail/Fen		260,000	
	Nickel St and Industrial Ln - Intersection Improve		1,733,675	
	Non- Mobile Equipment Replacement - Citywide		454,860	
	Parking Lot Reconstruction - Citywide		260,365	
	Paul Derda Rec Center Roof Replacement		1,950,000	
	PDRC - Hardscape Replacement & Repair		348,584	
	PDRC - Pool Pump Upgrade		115,669	
	PDRC Boiler Replacement		119,829	
	Plumbing Repairs - Citywide		47,681	
	Police/Detention Cntr Boiler/Water Heater Upgrade		234,540	
	Public Art - Collection Maintenance		27,432	
	Public Art 1% Annual Program		580,562	
	Radio Communication Equipment Replacement		965,790	
	Recreation - Athletics Equipment Replacement		20,000	
	Retaining Wall North of 595 Flatiron Blvd		259,945	
	S. 120th St. Bridge - Boulder County Cost Share		200,000	
	Safeway Property - Roof Replacement		689,454	
	Service Center - Norman Smith Service Center Remod		1,649,212	
	SH 128 and US 36 - Bikeway Connection		244,118	
	SH 7 Preliminary & Environmental Engineering (TIP)		71,188	
	Surge Protection - Citywide		34,284	
	Technology ADA Accessibility		49,900	
	Transit Needs Assessment & Pilot		800,000	
	US 36 Bike N Ride Shelters, Amenities, Operations		445,373	
	US287/120 Ave-Sidepath Infill/Transit Access Imprv		2,728,025	
	Vehicle Replacement		2,912,580	
	287/120th Sidepath Infill	1,740,377		

City and County of Broomfield Funds: 2024 Revised Budget, Amendment #1
Table Reflects All Operational & CIP Changes

	Description	One-Time Revenues	One-Time Expenses	Ongoing Expenses
CIP / AR Fund (continued)	Bike and Ride Shelters	221,869	4,087	
	Broadlands Lane - Troon Circle West to Muirfield Circle West Reconstruction		80,000	
	Project Savings - Change of Use		(80,000)	
	CO 128 & US 36 Bikeway Connection	118,736		
	CO 7 (SH7) Widening I-25 to Sheridan	1,396,893		
	Event Center Deconstruction and Demolition		315,630	
	GDC 2nd Floor Reconfiguration		500,000	
	Indust Ln Bikeway Phase 2	2,426,553		
	Nickel/Indy/Commerce	1,005,985		
	Flatiron Crossing Developer Agreement Payment		2,466,422	
	Use Tax - revision based on updated development forecasts	(1,180,793)		
	Safeway Roof Replacement and Other Repair		(689,454)	
	CIP / AR Fund Total	\$ 8,866,201	\$ 47,366,567	\$ -

Open Space & Parks Fund	Use Tax - revision based on updated development forecasts	(248,213)		
	Anthem Community Park Underpass		40,000	
	Aspen Street Landscaping		24,674	
	Aspen Street Pedestrian Crossing		55,000	
	Broomfield Trail - Aspen through Markel Property (331,946	
	Broomfield Trail - Aspen to Sheridan (BT5)		1,806,448	
	Broomfield Trail - Lowell to Spruce Meadows		124,876	
	Broomfield-Trail - RR Underpass at Airport Creek		5,341,318	
	Change of use		27,342	
	Citywide Park Drainage Improvements		10,181	
	Irrigation Replacements - Citywide		151,522	
	Neighborhood Connt - Iris Street to the Lake Link		93,900	
	Neighborhood Trail-Legends to Crofton Park & Colum		50,000	
	Nissen Reservoir Channel Trail		270,000	
	Open Space - Grassland Restoration		100,000	
	Open Space and Trails Misc Improvements - Citywide		30,000	
	Open Space and Trails Signage & Kiosks - Citywide		123,576	
	Open Space Master Plan Update		117,637	
	Parks Equipment		53,700	
	Parks Signage - Citywide		75,000	
	Playground Improvements - Citywide		364,680	
	Prairie Dog Management (from Endowment Fund)		30,156	
	Raptor Policy Study		23,341	
	Trail Improvements - Citywide		32,569	
	Trails North Park - Irrigation Upgrade		288,650	
	Vive Project Eagle Monitoring - Meritage Homes		8,106	
	Stoneybrook Drive Retaining Wall Replacement		390,000	
	Open Space & Parks Fund Total	\$ (248,213)	\$ 9,964,622	\$ -

Conservation Trust Fund	McKay Nature Park Mound Enhancement/Refurbish		90,100	
	Brunner Farmhouse Porch Replacement		30,000	
	McKay Lake Park & Open Lands - Landscaping		85,000	
	Paul Derda Center - Sign Replacement		67,452	
	Playground Shade Structures		49,103	
	Pool Rehabilitation - All City Pools		24,952	
	Quail Creek Park Restroom Rebuild		346,750	
	Skyestone Irrigation Infrastructure		1,023,224	
	Sport Court LED Lighting Upgrades		41,000	
	Weldford Farms Playground Surfacing		220,000	
	Red Point Ridge Park Landscape Renovation		800,000	
	Conservation Trust Fund Total	\$ -	\$ 2,777,581	\$ -

City and County of Broomfield Funds: 2024 Revised Budget, Amendment #1
Table Reflects All Operational & CIP Changes

	Description	One-Time Revenues	One-Time Expenses	Ongoing Expenses
Water Fund	New Vehicle & Mobile Equipment		(114,925)	
	Baseline Water System Reimbursement		412,269	
	Marshall Change Case Monitoring Equipment		432,842	
	Mesa Zone - Booster Station		6,245,843	
	Non- Mobile Equipment Replacement - Citywide		303,748	
	North Area Water System Improvements - Tank		180,108	
	pH Control Modifications Design and Construction		716,773	
	Sienna Reservoir/Pump Station/Pipeline		24,462,784	
	Utilities - Street Reconstruction		20,000	
	Utilities Network Infrastructure		277,556	
	Water Line Replacement		928,160	
	Water Master Plan Updates		17,726	
	Windy Gap Reservoir Construction		2,000,000	
	136th Ave and Lowell Blvd - Water Main Replacement		885,173	
	License Fee Revenue - revision based on updated development forecasts	(20,804,784)		
	Vehicle Replacement		(115,147)	
Water Fund Total		\$ (20,804,784)	\$ 36,652,910	\$ -

Sewer Fund	New Vehicle & Mobile Equipment		(153,201)	
	Big Dry Creek Tributaries MDP FHAD Study		50,000	
	Change of use		167,596	
	Highland Park Channel - Improvements		140,596	
	Non- Mobile Equipment Replacement - Citywide		257,386	
	Northlands Pond 888		84,528	
	Rock Creek Basin B Outfall - Erosion Control		119,520	
	Sewage Farm Improvements		369,538	
	Sewer Lift Station Compliance		4,792,785	
	Sewer Manhole Resets - Pavement Preservation Prog		4,995	
	Sidewalk - 120th Avenue (Local) - Pedestrian and R		933,489	
	Stormwater Rehabilitation -Citywide		161,606	
	Utilities - Street Reconstruction		10,000	
	Utilities Network Infrastructure		402,252	
	Wastewater Treatment Plant Bldg Repairs		68,604	
	Wastewater Treatment Rec Facility Expansion		2,224,760	
	WTF - Master Plan Update		101,725	
	WWTp - Odor Control Phase II		4,041,427	
	License Fee Revenue - revision based on updated development forecasts	(17,942,387)		
	Vehicle Replacement		(43,966)	
Sewer Fund Total		\$ (17,942,387)	\$ 13,733,640	\$ -

Water Reclamation Fund	Brunner Reservoir South Pipeline Replacement		1,281,244	
	GWR Monitoring		\$ 11,254	
	Marshall Water Rights Change of Use (50% of cost)		\$ 187,046	
	Meadow Island Diversion Structure		\$ 873,653	
	Sack Flume Rehabilitation		\$ 212,126	
	Strainer Replacement 2024		\$ 566,220	
	Water Tank - 3.2M Gallons		\$ 910,000	
Water Reclamation Fund Total		\$ -	\$ 4,041,543	\$ -

City and County of Broomfield Total		\$ (32,225,510)	\$ 126,711,835	\$ 62,518
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* Bolded Items are New/Updated Items.

Grants: 2024 Revised Budget, Amendment #1
Table Reflects All Changes

	Description	One-Time Revenues	One-Time Expenses
City & County General Fund	2023 TourWest Grant	3,750.00	3,750.00
	Public Health Air Quality Grant	3,101.94	
	American Rescue Plan Act	12,144,653.16	
	ARPA Office of Public Health Practice, Planning and Local Partnerships (OPHP) Grants	122,395.00	
	Bulletproof Vest Program Grant	11,365.20	
	Caregiver Respite - Info, Assist & Case Planning	7,097.82	138.10
	Community Development Block Grant (CDBG) COVID - Fiscal Year (FY) 2020	92,748.41	92,748.41
	Community Development Block Grant (CDBG) - Fiscal Year (FY) 2022	58,945.17	58,945.17
	Center Disease Control Crisis Response Cooperative Agreement Grant	23,578.50	
	Communities That Care (CTC) Award	80,072.86	18,664.30
	Community Development Block Grant (CDBG) - Fiscal Year (FY) 2023	221,787.09	221,787.09
	Defense Council First Appearance (DCFA) Grant	14,151.50	14,151.50
	Denver Broncos Football Club Stadium Proceeds	771,526.88	771,526.88
	Denver Regional Council of Governments (DRCOG) Respite Caregiver Grant FY 2023-2024	34,795.35	30,016.90
	DRCOG Transportation Grant FY 2023-2024	175,222.92	45,265.00
	E911 Funding	217,125.00	217,125.00
	E911 Funding	484,514.00	
	Epidemiology and Laboratory Capacity (ELC) Funding	9,039.95	
	Electronic Recording Technology Fund Grant	21,334.50	21,334.50
	Environmental Protection Agency (EPA) State Indoor Radon Grant	2,752.50	2,752.50
	Public Health Emergency Response (PHEP) Cities Readiness Initiative (CRI) Grant	16,814.64	
	Public Health Emergency Response (PHEP) Core Grant	3,414.93	
	Family Planning Grant	26,249.14	
	Home - Tenant Based Rental Assistance - FY23	152,534.00	152,534.00
	Immunization Grant #4	100,222.58	
	Immunizations - Core	35,333.00	
	Internet Crimes Against Children (ICAC)	8,358.00	8,358.00
	Law Enforcement & Behavioral Health Partnership Grant	228,261.00	224,931.72
	Licensed Practitioner of the Healing Arts (LPHA) - Child Fatality Grant	2,500.00	
	Maternal and Child Health (MCH) Block Grant	23,305.00	
	National Endowment for the Arts (NEA) Our Town Grant Program	41,679.60	41,679.60
	Rose Foundation Grant - Nobody Knows: CCOB Voices (Un)Muted	7,000.00	7,000.00
	Colorado Department of Public Health & Environment (CDPHE) Per Capita Contract	54,173.00	
	Public Health Emergency Response (PHEP) / Extended Producer Responsibility (EPR) Core	20,000.00	
	Plan/provide direct services for COVID19 vaccine	87,205.63	
	Private Donations to Easy Ride Program	1,948.68	
	Public Health Infrastructure	249,928.00	
	Colorado Department of Public Health & Environment (CDPHE) Retail Food Grant	12,500.00	
	Scientific and Cultural Facilities District (SCFD) Grant		97,190.00
	Colorado State Internet Portal Authority (SIPA) Micro Grant - FY23	6,000.00	6,000.00
	Tobacco Cessation & Education Grant	31,382.55	5,156.45
	Victims of Crime Act (VOCA) Victim Advocate Grant	70,620.14	
	Woman, Infants & Children (WIC) Grant	62,109.85	5,679.49
City & County General Fund Total		\$ 15,741,497	\$ 2,046,735

Recreation Fund	Capacity Building Award	5,608.02	5,608.02
	SCL Health - Middle School Access Pass	10,698.00	
	Universal Pre-K Provider Bonus Grant	1,600.00	1,600.00
Recreation Fund Total		\$ 17,906	\$ 7,208

Grants: 2024 Revised Budget, Amendment #1
Table Reflects All Changes

	Description	One-Time Revenues	One-Time Expenses
Library Fund	State Grant to Libraries Act	14,577.38	(5,422.62)
	Library Fund Total	\$ 14,577	\$ (5,423)

Human Services Fund	Broomfield Community Foundation Grant	2,500.00	2,500.00
	Community Services Block Grant	63.00	
	Community Services Block Grant - Reconciliation	(101,900.00)	
	Community Solutions Flex Funds Grant	50,000.00	50,000.00
	Family First Transition Act	65,576.70	65,576.70
	Family Voices Grant	9,400.00	3,150.00
	Goodwill	5,000.00	5,000.00
	Jobs for Veterans State Grant	14,364.65	
	Veterans Grant	5,556.60	
	The American Dream Employment Network (ADEN) - workforce disabled client incentive	19,967.00	19,967.00
	FY21 Innovation, Diversity, Equity in Apprenticeship (IDEA) Grant - Operating & Client	37,471.94	29,580.00
	FY22 Reskilling, Upskilling, and Next-skilling (RUN) Workers Fund - Client	19,800.00	19,800.00
	FY22 Quality Jobs, Equity, Strategy and Training (QUEST) - Admin, Operating, & Client	168,500.54	135,698.42
	PY22 Workforce Innovation & Opportunity Act (WIOA) Youth - Admin	2,971.85	
	PY22 Workforce Innovation & Opportunity Act (WIOA) 75% Youth (Out of School) - Client	16,555.78	16,555.78
	FY23 Workforce Innovation & Opportunity Act (WIOA) Adult - Admin & Client	9,528.86	8,324.45
	FY23 Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker - Admin & Client	9,443.42	8,138.14
	FY23 Workforce Innovation & Opportunity Act (WIOA) Enhanced Dislocated Worker - Ops & Client	15,056.02	10,002.00
	FY23 Reemployment Services and Eligibility (RESEA)	84,748.34	
	PY23 Wagner Peyser (WP)	159,637.71	
	PY23 Workforce Innovation & Opportunity Act (WIOA) 25% Youth Client	13,077.70	13,077.70
	PY23 Workforce Innovation & Opportunity Act (WIOA) 25% Youth Operating	31,402.40	
	PY23 Workforce Innovation & Opportunity Act (WIOA) 75% Youth Client	13,077.70	13,077.70
	PY23 Workforce Innovation & Opportunity Act (WIOA) 75% Youth Operating	30,960.54	
	PY23 Workforce Innovation & Opportunity Act (WIOA) Adult Admin	2,422.23	
	PY23 Workforce Innovation & Opportunity Act (WIOA) Adult Client	10,324.00	10,324.00
	PY23 Workforce Innovation & Opportunity Act (WIOA) Adult Operating	9,143.62	
	PY23 Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker Admin	997.00	
	PY23 Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker Client	5,842.00	5,842.00
	FY24 Workforce Innovation & Opportunity Act (WIOA) Adult Admin	9,444.71	
	FY24 Workforce Innovation & Opportunity Act (WIOA) Adult Client	29,750.95	29,750.95
	FY24 Workforce Innovation & Opportunity Act (WIOA) Adult Operating	55,249.79	
	FY24 Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker Admin	3,631.24	
	FY24 Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker Client	11,438.43	11,438.43
	FY24 Workforce Innovation & Opportunity Act (WIOA) Dislocated Worker Operating	21,242.79	
	PY23 Quality Jobs, Equity, Strategy and Training (QUEST2) Admin	8,562.75	
	PY23 Quality Jobs, Equity, Strategy and Training (QUEST2) Client	26,972.66	26,972.66
	PY23 Quality Jobs, Equity, Strategy and Training (QUEST2) Operating	50,092.09	
	SFY23 State Trade Expansion Program (STEP) Participant Training	6,890.51	
	SFY23 State Trade Expansion Program (STEP) Personnel	11,821.16	
	SFY23 State Trade Expansion Program (STEP) Subsidized Wages	8,238.76	
	SFY23 State Trade Expansion Program (STEP) Supportive Services	3,259.54	
	Human Services Fund Total	\$ 958,085	\$ 484,776

Water Fund	Turf Replacement Program (TRP) Grant	25,000	25,000
	Water Fund Total	\$ 25,000	\$ 25,000

Grants: 2024 Revised Budget, Amendment #1
Table Reflects All Changes

	Description	One-Time Revenues	One-Time Expenses
Sewer Fund	Colorado Department of Public Health & Environment (CDPHE) Per- and Polyfluorinated/Polyfluoroalkyl Substances (PFAS) Grant Program	5,093.95	6,360.71
	Sewer Fund Total	\$ 5,094	\$ 6,361

Water Reclamation Fund	Colorado Department of Public Health & Environment (CDPHE) Per- and Polyfluorinated/Polyfluoroalkyl Substances (PFAS) Grant Program	1,845.00	578.24
	Water Reclamation Fund Total	\$ 1,845	\$ 578

	City and County of Broomfield Total	\$ 16,764,005	\$ 2,565,235
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* **Bolded Items are New/Updated Items.**

CITY AND COUNTY OF BROOMFIELD
REVISED BUDGET SUMMARY - GENERAL GOVERNMENTAL FUNDS

	Original Budget 2024	Budget Amendment #1 2024	Amended Budget 2024
Beginning Fund Balance	\$ 31,947,441		\$ 40,789,167
Revenues			
City General Fund	\$ 88,703,547	\$ 6,670,275	\$ 95,373,822
County General Fund	55,264,959	6,974,898	62,239,857
Recreation Fund	10,854,808	17,906	10,872,714
Street Maintenance Fund	8,338,290	-	8,338,290
Library Fund	4,754,707	14,577	4,769,284
Facility Maintenance Fund	7,472,157	-	7,472,157
Cemetery Fund	489,489	-	489,489
Lodging Tax Fund	700,000	-	700,000
Human Services Fund	22,889,448	958,086	23,847,534
Total Revenues	\$ 199,467,405	\$ 14,635,742	\$ 214,103,147
Expenditures			
City General Fund	\$ 96,996,247	\$ 7,947,106	\$ 104,943,353
County General Fund	49,573,742	6,270,170	55,843,912
Recreation Fund	10,854,808	7,208	10,862,016
Street Maintenance Fund	8,338,290	-	8,338,290
Library Fund	3,576,843	(5,423)	3,571,420
Facility Maintenance Fund	7,472,157	-	7,472,157
Cemetery Fund	489,489	-	489,489
Lodging Tax Fund	700,000	-	700,000
Human Services Fund	22,207,613	547,294	22,754,907
Total Expenditures	\$ 200,209,189	\$ 14,766,355	\$ 214,975,544
Ending Fund Balance	\$ 31,205,657		\$ 39,916,770

CITY AND COUNTY OF BROOMFIELD
REVISED BUDGET SUMMARY - GOVERNMENTAL CAPITAL FUNDS

Fund	Original Budget 2024	Budget Amendment #1 2024	Amended Budget 2024
Beginning Fund Balance	\$ 39,167,463		\$ 103,048,924
Revenues			
Sales & Use Tax Capital Improvements Fund	\$ 29,424,337	\$ 9,303,095	\$ 38,727,432
Asset Replacement Fund	11,019,647	(436,894)	10,582,753
Conservation Trust Fund	1,018,814	-	1,018,814
Open Space & Parks Capital Fund	6,741,632	(248,213)	6,493,419
Services Expansion Fee Capital Fund	2,804,072	-	2,804,072
Development Agreement Fund	17,882,065	-	17,882,065
Governmental Debt Service Fund	14,016,100	-	14,016,100
Total Revenues	\$ 82,906,667	\$ 8,617,988	\$ 91,524,655
Expenditures			
Sales & Use Tax Capital Improvements Fund	\$ 28,954,976	\$ 33,450,255	\$ 62,405,231
Asset Replacement Fund	23,456,265	11,449,890	34,906,155
Conservation Trust Fund	114,000	2,777,581	2,891,581
Open Space & Parks Capital Fund	3,081,127	9,964,622	13,045,749
Services Expansion Fee Capital Fund	689,090	4,433	693,523
Development Agreement Fund	17,856,594	2,466,422	20,323,016
Governmental Debt Service Fund	14,019,800	-	14,019,800
Total Expenditures	\$ 88,171,852	\$ 60,113,203	\$ 148,285,055
Ending Fund Balance	\$ 33,902,278		\$ 46,288,524

CITY AND COUNTY OF BROOMFIELD
REVISED BUDGET SUMMARY - ENTERPRISE FUNDS

Fund	Original Budget 2024	Budget Amendment #1 2024	Amended Budget 2024
Beginning Fund Balance	\$ 111,315,913		\$ 156,453,463
Revenues			
Water Fund	\$ 62,063,622	\$ (20,779,784)	\$ 41,283,838
Sewer Fund	45,934,721	(17,937,293)	27,997,428
Reuse Fund	3,321,136	1,845	3,322,981
Total Revenues	\$ 111,319,479	\$ (38,715,232)	\$ 72,604,247
Expenditures			
Water Fund	\$ 88,771,385	\$ 36,677,910	\$ 125,449,295
Sewer Fund	26,633,660	13,740,001	40,373,661
Reuse Fund	4,827,795	4,042,121	8,869,916
Total Expenditures	\$ 120,232,840	\$ 54,460,032	\$ 174,692,872
Ending Fund Balance	\$ 102,402,552		\$ 54,364,838

Table 1
BROOMFIELD URBAN RENEWAL AUTHORITY
TOTAL BUDGET SUMMARY - ALL URBAN RENEWAL AREAS

Sources and Uses of Funds	Original Budget 2024	Budget Amendment #1	Revised Budget 2024
<i>Sources of Funds</i>			
Beginning Balance			
Amended West 120th Avenue Gateway Corridor BURA	\$ 12,634,276		\$ 13,850,740
Baseline BURA	6,135,192		5,755,905
Broomfield Plaza/Civic Center BURA	1,008,981		1,014,992
General BURA Services BURA*	708,766		(2,141,296)
Hoyt Street (TIF) BURA	114,211		137,863
Lowell Gateway BURA	225,389		222,293
North Park West BURA	8,915,382		11,430,082
Original Broomfield BURA	2,651,691		3,920,099
US 36 West Corridor BURA	1,981,115		1,520,368
Wadsworth Interchange BURA - Event Center	198,913		1,074,896
West Midway Extended BURA	2,743		2,743
Total Beginning Balance	\$ 34,576,659		\$ 36,788,685
Revenues			
Amended West 120th Avenue Gateway Corridor BURA	\$ 5,367,749	\$ -	\$ 5,367,749
Baseline BURA	31,910,086	-	31,910,086
Broomfield Plaza/Civic Center BURA	709,618	-	709,618
General BURA Services BURA*	4,464,050	-	4,464,050
Hoyt Street (TIF) BURA	537,077	-	537,077
Lowell Gateway BURA	377,964	-	377,964
North Park West BURA	14,264,771	-	14,264,771
Original Broomfield BURA	4,437,215	-	4,437,215
US 36 West Corridor BURA	2,862,980	-	2,862,980
Wadsworth Interchange BURA - Event Center	12,326,018	-	12,326,018
West Midway Extended BURA	-	-	-
Total Revenues	\$ 77,257,528	\$ -	\$ 77,257,528
Total Sources of Funds			
Amended West 120th Avenue Gateway Corridor BURA	\$ 18,002,025		\$ 19,218,489
Baseline BURA	38,045,278		37,665,991
Broomfield Plaza/Civic Center BURA	1,718,599		1,724,610
General BURA Services BURA*	5,172,816		2,322,754
Hoyt Street (TIF) BURA	651,288		674,940
Lowell Gateway BURA	603,353		600,257
North Park West BURA	23,180,153		25,694,853
Original Broomfield BURA	7,088,906		8,357,314
US 36 West Corridor BURA	4,844,095		4,383,348
Wadsworth Interchange BURA - Event Center	12,524,931		13,400,914
West Midway Extended BURA	2,743		2,743
Total Sources of Funds	\$ 111,834,187		\$ 114,046,213

Table 1
BROOMFIELD URBAN RENEWAL AUTHORITY
TOTAL BUDGET SUMMARY - ALL URBAN RENEWAL AREAS

Sources and Uses of Funds	Original Budget 2024	Budget Amendment #1	Revised Budget 2024
<i>Use of Funds</i>			
Expenditures			
Amended West 120th Avenue Gateway Corridor BURA	\$ 2,148,626	\$ -	\$ 2,148,626
Baseline BURA	23,473,082	-	23,473,082
Broomfield Plaza/Civic Center BURA	321,096	989,454	1,310,550
General BURA Services BURA*	4,991,183	-	4,991,183
Hoyt Street (TIF) BURA	537,077	-	537,077
Lowell Gateway BURA	228,245	-	228,245
North Park West BURA	7,804,252	1,783,320	9,587,572
Original Broomfield BURA	2,195,488	-	2,195,488
US 36 West Corridor BURA	178,233	-	178,233
Wadsworth Interchange BURA - Event Center	12,434,744	-	12,434,744
West Midway Extended BURA	-	-	-
Total Use of Funds	\$ 54,312,026	\$ 2,772,774	\$ 57,084,800
Ending Balance			
Amended West 120th Avenue Gateway Corridor BURA	\$ 15,853,399		\$ 17,069,863
Baseline BURA	14,572,196		14,192,909
Broomfield Plaza/Civic Center BURA	1,397,503		414,060
General BURA Services BURA*	181,633		(2,668,429)
Hoyt Street (TIF) BURA	114,211		137,863
Lowell Gateway BURA	375,108		372,012
North Park West BURA	15,375,901		16,107,281
Original Broomfield BURA	4,893,418		6,161,826
US 36 West Corridor BURA	4,665,862		4,205,115
Wadsworth Interchange BURA - Event Center	90,187		966,170
West Midway Extended BURA	2,743		2,743
Total Ending	\$ 57,522,161		\$ 56,961,413

*2023 Unaudited Actuals does not yet include Annual Allocation for General BURA so 2024 Revised Budget beginning balance reflects a negative balance. The number will be adjusted upon the finalization of the 2023 financial statements

**City and County of Broomfield, Broomfield Urban Renewal Area (BURA) Funds: 2024 Revised
Budget, Amendment #1
Table Reflects All Changes**

Description		One-Time Revenues	One-Time Expenses
BURA Fund	Safeway Roof Replacement and Other Repair		989,454
	SH7 Interim Widening Improvements		1,783,320
BURA Fund Total		\$ -	\$ 2,772,774

City and County of Broomfield, Broomfield Urban Renewal Area (BURA) Total		\$ -	\$ 2,772,774
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* Bolded Items are New/Updated Items.



City of Broomfield

City Council Regular Meeting Memorandum

BURA - First Amendment to the 2024 Budget

Meeting	Agenda Group
Tuesday, March 12, 2024, 6:00 PM	Action Items Item: 7D
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	Brenda Richey
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

The purpose of this memo is to provide the City Council with relevant financial information regarding a proposed amendment to the 2024 City and County of Broomfield budget and the 2024 Broomfield Urban Renewal Authority (BURA) budget, both adopted on October 24, 2023. The main purpose of this amendment is to recognize that a portion of the projected revenues and expenditures associated with specific capital projects and grants have not been expended and need to be rolled forward to complete the projects.

Both Proposed Resolution No. 2024-08 and Proposed Resolution No. 2024-28 UR would amend the adopted 2024 City and County and BURA budgets to reflect the requested rollovers of unexpended budgets for capital projects and grants that began prior to 2024 and are expected to continue into 2024. The proposed resolutions would also amend the 2024 budget with additional operational and capital expenses identified since the budget adoption.

Attachments

Memo for First Amendment to the 2024 Budget.pdf

Resolution No. 2024-28 UR First Amendment to the 2024 BURA Budget.pdf

Summary

[View Correspondence](#)

The purpose of this memo is to provide the City Council with relevant financial information regarding a proposed amendment to the 2024 City and County of Broomfield budget and the 2024 Broomfield Urban Renewal Authority (BURA) budget, both [adopted](#) on October 24, 2023.

The 2024 beginning balances for each fund in the proposed amendments are estimates based on 2023 unaudited actual expenditures. Final, audited beginning fund balances will be included in a subsequent budget amendment of both entities. The main purpose of this amendment is to recognize that a portion of the allocated revenues and expenditures associated with specific capital projects and grants have not been expended and need to be rolled forward to complete the projects. These funds have already been approved by Council, and are only being brought forward from 2023 to 2024.

Both Proposed Resolution No. 2024-08 and Proposed Resolution No. 2024-28 UR would amend the adopted 2024 City and County and BURA budgets to reflect the requested rollovers of unexpended allocations for capital projects and grants that began prior to 2024 and are expected to continue into 2024. The proposed resolutions would also amend the 2024 budget with additional operational and capital expenses identified since the budget adoption.

The proposed budget amendment is consistent with Colorado's local government budget laws and with generally accepted principles of governmental accounting.

City and County of Broomfield Budget

The [First Amendment Summary](#) includes the proposed budget amendments by fund. The summary reflects the amended revenue, expenditures, and the 2024 estimated beginning and ending fund balances for each of the amended funds.

[Operational & CIP Changes by Fund](#) provides detail for all changes to the 2024 operational, capital, and transfer expenses identified since the budget adoption in October. New items are **bolded**.

Projected available fund balances have been identified to fund these additional requests, which total \$1,756,895 across all funds, excluding interfund transfers.

The file also provides details for the carryover of unspent capital project funds that began in a prior year and are expected to continue into 2024. The 2023 capital project rollovers total \$127,490,232 across all funds. Of the capital projects rolling into 2024, 30% of these are mandated, 30% obligations, 22% critical and 18% other.

[Grant Changes & Rollovers by Fund](#) provides details related to new grant revenues and expenditures that have been identified since the adoption of the budget. New items are **bolded**.

New/updated grant revenues total \$1,156,068 across all funds. New/updated grant expenditures total \$195,441.

The summary also includes 2023 grant rollovers, which began in prior years and are expected to continue into 2024. The timing of grant awards reflects state or federal fiscal years, instead of Broomfield's calendar fiscal year. In all cases, grant funds rolled over will only be used for the purposes for which they were originally authorized by the grantor and approved by City Council. The grant expenditure rollovers total \$2,369,793 across all funds and grant revenue rollovers total \$15,607,936 across all funds. The vast majority of these revenues are related to ARPA that cannot be recognized until expenses have occurred.

The following amendment summaries provide a synopsis of the changes proposed in this first budget amendment. They include a summary of the projected beginning balances, amended revenues and expenditures, and projected ending fund balances related to the proposed amendment.

- [General Governmental Funds Summary](#)
- [Capital Funds Summary](#)
- [Enterprise Funds Summary](#)

Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to finance various improvement projects within the Authority's boundaries. The primary funding sources for BURA are incremental tax revenues; including sales, use, and property.

The proposed Resolution No. 2024-28 UR, is the first amendment to the budget since its adoption on October 24, 2023. This first amendment to the 2024 BURA budget includes the addition of project funds for work related to the Safeway Property in conjunction with the Broomfield Town Square project in the amount of \$989,454. This work includes roof repair, retaining wall repair and signage. The amendment also includes the roll over of funds budgeted for the State Highway 7 Interim Widening Improvement totalling \$1,783,320.

The following tables summarize the 2024 revised budget for BURA.

- [BURA Summary](#)
- [BURA Changes](#)

Financial Considerations

Financial Details are included in the linked Budget tables within the memo.

Prior Council or Other Entity Actions

October 24, 2023: [Resolution No. 2023-134](#) Approving the 2024 City and County of Broomfield Budget

October 24, 2023: [Resolution No. 2023-135-UR](#) Approving the 2024 Broomfield Urban Renewal Area Budget

October 24, 2023: [Resolution No. 2023-136-AID](#) Approving the 2024 Arista Local Improvement District Budget

Boards and Commissions Prior Actions and Recommendations

Highlight recommendations from Boards & Commissions if there are any. If not, N/A

Proposed Actions / Recommendations

If the council desires to approve the proposed budget amendments for the City and County of Broomfield, the appropriate motion is...

That Resolution No. 2024-08 be adopted.

If the council desires to approve the proposed budget amendments for the Broomfield Urban Renewal Authority, the appropriate motion is...

That Resolution No. 2024-28 UR be adopted.

Alternatives

Decline to appropriate rollover funds and budget adjustments described in the linked tables. Failure to amend the 2024 budget to reflect carryovers from the 2023 capital projects and grants could result in the ceasing of associated projects or programs.

RESOLUTION NO. 2024-28 UR

A Resolution authorizing and approving the first amendment to the Broomfield Urban Renewal Authority Budget for the year 2024

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

Section 1. Recitals

1.1 WHEREAS, the Broomfield Urban Renewal Authority, by Resolution No. 2023-135-UR, dated October 24, 2023, adopted the budget for the Broomfield Urban Renewal Authority for the calendar year 2024; and

1.2 WHEREAS, the Broomfield Urban Renewal Authority desires to amend said budget to reflect revisions to expenditures, capital projects, and grants since the adoption of the fiscal year 2024 budget.

Section 2. Budget Amendment

The following sums of money are hereby appropriated for the Fiscal Year 2023 in the amounts set forth in Table 1 and as follows:

Summary of 2024 Budget Amendment #1				
Fund	2024 Original Budget	2024 Amd #1 Change	2024 Amended Budget	2024 Projected Ending Fund Balance
General Operations	\$ 54,312,026	\$ 2,772,774	\$ 57,084,800	\$56,961,413

Section 3. Budget Tables

3.1 Budget Tables for all amended funds are made an integral part hereof, and all other applicable budget tables are hereby amended by the inclusion of the amendments set forth hereinabove.

Section 4. Action.

4.1 City Council approved the First Amendment to the Broomfield Urban Renewal Authority for Fiscal Year 2024.

Section 5. Effective Date

This resolution is effective on the date of approval by the Broomfield Urban Renewal Authority.

Approved on March 12, 2024.

The City And County Of Broomfield,
Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

City and County Attorney