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Tuesday, March 25, 2025, 6:00 PM  
Council Chambers  
One DesCombes Drive  
Broomfield, CO 80020

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## **1. Meeting Commencement**

### **1A. Pledge of Allegiance**

### **1B. Review and Approval of Agenda**

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## **2. Petitions and Communications**

### **2A. Recognition of Broomfield High School State Champion Wrestler**

### **2B. Proclamation Declaring April 26, 2025 World Tai Chi and Qigong Day in Broomfield**

### **2C. Proclamation for Child Abuse Awareness**

### **2D. Front Range Passenger Rail Joint Service Update**

### **2E. Housing Ballot Initiative Update**

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## **3. Councilmember Reports**

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## **4. Public Comment**

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## **5. Reports**

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## **6. Consent Items**

### **6A. Minutes for Approval**

### **6B. Proposed Resolution for Social Services Expenditures Fourth Quarter 2024**

— Resolution No. 2025-66-BSS Review of Human Services Expenditures and Electronic Benefit Transfers for Fourth Quarter 2024

### **6C. Proposed Resolution for First Amendment to Agreement for Network Standardization Solutions with High Point Networks, LLC**

— Resolution No. 2025-56 approving the First Amendment to Agreement with High Point Networks, LLC for Network Equipment, Maintenance and Support

### **6D. Proposed Resolution Approving a Memorandum of Understanding with Adams County for Emergency Election Relocation Procedures**

— Resolution No. 2025-16 approving an Memorandum of Understanding between Broomfield and Adams County Clerk & Recorder for emergency election relocation procedures

## **6E. Matters Related to Marijuana Operations and Cultivation/Manufacturing**

- Resolution 2025-64 A Resolution Imposing a Temporary Moratorium until May 24, 2025 on the submission, acceptance, processing, approval of applications or permits for Marijuana Cultivation and Marijuana Product Manufacturing uses
- Ordinance 2266 An ordinance to amend the Broomfield Municipal Code, Title 17, to make permanent the sunsetted prohibitions on marijuana cultivation and manufacturing facilities, and to update the Zoning Code on retail marijuana operations
- Ordinance 2267 An ordinance amending the Broomfield Municipal Code to permit the sale of non-marijuana consumable food and drink at marijuana establishments

## **7. Action Items**

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### **7A. Public Hearing Ordinance for Business Improvement District Formation for Broomfield Town Square - Second Reading**

- Ordinance 2263 declaring the organization of the Broomfield Town Square Business Improvement District, establishing and appointing a Board of Directors, and approving the 2025 and 2026 Operating Plan and Budget

### **7B. Proposed Resolutions for Urban Renewal Area Plan and Related Tax Sharing Agreements for Broomfield Town Square**

- Resolution 2025-69 approving the Broomfield Town Square Urban Renewal Area Plan
- Resolution 2025-70 approving a Substantial Modification of the Broomfield Plaza Civic Center Urban Renewal Area Plan

### **7C. BURA Proposed Resolution for Urban Renewal Area Plan and Related Tax Sharing Agreements for Broomfield Town Square**

*(Broomfield Urban Renewal Authority - BURA)*

- Resolution 2025-71-UR Approving Certain Tax Increment Revenue Agreements Related to the Broomfield Town Square

### **7D. Public Hearing - 11961 Quay Street Use by Special Review and Rezoning First Reading**

- Resolution No. 2025-60 Approving Olson Addition, Lot 40 and Olson Subdivision, Lot 12 Use by Special Review for Outdoor Storage
- Ordinance No. 2264 Rezoning of Olson Addition, Lot 40 and Olson Subdivision, Lot 12 (11961 Quay Street) from Commercial C-1(J) to General Industrial I-2

### **7E. Proposed Resolution for Open Space Naming**

- Resolution No. 2025-49 approving the Name for the Open Space at 18100 County Road 7 to "Water Runs Back Open Space"

### **7F. Proposed Resolution for Authorized Spending for On Demand Services under Master Services Agreements**

- Resolution 2025-59 for Authorized Spending under Master Services Agreements

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

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### **8A. Councilmember Marsh-Holschen's Request for Future Action Regarding Continued Telephone Services for City Council Meetings**

## **8B. Mayor Pro Tem Shaff's Request for Censure regarding Councilmember Marsh-Holschen's conduct**

### **9. Adjournment**

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

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

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



*Date Posted: March 19, 2025*



# City and County of Broomfield

## City Council Regular Meeting

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### B. Proclamation Declaring April 26, 2025 World Tai Chi and Qigong Day in Broomfield

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Petitions and Communications Item: 2B.
Presented By	
Kelli Cole, Executive Office Manager	
Community Goals	

## Overview

[View Correspondence](#)

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Proclamation declaring April 26, 2025 as World Tai Chi and Qigong Day in Broomfield

### **Attachments**

[Memo - World Tai Chi and Qigong Day 2025.pdf](#)

[World Tai Chi and Qigong Day Proclamation 2025.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

On Saturday, April 26, 2025, at 10 a.m. local time, millions of people across more than 80 countries will unite for World Tai Chi and Qigong Day, creating a powerful "healing wave" that will spread across the planet. Starting in New Zealand and rolling through six continents, this global event promotes health, wellness, and a deep sense of community.

World Tai Chi and Qigong Day is a synchronized global movement that transcends borders and cultures. People of all ages and skill levels will gather in public spaces, from bustling cities to serene parks, to practice Tai Chi and Qigong. These ancient Chinese exercises are renowned for their health benefits and the event will showcase a stunning visual display of unity and peace.

Rooted in Traditional Chinese Medicine and refined over thousands of years, Tai Chi and Qigong are now globally recognized for their powerful health benefits. They are increasingly being integrated into hospitals, businesses, schools, prisons, and other institutions as effective tools for improving mental and physical well-being.

This year, Broomfield, Colorado, will join hundreds of cities worldwide in celebrating World Tai Chi and Qigong Day. Residents and participants from surrounding areas will gather at Anthem Park to contribute to this international wave of health and healing, offering a unique opportunity to be part of a global movement for wellness and peace. Whether you're an experienced practitioner or a curious newcomer, this event provides a chance to connect with others and experience the profound benefits of these ancient practices.

The proclamation declaring April 26, 2025 as World Tai Chi and Qigong Day in Broomfield is included as an attachment.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

N/A

## Alternatives

N/A



# Proclamation

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## PROCLAMATION DECLARING APRIL 26, 2025 AS WORLD TAI CHI AND QIGONG DAY IN BROOMFIELD

- WHEREAS, *On Saturday, April 26, 2025, at 10 a.m. local time, millions of people across more than 80 countries will unite for World Tai Chi and Qigong Day, creating a powerful "healing wave" that will spread across the planet. Starting in New Zealand and rolling through six continents, this global event promotes health, wellness, and a deep sense of community; and*
- WHEREAS, *World Tai Chi and Qigong Day is not just a series of demonstrations and participatory exercises—it is a synchronized global movement that transcends borders and cultures. People of all ages and skill levels will gather in public spaces, from bustling cities to serene parks, to practice Tai Chi and Qigong. These ancient Chinese exercises are renowned for their health benefits and the event will showcase a stunning visual display of unity and peace; and*
- WHEREAS, *Rooted in Traditional Chinese Medicine and refined over thousands of years, Tai Chi and Qigong are now globally recognized for their powerful health benefits. They are increasingly being integrated into hospitals, businesses, schools, prisons, and other institutions as effective tools for improving mental and physical well-being; and*
- WHEREAS, *This year, Broomfield, Colorado, will join hundreds of cities worldwide in celebrating World Tai Chi and Qigong Day. Residents and participants from surrounding areas will gather at Anthem Park to contribute to this international wave of health and healing; and*
- WHEREAS, *World Tai Chi and Qigong Day offers a unique opportunity to be part of a global movement for wellness and peace. Whether you're an experienced practitioner or a curious newcomer, this event provides a chance to connect with others and experience the profound benefits of these ancient practices.*

*NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim April 26, 2025 as:*

## **WORLD TAI CHI AND QIGONG DAY IN BROOMFIELD**

*In witness whereof, I hereunto set my hand and official seal on this the 25th day of March, 2025.*

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*Guyleen Castriotta*  
Mayor



**C. Proclamation for Child Abuse Awareness**

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Petitions and Communications Item: 2C.
Presented By	
Lisana Muñoz, Director of Human Services	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

The Child, Adult, and Family Services (CAFS) Division of the Department of Human Services receives all calls related to potential maltreatment of children within the City and County of Broomfield. Court Appointed Special Advocates (CASA) is a volunteer-based, nonprofit organization that trains and supervises community volunteers to represent the best interests of our most vulnerable citizens - child victims of physical, sexual or emotional abuse and neglect. Each year, CASA serves approximately 50 children who have experienced abuse and neglect within Broomfield County. In addition to connecting families within services such as public health, self-sufficiency, and workforce programs, we partner with a variety of community providers (such as Community Reach, Mental Health Partners, A Precious Child, and Broomfield FISH) to offer services and supports to help families become stronger, more resilient, and healthier.

**Attachments**

[Council Memo Child Abuse Proclamation Memo 2025-03-25 \(1\).pdf](#)

[Proclamation Child Abuse Awareness Month 3-25-25 \(1\).pdf](#)

## Summary

### [View Correspondence](#)

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

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

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

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

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

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

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



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

## **Prior Council or Other Entity Actions**

[4/11/24: Proclamation Declaring April 2024 as Child Abuse Prevention and Awareness Month](#)

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

N/A

## **Proposed Actions / Recommendations**

For Council to declare and proclaim April 2025 as Child Abuse Prevention and Awareness Month

## **Alternatives**

N/A



# Proclamation

## PROCLAMATION DECLARING APRIL 2025 AS CHILD ABUSE PREVENTION AND AWARENESS MONTH IN THE CITY AND COUNTY OF BROOMFIELD, COLORADO

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

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim the month of April 2025, as:

### **CHILD ABUSE PREVENTION AND AWARENESS MONTH IN BROOMFIELD**

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

In witness whereof, I hereunto set my hand and official seal on this the 25th day of March 2025.

\_\_\_\_\_  
Guyleen Castriotta  
Mayor



# City and County of Broomfield

## City Council Regular Meeting

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### A. Minutes for Approval

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Consent Items Item: 6A.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

## Overview

[View Presentation](#)

Approval of Minutes for the Regular City Council Meeting of March 11, 2025.

### Attachments

[Minutes 03-11-25.pdf](#)

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

March 11, 2025, 6:01 PM - March 11, 2025, 9:05 PM

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

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

### Also Present:

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

The Mayor Pro Tem called a recess at 8:00 p.m. The meeting reconvened at 8:10 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

2A. Recognition of Holy Family High School State Champion Swimmer- 6:09 PM

2B. Proclamation Declaring March 2025 People with Intellectual and Developmental Disabilities Awareness Month- 6:14 PM

**2C. Police Department Updates- 6:29 PM****3. Councilmember Reports****4. Public Comment****5. Reports****5A. Colorado General Assembly Legislative Update March 11- 7:26 PM**

Councilmember Lim moved to take an Amend position on SB25-161 Transit Reform, seconded by Councilmember Henkel. The motion passed 10-0.

**6. Consent Items****6A. Minutes for Approval- 7:53 PM****6B. Proposed Resolution Approving HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) Funding for The Grove at Cottonwood- 7:53 PM**

Councilmember Henkel moved to approve Consent Items 6A - 6B, seconded by Councilmember Nguyen. The motion passed 10-0.

**7. Action Items****7A. First Amendment to the 2025 Budget- 8:13 PM**

This Item was heard concurrently with Item 7B.

Councilmember Anderson moved to approve Resolution No. 2025-44 Authorizing and Approving the First Amendment to the City and County of Broomfield Budget for the Year 2025. The motion was seconded by Councilmember Nguyen, and passed 10-0.

**7B. First Amendment to the BURA 2025 Budget- 8:13 PM**

*(Broomfield Urban Renewal Authority - BURA)*

This Item was heard concurrently with Item 7A.

The Vice Chair called the meeting of the Broomfield Urban Renewal Authority to Order. Authority Member Nguyen moved to approve Resolution No. 2024-52-UR Authorizing and Approving the First Amendment to the Broomfield Urban Renewal Authority Budget for the year 2025. The motion was seconded by Authority Member Henkel, and passed 10-0. Authority Members Goldstein and Law-Evans were absent.

**7C. Police Building Design Amendment- 8:57 PM**

Councilmember Henkel moved to approve Resolution No. 2025-55 Approving the First Amendment to Consulting Agreement with Anderson Mason Dale Architects, P.C. for the Broomfield Police Building Project. The motion was seconded by Councilmember Nguyen, and passed 10-0.

**7D. Reappointment of and Amending the Employment Agreement for the Presiding Municipal Judge- 9:00 PM**

Councilmember Anderson moved to approve Resolution No. 2025-37 for reappointment and approving the 2025 amendment to the Employment Agreement for the Presiding Municipal Judge. The motion was seconded by Councilmember Nguyen, and passed 10-0.

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

**9. Adjournment**

**APPROVED:**

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Mayor Castriotta

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Office of the City and County Clerk



**B. Proposed Resolution for Social Services Expenditures Fourth Quarter 2024**

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Lisana Muñoz, Director of Human Services	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

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Resolution No. 2025-66-BSS acknowledges review of human services expenditures and electronic benefit transfers for October, November, and December 2024 for human services programs operated by Broomfield County on behalf of the State of Colorado. Throughout 2024, the Department of Human Services served 9,235 estimated unduplicated households across all programs as compared to serving 9,793 households in 2023, a 5.70% decrease. The decrease is largely attributable to the 8.79% decrease in unduplicated Medicaid households served during the year as not all Medicaid households continued to be eligible for the program once the public health emergency ended. Department staff saw increases in households served in Food Assistance, the Child Care Assistance Program, the Low Income Energy Assistance Program, and Adult Protection.

### **Attachments**

[Memo for Electronic Benefit Transfers for 4th Quarter 2024 \(1\).pdf](#)

[Resolution No. 2025-66-BSS \(1\).pdf](#)

[Attachment 1 TANF 12.31.24.pdf](#)

[Attachment 2 SNAP 12.31.24.pdf](#)

[Attachment 3 Medicaid 12.31.24.pdf](#)

[Attachment 4 CCCAP 12.31.24.pdf](#)

[Attachment 5 Core Services Expenditures SFY.pdf](#)

# Summary

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Each quarter, Human Services staff report to the Board of Social Services financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for 2024 with comparisons of activity over three state fiscal years. Graphics of programmatic and financial activity are shown in Attachments 1 to 5 of this memo.

DHS administers the following programs on behalf of the State of Colorado:

1. Colorado Works/Temporary Assistance to Needy Families (TANF)
2. Food Assistance - Supplemental Nutrition Assistance Program (SNAP)
3. Health First Colorado (Medicaid)
4. Colorado Child Care Assistance Program (CCCAP)
5. Adult Financial Programs
6. Child Support Services
7. Child Welfare
8. Adult Protective Services

In addition, DHS staff report benefit payments and unduplicated households served for Broomfield residents who participate in the Low Income Energy Assistance Program (LEAP). Administrative functions during the LEAP season are now handled by Goodwill.

## Trends in Human Services Programs

DHS provides assistance to Broomfield families to meet their daily needs with human services benefits including food and medical benefits, cash assistance through the CO Works/TANF program, child care assistance, unemployment and job search assistance, health and wellness resources, and rent and housing support. Please note this report contains information on clients served and electronic benefit transfer expenditures for state fiscal year 2024/2025 (SFY 24/25) as well as activity throughout calendar year 2024.

The financial landscape for many Colorado counties is proving to be challenging in SFY 24/25 as funds from the American Rescue Plan Act (ARPA) and other pandemic supports have come to an end while state and federal legislation require a continuation of many of the protections provided throughout the pandemic with no added funding to meet the demand. The human services programs most affected by this legislation are CO Works/TANF, the Child Care Assistance Program, and Child Welfare.

### Colorado Works (a/k/a TANF)

As one of human services' most flexible funding sources, CO Works/TANF funding is available to Human Services case managers to assist eligible low-income families to meet a variety of basic needs. DHS staff closely monitor CO Works/TANF clients' cases providing access to needed goods and services and assisting clients to become self-sufficient by finding sustainable employment. The top dual-axis graph in Attachment 1 provides a look at the number of distinct households served and the monthly expenditures including EBT client benefits and operating expenditures to run the CO Works/TANF program for calendar year 2024. Monthly households served fluctuated in a narrow band throughout 2024 averaging about 62 households served each month. As shown in the bottom dual-axis graph in Attachment 1, DHS staff assisted 168 unduplicated CO Works/TANF households throughout 2024 providing \$483,749 in cash benefits and supportive



services. This compares to DHS staff serving 175 unduplicated households in 2023 with \$447,922 in cash and supportive services benefits.

DHS received a slight increase in its CO Works/TANF allocation in SFY 24/25 to \$782,194. The Colorado Department of Human Services (CDHS) provided American Rescue Plan Act (ARPA) funding to counties for additional client support as required by [House Bill 22-1259](#) (HB22-1259) through September 30, 2024. CDHS staff continue to work with Colorado counties to determine the order of financing operations for the continuation of additional supports to TANF/CO Works clients required by HB22-1259 for October 2024 to June 2025. Financing includes county TANF allocations, county TANF reserves, state TANF reserves, and Colorado general fund.

### **Food Assistance (SNAP)**

Broomfield continues to see increases in the number of Food Assistance/SNAP households. Food Assistance/SNAP unduplicated households served increased 7.61% from 2,905 unique households served throughout 2023 to 3,126 unique households served in 2024. The top dual-axis graph shown in Attachment 2 illustrates the distinct Food Assistance households served each month throughout calendar year 2024. SNAP benefits averaged \$669,648 per month in 2024 although you will notice a spike in SNAP benefits to \$1,089,121 in July 2024 when summer EBT payments for children were processed to the counties by CDHS. The bottom dual-axis graph shown in Attachment 2 illustrates cumulative SNAP benefits of \$8,035,782 paid in 2024 along with the increase in unique households served during the year.

### **Health First Colorado (Medicaid)**

As anticipated, DHS saw a decrease in qualifying Medicaid clients as the Public Health Emergency (PHE) Unwind period closed in April 2024 and Medicaid clients that were “locked-in” to coverage during the pandemic were redetermined for eligibility. The unique number of Medicaid households that continued to qualify for coverage decreased 8.79% in calendar year 2024 to 6,991 from 7,665 unique households in 2023. Attachment 3 demonstrates the high number of distinct households “locked-in” to coverage in SFY 22/23 when Medicaid cases that should have closed were locked in an open status due to a federal mandate. Distinct Medicaid households served began to decrease in SFY 23/24 as clients were redetermined for eligibility and no longer qualified for the program. This downward trend has continued into SFY 24/25.

Food Assistance/SNAP and Medicaid eligibility functions are funded by the combined County Administration allocations through CDHS and HCPF. DHS received \$1,139,815 in combined County Administration funding for SFY 24/25. As required by [Senate Bill 22-235](#) (SB22-235), a funding model for County Administration was developed by an outside consultant, North Highland. The model, which determined that County Administration is underfunded by almost \$30 million statewide, was shared with the Joint Budget Committee. Both HCPF and CDHS have funding requests in the Governor’s budget of a combined \$25.2 million for SFY 25/26 for increased County Administration funding. North Highland will continue to modify the funding model in future years with input from state and county partners. State departments plan to work with the JBC to educate them on human services eligibility programs and the need for increased funding to remain in federal compliance for programs administered by Colorado counties.

### **CO Child Care Assistance Program (CCCAP)**

DHS’ Colorado Child Care Assistance Program (CCCAP) continued to see significant increases in unduplicated households and children served throughout 2024 as compared to 2023. DHS staff assisted 137 unduplicated households in 2024 with 205 children receiving care as compared to assisting 103 unduplicated households in 2023 with 170 children receiving care. This increase represents a 33.01% increase in CCCAP households served and a 20.59% increase in children receiving care in 2024 as compared to 2023.

Since 2021, federal ARPA stimulus funds allowed the CCCAP program to decrease parent copays, expand child care slots, and make investments to support the child care infrastructure. New federal rules for the CCCAP program will impact DHS' ability to continue to serve an increasing number of CCCAP children. The CCCAP program will continue funding infant-toddler payments based on enrollment rather than attendance. This measure provides compensation to child care providers when holding a CCCAP spot open for a child that does not attend consistently. Colorado will also maintain the lower parental fees for the CCCAP program initiated by the stimulus funds. Colorado's required increases to provider payments went into effect October 1, 2024; these increases have raised DHS' provider costs significantly while funding remains limited. As a result, DHS has moved to a freeze on participation in the program for new participants in order to contain costs for SFY 24/25.

The dual-axis graphs shown in Attachment 4 reflect the continuing increases to the monthly direct provider payments throughout 2024. The top graph shows the distinct CCCAP households served monthly and the associated monthly provider payments throughout 2024. The bottom graph reflects the monthly and cumulative direct provider payments for the first six months of SFY 24/25. Of the \$550,445 paid to providers from July to December 2024, \$88,192 was federal ARPA stimulus funds which have now been exhausted. Due to the new federal rules, Governor Jared Polis signed [House Bill 24-1223](#) (HB24-1223) into law on June 4, 2024 which includes changes to the application, eligibility, provider reimbursement, and parent fees of the CCCAP program. As the Colorado Department of Early Childhood (CDEC) phases in these changes through 2026, Colorado counties must continue to cover the increased provider costs and other costs identified in the federal rule and HB24-1223. State and county partners continue to seek solutions to these unfunded but mandated costs. Due to the rising increase in mandated cost and limited state allocation, Broomfield's freeze for our CCCAP program will continue for an indefinite period of time.

## **Child Welfare**

CDHS made adjustments to the child welfare block allocation model in SFY 22/23. The adjustments effectively increased DHS' child welfare block allocation \$94,742 in SFY 23/24 and SFY 24/25. In addition, DHS received a \$201,444 increase for SFY 24/25 in its child welfare block allocation to \$2,582,291. The increase was related to appropriations attached to [Senate Bill 24-008](#) (SB24-008), Concerning Increasing Support for Kinship Foster Care Homes and [House Bill 24-1038](#) (HB24-1038), Concerning Addressing the High-Acuity Crisis for Children and Youth in Need of Residential Care. The Department has seen increased costs of care in the 3rd and 4th quarters of 2024 related to HB24-1038. In addition, the Department has seen increased core services costs since the implementation of [House Bill 23-1027](#) (HB23-1027), Concerning Family Time Provided Pursuant to the Children's Code. To date, no additional funding has been appropriated to cover costs associated with this bill. The graph in Attachment 5 shows the monthly increase in core services expenditures beginning in June 2024. Much of the monthly increases are related to payments to core services providers assisting with family visitation required by HB23-1027.

DHS also received funding of \$104,826 for the [Collaborative Management Program](#) (CMP) in August 2024. CMP counties receive funding each year to deliver the program. DHS has worked with outside partners to manage this program for the past year and now plans to bring the program back in house for more effective program service delivery to improve outcomes for children, youth, and families.

## **Low Income Energy Assistance Program (LEAP)**

DHS continues to provide outreach to Broomfield residents to educate the community that funds remain available to assist low income households with home energy bills from October to April. Throughout

calendar year 2024, 471 unduplicated households have received LEAP benefits. This represents an 8.78% increase over the 433 unduplicated households that received LEAP benefits in 2023.

### 2024 In Summary

Throughout 2024, DHS served 9,235 estimated unduplicated households as compared to serving 9,793 households in 2023, a 5.70% decrease. The decrease is largely attributable to the 8.79% decrease in Medicaid households served during the year as not all Medicaid households continued to be eligible for the program once the public health emergency ended. DHS staff saw increases in households served in Food Assistance, the Child Care Assistance Program, the Low Income Energy Assistance Program, and Adult Protection.

### Financial Considerations

As shown in the sources and uses of funds summary below in Table A, DHS shows an increase in its uses of funds of 9.76% with a corresponding increase in its sources of funds of 12.12% in calendar year 2024 as compared to 2023. DHS's total sources of funds totaled \$19,628,140 in 2024 while uses of funds totaled \$18,594,161. DHS exceeded its 2024 Amended Budget in both sources and uses of funds; uses of funds were over budget by \$1,109,487 while sources of funds were in excess of the amended budget by \$1,350,125. The primary drivers for these increases were increasing SNAP benefits and unprecedented increases in CCCAP provider payments described earlier in this report.

Table A

CITY AND COUNTY OF BROOMFIELD								
HUMAN SERVICES - SOURCES AND USES OF FUNDS BY PROGRAM								
Sources and Uses of Funds	Actual Q4 Oct - Dec 2023	Actual Q4 Oct - Dec 2024	% Change	Actual Jan - Dec 2023	Actual Jan - Dec 2024	% Change	Original Budget 2024	Amended Budget 2024
<b>Beginning Balance</b>	\$4,938,708	\$5,779,714	17.03%	\$ 4,129,391	\$ 4,695,006	13.70%	\$ 1,430,666	\$ 1,430,666
<b>TOTAL HUMAN SERVICES</b>								
<b>Sources of Funds</b>								
State & Federal Reimbursements	\$1,837,950	\$2,406,390	30.93%	\$ 5,100,350	\$ 5,275,282	3.43%	\$ 4,106,446	\$ 4,666,356
State & Federal Share of Electronic Benefit Transfers (EBT's)	2,863,655	3,693,568	28.98%	9,889,704	11,168,536	12.93%	11,531,198	10,392,198
Other Revenues & Taxes	60,383	55,867	-7.48%	2,516,248	3,184,321	26.55%	3,351,385	3,219,461
<b>Total Sources of Funds</b>	<b>\$4,761,988</b>	<b>\$6,155,825</b>	<b>29.27%</b>	<b>\$17,506,301</b>	<b>\$19,628,140</b>	<b>12.12%</b>	<b>\$18,989,029</b>	<b>\$18,278,015</b>
<b>Uses of Funds</b>								
State & Federal Share of Electronic Benefit Transfers (EBT's)	\$2,865,676	\$3,700,705	29.14%	\$ 9,812,468	\$11,095,176	13.07%	\$11,417,072	\$10,181,293
County Share of Electronic Benefit Transfers (EBT's)	100,597	115,190	14.51%	291,145	321,616	10.47%	315,516	315,516
Operations	2,039,417	2,390,659	17.22%	6,837,073	7,177,369	4.98%	6,577,637	6,987,865
<b>Total Uses of Funds</b>	<b>\$5,005,690</b>	<b>\$6,206,554</b>	<b>23.99%</b>	<b>\$16,940,686</b>	<b>\$18,594,161</b>	<b>9.76%</b>	<b>\$18,310,225</b>	<b>\$17,484,674</b>
<b>Balance - TOTAL HUMAN SERVICES</b>	<b>\$ (243,701)</b>	<b>\$ (50,729)</b>	<b>--</b>	<b>\$ 565,616</b>	<b>\$ 1,033,979</b>	<b>82.81%</b>	<b>\$ 678,804</b>	<b>\$ 793,341</b>
<b>Ending Balance</b>	<b>\$4,695,006</b>	<b>\$5,728,985</b>	<b>22.02%</b>	<b>\$ 4,695,006</b>	<b>\$ 5,728,985</b>	<b>22.02%</b>	<b>\$ 2,109,470</b>	<b>\$ 2,224,007</b>

REVENUES AND EXPENSES THAT FLOW THROUGH THE STATE ARE ONE MONTH IN ARREARS

### Prior Council or Other Entity Actions

The Board of Social Services reviews human services expenditures each quarter.

### Boards and Commissions Prior Actions and Recommendations

N/A

## **Proposed Actions / Recommendations**

If the Board desires to acknowledge the review of social services' expenditures for the period January 1 to December 31, 2024, as presented, the appropriate motion is...

**That Resolution 2025-66-BSS be adopted.**

## **Alternatives**

As desired by the Board.

# RESOLUTION NO. 2025-66-BSS

A Resolution Acknowledging Review of Expenditures and Electronic Benefit Transfers for  
October, November, and December 2024

Be it resolved by the Board of Social Services of the City and County of Broomfield, Colorado:

## Section 1.

The Board of Social Services hereby acknowledges the review of expenditures from the social services fund from January 1, 2024 through December 31, 2024 summarized in Table A, incorporated into the attached memorandum.

## Section 2.

This resolution is effective upon its approval by the Board of Social Services.

Approved on March 25, 2025

BOARD OF SOCIAL SERVICES OF THE CITY AND  
COUNTY OF BROOMFIELD, COLORADO

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Chair

Attest:

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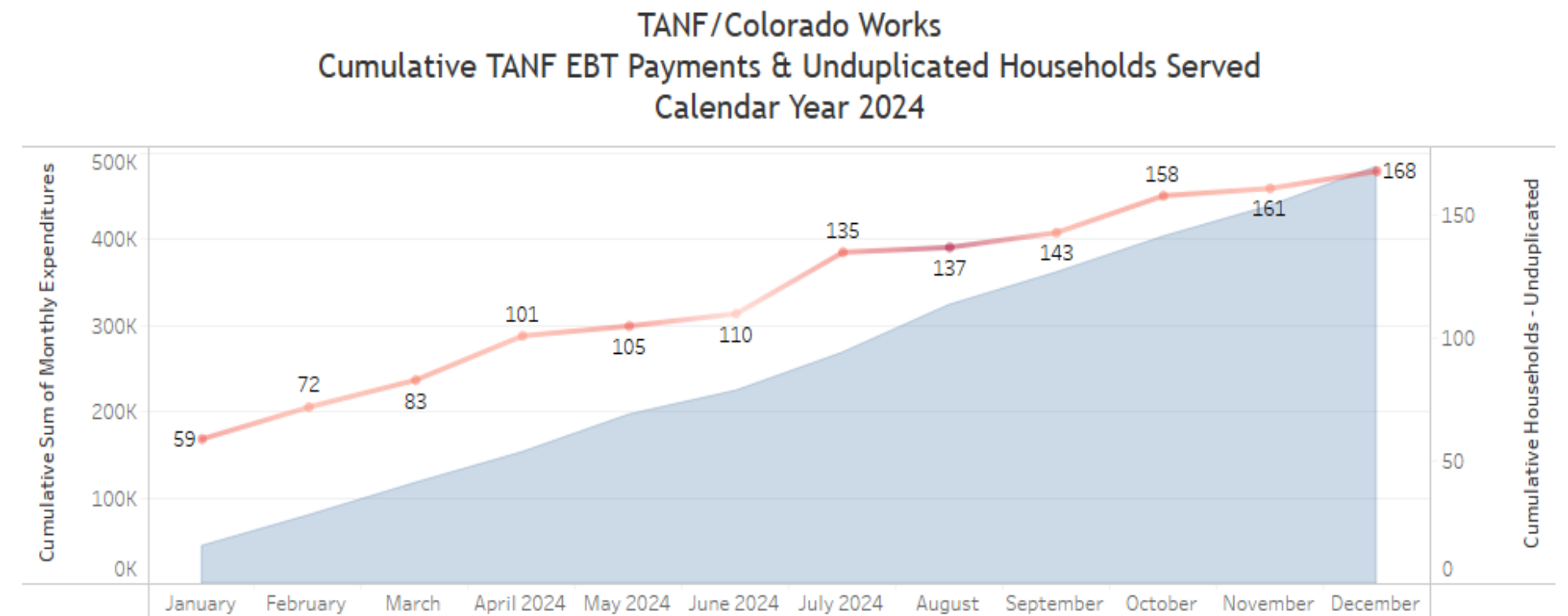
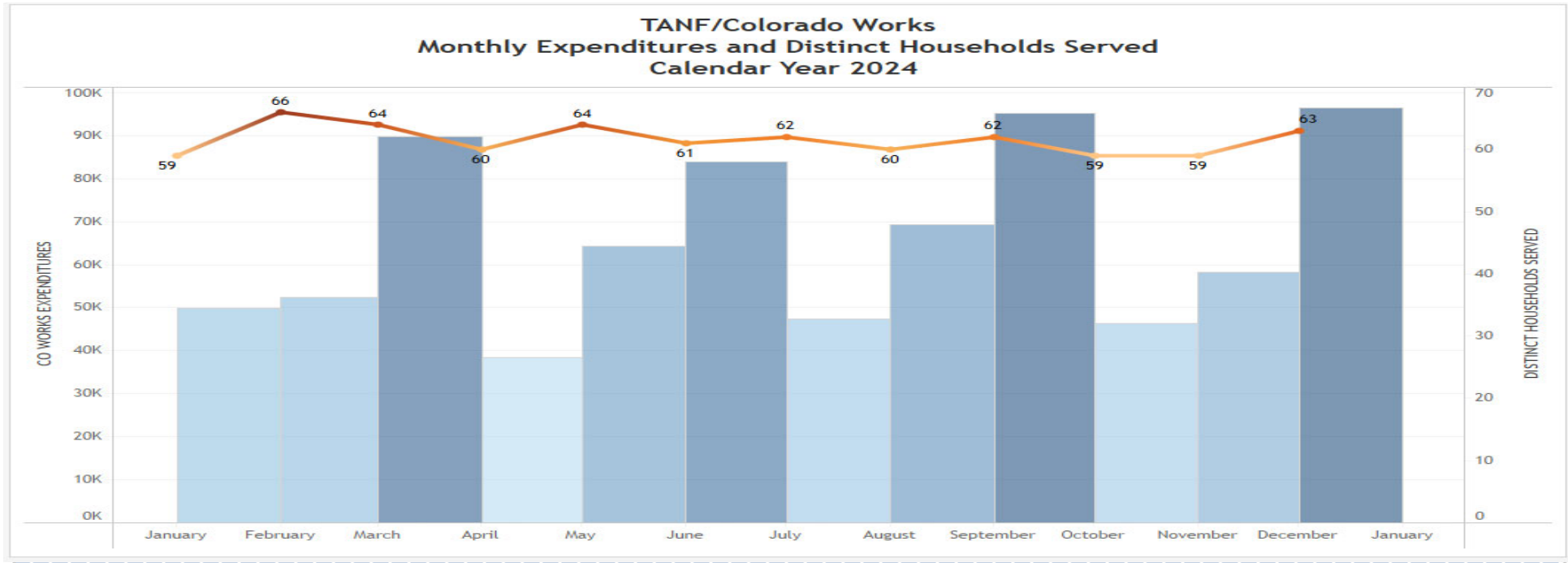
Office of the City and County Clerk

Approved as to form:

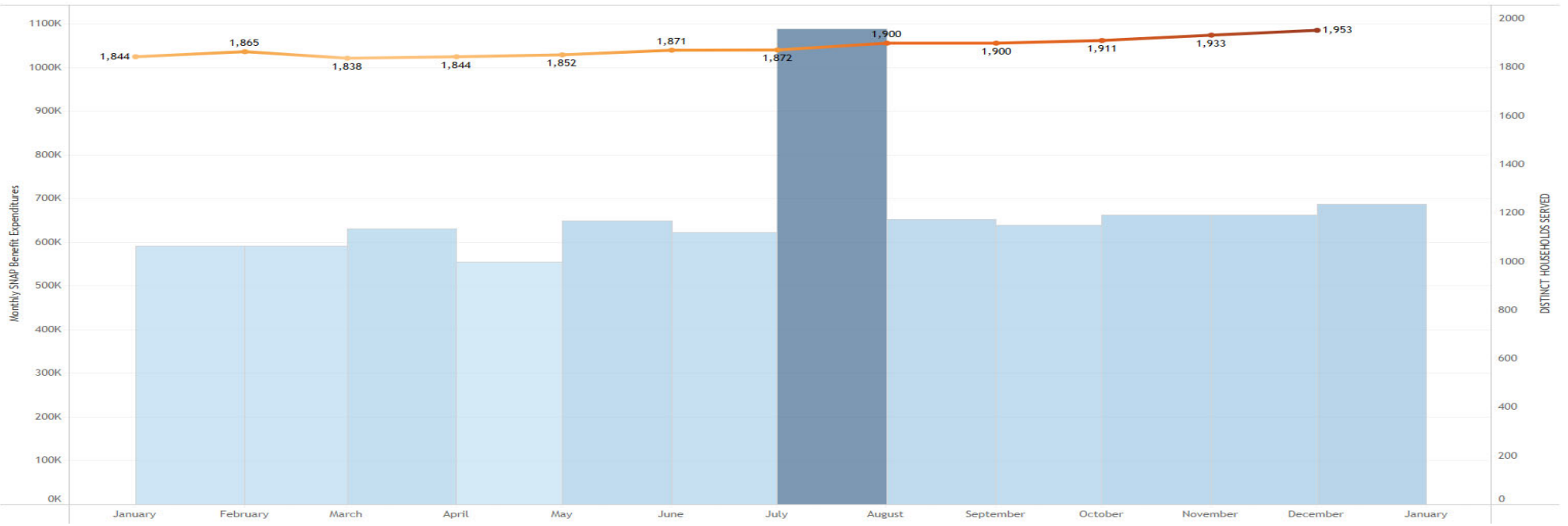
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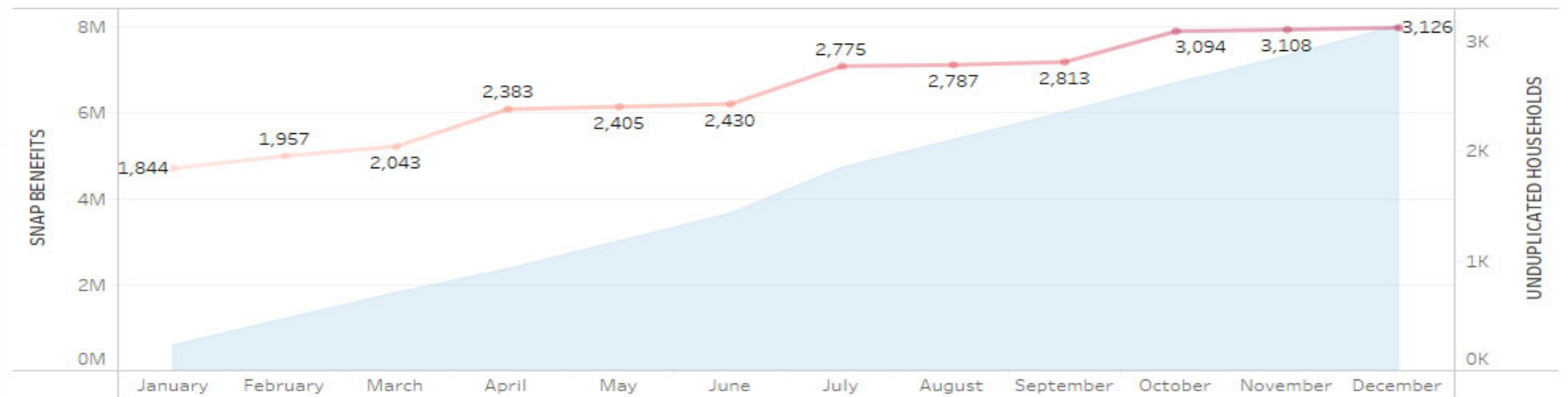
City and County Attorney



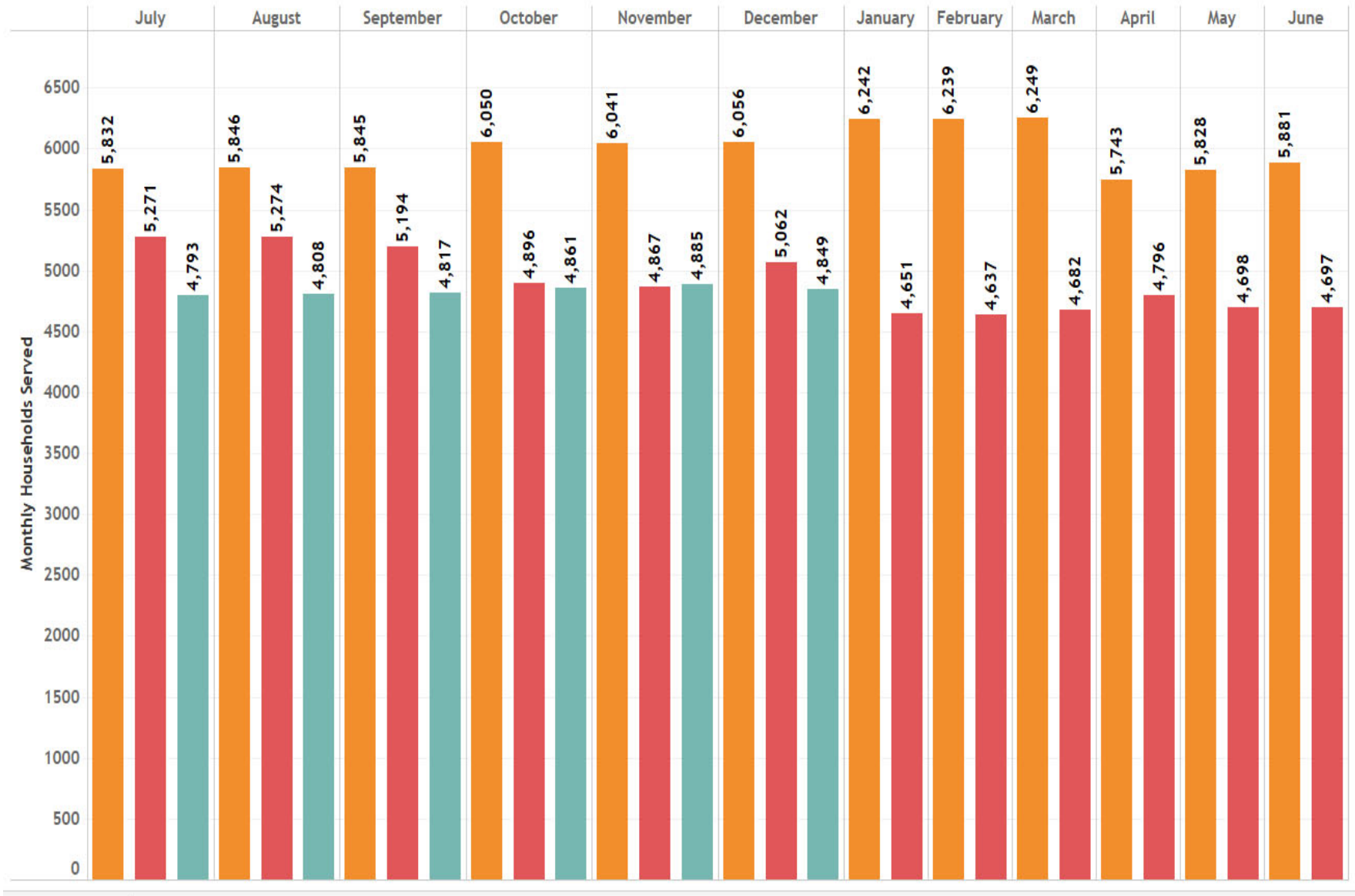
**Food Assistance (SNAP)**  
**Monthly SNAP Benefit Expenditures & Distinct Households Served**  
**Calendar Year 2024**



**Food Assistance (SNAP)**  
**Cumulative SNAP Benefit Expenditures & Unduplicated Households Served**  
**Calendar Year 2024**



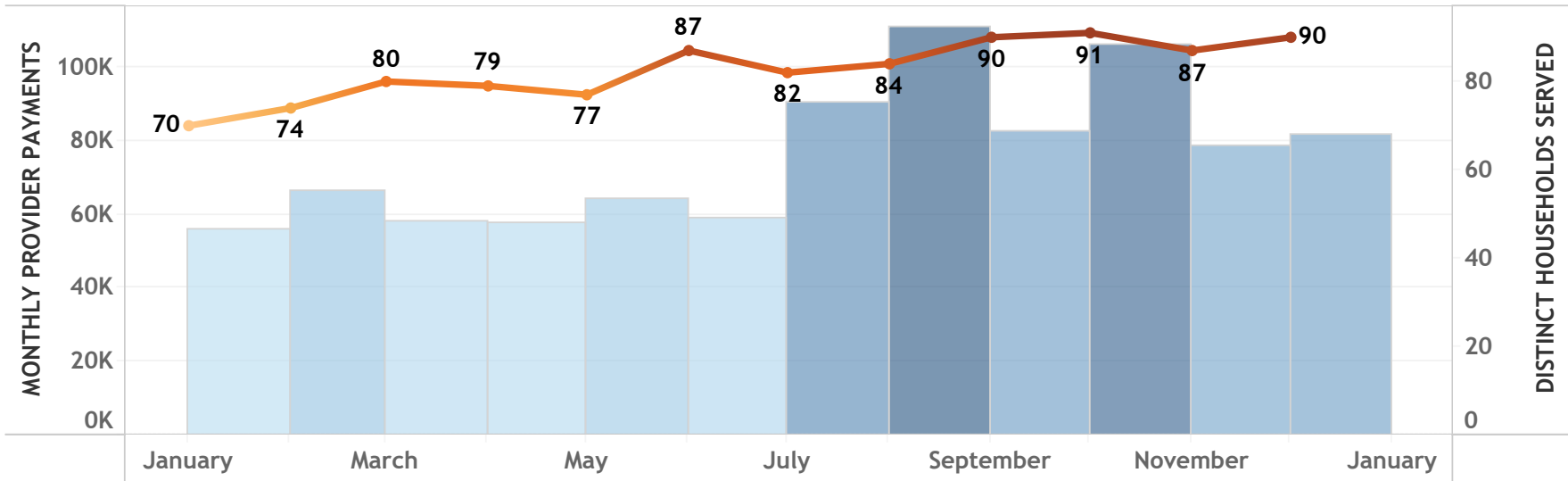
### Medical Assistance Households Served State Fiscal Year - 3 Year Comparison



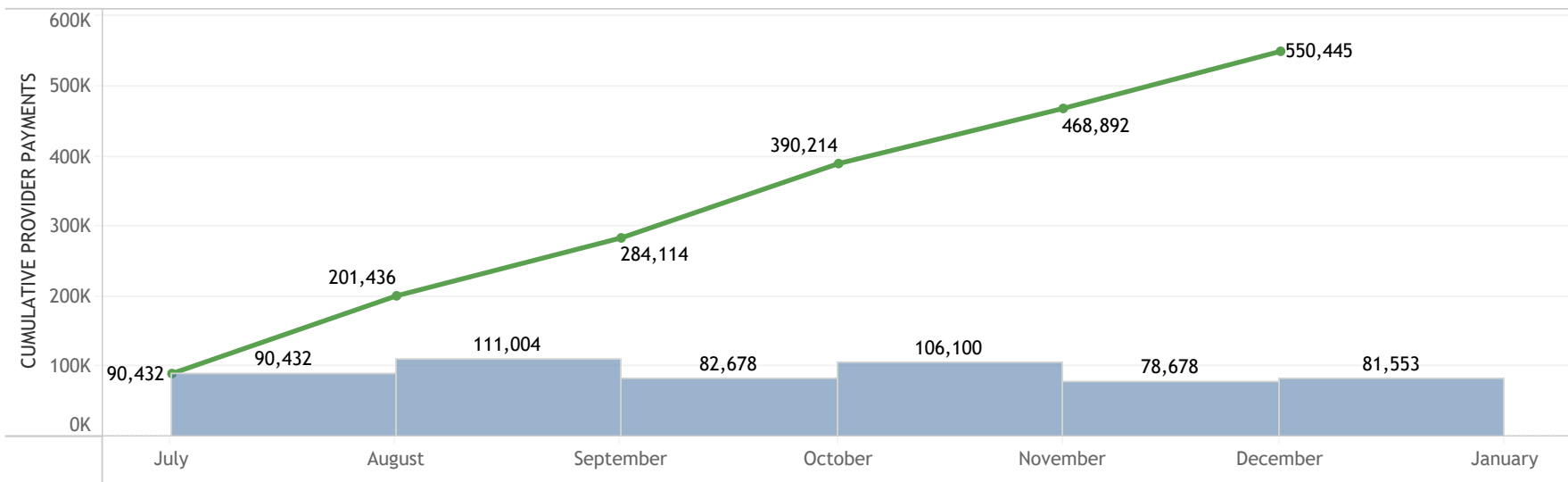
State Fiscal Year    2022/2023    2023/2024    2024/2025



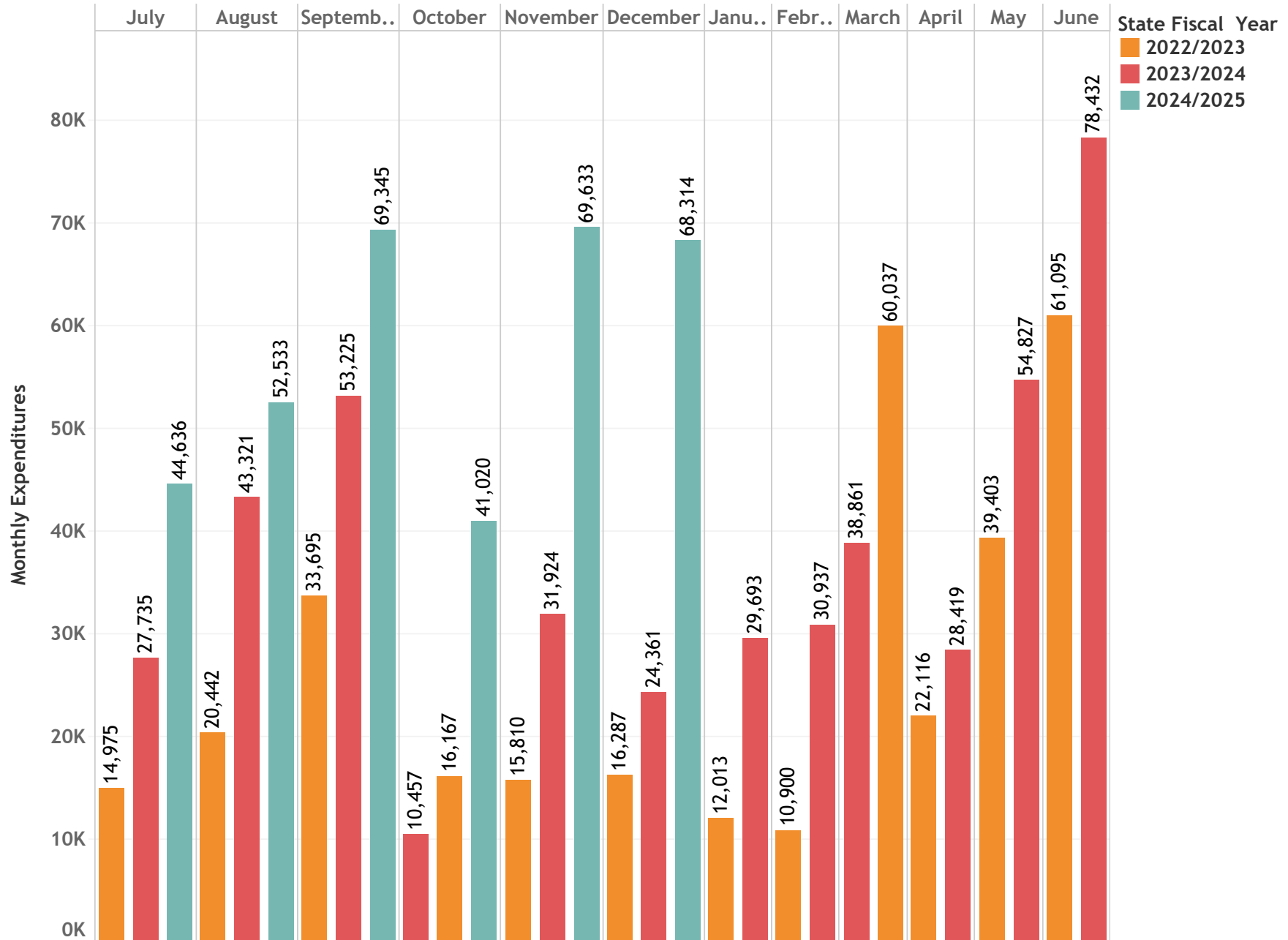
### CO Child Care Assistance Program (CCCAP) Monthly Direct Provider Payments & Distinct Households Served Calendar Year 2024



### CCCAP Direct Provider Payments State Fiscal Year 2024/2025 Monthly Actuals & Cumulative Expenditures



## CORE SVCS NET MONTHLY EXPENDITURES AGAINST ALLOCATION State Fiscal Year - 3 Year Comparison





**C. Proposed Resolution for First Amendment to Agreement for Network Standardization Solutions with High Point Networks, LLC**

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Kateri Abeyta, Director of Information Technology	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

The City and County of Broomfield has partnered with High Point Networks (HPN) for support, maintenance, equipment, and technical services related to the City's network infrastructure which includes wired and wireless connectivity for staff, residents, and guests and network connectivity for partners from outside agencies like the State of Colorado and the 17th Judicial District. A First Amendment with HPN for equipment purchases, maintenance, and support is proposed for 2025 and a portion of 2026 until the cooperative agreement through the National Association of State Procurement Officials (NASPO) expires.

### **Attachments**

[Memo for High Point Networks Agreements.pdf](#)

[High Point Networks Resolution 2025-56 .pdf](#)

[First Amendment to High Point Network Inc. Agreement - 3.25.2025.pdf](#)

# Summary

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

The City and County of Broomfield has partnered with High Point Networks (HPN) for support, maintenance, equipment, and technical services related to the City’s technology infrastructure which includes wired and wireless connectivity for staff, residents, and guests and network connectivity for partners from outside agencies like the State of Colorado and the 17th Judicial District.

Extreme Networks, the primary provider for data communications products and services has negotiated an agreement through the National Association of State Procurement Officials (NASPO), with standardized pricing which allows all of its authorized resellers to provide equipment, software and hardware licensing, and software assurance to extend this same pricing, of which HPN is an authorized reseller. Due to Extreme Network’s negotiated agreement, a competitive process would not yield any additional reduction of price, as such the City has elected to enter into agreement with HPN, an authorized partner and reseller of Extreme Networks, to provide such services as a procurement without competition as allowed under Broomfield Municipal Code 3-20-160(B).

As of January 1, 2025 CCOB IT has spent \$81,255.12 with HPN to replace end-of-life (EOL) network equipment and to cover our annual network equipment licence, support, and maintenance costs. Additionally, as the Fiber Master Plan network buildout continues in 2025, core network architecture activities are planned to create links to facilitate the redundant network connectivity of the backbone rings and network equipment will be installed into lift and pump stations to bring those sites online. Additionally, there are 12 network switches currently in production that are EOL and require replacement. The equipment, licenses, maintenance, and support for these activities will total \$857,837.

B.M.C. § 3-20-040 of the Municipal Code requires City Council approval to authorize annual aggregate spending with a single vendor in excess of \$200,000.

Proposed Resolution 2025-56 would approve the First Amendment with HPN for equipment purchases, maintenance, and support costs from HPN for 2025 in an amount not to exceed \$857,837. Resolution 2025-56 also authorizes continued aggregate spending with HPN for the above services for one-additional nine month period, which coincides with the expiration of the NASPO master agreement, subject to annual budget appropriations being approved by the City Council.

## Financial Considerations

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

Sources and Uses of Funds	Amount
IT - Network Hardware/Telecom Replacement - Citywide (20-70031-55600 0AZ0089)	\$1,127,681
IT Ops-R & M Svcs-Electronics (01-18700-53630)	\$86,500
<b>Network Equipment, End-of-Life Switch Replacements, Software, Support</b>	
	<b>-\$779,852</b>

Sources and Uses of Funds	Amount
Services	
Contingency (10%)	-77,985
Projected Balance	\$356,344

### Prior Council or Other Entity Actions

April 7, 2020 - [Proposed Resolution No. 2020-102, Authorizing and Approving the Purchase of Equipment, Maintenance, and Support from High Point Networks and Authorizing Annual Aggregate Spending](#)

### Boards and Commissions Prior Actions and Recommendations

N/A

### Proposed Actions / Recommendations

If Council desires to approve the First Amendment with High Point Networks to provide network hardware and installation and configuration professional services, the appropriate motion is...

**That Resolution 2025-56 be adopted.**

### Alternatives

Direct staff to research other vendors.

# RESOLUTION NO. 2025-56

A resolution approving the First Amendment to Agreement with High Point Networks, LLC for Network Equipment, Maintenance and Support

## Section 1.

The First Amendment to Agreement by and between the City and County of Broomfield and High Point Networks, LLC in an amount not to exceed \$857,837 for calendar year 2025 is approved.

## Section 2.

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

## Section 3.

The City and County Manager or designee thereof is authorized to renew the agreement for an additional nine-month period, subject to annual budget appropriation approved by the City Council.

## Section 4.

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

Approved on March 25, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

FIRST AMENDMENT TO THE AGREEMENT FOR NETWORK STANDARDIZATION SOLUTION SERVICES  
BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND HIGH POINT NETWORKS, LLC

1. PARTIES. The parties to this First Amendment (this “Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and High Point Networks, LLC, a North Dakota limited liability company (the “Contractor”) collectively, the “Parties”, or individually, a “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 service Agreement for A Network Standardization Solution, dated January 3, 2025 (the “Agreement”).
  - 2.2. Extreme Networks, Inc. is a data communications company which has a Master Agreement through the National Association of State Procurement Officials (“NASPO”), which is a cooperative purchasing program facilitating public procurement, a copy of which is attached hereto as Exhibit D (the “Master Agreement”).
  - 2.3. Page 41 of the Master Agreement contains a unique provision relating to Partner Services provided by Contractor’s Authorized Partners/Resellers; and, High Point Networks, LLC is an authorized Partner/Reseller of Extreme Networks, Inc. under the Master Agreement through NASPO.
  - 2.4. Through the Master Agreement the Contractor is able to provide support, maintenance, equipment and technical services relating to the City’s technology infrastructure.
  - 2.5. The Parties to this First Amendment desire to amend the Agreement to add renewal terms and clarify the terms of the services provided.
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. Services. The Contractor represents and warrants that as an authorized Partner of Extreme Networks, Inc. under the Master Agreement, the Contractor agrees to honor and abide by the terms and pricing as set forth in the Master Agreement which is incorporated herein by this reference and attached hereto as Exhibit C. As such the Contractor shall provide services upon request by the City to replace end-of-life network equipment, renew annual network equipment licenses, support, and maintenance of network equipment, and purchase new network equipment to support core network architecture activities as part of the Fiber Master Plan. The Contractor will provide a quote for the services requested when the specifics of the services are identified and agreed upon which the City shall show agreement with by executing a purchase order for such services.

- 3.1.1. In addition to the services provided in the Master Agreement above, the Contractor also shall activate warranty and support periods for procured Extreme Network devices based on the activation date (i.e. the date the City actually turns the equipment on for use) rather than the delivery date of the equipment to the City.
  - 3.2. Term. The Term of the Agreement is hereby amended to add an additional 9-month renewal term such that the Agreement may be renewed for 2026; provided, that the Master Agreement for NASPO services expires September 30, 2026, and as such this Agreement shall expire concurrent with the NASPO Master Agreement. The Contractor agrees to continue to provide all services required in accordance with the Agreement and any prior amendments thereto throughout any extended Term. This Agreement may be renewed for an additional 9 months upon the same terms and conditions by written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City.
  - 3.3. Pricing for the goods and services shall be as established in Exhibit C. The not-to-exceed price for calendar year 2025 services under the Agreement shall be \$857,837. The Parties will enter into amendment if the City desires to extend the services into 2026, which shall detail the pricing at that time. (Note: The Insurance Requirements are contained in Exhibit B of the Agreement, which was inadvertently mislabeled as Exhibit C in the original Agreement.)
4. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
5. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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



This First Amendment is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 20\_\_\_\_.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado Municipal Corporation and County

\_\_\_\_\_  
Jennifer Hoffman, City and County Manager

APPROVED AS TO FORM:

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

CONTRACTOR:

High Point Networks, LLC, a North Dakota limited liability company

By: KELLY SCHLAUDRAFF

Name:

Address: 2919 17th Ave, Suite 208, Longmont, CO 80503

EXHIBIT C

[Extreme Networks Master Agreement with NASPO](#)



**D. Proposed Resolution Approving a Memorandum of Understanding with Adams County for Emergency Election Relocation Procedures**

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Consent Items Item: 6D.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution No. 2025-16 would approve a memorandum of understanding between Broomfield and Adams County concerning emergency relocation procedures for election ballot processing.

### **Attachments**

[Memo for Adams County MOU Emergency Relocation Procedures.pdf](#)

[Resolution No. 2025-16 Adams County MOU Emergency Relocation Procedures.pdf](#)

[MOU Adams County Emergency Election Procedures Signed](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

During the 2019 legislative session, the Colorado General Assembly passed HB 19-1278: Modifications to Uniform Election Code, commonly known as the Omnibus Bill. The bill was signed by Governor Polis on May 29, 2019. Colorado Department of State updated the ballot plan and requires counties to have an alternative facility to conduct ballot processing activities in the event of an emergency or other unforeseen circumstances.

Historically, the City and County of Broomfield has worked with Adams County concerning emergency relocation procedures. This agreement goes back more than a decade. The memorandum of understanding (MOU) is for mutual assistance between the City and County of Broomfield and Adams County to use the other county's election facilities and election systems in the event of an emergency or other unforeseen circumstances where it becomes impossible or impracticable to conduct election ballot processing operations in a party's original location.

In an Emergency Event, the City and County of Broomfield would use the Adams County Election Office at 4430 S. Adams County Parkway in Brighton, Colorado, and Adams County would use the City and County of Broomfield facility at 1 DesCombes Drive in Broomfield.

The MOU is applicable for the following elections: November 4, 2025, Coordinated Election, June 24, 2026, Primary Election, and November 3, 2026, General Election.

The hosting county will prioritize completing their own election before providing their facility for the visiting county. The MOU fulfills the Secretary of State requirements concerning emergency relocation procedures for election outlining the location as well as procedures, terms and notices.

Resolution No. 2025-16 would approve a memorandum of understanding between Broomfield and Adams County concerning emergency relocation procedures for election ballot processing. Under the provisions of the Broomfield Charter and considering this MOU is an agreement with rights and responsibilities of the parties, approval of a memorandum of understanding between governments requires a two-thirds majority vote of the entire Council for the passage of the resolution.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

Prior Council Action

[Resolution No. 2023-28](#), [Resolution No. 2021-162](#), and [Resolution No. 2019-178](#) Authorizing and Approving A Memorandum of Understanding By and Between the City and County of Broomfield and Adams County Clerk and Recorder for Emergency Election Relocation Procedures.

## Boards and Commissions Prior Actions and Recommendations

N/A

## **Proposed Actions / Recommendations**

If Council desires to approve the MOU, the appropriate motion is...  
That Resolution 2025-16 be adopted.

## **Alternatives**

Council may decline the memorandum of understanding and propose different options. The approved emergency location is due to the Colorado Secretary of State's Office no later than July 17, 2025.

# RESOLUTION NO. 2025-16

A resolution approving an Memorandum of Understanding between Broomfield and Adams County Clerk & Recorder for emergency election relocation procedures

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

## Section 1.

The Memorandum of Understanding between the City and County of Broomfield and the Adams County Clerk and Recorder for Emergency Election Tabulation Relocation Procedures is hereby approved.

## Section 2.

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

## Section 3.

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

Approved on March 25, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF  
BROOMFIELD AND CLERK AND RECORDER OF ADAMS COUNTY CONCERNING  
EMERGENCY RELOCATION PROCEDURES FOR ELECTION BALLOT PROCESSING**

This Inter-Agency Memorandum of Understanding ("MOU") is made between the City and County of Broomfield, ("CCOB"), and Adams County, acting by and through the Clerk and Recorder ("Adams C&R"), concerning the shared use of facilities and election systems to conduct ballot processing activities in the event of an emergency or other unforeseen circumstances for the November 4, 2025 Coordinated Election, June 24, 2026 Primary Election and November 3, 2026 General Election.

1. **PURPOSE:** Each party to this MOU is responsible for the conduct and administration of the November 4, 2025 Coordinated Election, June 24, 2026 Primary Election, and November 3, 2026 General Election for its respective county. The purpose of this MOU is to memorialize the agreement for mutual assistance between CCOB and Adams C&R to use the other party's election facilities and election systems in the event of an emergency or other unforeseen circumstances where it becomes impossible or impracticable to conduct election ballot processing operations in a party's original location ("Emergency Event"). This MOU shall not apply if there is an Emergency Event at both counties' locations. This MOU is intended to assist the parties in implementing an emergency plan to establish a temporary base of operations as a result of an Emergency Event in order to avoid a disruption of election operations during the specified elections.

2. **USE OF ELECTION FACILITIES AND SYSTEMS:**

A. If either party determines that an Emergency Event has occurred in its respective county which makes it impossible or impractical to conduct election ballot processing operations at its designated central location, it will notify the other party by phone and email and request the use of the other party's election facilities and voting systems and equipment ("Election Facilities"). The party issuing such notice and request is referred to in this MOU as the "Requesting Agency." The party receiving such notice and request is referred to in this MOU as the "Host Agency."

B. Subject to the terms of this MOU, the Host Agency will cooperate with the Requesting Agency to make available its Election Facilities to assist the Requesting Agency to process its ballots and complete its election. The Host Agency shall have ultimate authority to determine conditions for use of the Election Facilities, including dates and times of use and the persons authorized to use the Election Facilities.

C. If the Host Agency is also using the Election Facilities for election purposes, the parties will determine a mutually acceptable schedule for the use of the Election Facilities in order for both agencies to continue the conduct of election work and to avoid disruption of the Host Agency's operations. In coordinating the availability and use of the Election Facilities, the Host Agency shall prioritize the completion of its election to ensure the integrity of both parties' election results.

D. The term Election Facilities means the buildings listed below; parking areas adjacent to the buildings listed below; Dominion voting systems; Dominion equipment, hardware and software; Dominion ICC scanner printer(s), and associated work stations; adjudication workstations; and other office machines, copiers, facsimile machines,



laptops, computers, telephones, and equipment customarily used by the Host Agency for the conduct of election ballot processing. Subject to availability, the Host Agency will also make available to the Requesting Agency election supplies, such as pens, markers, tape, boxes, paper, and other office materials customarily used for the conduct of elections. However, the Host Agency will not, as a result of the Requesting Agency's use of the Election Facilities, be expected to incur any new or extraordinary expenses beyond those commonly and customarily incurred by the Host Agency in the conduct of elections.

**Broomfield:** 1 DesCombes Drive, Broomfield CO 80020

**Adams:** Adams County Election Office  
4430 S Adams County Pkwy, Brighton CO 80601

E. All building services currently available in the above referenced facilities will be available to the Requesting Agency, including but not limited to:

- (1) Heat ventilation, air conditioning, water, storm, and sewer as required for the customary use and occupancy of the facilities;
- (2) Currently available electrical power and facilities at standard outlets for sufficient power for normal lighting and to operate the voting equipment, election related machines, and normal business office equipment;
- (3) Customary common space maintenance services for the facilities;
- (4) Customary janitorial services, if available;
- (5) Telephone and cable outlets currently existing in the facilities;
- (6) Replacement of standard fluorescent tubes, light bulbs and ballasts as required from time to time as a result of normal usage;
- (7) Removal of ice, snow and debris in the common areas and the parking facility located near or adjacent to the facilities, if any.

However, the Host Agency will not, as a result of the Requesting Agency's use of the Election Facilities, be expected to incur any new or extraordinary expenses beyond those commonly and customarily incurred by the Host Agency in the operation and maintenance of its Election Facilities.

F. The Host Agency will make reasonable efforts to provide staff and employee resources to assist the Requesting Agency in using the Election Facilities, including having IT personnel and building maintenance personnel available to assist the Requesting Agency with operational issues.

G. The parties will coordinate efforts to maintain the Host agency's Election Facilities in a clean and orderly condition.

H. The Requesting Agency will return the Election Facilities in the same working condition as they originally were.

I. The Requesting Agency agrees to repair any damage caused by its use of the Host Agency's Election Facilities.

J. The Host Agency shall remain in exclusive control and possession of its Election

Facilities and this MOU shall not be construed to grant the Requesting Agency any rights of ownership, control, or possession of the other party's Election Facilities, other than those which may be specifically set forth herein.

3. **ADDITIONAL PARTICULARS:**

A. The parties will provide a copy of this MOU to the Secretary of State Elections Office upon execution.

B. The Requesting Agency will notify the Secretary of State of an Emergency Event and the implementation of this MOU.

C. The Requesting Agency will be responsible for the transport of its own necessary supplies and ballots to and from the Election Facilities of the Host Agency.

D. The Requesting Agency will be responsible for providing any additional ballot, staff or facilities security beyond that usually provided by the Host Agency.

E. Each party shall be responsible for claims and damages arising from the acts or omissions of its employees or agents which occur or are alleged to have occurred during the performance of their duties, unless such acts or omissions occurred outside the scope of their employment or were willful and wanton.

4. **TERM:** The term of this MOU is from July 17, 2025, until five days after the date the Requesting Agency certifies its November 3, 2026 General Election returns to the Colorado Secretary of State, unless terminated sooner in writing by the parties.

5. **NOTICES:** Communication between the parties concerning the implementation of this MOU shall, to the extent practical, be in writing and emailed to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Adams:	Attn: Josh Zygielbaum, County Clerk and Recorder Email: JZygielbaum@adcogov.org Phone: 720-523-6015
If to Broomfield:	Attn: Crystal Clemens, City and County Clerk Email: cclemens@broomfield.org Phone: 303-438-6367

6. **COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the MOU, each party is relying upon and has not waived the monetary limitations and all other rights, immunity, and protection by the Colorado Government Act, C.R.S. 24-10-101, et seq.

7. **TERMINATION:** The parties may terminate the MOU with or without cause upon forty-five (45) days' written notice to the other party.

IN WITNESS WHEREOF, this Inter-Agency Memorandum of Understanding is executed by the Parties hereto in their respective names as of \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

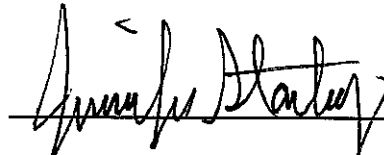
Adams County



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Josh Zygielbaum  
County Clerk and Recorder  
4430 S Adams County Pkwy, Suite E3102  
Brighton CO 80601

Adams County



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Jennifer Stanley, Assistant County Attorney  
4430 S Adams County Pkwy, Suite C5000B  
Brighton CO 80601



**E. Matters Related to Marijuana Operations and Cultivation/Manufacturing**

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Consent Items Item: 6E.
Presented By	
Branden Roe, Principal Planner	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

Staff is bringing forward an ordinance that proposes to amend Title 17, Zoning of the Broomfield Municipal Code, to make permanent a prohibition on marijuana cultivation and marijuana product manufacturing uses and to update the Zoning Code about retail marijuana uses. Staff is also bringing forth a related resolution for a temporary moratorium on marijuana cultivation and marijuana product manufacturing until the prohibition ordinance goes into effect.

Lastly, based on Council's direction, staff is bringing forth an ordinance that proposes to amend Title 5, Business Taxes, Licenses and Regulations of the Broomfield Municipal Code, to add new regulations related to the sale of prepackaged foods and beverages at retail marijuana establishments consistent with state law.

### **Attachments**

[Memo for Moratorium and Ordinances No 2266 and 2267 Related to Marijuana.pdf](#)

[Resolution No. 2025-64 Temporary Moratorium Resolution for Marijuana Cultivation\\_Manufacturing.pdf](#)

[Ordinance No. 2266 Related to Marijuana.pdf](#)

[Ordinance No. 2267 to Permit Non-Marijuana Infused Food and Drink Sales 1st Reading.pdf](#)

Prepared By: Branden Roe, Planning Manager  
Crystal Clemens, City and County Clerk  
Joel Heiny, Assistant City and County Attorney

## Summary

[View Correspondence](#)

[View Presentation](#)

Staff is bringing forward three proposals for City Council consideration related to marijuana in Broomfield.

- Ordinance No. 2266 that proposes to amend Title 17, Zoning of the Broomfield Municipal Code, to make permanent the prohibition of marijuana cultivation and marijuana product manufacturing uses (the existing prohibition is set to sunset on April 1, 2025) and update Chapter 17-02 to recognize that Retail Marijuana Businesses are an approved use, subject to licensing;
- Resolution 2025-64 that proposes a temporary, sixty-day moratorium related to marijuana cultivation and marijuana product manufacturing to cover the time between April 1st and approval of Ord. No. 2266;
- Ordinance No. 2267 that proposes to amend Broomfield's Marijuana Licensing Code to permit the sale of non-marijuana infused pre-packaged foods and beverages at retail marijuana establishments consistent with state law.

**Marijuana Cultivation and Manufacturing Prohibition, Temporary Moratorium; Zoning Code Update:** Broomfield Municipal Code Section 17-02-100 currently includes a prohibition on marijuana cultivation and marijuana product manufacturing uses within the City and County of Broomfield which sunsets on April 1, 2025.

Ordinance No. 2266, if approved, would make permanent the existing code language prohibiting marijuana cultivation and marijuana product manufacturing in Broomfield. Ordinance No. 2266 does not include a sunset clause related to the prohibition of these uses. Therefore, if approved, the prohibition would remain in place unless Council were to take action in the future to pass an ordinance that would end the prohibition and establish operational regulations.

Since Ordinance No. 2266 cannot be adopted prior to the scheduled sunset date on April 1, 2025, a short moratorium is needed. Resolution No. 2025-64 would approve a temporary moratorium for marijuana cultivation and marijuana product manufacturing uses until Ordinance No. 2266 can be adopted.

Ordinance No. 2266 also proposes an update to the Zoning Code to make clear that retail marijuana stores are permitted in Broomfield subject to state licensing and local licensing regulations, including local location requirements. Ordinance No. 2266 also removes previously sunsetted code language related to retail marijuana, which has no force and effect but should be removed to eliminate confusion for readers.

**Sale Of Non-Marijuana Infused Food and Drink:** In 2024, [Senate Bill 24-076](#) (SB24-076) amended state law and allowed for marijuana establishments to sell non-marijuana food and beverages so long as the revenue did not exceed 20% of the store's annual gross sales. Prior to SB 24-076, state law prohibited the sale of food and drink in facilities, and Broomfield's Marijuana Code mirrored that prohibition.

Ordinance No. 2267 if approved would amend Title 5 of the Broomfield Municipal Code, the Broomfield Marijuana Code, to allow licensed retail marijuana establishments in Broomfield to sell non-marijuana infused prepackaged foods and beverages consistent with state law.

## Financial Considerations

There are no financial impacts from Resolution 2025-64 related to temporary moratorium, or Ordinance No. 2266 making permanent the prohibition on marijuana cultivation and marijuana product manufacturing and recognizing a retail marijuana business as an approved use.

Ordinance No. 2267, if approved, would allow retail marijuana establishments to add the sale of non-marijuana prepackaged foods and beverages which could result in increased sales tax generated from the food and beverage sales.

## Prior Council or Other Entity Actions

[February 26, 2013](#) - Council adopted Ordinance No. 1966 prohibiting the operation of all marijuana establishments in Broomfield with a sunset provision on February 1, 2015.

[August 12, 2014](#) - Council adopted Ordinance No. 2002 extending the prohibition of marijuana establishments in Broomfield with a new sunset provision date of February 1, 2017

[September 13, 2016](#) - Council adopted Ordinance No. 2032 extending the prohibition of the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, and retail marijuana stores until February 1, 2021.

[January 12, 2021](#) - Council adopted amended Ordinance No. 2146 extending the prohibition on retail marijuana stores through May 3, 2021, and extending the prohibition on marijuana cultivation facilities and marijuana product manufacturing facilities through April 1, 2025.

[March 16, 2021](#) - Council adopted Ordinance No. 2149, regulating marijuana within Broomfield, and restating its intent that marijuana cultivation facilities and marijuana product manufacturing facilities be prohibited.

February 25, 2025 - Request for future action related to permitting retail marijuana shops in Broomfield to be allowed to sell non-marijuana food and drinks.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the temporary moratorium to allow for the consideration of Ordinance 2266 on marijuana cultivation and manufacturing facilities prohibition, the appropriate motion is...

**That Resolution 2025-64 be adopted.**

If Council desires to make permanent the prohibition on marijuana cultivation and manufacturing facilities and updating the Zoning Code related to retail marijuana stores, the appropriate motion is...

**That Ordinance No. 2266 be adopted on first reading and ordered published in full; and that a public hearing and second reading of the Ordinance be held on April 8, 2025, at 6 pm as allowed by City Council Procedures and Rules of Order.**

If Council desires to permit the sale of food and beverages in marijuana establishments, the appropriate motion is...

**That Ordinance No. 2267 be adopted on first reading and ordered published in full; and that a public hearing and second reading of the Ordinance be held on April 8, 2025, at 6 pm as allowed by City Council Procedures and Rules of Order.**

## Alternatives

Decide not to approve Resolution No. 2025-64 and Ordinance No. 2266, and do not make permanent the prohibition for marijuana cultivation and marijuana product manufacturing. This is not advised as Broomfield does not have regulations in place governing cultivation and manufacturing. Should Council wish to explore cultivation and manufacturing, staff would need sufficient time to prepare such regulations for Council's approval.

Decide not to approve Ordinance No. 2267 and do not allow retail marijuana establishments to sell non-marijuana infused prepackaged food and beverage products.

## Marijuana Cultivation and Marijuana Product Manufacturing

The Broomfield Municipal Code has existing regulations related to retail and medical marijuana stores. These were established in March 2021 by Ordinance 2149 and permit retail and medical marijuana stores, with specific licensing requirements and regulations, including location requirements.

Prior to the adoption of the marijuana regulations in 2021, there were multiple prohibitions on retail and marijuana stores as well as marijuana cultivation and marijuana product manufacturing that had deadlines (or sunsets) on the prohibitions. Ordinance No. 1966 (2013) had a provision that would sunset the prohibition on all marijuana establishments on February 1, 2015. Ordinance No. 2002 (2014) extended this prohibition on marijuana establishments to February 1, 2017. Ordinance 2032 (2016) extended the prohibition until 2021. The fourth extension occurred in January 2021 (Ordinance No. 2146) which established the current sunset date of April 1, 2025 for the prohibition on cultivation and manufacturing facilities.

The prohibition on marijuana cultivation and marijuana product manufacturing in Section 17-02-100 has been in place for more than 12 years based upon Council's continued determination that the prohibition is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of the City and County. In 2021, Council approved Ordinance 2149, establishing the current marijuana regulations for retail establishments. In Section 1 of that ordinance, Council affirmed its intent that the operation of marijuana cultivation facilities and marijuana product manufacturing would be prohibited in Broomfield. However, Ordinance 2149 did not specifically repeal Section 17-02-100.

As there has been no direction to end this prohibition and there is no ordinance in place to regulate cultivation and manufacturing, staff is bringing forth and recommending a formal ordinance related to the continued prohibition of marijuana cultivation and marijuana product manufacturing. Ordinance No. 2266, if approved, would continue the prohibition on marijuana cultivation and product manufacturing in perpetuity until Council chose to take action to end that prohibition.

Related to Ordinance No. 2266, proposed Resolution No. 2025-064 would approve a moratorium on cultivation and manufacturing. The moratorium would last for 60 days beginning on April 1, 2025, to provide a continued prohibition of the uses in between the sunset of the current code language and a new ordinance being processed. The moratorium would expire on May 24, 2025.



## Zoning Code Update

Ordinance No. 2266 also proposes an update to the Zoning Code to make clear that retail marijuana stores are permitted subject to state licensing and local licensing regulations, including local location requirements, under the Broomfield Marijuana Code, Chapter 5-42. The proposed ordinance also removes previously sunsetted code language related to retail marijuana. Similar to the historical approach taken for marijuana cultivation and marijuana product manufacturing, Chapter 17-02 of the Broomfield Municipal Code had language prohibiting retail marijuana establishments which prohibition automatically repealed under Ordinance 2146 on May 3, 2021, and has no legal force or effect. Ordinance No. 2266 formally removes this sunsetted and repealed language from the Broomfield Municipal Code to eliminate confusion for readers.

## Non-Marijuana Infused Food and Beverage Sales)

In 2024, the Colorado General Assembly approved, and Governor Polis signed [Senate Bill 24-076](#) (SB24-076) into law. This senate bill known as the Streamline Marijuana Regulation Bill made a number of changes related to Colorado state regulations and licensing of marijuana establishments. One component of this bill grants retail marijuana businesses the ability to now sell non-marijuana food and beverages with a limit on total sales not to exceed 20% of the store's total annual gross sales.

Ordinance No. 2267 proposes to amend Broomfield's local marijuana licensing regulations to allow for retail marijuana establishments to be able to sell pre-packaged foods. Specifically, any non-marijuana food or beverages to be sold in the retail marijuana establishments would be required to be commercially prepared (by a person or entity other than the licensee), prepackaged, and require no preparation other than heating within its original container or package. Consistent with state law, the proposed ordinance limits the sale of food and beverages to no more than 20% of the store's total annual gross sales. Ordinance No. 2267 also includes language prohibiting the consumption of food sold by the marijuana establishment within the "restricted access area," which is the customer area on the sales floor.

## RESOLUTION NO. 2025-64

A resolution imposing a temporary moratorium until May 24, 2025 on all applications permits for, and operation of o Marijuana Cultivation and Marijuana Product Manufacturing uses

### Recitals.

Whereas, Article XVIII of the Constitution of the State of Colorado, Section 16, Subsection 5(f), approved by voters on November 6, 2012 and effective December 10, 2012, provides that cities and counties may prohibit the operation of marijuana cultivation and testing facilities, marijuana product manufacturing facilities, and retail marijuana stores, collectively defined as “marijuana establishments” through the enactment of an ordinance;

Whereas, the City Council previously found it necessary to the preservation and furtherance of the health, safety, and welfare of the citizens of the City and County to prohibit the operation of marijuana establishments, including marijuana cultivation facilities and marijuana product manufacturing facilities, within the City and County of Broomfield and prohibited same by enactment of Ordinance No. 1966 on February 26, 2013, Ordinance No. 2002 on September 9, 2014, Ordinance No. 2032 on September 13, 2016, and Ordinance No. 2146 on January 12, 2021;

Whereas, on March 16, 2021, Council adopted Ordinance No. 2149, regulating marijuana within Broomfield, and restating its intent that marijuana cultivation facilities and marijuana product manufacturing facilities be prohibited;

Whereas, the Broomfield Municipal Code prohibition of marijuana cultivation facilities and marijuana product manufacturing facilities within the City and County of Broomfield sunsets on April 1, 2025;

Whereas, the City Council hereby finds and declares that it is necessary to the continued preservation and furtherance of the health, safety, and welfare of the citizens of the City and County to prohibit the operation of marijuana cultivation facilities and marijuana product manufacturing facilities within the City and County of Broomfield;

Whereas, the Local Government Land Use Control Enabling Act, C.R.S. §§ 29-20-101 et seq., provides Broomfield with the broad authority to plan for and regulate the use of land to best protect and promote the health, safety, and general welfare of the present and future inhabitants of the City and County Broomfield and to guide future growth, development, and distribution of land uses within Broomfield.

Whereas, contemporaneously with this Resolution, staff has prepared an ordinance to make permanent the prohibition on marijuana cultivation facilities and marijuana product manufacturing facilities within the City and County of Broomfield as currently stated in B.M.C 17-02-100. This moratorium is needed to provide the time to have this ordinance be adopted by City Council, which will extend beyond April 1, 2025;

Whereas, a 60 day temporary moratorium on marijuana cultivation facilities and marijuana product manufacturing facilities will continue the existing prohibition of the uses in between the sunseting of the current code language and a new ordinance being approved.

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

**Section 1.**

The foregoing recitals are affirmed and incorporated herein.

**Section 2.**

- A. A moratorium is hereby imposed as of April 1, 2025, prohibiting the submission, acceptance, processing, approval of applications or permits for marijuana cultivation facilities and marijuana product manufacturing facilities within the City and County of Broomfield.
  
- B. The moratorium imposed by this resolution shall expire on May 24, 2025, unless repealed, or upon the effective date of Ordinance No. 2266, which would make permanent the existing prohibition on marijuana manufacturing and cultivation, whichever is sooner.

**Section 3.**

Should any one or more sections or provisions of this resolution be judicially determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remaining sections or provisions of this resolution, it being the intent of City Council that such invalid or unenforceable provisions are severable.

**Section 4.**

This resolution is effective as of its approval by the City Council.

Approved on March 25, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

---

City and County Attorney

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

## ORDINANCE NO. 2266

An ordinance to amend the Broomfield Municipal Code, Title 17, to make permanent the prohibition on marijuana cultivation and manufacturing facilities and add retail marijuana stores as a permitted use

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

### Section 1.

Chapter 17-02, General Provisions, of the Broomfield Municipal Code is amended to add the following section:

**17-02-095 - Retail marijuana businesses.**

- (A) Retail marijuana stores licensed pursuant to the Colorado Marijuana Rules to operate a business described in C.R.S. § 44-10-601, as amended, require a license pursuant to [chapter 5-42](#), Broomfield Municipal Code.

### Section 2.

Section 17-02-100(a) establishing a sunsetted (April 1, 2025) prohibition on marijuana cultivation facilities and marijuana product manufacturing facilities in Broomfield is made permanent. This section will remain in the Broomfield Municipal Code and states as follows:

**17-02-100 - Certain marijuana establishments prohibited.**

- (A) Marijuana cultivation facilities; and marijuana product manufacturing facilities, as defined in Section 16(2) of Article XVIII of the State Constitution, are prohibited within the City and County of Broomfield. In addition to any other penalties that may exist under state, federal, and local laws, violation of this section shall be punishable by a fine not exceeding \$1000.00, or by imprisonment not exceeding one year, or by both. such fine and imprisonment, as set forth in [Chapter 1-12](#), B.M.C.

- ~~(B) Retail marijuana stores, as defined in Section 16(2) of Article XVII of the State Constitution, are prohibited within the City and County of Broomfield. In addition to any other penalties that may exist under state, federal, and local laws, violation of this section shall be punishable by a fine not exceeding \$1000.00, or by imprisonment~~

~~not exceeding one year, or by both such fine and imprisonment, as set forth in [Chapter 1-12](#), B.M.C.~~

### Section 3.

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

Introduced and approved after first reading on March 25, 2025, and ordered published in full.

Introduced a second time and approved on April 8, 2025, and ordered published.

The City And County Of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved As To Form:

*NCR*  
\_\_\_\_\_  
City and County Attorney

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

## ORDINANCE NO. 2267

An ordinance amending the Broomfield Municipal Code to permit the sale of non-marijuana infused consumable food and drink at marijuana establishments.

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

### Section 1.

Section 5-42-040 of the Broomfield Municipal Code is amended as follows:

5-42-040 - License required.

- (A) All persons who are engaged in or who are attempting to engage in the distribution, testing and/or sale of marijuana in any form shall do so only in strict compliance with the terms, conditions, limitations, and restrictions in Section 14 and Section 16 of Article XVIII of the Colorado Constitution, state statute, the Colorado Marijuana Rules, this code, and all other state and local laws and regulations.
- (B) Within the city, it is unlawful for any person to sell or to possess for sale any marijuana product unless licensed to do so, unless the license required is in full force and effect, and all applicable fees and taxes have been paid in full and the license applies to the person and location where the sale or possession occurs.
- (C) No license may be issued to authorize marijuana product sales anywhere other than at a fixed location that is designated in the license application and approved license.
- (D) Any person selling marijuana without a license is a per se nuisance.
- (E) All marijuana business locations must be licensed separately.
- (F) **A marijuana business may only sell retail marijuana, retail marijuana products, marijuana accessories, nonconsumable products such as apparel, and marijuana-related products such as childproof packaging containers, hemp products, and food, including food that is not infused with marijuana or hemp product or extracts, but a marijuana business shall not sell or give away cigarettes or alcohol. All food sold must be commercially prepared by a person or entity other than the licensee, prepackaged, and require no preparation other than heating within its original container or package. The marijuana business shall not sell food in excess of twenty percent of the store's annual gross revenues.**

### Section 2.

Section 5-42-250(M) of the Broomfield Municipal Code is amended as follows:

5-42-250 - Operational requirements.

...

(M) Reporting of source, quantity, and sales. The records to be maintained by each marijuana establishment shall include the source and quantity of any marijuana distributed, produced, or possessed within or from the premises. Such reports shall include the following information, at a minimum, for both acquisitions from wholesalers and sales transactions:

- (1) Date, weight, type of marijuana, and dollar amount or other consideration of transaction;
- (2) For wholesale transactions, the sales and use tax license number of the seller from the State of Colorado and city, if any; and
- (3) The amount of marijuana within the marijuana establishment. Each year, with the licensee's application for license renewal, the licensee shall submit a report to the authority with this information for the prior operational year. The secretary of the authority may designate the form of the report; and
- (4) **For food not infused with marijuana or hemp, the annual gross revenue from sales of such food and the annual gross revenue of the marijuana establishment as a whole.**

### Section 3.

Section 5-42-260 of the Broomfield Municipal Code is amended as follows:

5-42-260 - Unlawful acts.

(A) Any person who pleads guilty or no contest to or who, after trial, is found guilty of violating any of the following shall be subject to penalties pursuant to the general penalties set forth in section 1-12, B.M.C. It is unlawful for any person to:

...

(34) Distribute any consumable product, other than bottled water, ~~that is not a marijuana-infused product~~ **not in strict compliance with state statute, the Colorado Marijuana Rules, this code, and all other state and local laws and regulations.**

...

(37) **Consume any food sold by the marijuana establishment, other than water, in any restricted access area.**

### Section 4.

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



Introduced and approved after first reading on March 25, 2025, and ordered published in full.

Introduced a second time and approved on April 8, 2024, and ordered published.

The City and County of Broomfield, Colorado

---

Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

*NCR*

---

City and County Attorney



# City and County of Broomfield

## City Council Regular Meeting

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### A. Public Hearing Ordinance for Business Improvement District Formation for Broomfield Town Square - Second Reading

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Action Items Item: 7A.
Presented By	
Jeff Romine, Economist - CMO	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

The action would establish a Business Improvement District (BID) related to the Broomfield Town Square (BTS) project. Additionally, it establishes the Board of Directors, the District boundary, and the 2025 and 2026 District Budget

The BID is the third component of financing for the BTS project, as outlined in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement).

### **Attachments**

[Broomfield Town Square BID Formation 2nd Reading\\_\(2\).pdf](#)

[Ordinance No. 2263 Broomfield Town Square BID Formation 3-25-2025.pdf](#)

[BTS – Petition to form BID FINAL SIGNED 2-20-2025.pdf](#)

[BTS – Petition to form BID DRAFT 2-14-2025.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Ordinance 2263, if approved, would establish a Business Improvement District (BID) related to the Broomfield Town Square (BTS) project.

The BID is the third component of financing for the BTS project, as outlined in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement). Other components of public or district financing to support the development include the establishment of the Metropolitan District (formed in 2020) and the amendment and formation of an Urban Renewal Area (which will be considered by the City Council and the Broomfield Urban Renewal Authority on March 25, 2025). Note: The Redevelopment Agreement, approved on November 12, 2019, established the financial commitments of the City and County of Broomfield, such as committed shares of annual tax revenue resulting from the development, net and gross maximum reimbursement limits, other contributions, and commitments to support the proposed BTS development.

## Business Improvement District

### Background and Requirement for Formation:

A BID is a legal governmental entity that can be created by a municipality pursuant to Colorado's "Business Improvement District Act", CRS 31-25-1201 *et seq.* to promote the vitality of commercial business areas within a municipality. A BID has the power to own property, impose a tax levy, and provide the following services within its boundaries: consult on planning or managing development activities; maintenance of improvements; promotion or marketing of district activity or public events; activities in support of business recruitment, management, and development; security for businesses and public areas; and snow removal or refuse collection.

A BID can be formed by the City Council upon approval of an ordinance. In order for the City Council to consider an ordinance forming the BID, first a petition seeking the formation of BID must be submitted to the City that is signed by persons who own real or personal property within the proposed district having a valuation for assessment of not less than fifty percent (50%) of the valuation of all real and personal property in the service area of the proposed district. Accompanying the petition shall be an operating plan and proposed budget for the district. Each year the BID must submit to the City its operating plan and proposed budget no later than September 30th.

Once established, a BID is governed by a board of directors of no less than five (5) individuals appointed by the City Council and who serve at the pleasure of the Council. Board members must be eligible electors who live within the district's boundaries or own taxable real or personal property within the district.

### Transfer of Property and Qualification as Petitioners:

On or about February 13, 2025, the City transferred by Special Warranty Deed to Bryon White, Tim Fredregill, Patricia McHenry, Rod Wagner, and Joseph Vostrejs (the Grantees), each as to a 1/5th interest, as tenants in common Lot 2, Broomfield Town Square, Filing No. 1 in the City and County of Broomfield. This transfer was authorized by [Ordinance No. 2108](#) approved by the City Council on November 12, 2019. Pursuant to the Special Warranty Deed, the property is subject to be reclaimed by the City if the Grantees or their successors or assigns have not on or before December 31, 2026, either (i) commenced construction of horizontal infrastructure of the Broomfield Town Square development north of 1st Avenue; or (ii) issued

bonds or otherwise obtained sufficient financing to allow for the commencement of construction of all horizontal infrastructure required for the Broomfield Town Square development within 60 days of obtaining all necessary permits from the City and County of Broomfield. Acceptance of the deed qualified the Grantees to petition the City for the formation of the Broomfield Town Square BID.

Subsequent to acceptance of the Lot 2, the Grantees submitted to the City a proposed Petition to Organize a BID together with a 2025 and 2026 Operating Plan and Budget for the Broomfield Town Square Business Improvement District. The proposed boundary of the BID at its formation is limited to Lot 2. The developer is expected to request that the City Council expand the boundary upon further transfer of property by the City to include the entire Broomfield Town Square development.

**Operating Plan and Budget:**

The proposed 2025 and 2026 Operating Plan and Budget identify: (1) the composition of the Board of Directors; (2) the temporary boundary and service area of the BID; (3) the services and improvements to be provided by the BID together with the proposed 2025 and 2026 budget; and (4) the estimated taxes, fees, and assessments to be imposed by the BID.

As submitted, the Petition and the proposed plan names Bryon White, Tim Fredregill, Patricia McHenry, Rod Wagner, and Joseph Vostrejs (the Grantees) to the Board of Directors. The Grantees are the only qualified electors able to serve at the time of formation.

The proposed plan and budget anticipate the BID will construct, install or cause to be constructed or installed, certain public improvements including, without limitation, water services, safety protection devices and services, sanitation services, marketing, streetscape improvements, street improvements, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping, storm and wastewater management facilities, and associated land acquisition and remediation. The costs of the public improvements include the costs of design, acquisition, construction, and financing. A preliminary estimate of the costs is approximately \$68M. The proposed 2025 and 2026 budgets for the BID total \$50,000 annually.

The BID is anticipated to hold an election on May 6, 2025 for the purposes of authorizing debt, taxes, revenue limits, spending limits, and special assessments. The initial maximum debt authorization for the BID shall be \$104M. This debt limit is an aggregate limit with the Metropolitan Districts so that, collectively, the BID and the Metropolitan Districts may not issue bonds in excess of \$104M. Similarly, the BID's taxing ability shall be constrained to debt service mill levy limitations of 50 mills in the aggregate when combined with the debt service mill levies of the Metropolitan Districts. An additional 15 mills is permitted for operations and administrative expenses. The maximum voted interest rate permitted for any debt issued by the BID shall be eight percent (8%) which may be increased to ten percent 10% with administrative approval of the City and County Manager and the City and County Attorney. The maximum underwriting discount shall be three percent (3%).

The BID may consider issuing debt beginning in 2026 if the issuance of debt is approved by the electors of the BID at the May 6, 2025 election.

**Proposed Ordinance No. 2263:**

Proposed Ordinance No. 2263, if approved, finds that the Petition submitted by the Grantees meets the statutory criteria for the creation of a Business Improvement District and establishes the Broomfield Town Square Business Improvement District. It also (1) establishes the Board of Directors; (2) establishes the temporary boundary; and (3) approves the 2025 and 2026 Operating Plan and Budget.

## Financial Considerations

The formation of the BID is expected to have limited financial impact to the City and County. The BID will cause some additions to regular activities of both the City and County and BURA, such as the collection of funds through imposing certain tax levies. It is anticipated that, like other taxing entities, the BID will seek to have Broomfield collect and disperse any taxes levied by the BID. This process is similar to that used for other taxing entities. The City will be provided a fee for this service.

## Prior Council or Other Entity Actions

[February 25, 2025](#) - Approved, on first reading, the formation of the Broomfield Town Square Business Improvement District (BID)

[September 12, 2023](#) - Approved the Broomfield Town Square Filing No. 1 Site Development Plan and Urban Renewal Site Plan, Improvement Agreement, and Ownership and Maintenance Agreement.

[September 13, 2022](#) - Approved the Broomfield Town Square PUD Plan, Final Plat, and the Ninth Amendment to the 2016 Comprehensive Plan for a Land Use Map Amendment related the BTS property.

[November 12, 2020](#) - City Council and BURA approved a Supplemental Cost Sharing Agreement with Broomfield Town Square Alliance, LLC.

[August 25, 2020](#) - Approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2.

[November 12, 2019](#) - City Council and BURA approved a Redevelopment and Reimbursement Agreement with Broomfield Town Square Alliance, LLC.

[May 21, 2019](#) - City Council and BURA approved a Predevelopment Agreement with Broomfield Town Square Alliance, LLC.

## Boards and Commissions Prior Actions and Recommendations

[March 22, 2021](#) - Land Use Review Commission found and declared the Broomfield Town Square URA Plan to be consistent with the Comprehensive Plan and recommended approval of the plan.

## Proposed Actions / Recommendations

If Council desires to approve the petition and approve the ordinance that would create the Business Improvement District, the appropriate motion is...

**That Ordinance No. 2263 be approved on second reading and ordered published by title.**

## Alternatives

Do not establish the Business Improvement District at this time. This would not preclude the developer from resubmitting the petition at a later date.

## **Broomfield Town Square Development Background**

### **Approved Development Plans**

On [September 12, 2023](#), the City Council approved a site development plan, improvement agreement and other related agreements for the Broomfield Town Square development which comprises approximately 39 acres and is generally located northeast of Main Street and West 120th Avenue. Broomfield currently owns the properties and Broomfield's master planning documents have long envisioned a town square in this location.

The approved site development plan allows up to 491 residential units including 12 townhomes and 479 rental apartments and anticipates up to 63,590 square feet of commercial development including a redevelopment of the former grocery store in the initial phase. Significant public improvements, including a 4 acre lake, plaza and walk areas, and publicly accessible parking garage are also included in Phase 1. Future phases could include up to 152 additional residential units for a total of 643 residential units and up to 187,000 square feet of total commercial uses across the property.

### **Redevelopment and Reimbursement Agreement**

On [November 12, 2019](#), City Council approved a Redevelopment and Reimbursement Agreement concerning the Broomfield Town Square development. This Redevelopment Agreement addresses the sharing of revenues generated from within the property by Broomfield and the Broomfield Urban Renewal Authority (BURA) with the developer to assist with financing the public improvements included within the development.

Specifically, the Redevelopment Agreement commits Broomfield to sharing with the Developer the maximum net reimbursement amount of \$20M in tax increment revenue generated by the City and County from the project. If the developer issues bonds for development project financing, the reimbursement amount will include eligible financing costs for a gross maximum reimbursement total of up to \$54.0M. If the development financing does not include bond financing maximum gross reimbursement shall not exceed \$48M. In addition to the revenue sharing provisions, the Redevelopment calls for the transfer of the land owned by Broomfield, including the former grocery store and parking areas, to the developer for the purposes of redevelopment and development. This commitment extends until December 31, 2044. In addition to the sharing of tax increment revenue and property transfer, the City agreed in the Redevelopment Agreement to cooperate with the developer to form and/or adopt an Urban Renewal Plan, Business Improvement District, and Metropolitan District for the project. Such action will aid the developer in financing the public improvements required for the project.

### **Metropolitan District**

On [August 25, 2020](#), City Council approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2. The Service Plans include interest rate caps and a provision that an analysis of interest rates will be performed prior to the issuance of debt to assess reasonableness of the proposed interest rates. A maximum of \$104M of debt is authorized by the Service Plans. Any issuance of debt by the Metropolitan Districts will require the approval of the City and County Manager and City and County Attorney.

### **Urban Renewal Plan**

The Broomfield Town Square project is partly within the existing Broomfield Plaza Civic Center Urban Renewal Area (Broomfield Plaza URA). The developer has proposed a new Broomfield Town Square Urban Renewal Area (Town Square URA) encompassing the entire project area. Consequently, staff will be presenting for City Council consideration on March 25, 2025 resolutions to amend the impacted Broomfield

Plaza URA and approve the new Town Square URA. The tax increment revenue (reimbursement amount) pledged by Broomfield in the 2019 Redevelopment Agreement will annually flow through the newly created Town Square URA, until either the gross reimbursement amount has been met or the agreement expires at the end of 2044.

In coordination with the proposed amended and new URA plans, staff will also request on March 25, 2025 that BURA approve tax revenue sharing agreements with Boulder Valley School District (BVSD), Broomfield Town Square Metropolitan District, North Metro Fire & Rescue District, and Northern Colorado Water Conservation District (Northern Water). The anticipated financial contribution to the Broomfield Town Square project by BVSD is estimated to be approximately \$20.0M through 2050. There is no financial impact to North Metro or Northern Water as BURA will not retain any of the taxes levied by either entity and each will receive 100% of any tax increment generated by the project. Mile High Flood District had previously consented to the formation of the Town Square URA in 2022 and will renew its letter of approval upon the City Council's approval of the new URA plan.

# ORDINANCE NO. 2263

An ordinance declaring the organization of the Broomfield Town Square Business Improvement District, establishing and appointing a Board of Directors, and approving the 2025 and 2026 Operating Plan and Budget

## Recitals.

Whereas, a Petition for the Organization of the Broomfield Town Square Business Improvement District (the “Petition”) was filed with the Clerk of the City and County of Broomfield (the “City”) on or about February 19 , 2025.

Whereas, on February 25, 2025, the City Council of the City and County of Broomfield (“City Council”) fixed by order the time and place for a hearing on the Petition.

Whereas, on March 25, 2025, the City Council held a public hearing on the Petition.

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

## Section 1.

The City Council hereby makes the following findings regarding the Petition for the proposed Broomfield Town Square Business Improvement District (the “BID”):

- (1) Notice of place and time of the hearing on the Petition was published in the Broomfield Enterprise and mailed to each property owner within the service area and the boundaries of the proposed BID at such property owner’s last known address, as disclosed by county tax records.
- (2) The Petitioners are the owners of real or personal property in the service area of the proposed BID (a) having a valuation for assessment of not less than fifty percent (50%) of the valuation for assessment of all real and personal property in the service area of the proposed BID; and (b) which comprises at least fifty percent (50%) of the acreage in the legal boundaries of the proposed BID.
- (3) The signatures of the Petitioners are genuine.
- (4) The Petition was accompanied by a bond with security approved by the City Council or a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the BID is not effected.



(5) The corporate name of the proposed BID is Broomfield Town Square Business Improvement District.

(6) A general description of the boundaries and service area of the proposed BID is as follows:

- (a) The legal description of the BID is set forth in Exhibit A, attached here to and incorporated herein. A map of the BID is on file with the City and County Clerk.
- (b) The legal description of the Service Area of the BID is set forth Exhibit B, attached hereto and incorporated herein. A map of the Service Area is on file with the City and County Clerk.
- (c) Pursuant to Section 31-25-1208(3), C.R.S., if at any time, the tax classification of property within the Service Area is changed from residential or agricultural to business or commercial uses, such property shall no longer be excluded from the boundaries of the BID.

(7) The property within the boundaries and the service area of the proposed BID is located within the boundaries of the City; therefore, the City has jurisdiction to organize the BID.

(8) None of the taxable real or personal property to be included in the boundaries of the proposed BID is classified for property tax purposes as either residential or agricultural.

(9) No property to be included in the boundaries of the proposed BID is within the boundaries of another business improvement district authorized under Title 31, C.R.S.

(10) All of property within the service area of the BID is a location hereby designated for new business or commercial development pursuant to Section 31-25-1203(10), C.R.S.

(11) The Petition was duly signed and presented in conformity with Sections 31-25-1201, et seq., C.R.S., as amended (the "Business Improvement District Act"), the allegations of the Petition are true, and the types of services or improvements to be provided by the proposed BID are those services or improvements which best satisfy the purposes set forth in the Business Improvement District Act.

## **Section 2.**

The City Council hereby declares the above-described Broomfield Town Square Business Improvement District organized in accordance with the Business Improvement District Act, and all other applicable statutes and laws of the State of Colorado. The BID shall be a quasi-municipal corporation and political subdivision of the State with all powers and responsibilities thereof.

### **Section 3.**

Pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council may appoint the initial members for the Board of Directors of the BID (the “Board”) to serve at the pleasure of the City Council. Each member of the Board shall be an elector of the BID as “elector” is defined in Section 31-25-1203(4)(a), C.R.S.

(1) The City Council hereby establishes the Board of Directors of five (5) members and hereby appoints as directors the individuals named in the 2025 and 2026 Operating Plan to serve as the initial members of the Board of Directors.

(2) Members of the Board of Directors shall serve at the pleasure of the City Council pursuant to Section 31-25-1209(1)(b), C.R.S. Any subsequent members of the Board of Directors shall be appointed by resolution of the City Council.

(3) The Board of Directors shall carry out the responsibilities required of such Board by the Business Improvement District Act, any Operating Plan and Budget, and all other applicable ordinances and laws.

### **Section 4.**

In accordance with Section 31-25-1211, C.R.S., the 2025 and 2026 Operating Plan and Budget is hereby approved. A copy of the 2025 and 2026 Operating Plan and Budget is available on file with the City and County Clerk. Given the date of this Ordinance, the 2025 and 2026 Operating Plan and Budget shall apply to the BID’s activities for the remainder of 2025 and for 2026. If the BID amends the 2025 and 2026 Operating Plan or either the 2025 Budget or 2026 Budget after this Ordinance is effective, the amendment must be approved by the City Council in substantially the same manner as the process for formulating the operating plan and budget for each year. Beginning on September 30, 2026 (for use in 2027), an annual Operating Plan and Budget will be submitted to the City Council on or before September 30th of each year.

### **Section 5.**

All acts, orders, resolutions, or parts thereof, of the City that are inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

### **Section 6.**

Should any part or provision of this Ordinance be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, it being the intention that the various provisions hereof are severable.

**Section 7.**

The City and County Clerk is hereby directed to advise the representatives of the BID in writing of this action and to attach a certified copy of this Ordinance.

**Section 8.**

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

Introduced and approved after first reading on February 25, 2025, and ordered published in full.

Introduced a second time and approved on March 25, 2025, and ordered published.

The City And County Of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved As To Form:

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

**EXHIBIT A**

Legal Description and Map of the Boundaries of the BID

Lot 2, Broomfield Town Square, Filing No. 1, City and County of Broomfield, State of Colorado

**EXHIBIT B**

Legal Description and Map of the Service Area of the BID

Lot 2, Broomfield Town Square, Filing No. 1, City and County of Broomfield, State of Colorado

**CITY AND COUNTY OF BROOMFIELD, COLORADO**

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**PETITION**

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**FOR THE ORGANIZATION OF THE BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT**

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TO THE HONORABLE COUNCILORS OF THE CITY COUNCIL OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

Pursuant to Part 12, Article 25, Title 31, of the Colorado Revised Statutes (“**C.R.S.**”), the undersigned, who are the owners of taxable real or personal property (collectively, the “**Petitioners**”) within the Service Area of the proposed Broomfield Town Square Business Improvement District (the “**BID**”) respectfully Petition the Town Council (“**Town Council**”) for the City and County of Broomfield, Colorado (the “**City**”) for the organization of the BID. In support of this Petition, Petitioners state as follows:

1. The name of the proposed BID is “Broomfield Town Square Business Improvement District,” which is located in the City.

2. A legal description of the proposed BID’s boundaries is set forth in Exhibit A, attached to and incorporated into this Petition by this reference. A map of the proposed BID’s boundaries and Service Area is set forth in Exhibit B, attached to and incorporated into this Petition by this reference.

(a) The BID’s Service Area shall be the commercial property within the boundaries. Pursuant to Section 31-12-1203(10), C.R.S., the proposed Service Area includes property that the Petitioners request the City, following notice and a public hearing, designate for new business or commercial development.

(b) None of the taxable real or personal property to be included in the boundaries of the BID is classified for property tax purposes as either residential or agricultural. No property to be included into the boundaries of the BID is within another business improvement district authorized under Title 31, C.R.S.

(c) Pursuant to Section 31-25-1220, C.R.S., the BID shall be entitled to expand its boundaries.

3. The BID shall be authorized to undertake and provide services related to the acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including any “Improvements,” as defined in Section 31-12-1203(15), C.R.S., and the

BID shall be authorized to exercise all powers as set forth in Section 31-12-1212, C.R.S., except as otherwise limited in any operating plan approved by the City.

4. The names of three (3) persons to represent the Petitioners, who have the power to enter into agreements relating to the organization of the BID are:

- (a) Tim Fredregill;
- (b) Joseph Vostrejs; and
- (c) Patricia McHenry.

5. Pursuant to Section 31-25-1205(2), C.R.S, this Petition is signed by persons who own real or personal property in the Service Area of the BID having a valuation for assessment of not less than fifty percent (50%) of the valuation for the assessment of all real and personal property in the Service Area of the BID; and who own at least fifty percent (50%) of the acreage within the boundaries of the BID.

6. Pursuant to Section 31-25-1205(3), C.R.S., this Petition is accompanied by a Bond, attached to and incorporated into this Petition by this reference as **Exhibit C**, with security approved by the City or a cash deposit sufficient to cover all expenses in connection with the proceedings in case the organization of the BID is not effected. If at any time during the organization proceedings the City determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the Petitioners to execute an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and Petitioners acknowledge that upon failure of the Petitioners to file or deposit the same, the Petition may be dismissed.

7. Pursuant to Section 31-25-1209(1), C.R.S, the City may provide by ordinance for a Board of Directors of the BID consisting of five (5) members. The five-member Board of Directors of the proposed BID will be appointed by the Mayor/City Council and will serve at the pleasure of the City. Petitioners request that the City pass such an ordinance and that the initial Board of Directors be the following electors of the BID:

- (a) Tim Fredregill;
- (b) Patricia McHenry;
- (c) Joseph Vostrejs;
- (d) Rod Wagner; and
- (e) Bryon White.

Each member shall fulfill all statutory requirements prior to undertaking official duties.

8. Pursuant to Section 31-25-1213, C.R.S., Board of Directors of the BID shall have the power to issue indebtedness, and to levy and collect *ad valorem* taxes on and against all taxable commercial property within the boundaries of the BID in an amount authorized by election and allowed by the operating plan and budget to be approved by the City. The Board of Directors of the BID shall, in accordance with Sections 31-25-1214 and 39-5-128, C.R.S., certify the mill levy to the County Board of County Commissioners as appropriate.

9. The Board of Directors of the BID shall have all other powers as may be necessary, convenient, and authorized by statute and as set forth in the operating plan and budget of the BID. Given the date of this Petition, the 2025 and 2026 Operating Plan and Budget shall apply to the BID's activities for the remainder of 2025 and for 2026. If the BID amends the 2025 and 2026 Operating Plan or either the 2025 Budget or 2026 Budget after City approval, the amendment must be approved by the City Council in substantially the same manner as the process for formulating the operating plan and budget for each year. Beginning on September 30, 2026 (for use in 2027), an annual Operating Plan and Budget will be submitted to the City Council on or before September 30th of each year, as provided in Section 31-25-1211, C.R.S.

10. Petitioners respectfully request the City to organize the proposed BID.

WHEREFORE, the undersigned Petitioners respectfully request the Honorable Councilors of the City Council of the City and County of Broomfield to:

A. Organize the Broomfield Town Square Business Improvement District in accordance with Part 12, Article 25, Title 31, C.R.S., and other applicable statutes and laws of the State of Colorado; and

B. Take all steps and procedures required by law for the organization of the BID, including adoption of an Ordinance declaring the BID organized.

DATED: Feb. 18, 2025.

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**WARNING:**


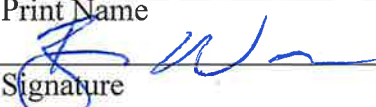
**IT IS AGAINST THE LAW:**

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**DO NOT SIGN THIS PETITION UNLESS YOU ARE A PERSON WHO OWNS REAL OR PERSONAL PROPERTY IN THE SERVICE AREA OF THE PROPOSED BUSINESS IMPROVEMENT DISTRICT.**

**DO NOT SIGN THIS PETITION UNLESS YOU HAVE READ, OR HAVE HAD READ TO YOU, THE PETITION IN ITS ENTIRETY AND UNDERSTAND ITS MEANING.**

**By signing this petition, I hereby certify that I, or the entity for which I have authority to sign, own(s) real or personal property within the proposed business improvement district:**

	<u>NAME</u>	<u>ADDRESS</u> (Street, Number, City and Zip Code)
1.	<u>TIM FREDREGILL</u> Print Name	<u>2625 CALIFORNIA ST</u>
	<u></u> Signature	<u>DENVER, CO 80205</u>
2.	<u>BYRON WHITE</u> Print Name	<u>1090 TWISTED PINE RD</u>
	<u></u> Signature	<u>GOLDEN, CO 80401</u>

3.

Patricia McHenry 653 Race St  
 Print Name Denver, CO 80206  
 Signature

4.

Print Name

Signature

5.

Print Name

Signature

STATE OF COLORADO )  
 )  
COUNTY OF Jefferson ) ss.  
 )

**AFFIDAVIT**

I, TIM FREDREGILL, being first duly sworn on oath, depose and state that:

1. That I was a resident of the State of Colorado, a citizen of the United States, and at least eighteen (18) years of age at the time I circulated the Petition for Organization (the “**Petition**”) of the proposed Broomfield Town Square Business Improvement District (the “**BID**”);

2. Each signature on the Petition was affixed in my presence, and that each signature thereon is the true, genuine, and correct signature of the person it purports to be;

3. To the best of my knowledge and belief, each of the persons signing the Petition was, at the time of signing, an owner, or an authorized signatory on behalf of an entity that owns, taxable real or personal property within the boundaries of the BID;

4. I have not paid and will not in the future pay, and to the best of my knowledge and belief, no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signatory of the Petition for the purpose of inducing or causing the signatory to sign the Petition.

5. I am one of the Petitioners named in the foregoing Petition; that I have read said Petition and know the contents thereof; and that the same is true to the best of my knowledge, information, and belief.

[Signature]  
Affiant

2625 CALIFORNIA ST  
DENVER, CO 80205  
Address

SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of February, 2025.

WITNESS my hand and official seal.

My commission expires: April 18, 2026

[Signature]  
Notary Public

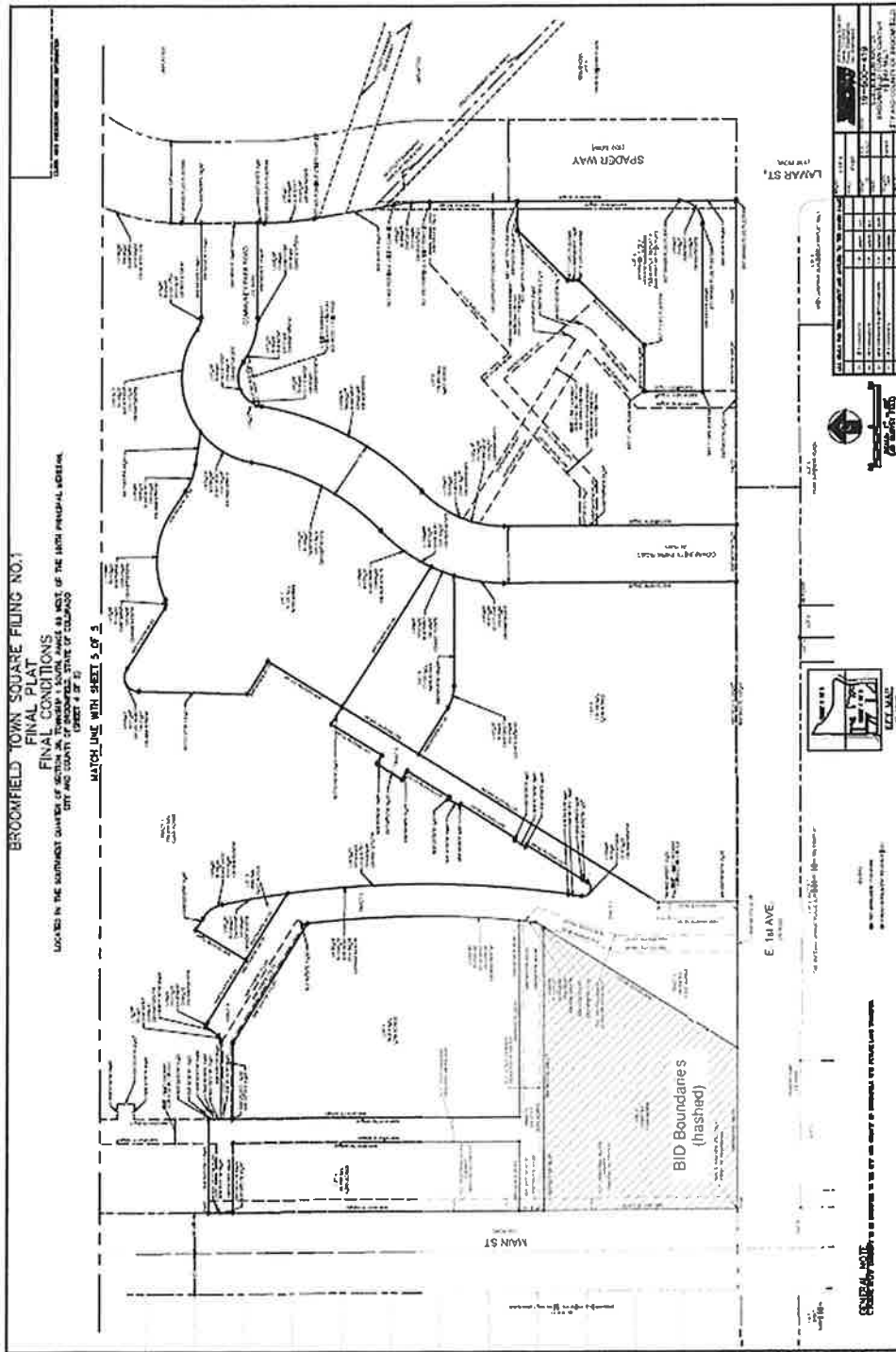


**EXHIBIT A**

LOT 2, BROOMFIELD TOWN SQUARE, FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 2022 UNDER RECEPTION NO. 20220131184, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

# EXHIBIT B

## Map of the Boundaries and Service Area of the BID



**EXHIBIT C**

Bond for Organization of the BID

**CITY AND COUNTY OF BROOMFIELD, COLORADO**

**BOND**

**IN RE THE ORGANIZATION OF THE BROOMFIELD TOWN SQUARE BUSINESS  
IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, THAT:

Pursuant to Section 31-25-1205, C.R.S., the undersigned, on behalf of Petitioners, agrees to pay all expenses connected with these proceedings in the event the organization of Broomfield Town Square Business Improvement District is not effected.


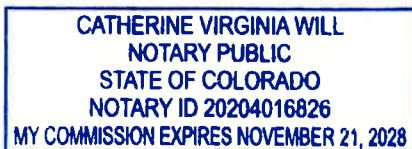
DATED: February 19, 2025.



Subscribed and sworn to before me by <sup>Suzanne</sup>Meintzer on this 19<sup>th</sup> day of February, 2025.

Witness my hand and official seal.

My commission expires: Nov. 21, 2028

  
Notary Public

**CITY AND COUNTY OF BROOMFIELD, COLORADO**

---

**PETITION**

---

**FOR THE ORGANIZATION OF THE BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT**

---

TO THE HONORABLE COUNCILORS OF THE CITY COUNCIL OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

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(b) None of the taxable real or personal property to be included in the boundaries of the BID is classified for property tax purposes as either residential or agricultural. No property to be included into the boundaries of the BID is within another business improvement district authorized under Title 31, C.R.S.

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- (b) Joseph Vostrejs; and
- (c) Patricia McHenry.

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7. Pursuant to Section 31-25-1209(1), C.R.S, the City may provide by ordinance for a Board of Directors of the BID consisting of five (5) members. The five-member Board of Directors of the proposed BID will be appointed by the Mayor/City Council and will serve at the pleasure of the City. Petitioners request that the City pass such an ordinance and that the initial Board of Directors be the following electors of the BID:

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Each member shall fulfill all statutory requirements prior to undertaking official duties.



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9. The Board of Directors of the BID shall have all other powers as may be necessary, convenient, and authorized by statute and as set forth in the operating plan and budget of the BID. Given the date of this Petition, the 2025 and 2026 Operating Plan and Budget shall apply to the BID's activities for the remainder of 2025 and for 2026. If the BID amends the 2025 and 2026 Operating Plan or either the 2025 Budget or 2026 Budget after City approval, the amendment must be approved by the City Council in substantially the same manner as the process for formulating the operating plan and budget for each year. Beginning on September 30, 2026 (for use in 2027), an annual Operating Plan and Budget will be submitted to the City Council on or before September 30th of each year, as provided in Section 31-25-1211, C.R.S.

10. Petitioners respectfully request the City to organize the proposed BID.

WHEREFORE, the undersigned Petitioners respectfully request the Honorable Councilors of the City Council of the City and County of Broomfield to:

A. Organize the Broomfield Town Square Business Improvement District in accordance with Part 12, Article 25, Title 31, C.R.S., and other applicable statutes and laws of the State of Colorado; and

B. Take all steps and procedures required by law for the organization of the BID, including adoption of an Ordinance declaring the BID organized.

DATED: Feb. 18, 2025.

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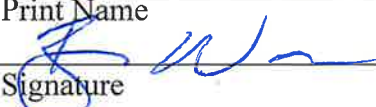
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**DO NOT SIGN THIS PETITION UNLESS YOU HAVE READ, OR HAVE HAD READ TO YOU, THE PETITION IN ITS ENTIRETY AND UNDERSTAND ITS MEANING.**

**By signing this petition, I hereby certify that I, or the entity for which I have authority to sign, own(s) real or personal property within the proposed business improvement district:**

	<u>NAME</u>	<u>ADDRESS</u> (Street, Number, City and Zip Code)
1.	<u>TIM FREDREGILL</u> Print Name	<u>2625 CALIFORNIA ST</u>
	<u></u> Signature	<u>DENVER, CO 80205</u>
2.	<u>BRYON WHITE</u> Print Name	<u>1090 TWISTED PINE RD</u>
	<u></u> Signature	<u>GOLDEN, CO 80401</u>

3.

Patricia McHenry 653 Race St  
 Print Name Denver, CO 80206  
 Signature

4.

Print Name

Signature

5.

Print Name

Signature

STATE OF COLORADO )  
 )  
COUNTY OF Jefferson ) ss.  
 )

**AFFIDAVIT**

I, TIM FREDREGILL, being first duly sworn on oath, depose and state that:

1. That I was a resident of the State of Colorado, a citizen of the United States, and at least eighteen (18) years of age at the time I circulated the Petition for Organization (the “**Petition**”) of the proposed Broomfield Town Square Business Improvement District (the “**BID**”);

2. Each signature on the Petition was affixed in my presence, and that each signature thereon is the true, genuine, and correct signature of the person it purports to be;

3. To the best of my knowledge and belief, each of the persons signing the Petition was, at the time of signing, an owner, or an authorized signatory on behalf of an entity that owns, taxable real or personal property within the boundaries of the BID;

4. I have not paid and will not in the future pay, and to the best of my knowledge and belief, no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signatory of the Petition for the purpose of inducing or causing the signatory to sign the Petition.

5. I am one of the Petitioners named in the foregoing Petition; that I have read said Petition and know the contents thereof; and that the same is true to the best of my knowledge, information, and belief.

[Signature]  
Affiant

2625 CALIFORNIA ST  
DENVER, CO 80205  
Address

SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of February, 2025.

WITNESS my hand and official seal.

My commission expires: April 18, 2026

[Signature]  
Notary Public

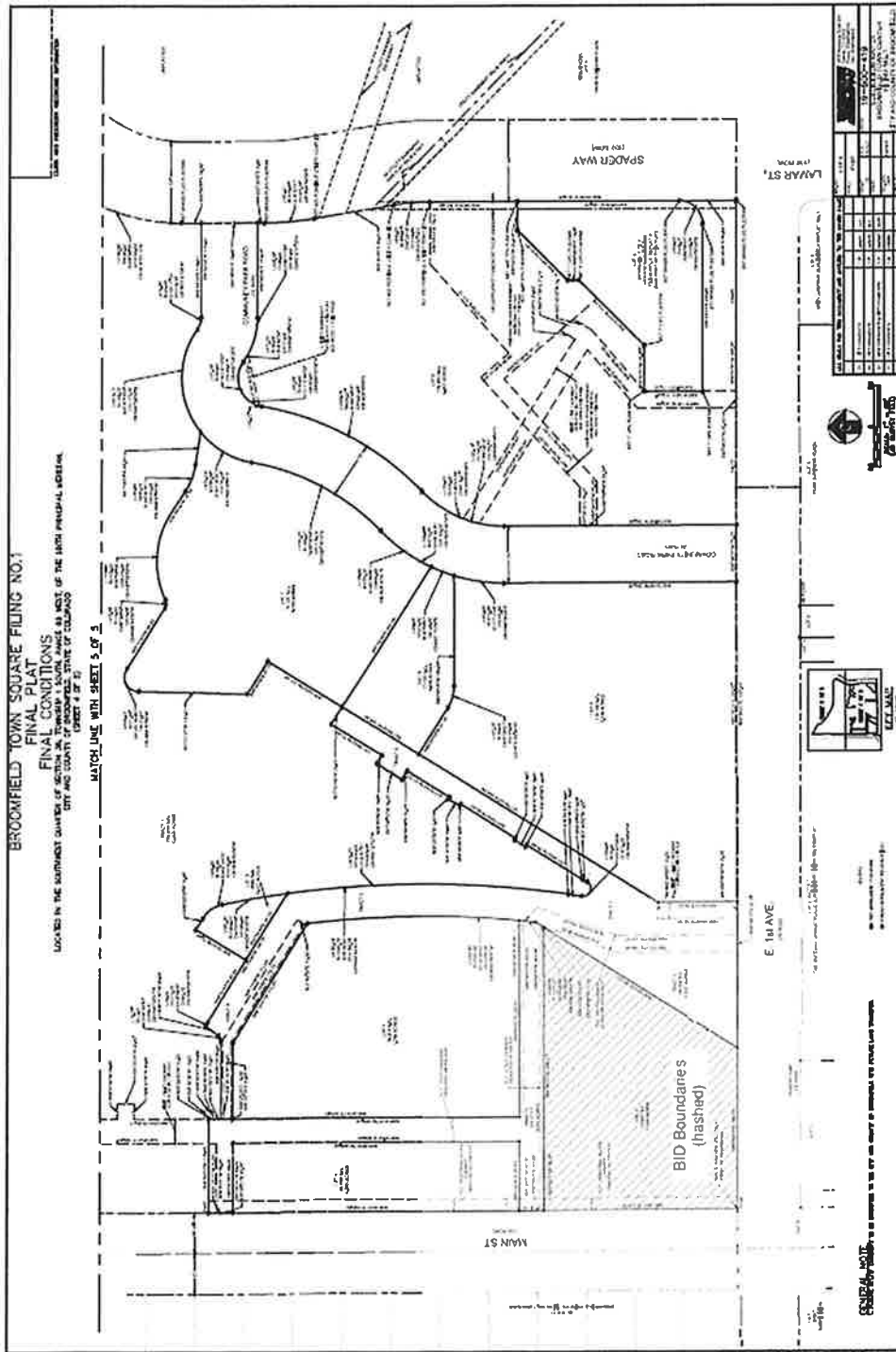


**EXHIBIT A**

LOT 2, BROOMFIELD TOWN SQUARE, FILING NO. 1, ACCORDING TO THE PLAT  
THEREOF RECORDED NOVEMBER 16, 2022 UNDER RECEPTION NO. 20220131184,  
CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

# EXHIBIT B

## Map of the Boundaries and Service Area of the BID



**EXHIBIT C**

Bond for Organization of the BID

**CITY AND COUNTY OF BROOMFIELD, COLORADO**

**BOND**

**IN RE THE ORGANIZATION OF THE BROOMFIELD TOWN SQUARE BUSINESS  
IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, THAT:

Pursuant to Section 31-25-1205, C.R.S., the undersigned, on behalf of Petitioners, agrees to pay all expenses connected with these proceedings in the event the organization of Broomfield Town Square Business Improvement District is not effected.

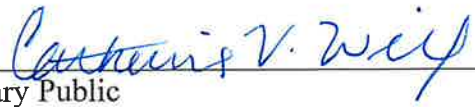
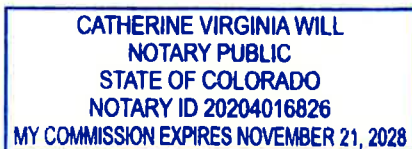
DATED: February 19, 2025.



Subscribed and sworn to before me by <sup>Suzanne</sup>Meintzer on this 19<sup>th</sup> day of February, 2025.

Witness my hand and official seal.

My commission expires: Nov. 21, 2028

  
Notary Public



**B. Proposed Resolutions for Urban Renewal Area Plan and Related Tax Sharing Agreements for Broomfield Town Square**

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Action Items Item: 7B.
Presented By	
Jeff Romine, Economist - CMO	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

[View Presentation](#)

The action, approving the Resolutions 2025-69 and 2025-70, will approve a new Broomfield Town Square Urban Renewal Area Plan (Town Square URA) and amend the existing Broomfield Plaza-Civic Center Urban Renewal Area Plan (Broomfield Plaza URA) to accommodate the Broomfield Town Square development project.

The BURA action, Agenda Item 7C, would approve tax increment revenue agreements between BURA and Broomfield Town Square Metropolitan District, North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Boulder Valley School District. Additionally, it would authorize the Mayor to sign at a future date a Letter Agreement to be issued by Mile High Flood District following City Council's approval of the Town Square URA concerning the use of District's mills for the project.

The formation of the Town Square URA will complete the public financing components outlined in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement) for the Broomfield Town Square project.



**Attachments**

[Memo - Urban Renewal Area Plan and Related Tax Sharing Agreements for Broomfield Town Square 3-25-2025.pdf](#)

[Resolution No. 2025-69 Broomfield Town Square URA.pdf](#)

[Resolution No. 2025-70 Substantial Modification Broomfield Plaza Civic Center URA.pdf](#)

[BTS – Urban Renewal Plan FINAL 3-25-2025.pdf](#)

[Broomfield Plaza Civic Center URA - Amended Plan Area FINAL.pdf](#)

[Property Conditions Assessment \(Blight Study\) June 2029.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolutions 2025-69 and 2025-70, if approved by the City Council will approve a new Broomfield Town Square Urban Renewal Area Plan (Town Square URA) and amend the existing Broomfield Plaza-Civic Center Urban Renewal Area Plan (Broomfield Plaza URA) to accommodate the Broomfield Town Square development project.

Proposed Resolution 2025-71-UR, if approved by the Broomfield Urban Renewal Authority (BURA), will approve tax increment revenue agreements between BURA and Broomfield Town Square Metropolitan District, North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Boulder Valley School District. Additionally, it would authorize the Mayor to sign at a future date a Letter Agreement to be issued by Mile High Flood District following City Council’s approval of the Town Square URA concerning the use of District’s mills for the project.

The formation of the Town Square URA will complete the public financing components outlined in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement) for the Broomfield Town Square project. Other components of public or district financing to support the development include the establishment of the Metropolitan District (formed in 2020) and the formation of the Broomfield Town Square Business Improvement District (which will be considered by the City Council by separate action on 2nd Reading on March 25, 2025).

Note: The Redevelopment Agreement, approved on November 12, 2019, established the financial commitments of the City and County of Broomfield, such as committed shares of annual tax revenue resulting from the development, net and gross maximum reimbursement limits, other contributions, and commitments to support the proposed Broomfield Town Square development project.

## Urban Renewal Plan Areas

### Background and Requirement for Formation:

Broomfield currently has twelve designated urban renewal areas, which can be seen in the [Urban Renewal Area Map](#) from the 2016 Broomfield Comprehensive Plan. The Colorado Urban Renewal Law, C.R.S. § 31-25-101 et seq. (“Urban Renewal Law”) permits cities, including cities and counties, to create urban renewal authorities and adopt urban renewal plans for the purpose of preventing and eliminating blight. The Broomfield Urban Renewal Authority was established in 1986.

Urban renewal is an important tool for Broomfield to assist in the redevelopment of “blighted” property, as defined by urban renewal law, and to help foster growth and development in an efficient and orderly manner. An urban renewal designation provides the opportunity for a portion of the taxes generated in the area to be retained for use in the area to support the construction of certain eligible public improvements such as roads, sanitary sewer, water, drainage, and open lands and other public places. The financing tool is referred to as tax increment financing (TIF). TIF is not a new tax. Rather, it allows for growth in incremental revenue generated in the designated area to fund development projects in the urban renewal area, through a variety of mechanisms, including bond financing, project loans, or development reimbursements for improvements that might typically be constructed by the city and county. Designation of an urban renewal

area allows for the city pledged TIF revenues to fund eligible improvements within the plan area for up to 25 years.

State statute defines an urban renewal plan generally as a plan that conforms to a general or master plan for the physical development of the municipality as a whole. The plan must indicate such elements as land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area. The plan must also show zoning, land uses, maximum densities, building requirements, and the plan's relationship to local objectives, respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements. C.R.S. § 31-25-103(10).

An authority is not authorized by law to undertake an urban renewal project for an urban renewal area unless the area has been determined to be blighted and is appropriate for an urban renewal project. The plan must go to the Land Use Revision Commission for review and recommendation as to its conformity with the Comprehensive Plan. Council then determines, by resolution, if the urban renewal plan should be approved.

### **Summary of Proposed Plan Areas - Approval of the Town Square URA and Amendment to the Broomfield Plaza URA**

The proposal is to consider the [Town Square Urban Renewal Area](#), which is a new urban renewal plan, consisting of approximately 53 acres comprising the site of the former Safeway store (located southeast of Main Street and E. 1st Avenue) and the site of the future Broomfield Town Square plaza and lake (located northeast of Main Street and E. 1st Avenue). A map of the plan area is linked above. The area includes primarily undeveloped city owned land north of E. 1st Avenue, the Library/Auditorium building, and the North Metro Fire Rescue District Administration Building. The new URA boundary also includes a portion of the commercial property south of E. 1st Avenue including the former Safeway store (now vacant) and adjacent properties.

Additionally, an amendment to the [Broomfield Plaza URA plan area](#) is required as the boundary of the existing Broomfield Plaza URA plan area overlaps with the portions of newly proposed Town Square URA north of E. 1st Avenue. The overlapping area was originally included in the Broomfield Plaza URA plan area in 2013 in anticipation of the development of a civic center/town center on the vacant city owned land. Subsequent to the plan's approval, the city acquired the Safeway property for inclusion within the future civic center/town center which was not located within an urban renewal plan area. It is proposed that the overlapping area north of E. 1st Avenue be removed from the Broomfield Plaza URA and incorporated into the Town Square URA.

### **Blight Study**

The City and County of Broomfield retained Matrix Design Group, Inc. (Matrix) in 2019 to conduct a property conditions assessment ([Blight Study](#)) of the Broomfield Town Square development property to verify whether blight factors were present in the study area. The 2019 Blight Study completed by Matrix identified the presence of eight (8) blight factors within the study area. Such factors include:

- a. Slum, deteriorated, or deteriorating structures
- b. Predominance of defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- e. Deterioration of site or other improvements
- f. Unusual topography or inadequate public improvements or utilities
- g. Environmental contamination of buildings or property

- h. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization of vacancy of sites, buildings, or other improvements.

On March 31, 2021, Matrix [updated the 2019 Blight Study](#) at the City’s request and confirmed the eight (8) blight factors remained unchanged within the study area. Additionally, city staff has recently evaluated the study area and has confirmed that all eight (8) of the blight factors remain as of March 15, 2025. A letter supporting this determination is linked [here](#).

### **Conformance with Comprehensive Plan**

The proposed Town Square URA plan’s goal is to implement the Comprehensive Plan by the elimination of development barriers to the Plan Area and to extend infrastructure and services to facilitate redevelopment of the area by private enterprise. Implementation of the Town Square URA plan will help eliminate and prevent conditions of blight in the Plan Area.

The Planning and Zoning Commission reviewed the Town Square URA plan at a public hearing on [March 22, 2021](#) finding and declaring the Town Square URA plan to be consistent with the Comprehensive Plan and recommending approval by the City Council.

### **Proposed Resolution Nos. 2025-69 and 2025-70**

Proposed Resolution No. 2025-69, if approved, will approve the Town Square URA plan and find (i) that blight exists within the plan area; and (ii) that the plan is in conformity with the Comprehensive Plan.

Proposed Resolution No. 2025-70, if approved, will approve a substantial modification of the Broomfield Plaza URA by amending the boundaries of the plan area and find that the modified plan is in conformity with the Comprehensive Plan.

## **Tax Increment Revenue Agreements**

Pursuant to urban renewal laws, staff has negotiated tax increment revenue sharing agreements with the Boulder Valley School District and other special tax districts that impose a mill levy within the Town Square URA and Broomfield Plaza URA plan areas. The other impacted special districts include North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Mile High Flood District. Boulder Valley Schools have agreed to the inclusion of 27 mills of TIF from its mill levy to support the project. Mile High Flood District has agreed to the inclusion of its mill levy into the TIF and will issue a Letter Agreement reflecting this subsequent to the City Council’s approval of the Town Square URA. The North Metro Fire, and Northern Water will all receive 100% of the TIF from their respective mill levies. No tax increment revenue sharing agreement is required for either the Broomfield Town Square Metropolitan District or the Business Improvement District as the mill levies from each district were previously pledged back to the Districts to support the project in the 2019 Redevelopment Agreement.

### **Proposed Resolution No. 2025-71-UR**

Proposed Resolution 2025-71-UR, if approved by BURA, will approve tax increment revenue agreements between BURA and North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Boulder Valley School District. Additionally, it would authorize the Mayor to sign a Letter Agreement to be issued by Mile High Flood District following City Council’s approval of the Town Square URA concerning the use of District’s mills for the project.

## Financial Considerations

Neither the formation of the proposed Broomfield Town Square Urban Renewal Area, nor the amendment of the existing Broomfield Plaza URA will result in an additional financial obligation of the City/County beyond the existing financial obligations agreed and committed to in the Redevelopment and Reimbursement Agreement (approved on November 12, 2019). The commitments from the other affected entities are included in the attachments.

The City and County financial commitments, as identified in the 2019 agreements, are calculated in the following manner.

First, tax and fee revenues generated by the Broomfield Town Square development in the designated area, through a share of the sales and use tax revenue (fifty percent of the General Fund portion (3.5%), a share of any lodgers tax (fifty) percent), the generated property (ad valorem) tax, and a share of the Service Expansion fee (fifty percent of the fee, which is the whole of the city-retained portion) resulting from the increased property value and activities on generated . The agreement states the maximum “Net Reimbursement Amount” is equal to \$20.0M.

Second, it is anticipated that the Developer or the associated Districts will issue debt to finance the development infrastructure costs, and incur additional issuance, interest, reserves, and other costs, over time related to the debt. The agreement identifies that the “Maximum Gross Reimbursement Amount” may not exceed 2.7 times the Net Maximum Amount, or \$54.0M. This is the total direct financial obligation of the City and County.

Third, the agreement calls for the City-owned property (land for the BTQ development and the former grocery store building) will be conveyed through the bargain and sale deed to the Developer.

## Prior Council or Other Entity Actions

[February 25, 2025](#) - City Council approved the formation of the Broomfield Town Square Business Improvement District on first reading.

[September 12, 2023](#) - Approved the Broomfield Town Square Filing No. 1 Site Development Plan and Urban Renewal Site Plan, Improvement Agreement, and Ownership and Maintenance Agreement.

[September 13, 2022](#) - Approved the Broomfield Town Square PUD Plan, Final Plat, and the Ninth Amendment to the 2016 Comprehensive Plan for a Land Use Map Amendment related the BTS property.

[November 12, 2020](#) - City Council and BURA approved a Supplemental Cost Sharing Agreement with Broomfield Town Square Alliance, LLC.

[August 25, 2020](#) - Approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2.

[November 12, 2019](#) - City Council and BURA approved a Redevelopment and Reimbursement Agreement with Broomfield Town Square Alliance, LLC.

[May 21, 2019](#) - City Council and BURA approved a Predevelopment Agreement with Broomfield Town Square Alliance, LLC.

## Boards and Commissions Prior Actions and Recommendations

[March 22, 2021](#) - Land Use Review Commission found and declared the Broomfield Town Square URA Plan to be consistent with the Comprehensive Plan and recommended approval of the plan.

## Proposed Actions / Recommendations

If Council desires to approve the Broomfield Town Square URA, the appropriate motion is...

**That Resolution No. 2025-69 be adopted.**

If Council desires to amend the boundary of the existing Broomfield Plaza-Civic Center URA, the appropriate motion is...

**That Resolution No. 2025-70 be adopted.**

If BURA desires to approve certain tax increment revenue sharing agreements related to the Town Square URA and amended Broomfield Plaza-Civic Center URA and authorize the Mayor, as BURA chair, to approve at a future date the Letter Agreement with Mile High Flood District, the appropriate motion is...

**That Resolution No. 2025-71-UR be adopted.**

## Alternatives

Council - Do not approve the Broomfield Town Square URA or amend Broomfield Plaza-Civic Center URA at this time.

BURA - do not approve the tax increment revenue sharing agreements.

This would delay the developer's ability to proceed with its bond issuance on the currently proposed schedule and delay the start of construction for the project.

## **Broomfield Town Square Development Background**

### **Approved Development Plans**

On [September 12, 2023](#), the City Council approved a site development plan, improvement agreement and other related agreements for the Broomfield Town Square development which comprises approximately 39 acres and is generally located northeast of Main Street and West 120th Avenue. Broomfield currently owns the properties and Broomfield's master planning documents have long envisioned a town square in this location.

The approved site development plan allows up to 491 residential units including 12 townhomes and 479 rental apartments and anticipates up to 63,590 square feet of commercial development including a redevelopment of the former grocery store in the initial phase. Significant public improvements, including a 4 acre lake, plaza and walk areas, and publicly accessible parking garage are also included in Phase 1. Future phases could include up to 152 additional residential units for a total of 643 residential units and up to 187,000 square feet of total commercial uses across the property.

### **Redevelopment and Reimbursement Agreement**

On [November 12, 2019](#), City Council approved a Redevelopment and Reimbursement Agreement concerning the Broomfield Town Square development. This Redevelopment Agreement addresses the sharing of revenues generated from within the property by Broomfield and the Broomfield Urban Renewal Authority (BURA) with the developer to assist with financing the public improvements included within the development.

Specifically, the Redevelopment Agreement commits Broomfield to sharing with the Developer the maximum net reimbursement amount of \$20M in tax increment revenue generated by the City and County from the project. If the developer issues bonds for development project financing, the reimbursement amount will include eligible financing costs for a gross maximum reimbursement total of up to \$54.0M. If the development financing does not include bond financing maximum gross reimbursement shall not exceed \$48M. In addition to the revenue sharing provisions, the Redevelopment calls for the transfer of the land owned by Broomfield, including the former grocery store and parking areas, to the developer for the purposes of redevelopment and development. This commitment extends until December 31, 2044. In addition to the sharing of tax increment revenue and property transfer, the City agreed in the Redevelopment Agreement to cooperate with the developer to form and/or adopt an Urban Renewal Plan, Business Improvement District, and Metropolitan District for the project. Such action will aid the developer in financing the public improvements required for the project.

### **Metropolitan District**

On [August 25, 2020](#), City Council approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2. The Service Plans include interest rate caps and a provision that an analysis of interest rates will be performed prior to the issuance of debt to assess reasonableness of the proposed interest rates. A maximum of \$104M of debt is authorized by the Service Plans. Any issuance of debt by the Metropolitan Districts will require the approval of the City and County Manager and City and County Attorney.

### **Business Improvement District**

The Broomfield Town Square Business Improvement District (BID) has been proposed to help finance the construction of public improvements within the development and to provide related operational and maintenance services. The BID, if approved, will construct, install or cause to be constructed or installed, certain public improvements including, without limitation, water services, safety protection devices and services, sanitation services, marketing, streetscape improvements, street improvements, gutters, culverts,

drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping, storm and wastewater management facilities, and associated land acquisition and remediation.

A BID operates pursuant to an Operating Plan approved by the City Council and is governed by a board of directors of no less than five (5) individuals appointed by the City Council and who serve at the pleasure of the Council. Board members must be eligible electors who live within the district's boundaries or own taxable real or personal property within the district. Each year the BID must submit to the City its Operating Plan and proposed budget no later than September 30th.

The BID is anticipated to hold an election on May 6, 2025 for the purposes of authorizing debt, taxes, revenue limits, spending limits, and special assessments. The initial maximum debt authorization for the BID shall be \$104M. This debt limit is an aggregate limit with the Metropolitan Districts so that, collectively, the BID and the Metropolitan Districts may not issue bonds in excess of \$104M. Similarly, the BID's taxing ability shall be constrained to debt service mill levy limitations of 50 mills in the aggregate when combined with the debt service mill levies of the Metropolitan Districts. An additional 15 mills is permitted for operations and administrative expenses. The maximum voted interest rate permitted for any debt issued by the BID shall be eight percent (8%) which may be increased to ten percent 10% with administrative approval of the City and County Manager and the City and County Attorney. The maximum underwriting discount shall be three percent (3%).

The BID may consider issuing debt beginning in 2026 if the issuance of debt is approved by the electors of the BID at the May 6, 2025 election.



# RESOLUTION NO. 2025-69

A resolution making certain legislative findings and approving the Broomfield Town Square Urban Renewal Plan

## Recitals.

Whereas, there was presented to the City Council of the City and County of Broomfield (the “City”) for its review and consideration a document entitled “Property Conditions Assessment (Blight Study)” prepared by Matrix Design Group, Inc. (the “Conditions Survey”), which shows that the area (the “Urban Renewal Area”) described in the “Broomfield Town Square Urban Renewal Plan” (the “Plan”), is a “blighted area” as such term is defined in the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the “Act”).

Whereas, the Conditions Survey identified eight (8) blight factors within boundaries of the Urban Renewal Area described in the Plan and the eight (8) blight factors remain on-going as of March 15, 2025.

Whereas, it is desirable and in the public interest that the Broomfield Urban Renewal Authority (the “Authority”) undertake redevelopment activities described in the Plan.

Whereas, approval of the Plan will facilitate the elimination and prevention of blighted areas and promote the redevelopment, conservation, and rehabilitation of the Urban Renewal Area.

Whereas, the Plan is a matter of public record in the custody of the City and County Clerk, and is available for public inspection during business hours of the City.

Whereas, on March 25, 2025, the City Council conducted a public hearing and reviewed the Plan pursuant to the procedural requirements of the Act.

Whereas, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty (30) days prior to the public hearing.

Whereas, written notice of the public hearing was mailed to each property owner, business owner, and resident of the area included in the Urban Renewal Area informing them of the public hearing at least thirty (30) days prior to the public hearing.

Whereas, on March 22, 2021, the Broomfield Land Use Review Commission found that the Plan is in conformance with the Comprehensive Plan 2016 Update adopted by the City Council on November 1, 2016, by Resolution No. 2016-194 (the “Comprehensive Plan”), which is the general plan for the development of the City as a whole.

Whereas, notice has been provided and agreements are in place with each affected public entity that levies property taxes in the proposed Urban Renewal Area related to the

impacts and benefits of the proposed Plan on the services and revenues of such public entities, including sharing of incremental property tax revenues to offset such impacts where required, and the City and Authority are otherwise in compliance with the requirements of the Act, which agreements will be made part of the legislative record and are filed with the City and County Clerk.

Whereas, the City Council has considered at the public hearing the evidence presented related to the Plan together with the Conditions Survey, the Comprehensive Plan and staff recommendations, and has given appropriate weight to the evidence in making its findings.

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

### **Section 1.**

The City Council finds based on the Conditions Survey and other evidence presented that there are eight (8) factors of blight that exist within the Urban Renewal Area described in the Plan and that the presence of the eight (8) factors constitute a “blighted area” as defined in the Act.

### **Section 2.**

It is determined that the Urban Renewal Area, in its present condition and use, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to public health, safety, morals, or welfare.

### **Section 3.**

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

### **Section 4.**

The City Council finds that the Plan is in conformity with the Comprehensive Plan, which is the general plan of the City as a whole.

### **Section 5.**

The principal purpose of the Plan is to arrest or eliminate the conditions of blight that exist in the Area, and the Plan will, as an incidence of its adoption, provide economic benefits to the region as a whole.

## **Section 6.**

It is not intended or expected that the Plan will cause the relocation of individuals or families, but, if any such relocation becomes necessary, a feasible method exists for the relocation of individuals and families in decent, safe, sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

## **Section 7.**

It is not intended or expected that the Plan will cause the relocation of any business concerns, but if any relocation becomes necessary, the Authority shall provide for a feasible method for the relocation of business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

## **Section 8.**

Boulder Valley School District has been permitted to participate in an advisory capacity with respect to the inclusion of the provisions of Section 31-29-107(9) of the Act in the Plan.

## **Section 9.**

The City Council has made reasonable efforts to provide both published notice and written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents and owners of business concerns in the area included in the Urban Renewal Area described in the Plan at their last known address at least thirty (30) days prior to the public hearing on the Plan.

## **Section 10.**

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the current public hearing on the plan.

## **Section 11.**

Section 31-25-107(4)(e) of the Act does not apply because the City Council has not previously failed to approve the Plan.

## **Section 12.**

No land acquisition is contemplated by the Authority pursuant to the Plan. However, if for any reason, the Authority acquires property in the Urban Renewal Area, the City and the Authority shall first comply with the applicable provisions of the Act, including Sections 31-25-107(5) and (6) of the Act.

**Section 13.**

The entire Urban Renewal Area is within the corporate limits of the City. Construction of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City, the Authority, special districts, or private enterprise. It is intended that such parties, directly or through agreements, will finance most or all of the infrastructure and services required to serve the development within the Urban Renewal Area described in the Plan.

**Section 14.**

The Broomfield Town Square Urban Renewal Plan is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan, including, without limitation, completing all agreements with taxing entities as required by applicable law. After receipt of all such executed agreements, the Authority shall take steps necessary to file the Plan and related documents with the City and County Assessor.

**Section 15.**

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

Approved on March 25, 2025.

The City and County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

*NCR*

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

# RESOLUTION NO. 2025-70

A resolution making certain legislative findings and approving a substantial modification of the Broomfield Plaza-Civic Center Urban Renewal Plan by reducing the boundaries of the urban renewal area

## Recitals.

Whereas, pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the “Act”), the City Council of the City and County of Broomfield (the “City”) approved the Broomfield Plaza-Civic Center Urban Renewal Plan on August 13, 2013, by Ordinance No. 1978 (the “Plan”).

Whereas, pursuant to the Act, the City Council approved the Broomfield Town Square Urban Renewal Plan (the “Town Square URA”) on March 25, 2025, by Resolution No. 2025-69.

Whereas, the Plan overlaps with certain portions of the newly created Broomfield Town Square URA, including all property within the Plan lying both west of the east boundary line of Lamar Street and north of the south boundary line of E. 1st Avenue.

Whereas, it is necessary and in the public interest to amend the boundaries and land area of the Plan (when modified the “Modified Plan”) by removal of the overlapping property described above.

Whereas, Section 31-25-107(7) of the Act states that a modification that substantially changes the land area of the Plan is a substantial modification of the Plan that requires compliance with certain provisions of the Act, including House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the “Amended 1348 Requirements”).

Whereas, Section 31-25-107(9.7) of the Act states that notwithstanding any other provisions of law, nothing in the Amended 1348 Requirements is intended to impair, jeopardize, or put at risk any existing bonds, investments, loans, contracts, or financial obligations of the Broomfield Urban Renewal Authority (the “Authority”), which Authority is carrying out the Plan and upon approval by the City Council will be charged with carrying out the Modified Plan.

Whereas, pursuant to Section 31-25-107(9)(a)(II) of the Act, the Authority has established a Special Fund into which all property tax increment revenues (the “TIF Revenues”) allocated to the Authority are and will continue to be deposited to finance activities and undertakings under the Modified Plan, including, without limitation, the design and construction of public improvements and related activities necessary to carry out the Modified Plan.

Whereas, the Authority has entered into contracts and financial obligations (collectively, the “Financial Obligations”) pursuant to the Plan that pledges all TIF Revenues deposited in the Special Fund for the 25-year duration of the time authorized in the Act, which Financial Obligations will be impaired if such existing pledges of TIF Revenues are jeopardized by approval of this modification.

Whereas, notwithstanding that the modification of the Plan approved by this resolution is a substantial modification of the Plan, the City Council does not intend the modification of the Plan shall impair, jeopardize, or otherwise put at risk any Financial Obligations of the Authority.

Whereas, the provisions of the Plan, as modified, shall remain in full force and effect, including existing pledges of all TIF Revenues.

Whereas, the Modified Plan is a matter of public record in the custody of the City and County Clerk, and is available for public inspection during business hours of the City.

Whereas, notice of the public hearing on the Modified Plan was published as required by Section 31-25-107(3) of the Act, at least thirty (30) days prior to the public hearing.

Whereas, written notice of the public hearing was mailed to each property owner, business, and resident of the area included in the area of the Plan informing them of the public hearing at least thirty (30) days prior to the public hearing.

Whereas, written notice of the public hearing, the Modified Plan and a detailed written description of the proposed modification described in this resolution, was mailed to each taxing entity that levies property taxes in the area of Plan, informing them of the public hearing at least thirty (30) days prior to the public hearing.

Whereas, on July 8, 2013, the Broomfield Planning and Zoning Commission found that the Plan is in conformance with the 2005 Comprehensive Plan adopted by the City Council on October 25, 2005, which was the general plan for the development of the City as a whole at that time.

Whereas, no action by the Land Use Review Commission is required for the Modified Plan as the Modified Plan only amends the boundary and does not otherwise change the the original 2013 Plan.

Whereas, on November 1, 2016, the City Council adopted the Comprehensive Plan 2016 Update, which is the current general plan for the development of the City as a whole.

Whereas, on March 25, 2025, the City Council conducted a public hearing and reviewed the Modified Plan pursuant to the procedural and notice requirements of the Act.

Whereas, the City Council has considered at the public hearing the evidence related to the Modified Plan together with staff recommendations, and has given appropriate weight to the evidence in making its findings.

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

### **Section 1.**

The Plan is hereby modified to exclude the overlapping area now included within the Broomfield Town Square Urban Renewal Plan from the urban renewal area included in and subject to the provisions of the Plan, and the revised boundaries of the Modified Plan shall be the area described depicted and described in the Modified Plan.

### **Section 2.**

The revised boundaries of the Modified Plan have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Modified Plan and to protect the outstanding Financial Obligations of the Authority.

### **Section 3.**

The City Council finds that the Modified Plan is in conformity with the Comprehensive Plan, which is the general plan of the City as a whole.

### **Section 4.**

The City Council has made reasonable efforts to provide both published notice and written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents and owners of business concerns in the area included in the Plan at their last known addresses at least thirty (30) days prior to the public hearing on the Plan.

### **Section 5.**

The Modified Plan shall not impair, jeopardize, or otherwise put at risk any Financial Obligations of the Authority

### **Section 6.**

The Modified Plan for the Broomfield Plaza Civic Center Urban Renewal Area is hereby approved. The revised boundaries in the Modified Plan shall replace the boundaries of the original plan area within the Plan. All other provisions of the Plan shall remain unchanged.

### **Section 7.**

The Modified Plan approved by this Resolution is a matter of public record in the custody of the City and County Clerk, and is available for public inspection during business hours of the City;

**Section 8.**

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

Approved on March 25, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



# BROOMFIELD TOWN SQUARE URBAN RENEWAL PLAN

City and County of Broomfield

March 25, 2025

# Urban Renewal Plan: Broomfield Town Square Urban Renewal Project

## 1.0 PREFACE

### 1.1 Background

This urban renewal plan (the “Plan”) is part of an ongoing comprehensive program to redevelop the west 120<sup>th</sup> Avenue corridor area in the City and County of Broomfield (the “City”) in accordance with the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). The program began with adoption by the City Council of the City of the Urban Renewal Plan for the 120th Avenue Gateway Corridor Urban Renewal Project (the “1995 Plan”) on November 28, 1995 by Resolution No. 153-95. Implementation of the 1995 Plan was delayed by litigation during which the City Council adopted the West 120<sup>th</sup> Avenue Urban Renewal Plan on September 8, 1998 by Ordinance No. 1362 (the “1998 Plan”). After successful resolution of the litigation, the City Council adopted Ordinance No. 1784 on November 9, 2004 to consolidate the 1995 Plan and the 1998 Plan into the Urban Renewal Plan for the 120<sup>th</sup> Avenue Gateway Corridor Urban Renewal Project (the “2004 Plan”).

Delays in such redevelopment efforts led to amendment of the 2004 Plan on August 13, 2013, by Ordinance 1978, to include the westerly portion of the 2004 Plan area into the Broomfield Plaza-Civic Center Urban Renewal Plan (the “2013 Plan”) and again to further reduce and concentrate efforts to eliminate existing conditions of blight into a more compact redevelopment area (the “Area”) included in this Plan.

### 1.2 Purpose

The purpose of this Plan is to remedy and prevent conditions of blight and implement the provisions of the Comprehensive Plan 2016 Update (the “Comprehensive Plan”), the 2004 West 120<sup>th</sup> Avenue Corridor Sub-Area Plan (the “Sub-Area Plan”), and the 2008 Broomfield Civic Center Master Plan (the “Master Plan”) that apply in the Area. The provisions of the Plan are intended to help provide important services to the Area, attract private investment, provide for the orderly development of the Area, and leverage public investment and funding mechanisms to provide necessary public infrastructure to serve the Area.

The administration of the urban renewal project described in this Plan (the “Project”) and the implementation of the Plan shall be the responsibility of the Broomfield Urban Renewal Authority (the “Authority”). The provisions of this Plan will enable the Authority to afford maximum opportunity for redevelopment of the Area by private enterprise as required by Section 107(4)(e) of the Act.

## 2.0 URBAN RENEWAL AREA BOUNDARIES

The Area in this Plan contains approximately 52.351 acres and is described and depicted in Exhibit A. The boundaries of the Area are drawn as narrowly as feasible to accomplish the planning and development objectives of the Plan.

### 3.0 SUMMARY OF ELIGIBILITY CRITERIA

#### 3.1 2019-2020 Conditions Survey

In June of 2019, the Authority contracted with Matrix Design Group, consultants experienced in conducting conditions surveys (the “Consultants”), to prepare a survey covering approximately 70 acres, including the Area included in this Plan. The purpose of the survey was to establish whether conditions of blight, as defined in the Act, existed in the survey area. The Consultants submitted a report entitled “Property Conditions Assessment (Blight Study)” completed in June 2019 and updated as of March 31, 2021 (the “Conditions Survey”). Additionally, City staff confirmed the on-going presence of blight as of March 15, 2025. The Conditions Survey confirms that the Area contains conditions summarized in Section 3.2, below, that meet the definition of “Blighted Area” as defined in Section 103 of the Act. The Conditions Survey is incorporated herein by reference.

#### 3.2 Summary of Conditions of Blight [*Subject to confirmation*]

The following is a summary of the eight conditions of blight that exist in the Area, as more particularly set forth in the Conditions Survey:

##### 3.2.1 *Slum, Deteriorated, or Deteriorating Structures*

Buildings and structures south of 1<sup>st</sup> Avenue show signs of deterioration and disrepair including deteriorating concrete, peeling paint, damaged siding, rust, and general neglect.

##### 3.2.2 *Predominance of Defective or Inadequate Street Layout*

The layout and shape of the parcels within the Area, and the lack of public-access corridors, defective or inadequate vehicular traffic circulation throughout the Study Area is an issue.

##### 3.2.3 *Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness*

Three large parcels of land included in the northern portion of the Area are odd-sized and shaped, requiring reconfiguration to provide adequate-sized properties for redevelopment. In addition, the identified parcel boundaries block access to developed parcels, divide man-made features, and include public rights of way within their boundaries.

##### 3.2.4 *Unsanitary or Unsafe Conditions*

The northern portion of the Area along the City Park Channel are within the 100- and 500-year floodplains, and several other conditions were documented in the Area.

##### 3.2.5 *Deterioration of Site or Other Improvements*

A majority of the parcels within the Area have conditions of deterioration that qualify as blight including deteriorating pavement, dead trees, unkempt landscaping, noxious weeds, and a general lack of maintenance.

##### 3.2.6 *Unusual Topography or Inadequate Public Improvements or Utilities*

Incomplete public improvements necessary for development can include a lack of pavement, curbs/gutter, lighting, sidewalks, utilities, and parking. Many of the parcels in the northern portion of the Area lack adequate public improvements including the infrastructure necessary for development of the large, irregular-shaped parcels.

### 3.2.7 *Environmental Contamination of Buildings or Property*

Environmental conditions include the presence or likely presence of contamination in the soils, water sources, or other locations within the Area. Matrix reviewed governmental records provided by Environmental Risk Information Systems (ERIS) to identify any potential sites with Recognized Environmental Conditions (REC)s or other areas of environmental concern. Matrix identified sites with a higher-than-average potential to be a source of contamination to soil and/or groundwater in the area.

### 3.2.8 *The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements*

Underutilization of parcels north of 1<sup>st</sup> Avenue is present within the Area. In addition, the major anchor tenant (formerly Safeway) is currently vacant and underutilized.

3.3 The presence of at least four conditions of blight conforms with the statutory requirement that the Area is a “Blighted Area” as defined in Section 103 of the Act, and upon designation as such by the City Council is appropriate for an urban renewal project as set forth in this Plan.

## 4.0. GENERAL DESCRIPTION OF URBAN RENEWAL PROJECT

The Plan implements the applicable goals and objectives of the following plans adopted and approved by the City Council that apply to and guide redevelopment of the Area included in this Plan: (a) the Comprehensive Plan, (b) the Sub-Area Plan, and (c) the Master Plan.

The Conditions Survey identifies conditions that constitute “blight” as defined in the Act that remain in the Area. The Plan is part of a comprehensive program to eliminate and prevent blight in the Area and in the larger area included in the Sub-Area Plan. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while implementing the Comprehensive Plan, the Sub-Area Plan, and the Master Plan.

## 5.0 URBAN RENEWAL PLAN GOALS AND THE PLAN’S RELATIONSHIP TO LOCAL AND REGIONAL OBJECTIVES

### 5.1 Goals

The Plan has been adopted to achieve the following goals in the Area:

5.1.1 The Plan will implement applicable provisions of the Comprehensive Plan, Sub-Area Plan, and Master Plan (if applicable) to insure the orderly growth and development of the 120th Avenue gateway corridor.

5.1.2 Implementation of the Plan will eliminate and prevent conditions of blight in the Area.

5.1.3 Through the maximum possible participation of private enterprise and the cooperative efforts of the public sector, implementation of the Plan will eliminate and prevent economic deterioration in the Area and the community at large.

5.1.4 The Plan will assist in the mitigation and control of the danger from flooding in the Area as well as adjoining property and redevelopment areas.

5.1.5 The Plan will upgrade access, traffic, pedestrian and bicycle circulation, public utilities, public amenities, recreation and drainage in the Area in concert with similar improvements and amenities in adjoining redevelopment areas and the region as a whole, while ensuring that existing and proposed development is sensitive to the surrounding residential neighborhoods.

5.1.6 The Plan will help attract capital investment and small non-franchised businesses to provide unique services that encourage community connection science, engineering, the arts, and food and beverage offerings.

5.1.7 The Plan will promote infill development and redevelopment that contribute to the desired mix of land uses, including residential uses that provide opportunities for affordable housing.

5.1.8 The Plan will encourage an enlarged Community Park Pond, public plaza and pedestrian areas that include outdoor dining, public art, and entertainment areas.

5.1.9 Implementation of the Plan will provide for the redevelopment of commercial land, including repurposing of the vacant Safeway building into a mix of uses that may include retail spaces, restaurants, community, and public areas.

5.1.10 The Plan will create a civic and town center district that serves as a key focal point for entertainment, business, cultural, community and civic activities.

## 5.2 Relationship to Local and Regional Objectives

The Plan conforms to and is designed to implement the Comprehensive Plan, including the Sub-Area Plan and Master Plan as well as regional objectives.

5.2.1 The Plan will promote and encourage commercial, mixed use and employment-related retail developments in the Area, an objective of the Comprehensive Plan.

5.2.2 The Plan will implement the provisions of the City's master drainage and flood improvement program, which is part of regional efforts to control flooding and promote a comprehensive drainage program to serve the entire region.

5.2.3 Transportation improvements promoted by the Plan are consistent with intergovernmental efforts to fund, plan, design, and improve the 120th Avenue corridor through the City and the northern metropolitan area.

5.2.4 Implementation of the Plan is consistent with regional efforts to create public/private partnerships to provide employment and generate revenues for both sectors.

5.2.5 The improvement of internal street patterns in the Area will improve and ease traffic and circulation problems in the City and the region.

5.2.6 The Plan will provide the means for the orderly redevelopment of the Area by resolving existing land use conflicts.

5.2.7 The Plan will provide a means of mitigating land use conflicts with adjoining residential areas through implementation of planning and design standards for public and private improvements.

5.2.8 The Plan promotes the development and expansion of safe and adequate pedestrian access and public transportation.

5.2.9 The Plan implements and enhances recreational and community facilities by providing additions to the City trails system.

5.2.10 The Plan enhances and upgrades visual corridors designated in the Comprehensive Plan.

## 6.0 LAND USE REGULATIONS AND BUILDING REQUIREMENTS

The Plan will provide a comprehensive and unified plan to promote and encourage high quality redevelopment of the Area by private enterprise. The land use and building requirements contained in City codes and ordinances and the provisions of this Plan will control in the Area. In implementing the Plan and considering all proposals for development and redevelopment, the City and the Authority will also implement and apply policies and standards contained in the Sub-Area Plan, and the Master Plan (if applicable).

The Plan will implement the provisions of Section 31-25-107(8) of the Act, which provides that, upon approval of the Plan by the City Council, the provisions of the Plan shall be controlling with respect to land area, land use, design, building requirements, timing or procedure applicable to the property covered by the Plan.

All proposals for development and redevelopment within the Plan Area are to be approved through the City's development review process. No action shall be required by the Authority, except in instances that are inconsistent with this Plan.

### 6.1 Uses – For Properties Included Within the Sub-Area Plan

6.1.1 Permitted Uses. Except where approved Site Development or PUD plans are in effect, permitted uses for properties included in the Sub-Area Plan shall be those uses permitted under the Sub-Area Plan "Permitted Uses by Land Use Designation" table and the associated Land Use Map.

### 6.2 Uses – For Properties Not Included Within the Sub-Area Plan

6.2.1 Permitted Uses. Permitted uses for properties in the Area and not in the Sub-Area Plan shall be those uses allowed in the underlying zoning district of the Broomfield Municipal Code; provided, however, except where an approved Site Development or PUD plan is in effect and as may be permitted in Section 6.2.3, the following uses in Section 6.2.2 are not permitted in the Area.

6.2.2 Prohibited Uses.

- (1) Dairy processing and distribution;
- (2) Plumbing, electrical and carpenter shops;
- (3) Tractor, trailer, recreational vehicle, heavy machinery or farm equipment storage sales or service;
- (4) Manufacture or bulk storage of oil, gasoline, or petroleum;
- (5) Mini-storage or outdoor storage;
- (6) Animal kennels;
- (7) Chemical manufacturing plants;
- (8) Cement, concrete, lime or gypsum manufacturing;
- (9) Fertilizer manufacturing;
- (10) Aggregate plants;
- (11) Commercial manufacturing or storage of hazardous materials such as gasoline, flammable liquids and gases and industrial waste products;
- (12) Outdoor storage of rubbish, refuse, wastes, junk or salvage yards, automobiles, shipping containers, or vegetable or animal by-products;
- (13) Outdoor storage of equipment and vehicles;
- (14) Landfills, sewage treatment or transfer stations;
- (15) Recreational vehicle storage or outdoor storage.

6.2.3 Uses by Special Review. Unless prohibited by an approved PUD Plan, the following uses may be permitted upon special review and included in an approved site development plan:

- (1) Uses with drive through window service, including restaurants and banks;
- (2) Automotive uses, including gas stations, car washes, service and repair.

## 7.0 PROJECT ACTIVITIES

### 7.1 Land Acquisition

In order to carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available, except the Authority is not authorized to acquire property by exercise of the power of eminent domain. The Authority may acquire property for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements and for any other lawful purpose authorized by the Plan, the Act or other applicable law.

### 7.2 Relocation

If acquisition of property displaces any individual, family or business, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine; provided, however, the Authority shall make relocation payments if and to the extent that such payments may be required by the Act or any other applicable law.

### 7.3 Demolition, Clearance and Site Preparation

If the Authority acquires property, it may demolish and clear, or contract to demolish and clear, those buildings, structures and other improvements from property it acquires if such buildings, structures and other improvements are not to be rehabilitated in accordance with this Plan. In addition, the Authority may contract with and reimburse owners or developers of property for demolition, clearance, or other site preparation activities, including rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

### 7.4 Property Management

During such time as any property is owned by the Authority, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation.

### 7.5 Public Improvements

All public improvements shall comply with the applicable provisions of this Plan, the Sub-Area Plan and the Master Plan (if applicable), with respect to the design and construction of all public improvements and infrastructure, including criteria and standards to address street, streetscape, utility, drainage and flood problems in the Area as well as other elements deemed necessary by the Authority to eliminate and prevent conditions of blight and to carry out the provisions of the Act and the Plan.

### 7.6 Land Disposition, Redevelopment and Rehabilitation

Purchasers or owners of property within the Area will be obligated to develop, redevelop or rehabilitate such property in accordance with the applicable provisions of this Plan, the Sub-Area Plan, and the Master Plan (if applicable).



The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

7.6.1 Compliance with the Plan, Sub-Area Plan, and the Master Plan (if applicable), and City codes and ordinances.

7.6.2 Covenants to begin and complete development, construction or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority;

7.6.3 The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

#### 7.7 Cooperation and Other Agreements

For the purposes of planning and carrying out this Plan, the City and the Authority are required to comply with the requirements of HB 15-1348, which includes entering into one or more agreements with the entities that levy ad valorem property taxes in the Area for the purpose of addressing impacts, if any, on the services or revenues of any taxing entity associated solely with this Plan. The Authority is authorized to cooperate with and provide financial assistance (if approved by the Authority) to any special districts that are engaged in activities and undertakings that promote the redevelopment of the Area in accordance with this Plan.

Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; provision of necessary services to the Area; and any other matters required to carry out this Project. It is recognized that cooperation with the City, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction and timing of public and private improvements within and outside of the Area, and to provide services to properly and efficiently carry out the goals and objectives of this Plan. Cooperation agreements addressing such issues are deemed necessary and incidental to the planning and execution of the Project.

#### 7.8 Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry the Plan may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

### 8.0 PROJECT FINANCING

The Authority is authorized to finance this Project by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City; federal

loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; property and sales tax increments; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements, described or anticipated in the Plan or in any manner related or incidental to the development of the Area. Such methods may be combined to finance all or any part of the Project. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City to finance the Project in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Project. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest and any premiums due on or in connection with such indebtedness may be paid from tax increments or any other funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied by each and every public body after the effective date of the approval of this Plan upon taxable property in the Area for the benefit of each such public body or all or a portion of municipal sales taxes collected within the Area, or both such taxes, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

#### 8.1 Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for each such public body upon the valuation for assessment of taxable property in the Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Area, the effective date of the modification of the Plan, and that portion of municipal sales taxes collected within the boundaries of the Area in the twelve-month period ending on the last day of the month prior to the effective date of the approval of the Plan, or both such portions, shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

#### 8.2 Increment Amount

That portion of said property taxes in excess of such base amount and, subject to City Council approval, all or any portion of said municipal sales taxes in excess of such base amount, or both, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Area exceeds the base valuation for assessment of the taxable property in the Area, all of the taxes levied upon taxable property in the Area shall be paid into the funds of the respective public bodies. Unless and until all or the relevant

part of the municipal sales tax collections in the Area exceed the base year municipal sales tax collections in the Area, all such sales tax collections shall be paid into the funds of the City.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Area shall be paid into the funds of the respective public bodies and all such municipal sales tax collections in the Area shall be paid into the funds of the City.

The increment portion of the taxes, as described in this Section 8.2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

#### 9.0 CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

#### 10.0 MINOR EXCEPTIONS OR VARIATIONS

In specific cases the City Manager may allow minor exceptions or variations from the provisions of the Plan if the City Manager determines that literal compliance or enforcement of the provisions of the Plan would constitute an unreasonable restriction, limitation, or hardship beyond the intent and purpose of the Plan.

**EXHIBIT A**  
(Legal Description)

A PARCEL OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND BEING, AND ALL OF LOT 1 AND LOT 2, BROOMFIELD CITY CENTER SUBDIVISION FILING NO. 3, REPLAT A, AND ALL OF LOT 1 AND LOT 2, BLOCK 1, BROOMFIELD CITY CENTER SUBDIVISION FILING NO 3, REPLAT B, AND ALL OF LOT 1, LOT 2, LOT 3, LOT 4 AND LOT 5, ALL OF BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2, AND THE REMAINDER OF THE METES AND BOUNDS PROPERTY DESCRIBED UNDER RECEPTION NO. 19491-1972, AND A PORTION OF SPADER WAY, A PORTION OF EAST 1<sup>ST</sup> AVENUE AND A PORTION OF MAIN STREET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE S89°34'39"W, 100.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, N00°25'21"W, 1,651.43 FEET; THENCE N89°34'39"E, 100.00 FEET TO THE NORTHWEST CORNER OF THE REMAINDER OF THE PROPERTY DESCRIBED UNDER RECEPTION NO. 19491-1972; THENCE S60°56'52"E, 287.14 FEET TO A POINT ON THE EXTERIOR OF LOT 1, BROOMFIELD CITY CENTER SUBDIVISION FILING NO. 2; THENCE ALONG THE EXTERIOR OF SAID LOT 1, BROOMFIELD CITY CENTER SUBDIVISION FILING NO. 2 FOR THE NEXT SEVEN (7) COURSES;

- 1) S00°25'17"E, 62.98 FEET;
- 2) S48°25'40"E, 192.03 FEET;
- 3) S60°07'42"E, 270.00 FEET;
- 4) S75°17'54"E, 165.00 FEET;
- 5) N89°57'07"E, 525.00 FEET;
- 6) S33°01'31"E, 124.96 FEET;
- 7) N89°56'39"E, 69.94 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AND A LONG CHORD OF S21°48'43"W, 125.00 FEET BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SPADER WAY;

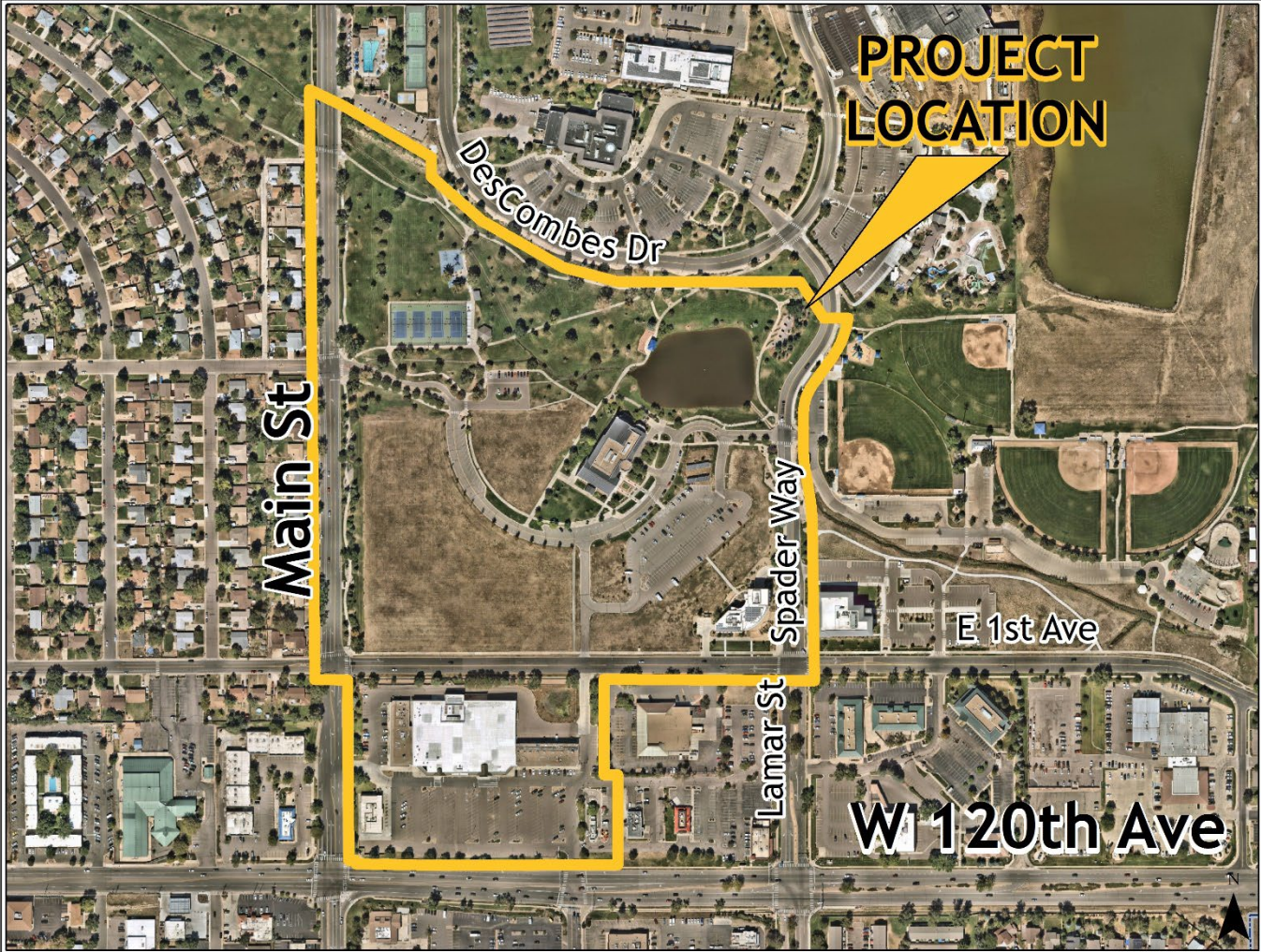
THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SPADER WAY FOR THE NEXT EIGHT (8) COURSES;

- 1) SOUTHERLY, A DISTANCE OF 126.34 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°57'21";
- 2) S36°17'23"W, 90.39 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A LONG CHORD OF S18°05'13"W, 93.71 FEET;
- 3) SOUTHERLY, A DISTANCE OF 95.31 FEET ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36°24'20";
- 4) S00°06'57"E, 103.47 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A LONG CHORD OF S04°50'50"E, 44.54 FEET;
- 5) SOUTHERLY, A DISTANCE OF 44.59 FEET ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°27'47";
- 6) S09°34'44"E, 98.00 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 369.97 FEET AND A LONG CHORD OF S04°50'35"E, 61.09 FEET;
- 7) SOUTHERLY, A DISTANCE OF 61.16 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°28'19";
- 8) S00°06'25"E, 455.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST 1<sup>ST</sup> AVENUE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 1<sup>ST</sup> AVENUE, S89°53'39"W, 598.47 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE S00°04'41"E, 274.99 FEET TO A SOUTHEASTERLY CORNER OF LOT 3, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE N89°53'39"E, 40.00

FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE S00°04'41"E, 259.77 FEET TO THE SOUTHEASTERLY CORNER OF LOT 4, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE S89°53'39"W, 564.38 FEET TO A SOUTHERLY CORNER OF LOT 2, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE N88°59'52"W, 190.99 FEET TO A SOUTHERLY CORNER OF LOT 5, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE N00°25'21"W, 10.00 FEET TO A CORNER OF LOT 5, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE N88°59'52"W, 19.99 FEET TO A CORNER OF LOT 5, BLOCK 1, THE SAFEWAY MARKETPLACE SUBDIVISION FILING NO. 2; THENCE N00°25'21"W, 520.69 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2,280,403 SQUARE FEET OR 52.351 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE LINE BETWEEN BROOMFIELD GPS NO. 1 AND NGS B413, BOTH CITY AND COUNTY OF BROOMFIELD CONTROL MONUMENTS, BEING S28°52'36"W USING STATE PLANE COLORADO COORDINATES - NORTH ZONE (US SURVEY FEET), AS MONUMENTED ON THE SOUTH BY A 5" NGS LOGO CAP NORTHEAST OF THE INTERSECTION OF W. 120TH AVE AND MAIN STREET, AND ON THE NORTH BY A BROOMFIELD GPS CAP IN THE SIDEWALK WEST OF THE INTERSECTION OF DESCOMBES DRIVE AND LAMAR STREET.



Document Path: G:\My Drive\Community Development Department\GIS\Map\_Production\Project\_Maps\Broomfield\Vicinity\_Maps\Planning\Urban\_Rewneat\Broomfield Town Center\Broomfield Town Center URA - PRESENTATION 2.mxd

Date: 3/11/2021, Aerial Date: 2020  
Author: Knuilock

## **BROOMFIELD PLAZA-CIVIC CENTER URBAN RENEWAL AREA**

### **(Amended Plan Area - Legal Description and Depiction)**

**LEGAL DESCRIPTION:** A PARCEL OF LAND LOCATED IN SECTIONS 35 AND 36, TOWNSHIP 1 SOUTH, RANGE 69 WEST, AND SECTION 31, TOWNSHIP 1 SOUTH RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

NOTE: ALL PARCEL NUMBERS CITED IN THIS DESCRIPTION ARE BROOMFIELD COUNTY ASSESSOR PARCEL NUMBERS (JUNE 2021), HEREINAFTER REFERRED TO AS PN. ALL REFERENCES TO THE BOUNDARY LINE OF THE CITY AND COUNTY OF BROOMFIELD ARE AS IT EXISTS IN JUNE 2021 ACCORDING TO THE BROOMFIELD COUNTY ASSESSOR.

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF EAST 1ST AVENUE AND THE EXTENDED EAST RIGHT-OF-WAY LINE OF SPADER WAY;

THENCE NORTHERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF SPADER WAY, TO THE NORTH LINE OF PN 157536300004;

THENCE EASTERLY, ALONG SAID NORTH LINE OF PN 157536300004, TO THE WEST LINE OF PN 157536300001;

THENCE NORTHERLY, ALONG THE WEST LINE OF PN 157536300001, TO THE NORTHWEST CORNER THEREOF;

THENCE NORTHEASTERLY ALONG A LINE THAT LIES SOUTHEAST OF AND PARALLEL WITH THE NORTHWEST LINE OF PN 157536205001, TO THE EAST LINE THEREOF;

THENCE SOUTHERLY, ALONG THE EAST LINES OF PN 157536205001 AND PN 157536300001, TO THE NORTHWEST CORNER OF PN 157536429005;

THENCE EASTERLY, ALONG THE NORTH LINES OF PN 157536429005, PN 157536429004 AND PN 157536400004, TO THE NORTHEAST CORNER OF PN 157536400004;

THENCE EASTERLY, TO THE NORTHWEST CORNER OF PN 157331300010;

THENCE EASTERLY, ALONG THE NORTH LINES OF PN 157331300010 AND PN 157331310007, TO THE NORTHEAST CORNER OF PN 157331310007;

THENCE SOUTHERLY, ALONG THE EAST LINES OF PN 157331310007, PN 157331310008 (2013 ASSESSORS PARCEL), PN 157331310003 157331310008 (2013 ASSESSORS PARCEL), AND PN 157331310004 157331310008 (2013 ASSESSORS PARCEL), TO THE NORTH RIGHT-OF-WAY LINE OF WEST 120TH AVENUE;

THENCE WESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 120TH AVENUE, TO THE EAST RIGHT-OF-WAY LINE OF SHERIDAN BOULEVARD;

THENCE NORTHERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF SHERIDAN BOULEVARD, TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF PN 157536429004;

THENCE WESTERLY, ALONG THE SOUTH LINES OF PN 157536429004 AND PN 157536429005, TO THE NORTHWEST CORNER OF PN 157536410013;

THENCE SOUTHERLY, ALONG THE WEST LINES OF PN 157536410013 AND PN 157536410014, TO THE NORTHWEST CORNER OF PN 157536429001;

THENCE EASTERLY, ALONG THE NORTH LINES OF PN 157536429001 AND PN 157536429002, TO THE SOUTHEAST CORNER OF PN 157536429002;

THENCE SOUTHEASTERLY, TO THE NORTHWEST CORNER OF PN 157536410004;

THENCE SOUTHEASTERLY, ALONG THE SOUTHWEST LINE OF PN 157536410004, TO THE SOUTHWEST CORNER THEREOF;

THENCE WESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 120TH AVENUE, TO THE SOUTHEAST CORNER OF PN 157536410003;

THENCE NORTHWESTERLY, ALONG THE NORTHEAST LINE OF PN 157536410003, TO THE NORTHEAST CORNER THEREOF;

THENCE WESTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 1ST AVENUE, TO THE NORTHWEST CORNER OF PN 157536413001;

THENCE WESTERLY, TO THE NORTHEAST CORNER OF PN 157536304001 ;

THENCE WESTERLY, ALONG THE NORTH LINE OF PN 157536304001, TO THE NORTHWEST CORNER THEREOF;  
THENCE WESTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 1ST AVENUE, TO THE POINT OF BEGINNING, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.








**THE CITY AND COUNTY OF BROOMFIELD**  
*Proposed Broomfield Plaza/Civic Center URA - Amendment*



**BROOMFIELD CITY AND COUNTY LIMITS**

-  Broomfield City and County Limits
-  Proposed Broomfield Plaza Civic Center URA
-  Broomfield Parcels



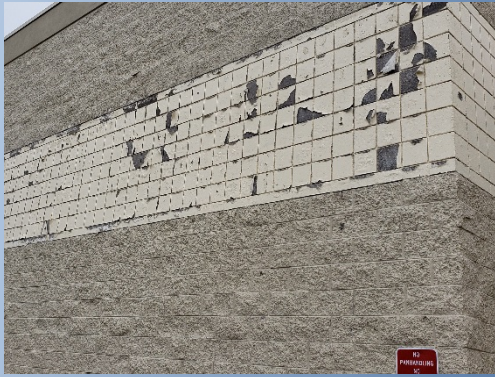
# Property Conditions Assessment (Blight Study)

Broomfield Civic Center

Broomfield, Colorado

June 2019

**DRAFT REPORT**



Prepared for:



Prepared by:



## Broomfield Civic Center Property Conditions Assessment

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## Broomfield Civic Center Property Conditions Assessment

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## Section 1: Project Overview

### EXECUTIVE SUMMARY

The City of Broomfield has requested that Matrix Design Group, Inc. (Matrix) complete a Property Conditions Assessment (also known as a “Conditions Survey” or “Blight Study”) for the area surrounding and south of the Broomfield Civic Center located in Broomfield, Colorado. This Assessment is an examination and analysis of physical conditions identified within a defined geographic area to determine if the area qualifies as “blighted” within the meaning of Colorado Urban Renewal Law under the 2016 Colorado Revised Statute (CRS Title 31, Article 25, Part 1 (*CRS § 31-25-101 et seq.*)).

The area assessed as part of this Blight Study is composed of more than 70 acres of land north and south of 1<sup>st</sup> Avenue between Spader Way/Lamar Street and Main Street and includes twelve complete parcels of land and one partial parcel of land identified by the Broomfield County Assessor’s Office. The boundary area (Study Area) for the current Blight Study is included on Figure 1.1.

For the Study Area to qualify as a blighted area, the presence of at least **four** factors of blight (out of a possible eleven) must be identified. These factors are indicators of substantially impaired or arrested growth of the municipality, retardation of the provision of housing accommodations, economic or social liability, and can be considered a menace to the public health, safety, morals, or welfare of the area. *CRS § 31-25-103 (2)*

This assessment identified conditions within the Study Area to qualify a total of **eight** blight factors including the following:

- Slum, deteriorated, or deteriorating structures
- Predominance of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Unusual topography or inadequate public improvements or utilities
- Environmental contamination of buildings or property
- The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Based on this Conditions Assessment prepared in accordance with the Colorado Urban Renewal statute, the Broomfield Civic Center qualifies as a blighted area.

Figure 1.1 – Study Area Boundary



### Methodology

The Conditions Assessment includes data collection for conditions of blight (see Sections 2 and 3 for what constitutes conditions of blight) which is accomplished through several means. For those blight conditions that could be identified by visual observation and by the use of maps and aerial photography, Matrix conducted a field survey in June 2019. For those blight conditions that are not

observable in the field (such as traffic data, crime statistics, etc.), blight condition data was obtained through research of numerous sources.

The defined geographic area (identified for purposes of this Blight Study as the “Study Area” or the “Broomfield Civic Center” area) examined in this Conditions Assessment lies entirely within the City and County of Broomfield’s municipal boundaries. In addition to the parceled land, unparceled properties including the 1<sup>st</sup> Avenue and Lamar Street Right of Ways (ROW)s is present within the Study Area.

### **Previous Blight Studies**

In June 2013, Ricker Cunningham completed the *Broomfield Plaza Civic Center Conditions Survey* (2013 Civic Center Blight Study) that included the northern portion of the current Study Area boundary (north of 1<sup>st</sup> Avenue) as well as additional land east of the current Study Area boundary. The 2013 Blight Study identified 8 factors of blight and concluded that identified blight was “present to a degree that appeared likely to have a significant negative impact on the public’s safety and welfare and impede the ability for sound growth and development.”

Because of the age of this historic Blight Survey and incompatible size of the 2013 survey area versus the current Study Area, this current Blight Study will not attempt to corroborate or validate the historical findings of the 2013 Civic Center Blight Study.

A second Blight Study in the area was completed by Ricker Cunningham, also in June 2013. The *Amended West 120<sup>th</sup> Avenue Conditions Survey* (2013 Amended 120<sup>th</sup> Avenue Blight Study) surveyed parcels of land along 120<sup>th</sup> Avenue that included the southeast portion of the current Study Area. Ricker Cunningham identified 7 factors of blight and concluded that the blight factors were “present to a degree that appeared likely to have a significant negative impact on the public’s safety and welfare and impede the ability for sound growth and development.”

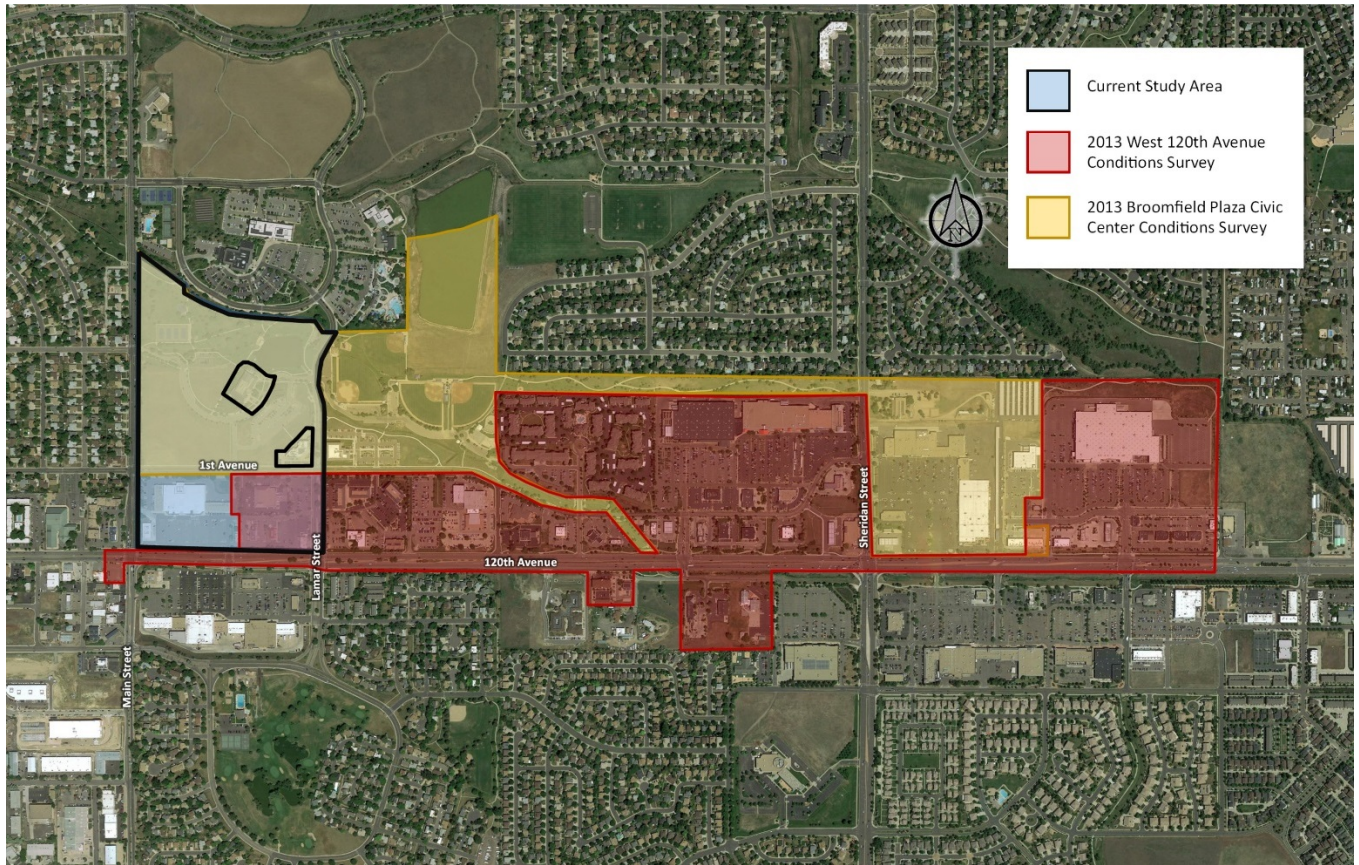
Again, because the 2013 Conditions Survey area boundary is incompatible with the current size of the Study Area, this Blight Study will not attempt to corroborate or validate the historical findings of the 2013 Amended 120<sup>th</sup> Avenue Blight Study.

Figure 1.2 outlines the previous Blight Study Boundaries in relation to the current Study Area boundary.



# Broomfield Civic Center Property Conditions Assessment

Figure 1.2: Previous Blight Study Areas



## Section 2: Colorado Urban Renewal Statutes

In CRS 31-25 (*§ 31-25-101 et seq.*), the legislature has declared that an area of blight “constitutes a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state in general and municipalities thereof; that the existence of such areas contributes substantially to the spread of disease and crime, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of public policy and statewide concern....” *CRS § 31-25-102.*

Under the Urban Renewal Law, the term “blighted area” describes an area with an array of issues, including health and social deficiencies, and physical deterioration *Colo. Rev. Stat. § 31-25-103(2)*. Before remedial action can be taken, however, the Urban Renewal Law requires a finding by the appropriate governing body that an area such as the Study Area constitutes a blighted area. *CRS § 31-25-107(1)*.

For purposes of this assessment, the definition of a blighted area is articulated in the Colorado Urban Renewal statute as follows:

“*Blighted area*” means an area that, in its present condition and use and, by reason of the presence of at least **four** of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- a. Slum, deteriorated, or deteriorating structures;
- b. Predominance of defective or inadequate street layout;
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d. Unsanitary or unsafe conditions;
- e. Deterioration of site or other improvements;
- f. Unusual topography or inadequate public improvements or utilities;
- g. Defective or unusual conditions of title rendering the title non-marketable;
- h. The existence of conditions that endanger life or property by fire or other causes;
- i. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;

- j. Environmental contamination of buildings or property; or
- k. (identified as k.5 in the statute) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- l. if there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, 'blighted area' also means an area that, in its present condition and use and, by reason of the presence of any **one** of the factors specified in paragraphs (a) to (k) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

The statute also states a separate requirement for the number of blight factors that must be present if private property is to be acquired by eminent domain. CRS § 31-25-105 .5(5), paragraph (a.) states, "'Blighted area' shall have the same meaning as set forth in section 31-25-103 (2); except that, for purposes of this section only, 'blighted area' means an area that, in its present condition and use and, by reason of the presence of at least **five** of the factors specified in section 31-25-103 (2)(a) to (2)(l)..."

In any case where the acquisition of property by eminent domain by an authority displaces individuals, families, or business concerns, the authority shall make reasonable efforts to relocate such individuals, families, or business concerns within the urban renewal area, where such relocation is consistent with the uses provided in the urban renewal plan, or in areas within reasonable proximity of, or comparable to, the original location of such individuals, families, or business concerns.

Thus, the state statutes require, depending on the circumstances, that a minimum of **one** (if no objections by owner or tenant), **four** (standard number of blight factors required), or **five** (acquisition by eminent domain) blight factors be present for an area to be considered a "blighted area."

Several principles have been developed by Colorado courts to guide the determination of whether an area constitutes a blighted area under the Urban Renewal Law. First, the absence of widespread violation of building and health codes does not, by itself, preclude a finding of blight. According to the courts, "the definition of 'blighted area' contained in [the Urban Renewal Law] is broad and

## Broomfield Civic Center Property Conditions Assessment

encompasses not only those areas containing properties so dilapidated as to justify condemnation as nuisances, but also envisions the prevention of deterioration.” *CRS § 31-25-103.*

Second, the presence of one well-maintained building does not defeat a determination that an area constitutes a blighted area. Normally, a determination of blight is based upon an area “taken as a whole,” and not on a building-by-building, parcel-by-parcel, or block-by-block basis. *CRS § 31-25-103.*

This report makes a recommendation as to whether the Study Area qualifies as a blighted area based on the number of blight factors identified during the Assessment. As discussed in the following sections, **eight** of the eleven factors of blight have been identified within the Study Area indicating that the Broomfield Civic Center qualifies as a blighted area in all scenarios.

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### Section 3: Conditions Indicative of the Presence of Blight

As discussed in Section 3, the Colorado Urban Renewal statute provides a list of 11 factors that, through their presence, may allow an area to be declared as blighted. This section elaborates on those 11 factors by describing some of the conditions that might be found within a Study Area that would indicate the presence of those factors.

#### ***a. Slum, Deteriorated, or Deteriorating Structures:***

During the field reconnaissance of the Study Area, the general condition and level of deterioration of buildings within the Study Area are evaluated. This examination is limited to a visual inspection of the building's exterior condition and is not a detailed engineering or architectural analysis, nor does it include the building's interior. The intent is to document obvious indications of disrepair and deterioration to the exterior of a structure found within the Study Area. Some of the exterior elements observed for signs of deterioration include:

- Primary elements (exterior walls, visible foundation, roof)
- Secondary elements (fascia/soffits, gutters/downspouts, windows/doors, façade finishes, loading docks, etc.)
- Ancillary structures (detached garages, storage buildings, etc.)

#### ***b. Predominance of Defective or Inadequate Street Layout:***

The presence of this factor is determined through a combination of both field observation as well as an analysis of the existing transportation network and vehicular and pedestrian circulation patterns in the Study Area by persons with expertise in transportation planning and/or traffic engineering. These conditions include:

- Inadequate street or alley widths, cross-sections, or geometries
- Poor provisions or unsafe conditions for the flow of vehicular traffic
- Poor provisions or unsafe conditions for the flow of pedestrians
- Insufficient roadway capacity leading to unusual congestion of traffic
- Inadequate emergency vehicle access
- Poor vehicular/pedestrian access to buildings or sites
- Poor internal vehicular/pedestrian circulation
- Excessive curb cuts/driveways in commercial area

These conditions can affect the adequacy or performance of the transportation system within the Study Area, creating a street layout that is defective or inadequate.

***c. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness:***

This factor requires an analysis of the parcels within the Study Area as to their potential and usefulness as developable sites. Conditions indicative of the presence of this factor include:

- Lots that are long, narrow, or irregularly shaped
- Lots with limited or no access
- Lots that are inadequate in size
- Lots with configurations that result in stagnant, misused, or unused land
- Lots with billboards that have active leases, making redevelopment more difficult

This analysis considers the shape, orientation, and size of undeveloped parcels within the Study Area and if these attributes would negatively impact the potential for development of the parcel. This evaluation is performed both through observation in the field and through an analysis of parcel boundary maps of the Study Area.

***d. Unsanitary or Unsafe Conditions:***

Conditions observed within the Study Area that qualify under this blight factor include:

- Floodplains or flood prone areas
- Inadequate storm drainage systems/evidence of standing water
- Poor fire protection facilities
- Fire-prone areas or structures
- Above average incidences of public safety responses
- Inadequate sanitation or water systems
- Existence of contaminants or hazardous conditions or materials
- High or unusual crime statistics
- Open trash dumpsters
- Severely cracked, sloped, or uneven surfaces for pedestrians
- Illegal dumping
- Vagrants/vandalism/graffiti/gang activity
- Open ditches, holes, or trenches in pedestrian areas

These represent situations in which the safety of individuals, especially pedestrians and children, may be compromised due to environmental and physical conditions considered to be unsanitary or unsafe.

***e. Deterioration of Site or Other Improvements:***

The conditions that apply to this blight factor reflect the deterioration of various improvements made on a site other than building structures. These conditions may represent a lack of general maintenance at a site, the physical degradation of

specific improvements, or an improvement that was poorly planned or constructed. Overall, the presence of these conditions can reduce a site's usefulness and desirability and negatively affect nearby properties.

- Neglected properties or evidence of general site maintenance problems
- Deteriorated signage or lighting
- Deteriorated fences, walls, or gates
- Deterioration of on-site parking surfaces, curb & gutter, or sidewalks
- Poorly maintained landscaping or overgrown vegetation
- Poor parking lot/driveway layout
- Unpaved parking lot on commercial properties

***f. Unusual Topography or Inadequate Public Improvements or Utilities:***

The focus of this factor is on the presence of unusual topographical conditions that could make development prohibitive, such as steep slopes or poor load-bearing soils, as well as deficiencies in the public infrastructure system within the Study Area that could include:

- Steep slopes / rock outcroppings / poor load-bearing soils
- Deteriorated public infrastructure (street/alley pavement, curb, gutter, sidewalks, street lighting, storm drainage systems)
- Lack of public infrastructure (same as above)
- Presence of overhead utilities or billboards
- Inadequate fire protection facilities/hydrants
- Inadequate sanitation or water systems

***g. Defective or Unusual Conditions of Title Rendering the Title Non-Marketable:***

Certain properties can be considered non-marketable making redevelopment overly difficult if they have overly restrictive or prohibitive clauses in their deeds or titles, or if they involve an unusually complex or highly divided ownership arrangement. Examples of conditions considered non-marketable include:

- Properties with covenants or other limiting clauses that significantly impair their ability to redevelop
- Properties with disputed or defective title
- Multiplicity of ownership making assemblages of land difficult or impossible

***h. Existence of Conditions that Endanger Life or Property by Fire or Other Causes:***

A finding of blight within this factor can result from the presence of the following conditions, which include both the deterioration of physical improvements that can lead to dangerous situations as well as the inability for emergency personnel or



equipment to provide services to a site:

- Sites inaccessible to fire and emergency vehicles
- Fire-prone areas or structures
- Blocked/poorly maintained fire and emergency access routes/frontages
- Insufficient fire and emergency vehicle turning radii
- Properties not in compliance with fire codes or environmental regulations

***i. Buildings that are Unsafe or Unhealthy for Persons to Live or Work In because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities:***

Some of the conditions that can contribute to this blight factor include:

- Buildings or properties not in compliance with fire codes, building codes, or environmental regulations
- Buildings with deteriorated elements that create unsafe conditions
- Buildings with inadequate or improperly installed utility components

***j. Environmental Contamination of Buildings or Property:***

This factor represents the presence of contamination in the soils, water sources, or other locations within the Study Area and may include:

- Presence of hazardous substances, liquids, or gases
- Presence of Environmental Land Use Controls
- Regulatory Oversight or Corrective Actions
- Presence of Recognized Environmental Conditions

***k. Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements:***

The physical conditions that may contribute to this blight factor include:

- Sites with a high incidence of fire, police, or emergency responses
- Sites adjacent to streets/alleys with a high incidence of traffic accidents
- Sites with a high incidence of code enforcement responses
- An undeveloped parcel in a generally urbanized area
- Vacant, empty, or unused buildings
- A parcel with a disproportionately small percentage of its total land area developed

## Section 4: Study Area Location, Definition, and Description

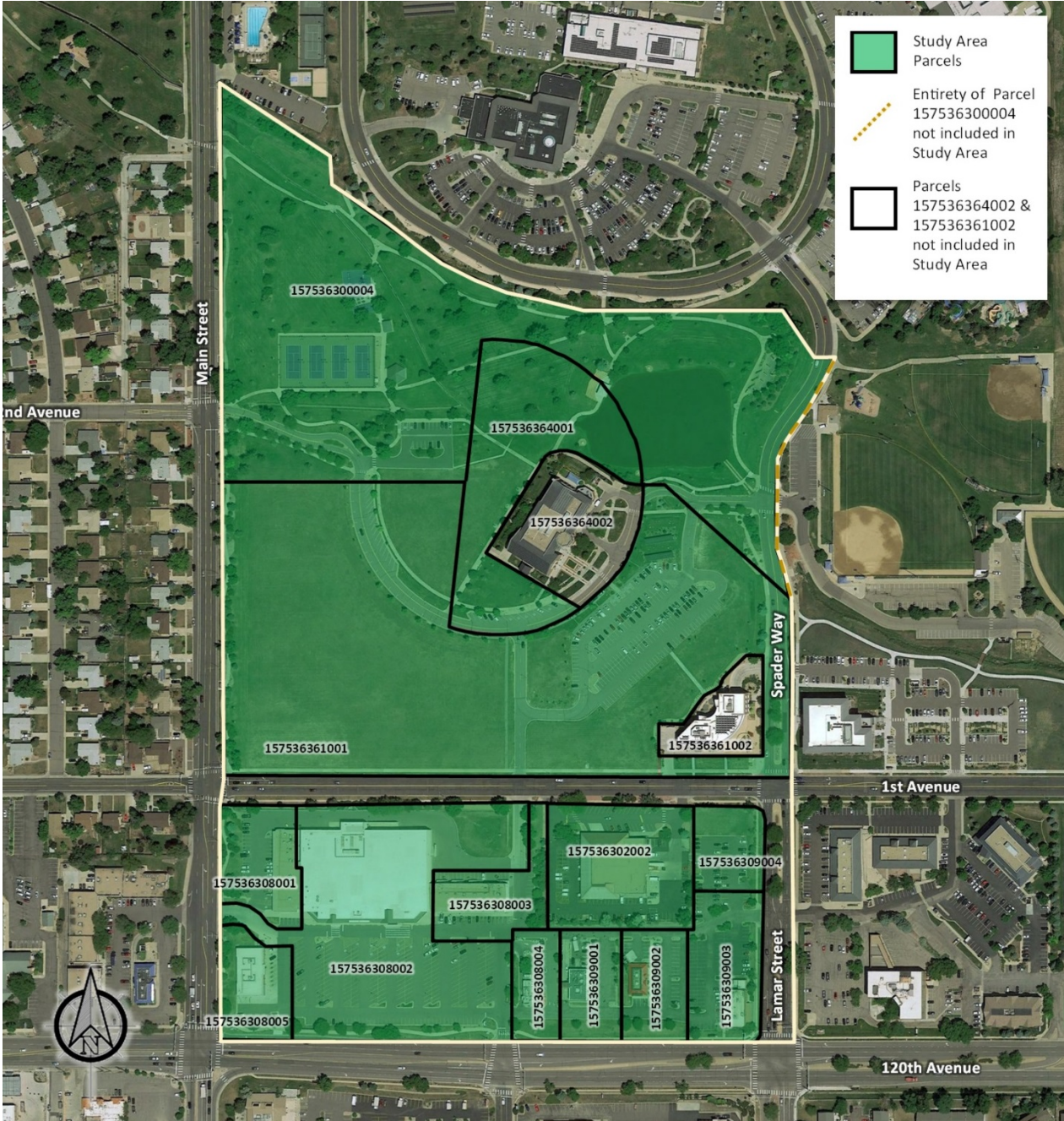
This Property Conditions Assessment focuses on the areas surrounding and south of the Broomfield Civic Center, north and south of 1<sup>st</sup> Avenue between Spader Way/Lamar Street and Main Street. The Study Area includes both parceled land and the 1<sup>st</sup> Avenue and Lamar Street ROWs (unparceled land). The following parceled properties are located within the Study Area boundary, with parcel numbers, addresses, acreage, and legal summary for each parcel recorded by the Broomfield County Assessor Geographic Information System (GIS) database:

Parcel No.	Address	Acreage	Legal Summary
157536300004	1 Community Park Road	37.02	<i>Note: Only the western portion of this Parcel is included in the Study Area boundary:</i> Subd: BROOMFIELD CITY CENTER SUBDIVISION FILING NO 3 REPLAT B Lot: 1 Block: 1
157536364001	9 Community Park Road	3.13	Subd: BROOMFIELD HEIGHTS FILING NO 1 & AMENDED Lot: 22 Block: 21 10 E 10 FT
157536361001	200 East 1 <sup>st</sup> Avenue	15.34	Subd: BROOMFIELD HEIGHTS FILING NO 1 & AMENDED Lot: 9 Block: 15 WLY 13.72 FT LOT 10
157536308001	6785 West 120 <sup>th</sup> Avenue	1.09	Subd: SAFEWAY MARKETPLACE FILING 2 REPLAT Lot: 1
157536308002	6775 West 120 <sup>th</sup> Avenue	5.44	Subd: SAFEWAY MARKETPLACE FILING 2 REPLAT Lot: 2
157536308005	6795 West 120 <sup>th</sup> Avenue	0.96	Subd: SAFEWAY MARKETPLACE FILING 2 REPLAT Lot: 5
157536308003	6765 West 120 <sup>th</sup> Avenue	1.04	Subd: SAFEWAY MARKETPLACE FILING 2 REPLAT Lot: 3
157536302002	280 East 1 <sup>st</sup> Avenue	2.19	Subd: PARK BUSINESS PLAZA Lot: 3
157536309004	290 East 1 <sup>st</sup> Avenue	0.64	Subd: MAIN COMPANY SUBDIVISION REPLAT NO 1 Lot: 4
157536309003	6405 West 120 <sup>th</sup> Avenue	1.28	Subd: MAIN COMPANY SUBDIVISION REPLAT NO 1 Lot: 3
157536309002	6445 West 120 <sup>th</sup> Avenue	0.89	Subd: MAIN COMPANY SUBDIVISION REPLAT NO 1 Lot: 2
157536309001	6485 West 120 <sup>th</sup> Avenue	0.82	Subd: MAIN COMPANY SUBDIVISION REPLAT NO 1 Lot: 1
157536308004	6755 West 120 <sup>th</sup> Avenue	0.70	Subd: SAFEWAY MARKETPLACE FILING 2 REPLAT Lot: 4

Figure 4.1 shows the boundaries of the Study Area including the Broomfield County Assessor Parcels.

# Broomfield Civic Center Property Conditions Assessment

Figure 4.1: Broomfield County Parcels included in the Study Area



Parcel information was collected from the Broomfield County Assessor online GIS. Parcel boundaries are estimated and should not be considered legal boundaries. For more information visit the Broomfield County Assessor's offices website.

## Section 5: Survey Findings

The overall findings of the Broomfield Civic Center Property Conditions Assessment are presented below in a format that mirrors the list of factors and conditions of blight discussed in Section 3.

### *a. Slum, Deteriorated, or Deteriorating Structures*

Many of the buildings and structures located in the southern portion of the Study Area (south of 1<sup>st</sup> Avenue) showed signs of deterioration and disrepair including deteriorating concrete, peeling paint, damaged siding, rust, and general neglect. The northern portion of the Study Area (north of 1<sup>st</sup> Avenue) only had a few structure including a picnic pavilion, playground, bathrooms, and tennis courts. The structures in the northern portion of the Study Area were in good condition.



*Peeling paint observed on the old Safeway building in Parcel 157536308002*



*Deteriorating concrete steps observed at the shopping center in Parcel 157536308003*



*Missing paint identified at the Pizza Hut in Parcel 15736309002*



*Rusting metal doors and storage container observed at the USPS (Parcel 157536302002)*



*Deteriorating wood fascia identified at the former Safeway, Parcel 157536308002*

**Blight Factor: Slum, Deteriorated, or Deteriorating Structures is present within the Study Area.**

***b. Predominance of Defective or Inadequate Street Layout***

Based on the size of the Study Area, the layout and shape of the parcels within the Study Area, and the lack of public-access corridors, defective or inadequate vehicular traffic circulation throughout the Study Area is an issue. A breakdown of defective or inadequate street layout is outlined below:

- *Access.* In the northern portion of the Study Area (north of 1<sup>st</sup> Avenue), access to several properties including the Mamie Doud Eisenhower Public Library/Broomfield Auditorium is through adjacent parcels. In other words, the street layouts within the northern portion of the Study Area (Spader Way and Community Park Road) are city-owned parcels. If development were to occur, access to private property owners would be, not through un-owned right of ways, but through city-owned parcels.
- *Inadequate Vehicular Circulation.* The parcels in the northern portion of the Study Area are very large and, if developed, would likely require re-parcelization. Vehicular circulation would then be inadequate for development as a lack of streets and access to lots would not allow for development of parcels without the addition of significant infrastructure.

**Blight Factor: Predominance of Defective or Inadequate Street Layout is present.**

***c. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness***

Faulty street layout often produces faulty lots, particularly when vehicular access is impacted. Other causes of faulty lot layout can include the presence of natural features such as creeks, or manmade features such as the presence of highways, rail roads, etc. Commercial properties that lack access or visibility are at a significant disadvantage compared to those with adequate access and visibility and are, in many cases, undervalued.

In addition to visibility and access constraints, the size and shape of a property can impact a parcel's utilization. Irregularly shaped parcels, inadequately shaped parcels, or parcels with natural or man-made obstacles can lead to undeveloped or inaccessible areas within the parcel itself, while small parcels may have little development value.

The three large parcels of land included in the northern portion of the Study Area (Parcels 157536300004, 157536364001, and 57536361001) are laid out in parcels that are odd-sized and shaped, potentially requiring additional parcelization to

provide adequate sized properties for future development. In addition, the identified parcel boundaries block access to developed parcels (particularly the Mamie Doud Eisenhower Public Library/Broomfield Auditorium), divide man-made features, and include public ROWs within their boundaries.

**Blight Factor: Faulty Lot Layout is present.**

#### ***d. Unsanitary or Unsafe Conditions***

Many factors can contribute to unsanitary or unsafe conditions including insufficient infrastructure improvements (e.g. inadequate lighting or a lack of sidewalks or other pedestrian protections), high crime, homelessness, a lack of public safety protection (e.g. undermanned or overworked police forces or a lack of readily available fire protection equipment) and unsafe physical conditions (natural or man-made).

During the field survey, Matrix observed conditions at and near the Study Area that could be considered unsanitary and/or unsafe. The following sections discuss unsanitary/unsafe conditions observed within or near the Study Area boundary.

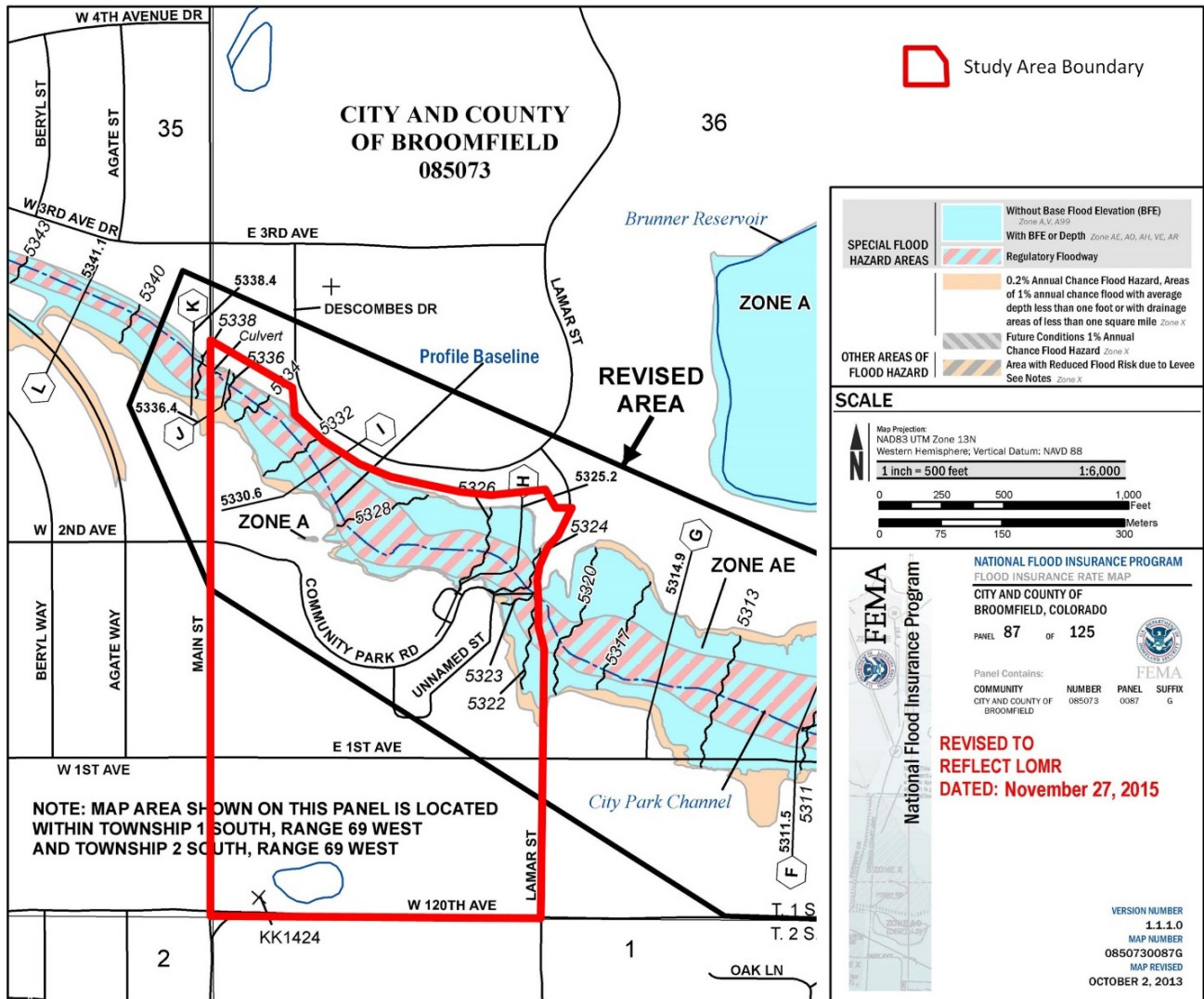
**Homelessness:** Although the condition may be temporary and/or seasonal, Matrix identified two campers in the Safeway and Auto Zone parking lots that appeared to be occupied. Traditional homelessness was not observed.



**Floodplains:** The presence of the City Park Channel and associated floodplain can be unsafe for many reasons. Flash flooding can be an imminent source of danger for pedestrians or children playing along the creek and structures located within the 100- or 500-year flood area may also be at risk. Matrix reviewed the Federal Emergency Management Agency (FEMA) floodplain database and applicable Letters of Map Revisions (LOMR)s for Broomfield at the Study Area and identified the northern portion of the Study Area along the City Park Channel as being within the 100- and 500-year floodplains. Figure 5.1 identifies the Study Area in relation to the FEMA Floodplain map.

Broomfield Civic Center Property Conditions Assessment

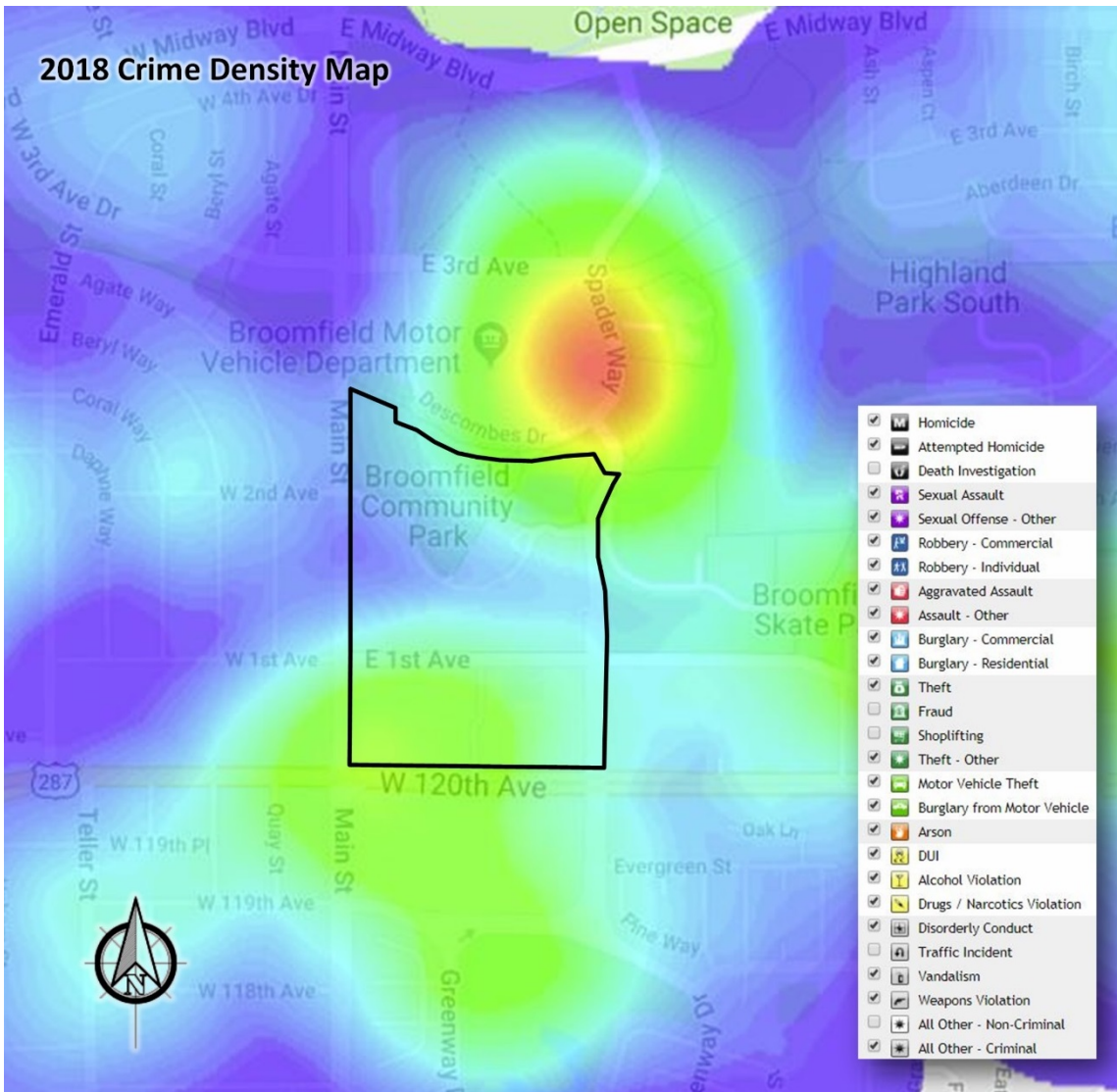
Figure 5.1: FEMA Floodplain Map



**Crime:** Matrix reviewed 2018 crime data for the City of Broomfield along 120<sup>th</sup> Avenue at the Study Area. As indicated in the 2018 Crime Density Map prepared for this Blight Study, areas with higher crime during 2018 include the properties adjacent to (north of) the Study Area along Spader Way and Descombes Drive. Figure 5.2 includes a Crime Density map for 2018.



Figure 5.2: 2018 Crime Density Map



**Other:** Additional conditions observed within the Study Area that qualify as unsanitary or unsafe include:

- Open (unsecured) trash dumpsters
- Small amounts of graffiti
- Inadequate drainage (standing water) in Parcel 157536309004
- An uncovered, unsecured 6-inch hole in Parcel 157536308002
- Unsecured used cooking oil dumpster in Parcel 157536309002 (Pizza Hut)

Broomfield Civic Center Property Conditions Assessment



*Open, unsecured dumpsters in the southern portion of the Study Area*



*Open, unsecured 6-inch diameter hole (hazard) at Parcel 157536308002*



*Unsecured waste oil container at Parcel 157536309002 (Pizza Hut)*



*Inadequate drainage, standing water at Parcel 157536309004*

**Blight Factor: Unsanitary or Unsafe Conditions is present.**

***e. Deterioration of Site or Other Improvements***

Deterioration of Site or other improvements refers to current land conditions, site improvements (infrastructure), or support structures (fencing, landscaping, parking, etc.) that have been damaged or neglected. A majority of the Parcels within the Study Area have conditions of deterioration that qualify as blight including deteriorating pavement, dead trees, unkempt landscaping, noxious weeds, and a general lack of maintenance.



*Many of the city-owned parcels in the northern portion of the Study Area are weed-filled*



*This retaining wall south of the USPS is in disrepair*



*Many dead trees were identified in the southern portion of the Study Area*



*Deteriorating pavement identified in the southern portion of the Study Area*



*This damaged sign was located in the southern portion of the Study Area*



*Dead vegetation was identified in landscaped areas in the southern portion of the Study Area*

**Blight Factor: Deterioration of Site or Other Improvements is present.**

***f. Unusual Topography or Inadequate Public Improvements or Utilities***

Incomplete public improvements necessary for development can include a lack of pavement, curbs/gutter, lighting, sidewalks, utilities, and parking. Many of the parcels in the northern portion of the Study Area lack adequate public improvements including the infrastructure (streets, sidewalks, utilities, etc.) necessary for development of the large, irregular-shaped parcels (Parcels 157536300004, 157536361001, and 157536364001)

**Blight Factor: Unusual Topography or Inadequate Public Improvements or Utilities is present**

***g. Defective or Unusual Conditions of Title Rendering the Title Non-Marketable***

Conditions within the Study Area are not expected to render the Title Non-marketable, and no title review has been completed at the time of this Conditions Assessment.

***h. Existence of Conditions that Endanger Life or Property by Fire or Other Causes***

This blight factor may be present when site and/or building maintenance or use contributes to conditions that may physically expose site users to potentially dangerous conditions. The factor may also include increased threats from fire or other causes due to site conditions. Matrix did not identify any conditions that may endanger life or property by fire or other causes as part of this assessment.

**This blight factor is not considered to be present in the Study Area.**

***i. Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities***

This blight factor is typically related to deterioration of buildings and site or other improvements (blight factors a. and e.) and is said to be present when conditions exist that could be considered dangerous to the extent that habitation and/or daily use is unsafe or unhealthy. No buildings, facilities, or other primary improvements were identified during the onsite assessment that would potentially pose a danger to the extent required for this factor of blight.

**This blight factor is not considered to present in the Study Area.**

***j. Environmental Contamination of Buildings or Property***

Environmental conditions include the presence or likely presence of contamination in the soils, water sources, or other locations within the Study Area. Matrix reviewed governmental records provided by Environmental Risk Information Systems (ERIS) to identify any potential sites with Recognized Environmental Conditions (REC)s or other areas of environmental concern. In addition, Matrix identified sites with a higher than average potential to be a source of contamination to soil and/or groundwater in the area. The following sites were identified as part of the study:

- *Lionheart Cleaners.* The dry cleaning process uses highly mobile chemicals including tetrachloroethene (PCE) that can impact soil and groundwater. According to the Colorado Department of Public Health and Environment (CDPHE), historically, some drycleaners may have discarded wastes by pouring wastewater into sewers, throwing used filers and sludge into the trash, or dumping wastewater on the ground outside their facility. These practices were common in the past due to less strict laws regulating the facilities. Lionheart Cleaners, located in the southwest portion of the Study Area, was under a CDPHE Compliance Advisory enforcement action and numerous compliance inspections have been conducted. Unknown violations were noted in the database search. No evidence of dumping or other signs of release were observed during the site reconnaissance, however this dry cleaning facility is considered a REC for the Study Area.
- *Excalibur Cleaners.* Excalibur Cleaners is a dry cleaning facility located upgradient/adjacent to the Study Area. No violations were noted in the database search.
- *Aqua Bright Cleaners.* Aqua Bright Cleaners is a dry cleaning facility located cross-gradient/adjacent to the Study Area. No violations were noted in the database search.
- *Autozone.* Located in the southwest portion of the Study Area, Autozone is listed in the RCRA database as a conditionally exempt small quantity generator (RCRA CESQG) with waste streams including cadmium, chromium, lead, PCE, and trichloroethene (TCE). No violations were reported and no evidence of environmental release was detected during



the site reconnaissance.

- *R&J Conoco*. Located adjacent/upgradient to the Study Area, the Conoco is listed in the Colorado Department of Labor and Environment, Division of Oil and Public Safety (OPS) Colorado Storage Tank Information System (COSTIS) as a leaking underground storage tank (LUST) site. In March 1994, a release was confirmed and cleanup of the petroleum was initiated in February 1995. Groundwater monitoring continued for the next 15 years and site closure was requested in August 2011. In October 2011, the OPS granted a Tier II Closure for the site.
- *Empire 3596 (Valero fueling station)*. This fueling facility located at 6910 West 120<sup>th</sup> Avenue (upgradient to the Study Area) is listed in the OPS COSTIS database as a LUST site. Numerous releases have been confirmed at this site and cleanup/monitoring is ongoing. This site is considered a REC for the Study Area.
- *Automotive Repair Facilities*. Numerous automotive repair facilities were identified during area reconnaissance and in the database research. Automotive repair facilities use hazardous chemicals that can impact soil and groundwater. These facilities are typically regulated by the OPS and/or the CDPHE.

Because of the high concentration of light industrial use sites in the area (dry cleaners, fueling stations, automotive repair facilities), there is an elevated risk of environmental contamination. Additional investigation is recommended prior to site development, and, if identified, clean-up or management of hazardous materials may significantly increase development costs.

**Blight Factor: Environmental Contamination of Buildings or Property exists.**

*k. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements*

Underutilization of parcels north of 1<sup>st</sup> Avenue is present within the Study Area boundary. Parcel 15753631001 consists of 15.34 acres of mostly undeveloped land except for a large parking lot that mainly services the Mamie Doud Eisenhower Public Library/Broomfield Auditorium and the North Metro Fire Rescue District administration building (both of which are excluded from the blight survey area). Parcel 15753634001, a 3.13 acre parcel of land, is also underutilized and will require significant infrastructure and re-parcelization for development.

In addition, the major anchor tenant (formerly Safeway) that accounts for more than 35% (by acreage) of the properties south of 1<sup>st</sup> Avenue is currently vacant,



with deteriorating conditions as described previously in this report. Two additional vacancies were identified in the attached shopping areas (Parcels 157536308001 and 157536308003). Altogether, approximately 24 acres of the Study Area are underutilized.

**Blight Factor: ... Substantial Underutilization or vacancy of sites, buildings, or other improvements is present.**

## Section 6: Property Conditions Assessment Summary and Conclusion

Within the entire Study Area, **eight** of the eleven blight factors were identified as being present. The blight factors identified within the Study Area include:

- a. Slum, deteriorated, or deteriorating structures
- b. Predominance of defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- e. Deterioration of site or other improvements
- f. Unusual topography or inadequate public improvements or utilities
- j. Environmental contamination of buildings or property
- k. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

As discussed in Section 2, in order for an area to meet the definition of blight, a certain number of the eleven blight factors identified in the Colorado Urban Renewal Law must be found within the Study Area. Four of the eleven factors is the required minimum, unless none of the property owners or tenants object to being included within an urban renewal area; then, the required minimum is only one of the eleven factors.

For this Conditions Assessment, **eight** blight factors were identified within the Study Area, therefore a sufficient number of blight factors exist under Colorado Urban Renewal Law.

It is the conclusion of this Conditions Assessment Report that the Study Area, in its present condition, exhibits a sufficient level of blight to be considered a “blighted area.”



### C. BURA Proposed Resolution for Urban Renewal Area Plan and Related Tax Sharing Agreements for Broomfield Town Square

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Action Items Item: 7C.
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	Jeff Romine, Economist - CMO
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

[View Presentation](#)

This action, Resolution 2025-71-UR, BURA would approve tax increment revenue agreements between BURA and Broomfield Town Square Metropolitan District, North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Boulder Valley School District. Additionally, it would authorize the Mayor to sign at a future date a Letter Agreement to be issued by Mile High Flood District following City Council's approval of the Town Square URA concerning the use of District's mills for the project.

The City Council action, Agenda Item 7B, would approve a new Broomfield Town Square Urban Renewal Area Plan (Town Square URA) and amend the existing Broomfield Plaza-Civic Center Urban Renewal Area Plan (Broomfield Plaza URA) to accommodate the Broomfield Town Square development project.

The formation and funding of the Town Square URA will complete the public financing components outlined in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement) for the Broomfield Town Square project.

**Attachments**

[Memo - Urban Renewal Area Plan and Related Tax Sharing Agreements for Broomfield Town Square 3-25-2025.pdf](#)

[Resolution No. 2025-71-UR Certain Tax Increment Revenue Agreements Related to Broomfield Town Square 3-25-2025.pdf](#)

[BTS - Boulder Valley School District TIF Agreement FINAL 3-25-2025.pdf](#)

[BTS - North Metro Fire District TIF Agreement FINAL 3-25-2025.pdf](#)

[BTS - Northern Water TIF Agreement FINAL 3-25-2025.pdf](#)

[BTS - SAMPLE Mile High Flood District TIF Letter Agreement 3-25-2025.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolutions 2025-69 and 2025-70, if approved by the City Council will approve a new Broomfield Town Square Urban Renewal Area Plan (Town Square URA) and amend the existing Broomfield Plaza-Civic Center Urban Renewal Area Plan (Broomfield Plaza URA) to accommodate the Broomfield Town Square development project.

Proposed Resolution 2025-71-UR, if approved by the Broomfield Urban Renewal Authority (BURA), will approve tax increment revenue agreements between BURA and Broomfield Town Square Metropolitan District, North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Boulder Valley School District. Additionally, it would authorize the Mayor to sign at a future date a Letter Agreement to be issued by Mile High Flood District following City Council's approval of the Town Square URA concerning the use of District's mills for the project.

The formation of the Town Square URA will complete the public financing components outlined in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement) for the Broomfield Town Square project. Other components of public or district financing to support the development include the establishment of the Metropolitan District (formed in 2020) and the formation of the Broomfield Town Square Business Improvement District (which will be considered by the City Council by separate action on 2nd Reading on March 25, 2025).

Note: The Redevelopment Agreement, approved on November 12, 2019, established the financial commitments of the City and County of Broomfield, such as committed shares of annual tax revenue resulting from the development, net and gross maximum reimbursement limits, other contributions, and commitments to support the proposed Broomfield Town Square development project.

## Urban Renewal Plan Areas

### Background and Requirement for Formation:

Broomfield currently has twelve designated urban renewal areas, which can be seen in the [Urban Renewal Area Map](#) from the 2016 Broomfield Comprehensive Plan. The Colorado Urban Renewal Law, C.R.S. § 31-25-101 et seq. ("Urban Renewal Law") permits cities, including cities and counties, to create urban renewal authorities and adopt urban renewal plans for the purpose of preventing and eliminating blight. The Broomfield Urban Renewal Authority was established in 1986.

Urban renewal is an important tool for Broomfield to assist in the redevelopment of "blighted" property, as defined by urban renewal law, and to help foster growth and development in an efficient and orderly manner. An urban renewal designation provides the opportunity for a portion of the taxes generated in the area to be retained for use in the area to support the construction of certain eligible public improvements such as roads, sanitary sewer, water, drainage, and open lands and other public places. The financing tool is referred to as tax increment financing (TIF). TIF is not a new tax. Rather, it allows for growth in incremental revenue generated in the designated area to fund development projects in the urban renewal area, through a variety of mechanisms, including bond financing, project loans, or development reimbursements for improvements that might typically be constructed by the city and county. Designation of an urban renewal

area allows for the city pledged TIF revenues to fund eligible improvements within the plan area for up to 25 years.

State statute defines an urban renewal plan generally as a plan that conforms to a general or master plan for the physical development of the municipality as a whole. The plan must indicate such elements as land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area. The plan must also show zoning, land uses, maximum densities, building requirements, and the plan's relationship to local objectives, respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements. C.R.S. § 31-25-103(10).

An authority is not authorized by law to undertake an urban renewal project for an urban renewal area unless the area has been determined to be blighted and is appropriate for an urban renewal project. The plan must go to the Land Use Revision Commission for review and recommendation as to its conformity with the Comprehensive Plan. Council then determines, by resolution, if the urban renewal plan should be approved.

### **Summary of Proposed Plan Areas - Approval of the Town Square URA and Amendment to the Broomfield Plaza URA**

The proposal is to consider the [Town Square Urban Renewal Area](#), which is a new urban renewal plan, consisting of approximately 53 acres comprising the site of the former Safeway store (located southeast of Main Street and E. 1st Avenue) and the site of the future Broomfield Town Square plaza and lake (located northeast of Main Street and E. 1st Avenue). A map of the plan area is linked above. The area includes primarily undeveloped city owned land north of E. 1st Avenue, the Library/Auditorium building, and the North Metro Fire Rescue District Administration Building. The new URA boundary also includes a portion of the commercial property south of E. 1st Avenue including the former Safeway store (now vacant) and adjacent properties.

Additionally, an amendment to the [Broomfield Plaza URA plan area](#) is required as the boundary of the existing Broomfield Plaza URA plan area overlaps with the portions of newly proposed Town Square URA north of E. 1st Avenue. The overlapping area was originally included in the Broomfield Plaza URA plan area in 2013 in anticipation of the development of a civic center/town center on the vacant city owned land. Subsequent to the plan's approval, the city acquired the Safeway property for inclusion within the future civic center/town center which was not located within an urban renewal plan area. It is proposed that the overlapping area north of E. 1st Avenue be removed from the Broomfield Plaza URA and incorporated into the Town Square URA.

### **Blight Study**

The City and County of Broomfield retained Matrix Design Group, Inc. (Matrix) in 2019 to conduct a property conditions assessment ([Blight Study](#)) of the Broomfield Town Square development property to verify whether blight factors were present in the study area. The 2019 Blight Study completed by Matrix identified the presence of eight (8) blight factors within the study area. Such factors include:

- a. Slum, deteriorated, or deteriorating structures
- b. Predominance of defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- e. Deterioration of site or other improvements
- f. Unusual topography or inadequate public improvements or utilities
- g. Environmental contamination of buildings or property

- h. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization of vacancy of sites, buildings, or other improvements.

On March 31, 2021, Matrix [updated the 2019 Blight Study](#) at the City’s request and confirmed the eight (8) blight factors remained unchanged within the study area. Additionally, city staff has recently evaluated the study area and has confirmed that all eight (8) of the blight factors remain as of March 15, 2025. A letter supporting this determination is linked [here](#).

### **Conformance with Comprehensive Plan**

The proposed Town Square URA plan’s goal is to implement the Comprehensive Plan by the elimination of development barriers to the Plan Area and to extend infrastructure and services to facilitate redevelopment of the area by private enterprise. Implementation of the Town Square URA plan will help eliminate and prevent conditions of blight in the Plan Area.

The Planning and Zoning Commission reviewed the Town Square URA plan at a public hearing on [March 22, 2021](#) finding and declaring the Town Square URA plan to be consistent with the Comprehensive Plan and recommending approval by the City Council.

### **Proposed Resolution Nos. 2025-69 and 2025-70**

Proposed Resolution No. 2025-69, if approved, will approve the Town Square URA plan and find (i) that blight exists within the plan area; and (ii) that the plan is in conformity with the Comprehensive Plan.

Proposed Resolution No. 2025-70, if approved, will approve a substantial modification of the Broomfield Plaza URA by amending the boundaries of the plan area and find that the modified plan is in conformity with the Comprehensive Plan.

## **Tax Increment Revenue Agreements**

Pursuant to urban renewal laws, staff has negotiated tax increment revenue sharing agreements with the Boulder Valley School District and other special tax districts that impose a mill levy within the Town Square URA and Broomfield Plaza URA plan areas. The other impacted special districts include North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Mile High Flood District. Boulder Valley Schools have agreed to the inclusion of 27 mills of TIF from its mill levy to support the project. Mile High Flood District has agreed to the inclusion of its mill levy into the TIF and will issue a Letter Agreement reflecting this subsequent to the City Council’s approval of the Town Square URA. The North Metro Fire, and Northern Water will all receive 100% of the TIF from their respective mill levies. No tax increment revenue sharing agreement is required for either the Broomfield Town Square Metropolitan District or the Business Improvement District as the mill levies from each district were previously pledged back to the Districts to support the project in the 2019 Redevelopment Agreement.

### **Proposed Resolution No. 2025-71-UR**

Proposed Resolution 2025-71-UR, if approved by BURA, will approve tax increment revenue agreements between BURA and North Metro Fire Rescue District, Northern Colorado Water Conservancy District, and Boulder Valley School District. Additionally, it would authorize the Mayor to sign a Letter Agreement to be issued by Mile High Flood District following City Council’s approval of the Town Square URA concerning the use of District’s mills for the project.

## Financial Considerations

Neither the formation of the proposed Broomfield Town Square Urban Renewal Area, nor the amendment of the existing Broomfield Plaza URA will result in an additional financial obligation of the City/County beyond the existing financial obligations agreed and committed to in the Redevelopment and Reimbursement Agreement (approved on November 12, 2019). The commitments from the other affected entities are included in the attachments.

The City and County financial commitments, as identified in the 2019 agreements, are calculated in the following manner.

First, tax and fee revenues generated by the Broomfield Town Square development in the designated area, through a share of the sales and use tax revenue (fifty percent of the General Fund portion (3.5%), a share of any lodgers tax (fifty) percent), the generated property (ad valorem) tax, and a share of the Service Expansion fee (fifty percent of the fee, which is the whole of the city-retained portion) resulting from the increased property value and activities on generated . The agreement states the maximum “Net Reimbursement Amount” is equal to \$20.0M.

Second, it is anticipated that the Developer or the associated Districts will issue debt to finance the development infrastructure costs, and incur additional issuance, interest, reserves, and other costs, over time related to the debt. The agreement identifies that the “Maximum Gross Reimbursement Amount” may not exceed 2.7 times the Net Maximum Amount, or \$54.0M. This is the total direct financial obligation of the City and County.

Third, the agreement calls for the City-owned property (land for the BTQ development and the former grocery store building) will be conveyed through the bargain and sale deed to the Developer.

## Prior Council or Other Entity Actions

[February 25, 2025](#) - City Council approved the formation of the Broomfield Town Square Business Improvement District on first reading.

[September 12, 2023](#) - Approved the Broomfield Town Square Filing No. 1 Site Development Plan and Urban Renewal Site Plan, Improvement Agreement, and Ownership and Maintenance Agreement.

[September 13, 2022](#) - Approved the Broomfield Town Square PUD Plan, Final Plat, and the Ninth Amendment to the 2016 Comprehensive Plan for a Land Use Map Amendment related the BTS property.

[November 12, 2020](#) - City Council and BURA approved a Supplemental Cost Sharing Agreement with Broomfield Town Square Alliance, LLC.

[August 25, 2020](#) - Approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2.

[November 12, 2019](#) - City Council and BURA approved a Redevelopment and Reimbursement Agreement with Broomfield Town Square Alliance, LLC.

[May 21, 2019](#) - City Council and BURA approved a Predevelopment Agreement with Broomfield Town Square Alliance, LLC.



## Boards and Commissions Prior Actions and Recommendations

[March 22, 2021](#) - Land Use Review Commission found and declared the Broomfield Town Square URA Plan to be consistent with the Comprehensive Plan and recommended approval of the plan.

## Proposed Actions / Recommendations

If Council desires to approve the Broomfield Town Square URA, the appropriate motion is...

**That Resolution No. 2025-69 be adopted.**

If Council desires to amend the boundary of the existing Broomfield Plaza-Civic Center URA, the appropriate motion is...

**That Resolution No. 2025-70 be adopted.**

If BURA desires to approve certain tax increment revenue sharing agreements related to the Town Square URA and amended Broomfield Plaza-Civic Center URA and authorize the Mayor, as BURA chair, to approve at a future date the Letter Agreement with Mile High Flood District, the appropriate motion is...

**That Resolution No. 2025-71-UR be adopted.**

## Alternatives

Council - Do not approve the Broomfield Town Square URA or amend Broomfield Plaza-Civic Center URA at this time.

BURA - do not approve the tax increment revenue sharing agreements.

This would delay the developer's ability to proceed with its bond issuance on the currently proposed schedule and delay the start of construction for the project.

## **Broomfield Town Square Development Background**

### **Approved Development Plans**

On [September 12, 2023](#), the City Council approved a site development plan, improvement agreement and other related agreements for the Broomfield Town Square development which comprises approximately 39 acres and is generally located northeast of Main Street and West 120th Avenue. Broomfield currently owns the properties and Broomfield's master planning documents have long envisioned a town square in this location.

The approved site development plan allows up to 491 residential units including 12 townhomes and 479 rental apartments and anticipates up to 63,590 square feet of commercial development including a redevelopment of the former grocery store in the initial phase. Significant public improvements, including a 4 acre lake, plaza and walk areas, and publicly accessible parking garage are also included in Phase 1. Future phases could include up to 152 additional residential units for a total of 643 residential units and up to 187,000 square feet of total commercial uses across the property.

### **Redevelopment and Reimbursement Agreement**

On [November 12, 2019](#), City Council approved a Redevelopment and Reimbursement Agreement concerning the Broomfield Town Square development. This Redevelopment Agreement addresses the sharing of revenues generated from within the property by Broomfield and the Broomfield Urban Renewal Authority (BURA) with the developer to assist with financing the public improvements included within the development.

Specifically, the Redevelopment Agreement commits Broomfield to sharing with the Developer the maximum net reimbursement amount of \$20M in tax increment revenue generated by the City and County from the project. If the developer issues bonds for development project financing, the reimbursement amount will include eligible financing costs for a gross maximum reimbursement total of up to \$54.0M. If the development financing does not include bond financing maximum gross reimbursement shall not exceed \$48M. In addition to the revenue sharing provisions, the Redevelopment calls for the transfer of the land owned by Broomfield, including the former grocery store and parking areas, to the developer for the purposes of redevelopment and development. This commitment extends until December 31, 2044. In addition to the sharing of tax increment revenue and property transfer, the City agreed in the Redevelopment Agreement to cooperate with the developer to form and/or adopt an Urban Renewal Plan, Business Improvement District, and Metropolitan District for the project. Such action will aid the developer in financing the public improvements required for the project.

### **Metropolitan District**

On [August 25, 2020](#), City Council approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2. The Service Plans include interest rate caps and a provision that an analysis of interest rates will be performed prior to the issuance of debt to assess reasonableness of the proposed interest rates. A maximum of \$104M of debt is authorized by the Service Plans. Any issuance of debt by the Metropolitan Districts will require the approval of the City and County Manager and City and County Attorney.

### **Business Improvement District**

The Broomfield Town Square Business Improvement District (BID) has been proposed to help finance the construction of public improvements within the development and to provide related operational and maintenance services. The BID, if approved, will construct, install or cause to be constructed or installed, certain public improvements including, without limitation, water services, safety protection devices and services, sanitation services, marketing, streetscape improvements, street improvements, gutters, culverts,

drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping, storm and wastewater management facilities, and associated land acquisition and remediation.

A BID operates pursuant to an Operating Plan approved by the City Council and is governed by a board of directors of no less than five (5) individuals appointed by the City Council and who serve at the pleasure of the Council. Board members must be eligible electors who live within the district's boundaries or own taxable real or personal property within the district. Each year the BID must submit to the City its Operating Plan and proposed budget no later than September 30th.

The BID is anticipated to hold an election on May 6, 2025 for the purposes of authorizing debt, taxes, revenue limits, spending limits, and special assessments. The initial maximum debt authorization for the BID shall be \$104M. This debt limit is an aggregate limit with the Metropolitan Districts so that, collectively, the BID and the Metropolitan Districts may not issue bonds in excess of \$104M. Similarly, the BID's taxing ability shall be constrained to debt service mill levy limitations of 50 mills in the aggregate when combined with the debt service mill levies of the Metropolitan Districts. An additional 15 mills is permitted for operations and administrative expenses. The maximum voted interest rate permitted for any debt issued by the BID shall be eight percent (8%) which may be increased to ten percent 10% with administrative approval of the City and County Manager and the City and County Attorney. The maximum underwriting discount shall be three percent (3%).

The BID may consider issuing debt beginning in 2026 if the issuance of debt is approved by the electors of the BID at the May 6, 2025 election.

# RESOLUTION NO. 2025-71-UR

A resolution authorizing and approving certain Tax Increment Revenue Agreements related to the Broomfield Town Square Urban Renewal Area Plan

## Recitals.

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

Whereas, Section 31-25-107(9.5)(a) of the Colorado Revised Statutes, requires the Authority to negotiate tax increment revenue agreements with any taxing entity whose incremental property tax revenues would be allocated under an Urban Renewal Area Plan prior to the plan being adopted by the City.

Whereas, the Authority has negotiated tax increment revenue agreements with each taxing entity that imposes a property tax levy within the plan area boundary of the Broomfield Town Square Urban Renewal Area Plan.

Whereas, said tax increment revenue agreements have been approved by the governing boards from Boulder Valley School District, North Metro Fire Rescue District, and Northern Colorado Water Conservancy District.

Whereas, staff with Mile High Flood District has informed the Authority that a Letter Agreement addressing the sharing of tax increment revenue will be approved by the district following approval of the Broomfield Town Square Urban Renewal Area Plan by the City.

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

## Section 1.

The Property Tax Increment Revenue Agreements by and between the Broomfield Urban Renewal Authority and (1) Boulder Valley School District; and (2) North Metro Fire Rescue District are hereby approved.

## Section 2.

The Intergovernmental Cooperation Agreement for Tax Increment Revenue Sharing by and between the Broomfield Urban Renewal Authority and Northern Colorado Water Conservancy District is hereby approved.

**Section 3.**

The Chair is authorized to sign and the secretary to attest the agreements, in form approved by the City and County Attorney.

**Section 4.**

The Chair is hereby authorized to acknowledge and approve a Letter Agreement to be issued and approved by Mile High Flood District that addresses the use of tax increment revenues within the Broomfield Town Square Urban Renewal Plan, in form approved by the City and County Attorney.

**Section 8.**

This resolution is effective upon its approval by the Authority.

Approved on March 25, 2025.

Broomfield Urban Renewal Authority

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

Approved as to form:

*NCR*

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

PROPERTY TAX INCREMENT REVENUE AGREEMENT  
(Boulder Valley School District, Broomfield Town Square and  
Broomfield Plaza-Civic Center Urban Renewal Projects )

1.0 PARTIES. This Agreement (the “Agreement”), is entered into as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the BROOMFIELD URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), whose address is One DesCombes Drive, Broomfield, Colorado 80020, and the BOULDER VALLEY SCHOOL DISTRICT, a body corporate and political subdivision of the State of Colorado (the “School District”), whose address is 6500 Arapahoe Road, Boulder, Colorado 80303. (The Authority and the School District are referred to herein individually as a “Party” and collectively as the “Parties.”)

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0. References to sections and exhibits mean the sections and exhibits of this Agreement, unless otherwise stated.

2.1 Broomfield Plaza-Civic Center Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the “Act”), the City Council (the “City Council”) of the City and County of Broomfield (the “City and County”) approved the Urban Renewal Plan for the Broomfield Plaza-Civic Center Urban Renewal Area on August 13, 2013, by Ordinance No. 1978 (the “BP-CC Plan”).

2.2 Proposed Substantial Modification of BP-CC Plan and Approval of new Broomfield Town Square Urban Renewal Plan. The City and County is considering a substantial modification of the BP-CC Plan by reducing its size from approximately 150 acres to approximately 134 acres (the “Modified BP-CC Area”) and incorporating the area excluded from the BP-CC Plan into a new urban renewal plan known as the Broomfield Town Square Urban Renewal Plan (the “Town Square Plan”). The proposed Town Square Plan area (the “Town Square Area”) is composed of land in the BP-CC Plan prior to its proposed substantial modification as illustrated on the map attached to and made a part of this Agreement as Exhibit A. Additional land will also be included from the Safeway Marketplace subdivision. The proposed substantial modification of the BP-CC Plan, the Town Square Plan, and the Impact Report required by the Act have been submitted to the District. The final substantial modification of the BP-CC Plan and the final Town Square Plan as approved by the City Council shall constitute the BP-CC Plan and Town Square Plan, respectively, for the purposes of this Agreement.

2.3 Effect of Modification of BP-CC Plan and Approval of Town Square Plan. Section 31-25-107(7) of the Act states that (a) the proposed modification of the BP-CC Plan and (b) approval of the Town Square Plan require compliance with certain provisions of the Act, including House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the “Amended 1348 Requirements”).

2.4 No Impairment of Existing Obligations. Section 31-25-107(9.5) of the Act states that notwithstanding any other provisions of law, nothing in the Amended 1348 Requirements is intended to impair, jeopardize, or put at risk any existing bonds, investments, loans, contracts, or financial obligations of the Authority (the “Existing Authority Financial Obligations”) by modification of the BP-CC Plan and approval of the Town Square Plan. The Existing Authority Financial Obligations are listed in Exhibit B.

2.5 Revenue Sharing. In accordance with the Act (including the Amended 1348 Requirements), the Authority and the School District desire to enter into this Agreement concerning the sharing of property tax increment revenues as hereinafter provided. The Parties desire to enter into this Agreement to provide for the transfer to the School District of certain portions of the property tax increment revenues received by the Authority pursuant to the Plans as more fully set forth in this Agreement.

2.6 Purpose of Agreement. The Authority has submitted to the School District the Impact Report (defined below) required by §31-25-107(3.5) of the Act. The Impact Report describes the benefits and burdens of the Town Square Plan and modified BP-CC Plan. The Parties desire to continue carrying out the modified BP-CC Plan and Town Square Plan, both of which authorize tax increment financing, in accordance with this Agreement without impairing any Existing Authority Financial Obligations.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

4.2 “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 “Agricultural Land” shall have the same meaning as defined in § 31-25-103 of the Act.

4.4 “Amended 1348 Requirements” means the legislation described in Section 2.3.

4.5 “Authority” means the Party described in Section 1.0, the Broomfield Urban Renewal Authority, a body corporate and politic of the State of Colorado.

4.6 “Base Value” means for the BP-CC Plan (as substantially modified) the recalculated Base Value for the Modified BP-CC Area as adjusted from time to time in accordance with the Act, and for the Town Square Area means the total assessed value of

the Town Square Area as of the date last certified and adjusted periodically in accordance with Section 31-25-107(9)(e) of the Act.

4.7 “BP-CC Plan” means the urban renewal plan as substantially modified and approved by the City Council as described in Section 2.2.

4.8 “City and County” means the City and County of Broomfield, Colorado.

4.9 “City Council” means the governing body of the City and County.

4.10 “Duration” means the twenty-five-year period that the tax increment or tax allocation provisions will be in effect in the Modified BP-CC Area and the Town Square Area, respectively, as specified in § 31-25-109(a) of the Act. For the Modified BP-CC Area, the Duration extends through 2038, the last year the Authority is authorized to receive property tax Increment revenues received by the Authority pursuant to the Plans. For the Town Square Area the Duration extends through 2050.

4.11 “Existing Authority Financial Obligations” means the financial obligations of the Authority listed in Exhibit B incurred in connection with the BP-CC Plan prior to its modification described in Section 2.2.

4.12 “Impact Report” means the impact report previously submitted to the School District setting forth the burdens and benefits of the Urban Renewal Projects on the School District and other taxing entities.

4.13 “Improvements” means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

4.14 “Modified BP-CC Area” means the area included in the BP-CC Plan after its modification to exclude the proposed Town Square Area.

4.15 “Party” or “Parties” means the Authority or the School District or both and their lawful successors and assigns.

4.16 “Plans” means, collectively, the BP-CC Plan and the Town Square Plan.

4.17 “Property Tax Increment Revenues” means the incremental property tax revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project or to make payments to the School District of the School District Increment pursuant to this Agreement.

4.18 “Retained Authority Increment” means the portion of the Property Tax Increment Revenues generated by the School District’s imposition of a mill levy in the current levy year of 27 mills and that may be increased pursuant to §22-54-106, C.R.S., which may be retained and expended by the Authority in accordance with Section 5.1 hereof.



4.19 “School District” means the Party described in Section 1.0, Boulder Valley School District, a body corporate and political subdivision of the State of Colorado.

4.20 “School District Account” means the account established by the Authority for each of the Plans into which the School District Increment will be deposited and paid to the School District.

4.21 “School District Increment” means the portion of the School District Increment generated by all current and future mill levies imposed by the School District, except the current levy year of mills increasing up to 27 mills levied by the School District pursuant to §22-54-106, C.R.S., which School District Increment shall be paid directly to the School District by the City and County Treasurer in accordance with Section 5.1 hereof.

4.22 “Special Fund” means the fund described in the BP-CC Plan, the Town Square Plan, and § 31-25-107(9)(a)(II) of the Act.

4.23 “Town Square Area” means the area formerly in the boundaries of the BP-CC Plan and included in the boundaries of the Town Square Plan and additional land included from the Safeway Marketplace subdivision included in the boundaries of the Town Square Plan.

4.24 “Town Square Plan” means the urban renewal plan described in Section 2.2.

4.25 “Urban Renewal Projects” means all undertakings and activities, or any combination thereof, required to carry out the BP-CC Plan and Town Square Plan, respectively, pursuant to the Act.

5.0 SHARING OF SCHOOL DISTRICT REVENUES. In accordance with the Recitals, the Amended 1348 Requirements, and to obtain the agreement of the School District, the Parties have negotiated and agreed to distribution of the Property Tax Increment Revenues as set forth herein.

5.1 Allocation of Property Tax Increment Revenues. The School District and the Authority agree that the City and County Treasurer shall pay directly into the funds of the School District for the School District’s use as determined by its Board of Education, the School District Increment on or before the 20<sup>th</sup> day of each month, commencing on the date of approval by the City of the Town Square Plan and ending upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with §31-25-107(9)(a)(II) of the Act. The School District and the Authority agree that the Authority may retain and expend, in furtherance of the Urban Renewal Project authorized under the Town Square Plan, the Retained Authority Increment, commencing on the date of approval by the City of the Plan and ending upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with §31-25-107(9)(a)(II) of the Act. Upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans,

advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with §31-25-107(9)(a)(II) of the Act, all Property Tax Increment Revenues shall be paid by the City and County Treasurer to the School District. The Authority shall annually provide a written report to the School District on progress towards completion of the Improvements. The report shall include information related to any material changes in project scope or cost.

5.2 Distribution of Property Tax Increment Revenues. All School District Increment upon receipt by the City and County Treasurer shall be paid directly to the School District in accordance with Section 5.1 hereof. The Retained Authority Increment will be deposited into the Special Fund to be utilized in accordance with Section 5.1 hereof. No School District Increment will be deposited or transferred into any other Authority fund or into the general fund or any other fund. Notwithstanding the provisions of Sections 5.1 and 5.2 hereof, in the event the City and County Treasurer determines, upon the advice of its legal counsel and written notice to the Parties, that direct payment of the School District Increment to the School District as provided in Sections 5.1 and 5.2 is not permitted under the Act and thereafter distributes the School District Increment to the Authority for the account of the School District, the Authority will pay the School District Increment to the School District on or before the 20<sup>th</sup> day of each month in the same manner as otherwise provided in Sections 5.1 and 5.2 if the distribution had been made by the City and County Treasurer directly to the School District.

6.0 CONSENTS AND WAIVERS. In consideration of the creation of the School District Account and the transfer of the School District Increment to the School District as described in Section 5.1, this Agreement shall constitute the agreement in writing by the School District to the following provisions.

6.1 Consent to Adoption of Plans. The School District consents to the adoption of the Plans pursuant to the Act.

7.0 NOTIFICATION OF SUBSTANTIAL MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the School District of any proposed modification of the Plans as required by §§31-25-107(3.5)(a) and 107(7) of the Act. This Agreement is not part of the Plans.

8.0 WAIVER. Except for the notices required by this Agreement, the School District, as authorized by § 31-25-107(9.5)(b) and § 31-25-107(11) of the Act, hereby waives any provision of the Act that provides, in connection with the adoption of the Plans and the execution of this Agreement, for notice to the School District, requires any filing with or by the School District, , provided, however, the School District shall have the right to enforce this Agreement with respect to use and receipt of the School District Increment in accordance with Section 5.1 or the right to file an action in district court for an order determining whether the modification is a substantial modification.

9.0 AGREEMENT CONFINED TO SCHOOL DISTRICT INCREMENT. This Agreement applies only to the Property Tax Increment Revenues, as calculated, produced, collected and paid

to the Authority from the Modified BP-CC Area and the Town Square Area by the City and County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City and County or the Authority.

10.0 PLEDGE OF REVENUES. This Agreement is an indebtedness of the Authority pursuant to § 31-25-107(9)(a)(II) of the Act. The Authority has elected to apply the provisions of C.R.S. § 11-57-208, to this Agreement. The Authority hereby pledges the School District Increment to the School District. The School District Increment, when and as received by the Authority shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the School District Increment shall have priority over any of all other obligations and liabilities of the Authority. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such lien.

#### 11.0 MISCELLANEOUS.

11.1 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; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

11.2 Termination and Subsequent Legislation or Litigation. In the event of termination of any of the Plans, the Authority may terminate this Agreement by delivering written notice to the School District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the Effective Date of this Agreement that invalidates or materially effects any provisions or interests of the Parties hereof, including without limitation any effect upon the School District's Total Program as defined in § 22-54-104, C.R.S. attributable to State of Colorado legislation that reduces the state's share of Total Program with respect to urban renewal areas, plans or projects, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not materially impair any otherwise valid contracts in effect at such time or reduce the state's share of the School District's Total Program as provided herein and under current law.

11.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

11.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

11.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

11.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

11.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

11.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

11.9 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

11.10 No Assignment. No Party may assign any of its rights or obligations under this Agreement.

11.11 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

11.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11.13 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the School District are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid

counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

11.14 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

11.15 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.

11.16 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in Section 1.0.

11.17 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.

11.18 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

11.19 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.20 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. § 31-25-107(9.5).

IN WITNESS WHEREOF, the Authority and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

THE BROOMFIELD URBAN RENEWAL  
AUTHORITY

ATTEST:

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

\_\_\_\_\_  
Secretary

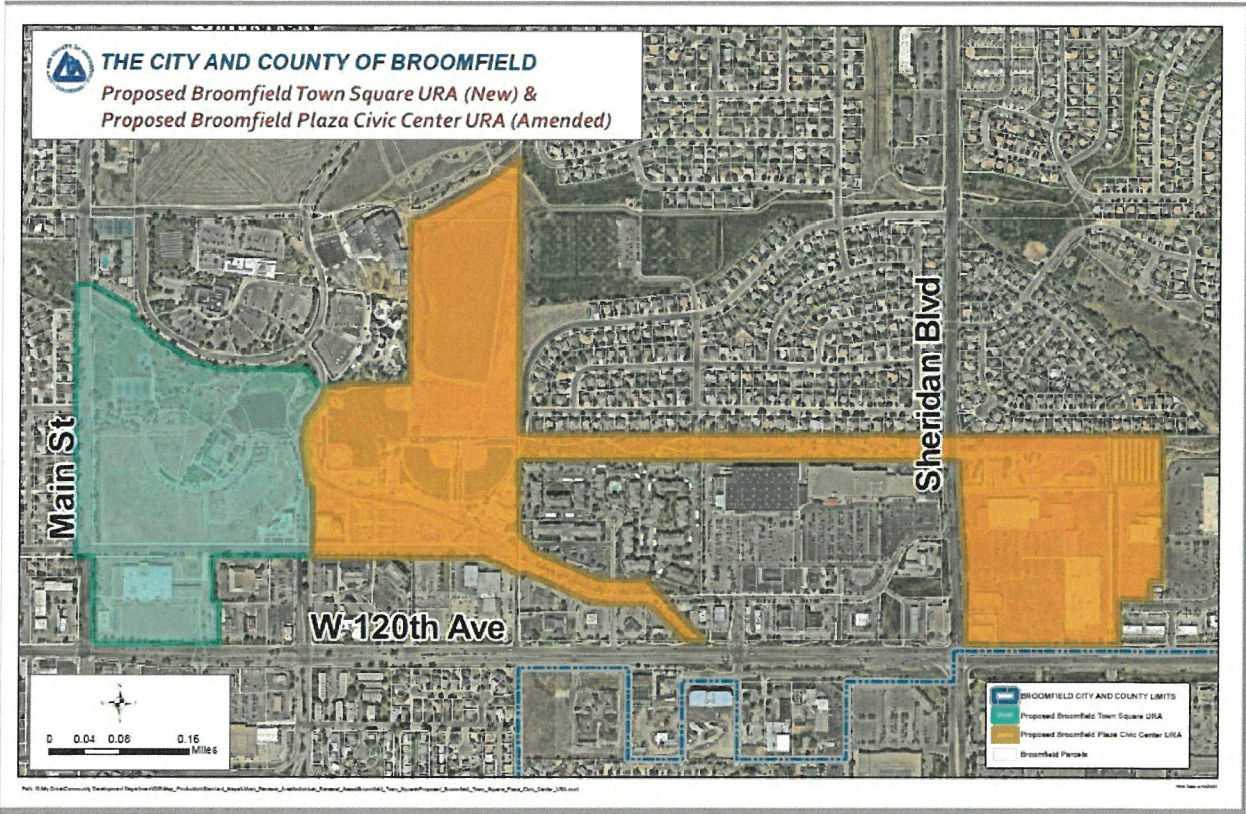
BOULDER VALLEY SCHOOL DISTRICT

ATTEST:

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

  
\_\_\_\_\_  
Secretary

Exhibit A



**Exhibit B**  
**Existing Authority Financial Obligations**

1. Redevelopment and Reimbursement Agreement by and between the Broomfield Urban Renewal Authority, the City and County of Broomfield, and Broomfield Town Square Alliance, LLC dated October 22, 2019.



PROPERTY TAX INCREMENT REVENUE AGREEMENT  
(North Metro Fire Rescue District - Broomfield Plaza-Civic Center  
and Broomfield Town Square Urban Renewal Projects)

1.0 PARTIES. This Agreement (the “Agreement”), is entered into as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the BROOMFIELD URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), whose address is One DesCombes Drive, Broomfield, Colorado 80020, and the NORTH METRO FIRE RESCUE DISTRICT, a political subdivision of the State of Colorado (the “District”), whose address is 101 Spader Way, Broomfield, Colorado 80020. (The Authority and the District are referred to herein individually as a “Party” and collectively as the “Parties.”)

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0. References to sections and exhibits mean the sections and exhibits of this Agreement, unless otherwise stated.

2.1 Broomfield Plaza-Civic Center Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the “Act”), the City Council (the “City Council”) of the City and County of Broomfield (the “City and County”) approved the Urban Renewal Plan for the Broomfield Plaza-Civic Center Urban Renewal Area on August 13, 2013, by Ordinance No. 1978 (the “BP-CC Plan”).

2.2 Proposed Substantial Modification of BP-CC Plan and Approval of new Broomfield Town Square Urban Renewal Plan. The City and County is considering a substantial modification of the BP-CC Plan by reducing its size from approximately 150 acres to approximately 134 acres (the “Modified BP-CC Area”) and incorporating the area excluded from the BP-CC Plan into a new urban renewal plan known as the Broomfield Town Square Urban Renewal Plan (the “Town Square Plan”). The proposed Town Square Plan area (the “Town Square Area”) is composed of land in the BP-CC Plan prior to its proposed substantial modification as illustrated on the map attached to and made a part of this Agreement as Exhibit A. Additional land will also be included from the Safeway Marketplace subdivision. The proposed substantial modification of the BP-CC Plan, the Town Square Plan, and the Impact Report required by the Act have been submitted to the District. The final substantial modification of the BP-CC Plan and the final Town Square Plan as approved by the City Council shall constitute the BP-CC Plan and Town Square Plan, respectively, for the purposes of this Agreement.

2.3 Effect of Modification of BP-CC Plan and Approval of Town Square Plan. Section 31-25-107(7) of the Act states that (a) the proposed modification of the BP-CC Plan and (b) approval of the Town Square Plan require compliance with certain provisions of the Act, including House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the “Amended 1348 Requirements”).

2.4 No Impairment of Existing Obligations. Section 31-25-107(9.5) of the Act states that notwithstanding any other provisions of law, nothing in the Amended 1348 Requirements is intended to impair, jeopardize, or put at risk any existing bonds, investments, loans, contracts, or

financial obligations of the Authority (the “Existing Authority Financial Obligations”) by modification of the BP-CC Plan and approval of the Town Square Plan.

2.5 Purpose of Agreement. The Authority has submitted to the District the Impact Report (defined below) required by Section 31-25-107(3.5) of the Act. The Impact Report describes the benefits and burdens of the Town Square Plan and modified BP-CC Plan. The Parties desire to continue carrying out the modified BP-CC Plan and Town Square Plan, both of which authorize TIF Financing, in accordance with the original intent and purpose of the BP-CC Plan and without impairing Existing Authority Financial Obligations.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties as follows.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

4.2 “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 “Amended 1348 Requirements” means the legislation described in Section 2.4.

4.4 “Authority” means the Party described in Section 1.0, the Broomfield Urban Renewal Authority, a body corporate and politic of the State of Colorado.

4.5 “Available Property Tax Increment Revenues” means all Property Tax Increment Revenues remaining in each Special Fund for the BP-CC Plan and the Town Square Plan after payment of the Existing Authority Financial Obligations, which include the District Revenues pursuant to Section 5.1.

4.6 “Base Value” means for the BP-CC Plan (as substantially modified) the recalculated Base Value for the Modified BP-CC Area as adjusted from time to time in accordance with the Act, and for the Town Square Area means the total assessed value of the Town Square Area as of the date last certified and adjusted periodically in accordance with Section 31-25-107(9)(e) of the Act.

4.7 “BP-CC Plan” means the urban renewal plan as substantially modified and approved by the City Council as described in Section 2.2.

4.8 “Bonds” shall have the same meaning as defined in Section 31-25-103 of the Act and includes the Existing Authority Financial Obligations.

4.9 “City and County” means the City and County of Broomfield, Colorado.

4.10 “City Council” means the governing body of the City and County.

4.11 “District” means the Party described in Section 1.0, the North Metro Fire Rescue District, a political subdivision of the State of Colorado.

4.12 “District Account” means the account established by the Authority for each of the Plans into which the District Revenues will be deposited and paid to the District.

4.13 “District Revenues” means 100% of the revenues derived from the District assessing its property tax mill levy, including additional revenues resulting from any increase in the District’s mill levy that its approved by its voters after the effective date of this Agreement, against the Increment Value of the assessment roll described in Section 31-25-107(9)(a)(II) of the Act allocated to each Special Fund for the Duration of the respective Urban Renewal Projects and any subsequent substantial modifications thereof, but not including any offsets collected by the Broomfield County Treasurer for return of overpayments or any reserve funds retained by the Authority for such purposes in accordance with Sections 31-25-107(9)(a)(III) and (b) of the Act or any City and County collection fees applied or owed.

4.14 “Duration” means the twenty-five-year period that the tax increment or tax allocation provisions will be in effect in the Modified BP-CC Area (which time period will remain as originally approved on August 13, 2013) and the Town Square Area, respectively, as specified in Section 31-25-109(a) of the Act. For the Modified BP-CC Area, the Duration extends through 2038, the last year the Authority is authorized to receive Property Tax Increment Revenues. For the Town Square Area the Duration extends through 2050.

4.15 “Existing Authority Financial Obligations” means the financial obligations of the Authority incurred in connection with the BP-CC Plan to date.

4.16 “Impact Report” means the impact report previously submitted to the District setting forth the burdens and benefits of the Urban Renewal Projects on the District and other taxing entities.

4.17 “Increment Value” for the BP-CC Area means the adjusted value of the increment portion of the assessment roll for the Modified BP-CC Area as further adjusted from time to time in accordance with the Act, and for the Town Square Area means the increase in assessed value, if any, above the Base Value (as described in Section 4.6) of the Town Square Area as adjusted from time to time in accordance with the Act.

4.18 “Modified BP-CC Area” means the area included in the BP-CC Plan after its modification to exclude the proposed Town Square Urban Renewal Area.

4.19 “Plans” means, collectively, the BP-CC Plan and the Town Square Plan.

4.20 “Party” or “Parties” means the Authority or the District or both and their lawful successors and assigns.

4.21 “Special Fund” means the fund described in the BP-CC Plan, the Town Square Plan, and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.22 “TIF” and “TIF Financing” mean tax increment financing based on the revenue produced from the levy of taxing entities upon the Incremental Value of the property tax assessment roll described in Section 31-25-107(9)(a)(II) of the Act and in the respective Plans.

4.23 “Town Square Area” means the area formerly in the boundaries of the BP-CC Plan and included in the boundaries of the Town Square Plan.

4.24 “Town Square Plan” means the urban renewal plan described in Section 2.2.

4.25 “Urban Renewal Projects” means the total of the undertakings and activities, or any combination thereof, required to carry out the Plans pursuant to the Act.

5.0 PAYMENT OF DISTRICT REVENUES. To comply with the Amended 1348 Requirements and in consideration of the increase in District revenues shown in the Impact Report, increases in Base Value based on general reassessments, and the provision of fire, rescue and medical services in the both Urban Renewal Projects, the Parties have agreed that the Authority shall pay the District Revenues produced in the Urban Renewal Projects for the Duration of each specified in Section 4.14.

5.1 The District Revenues. The Authority agrees to calculate and pay to the District, the District Revenues it receives each year from the City and County Treasurer. The District Revenues shall be placed in a separate District Account created for such purpose within each Special Fund established for each of the Plans. Commencing on the date of this Agreement and for the Duration of each of the BP-CC Plan and Town Square Plan, respectively, the Authority, on or before the 20<sup>th</sup> day of each month, shall pay all such District Revenues received into each such account to help pay the reasonable and necessary costs of providing fire, rescue and medical services, and mitigate all other impacts on District services or revenues.

5.2 Subordination Consent Required. With the prior written consent of the District, the obligation of Authority to pay all or part of the District Revenues to the District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with Bonds, including loans or advances to, or indebtedness incurred by Authority for financing or refinancing, in whole or in part, each of the Urban Renewal Projects as applicable.

6.0 CONSENTS AND WAIVERS. In consideration of the creation of the District Account and the transfer of the District Revenues to or on behalf of the District as described in Section 5.1, this Agreement shall constitute the agreement in writing by the District to the following provisions.

6.1 Pledge of Available Property Tax Increment Revenues. Except for the District Revenues, which are governed by this Agreement, the District recognizes and agrees that in reliance on this Agreement, the adoption and approval of the substantial modification of the BP-

CC Plan and the Town Square Plan includes an irrevocable pledge of all of the Available Property Tax Increment Revenues to pay the Authority's Bonds and other financial obligations in connection with the Urban Renewal Projects included in the Plans. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. The Available Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge without any physical delivery, filing, or further act and is and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Available Property Tax Increment Revenues as provided herein shall be governed by Section 11-57-208, C.R.S. The lien of such pledge on the Available Property Tax Increment Revenues shall have priority over any or all other obligations and liabilities of the Parties with respect to the Available Property Tax Increment Revenues.

7.0 NOTIFICATION OF SUBSTANTIAL MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any intended substantial modification of the Plans as required by Section 31-25-107(3.5) (a) of the Act. This Agreement is not part of the Plans.

8.0 WAIVER. Except for the notices required by this Agreement, the District, as authorized by Section 31-25-107(9.5)(b) and Section 31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the District, requires any filing with or by the District, requires or permits consent from the District, and provides any enforcement right to the District for the Duration of each of the Plans, provided, however, the District shall have the right to enforce this Agreement with respect to use and receipt of the District Revenues in accordance with Section 5.1. The District agrees to timely notify the Authority in writing of Future Debt Service Mill Levies or Future Mill Levy Overrides by February 1 of the year following voter approval thereof.

9.0 AGREEMENT CONFINED TO DISTRICT REVENUES. This Agreement applies only to the District Revenues, as calculated, produced, collected and paid to the Authority from the Modified BP-CC Area and the Town Square Area by the City and County Treasurer in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City and County or the Authority.

## 10.0 MISCELLANEOUS.

10.1 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; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

10.2 Subsequent Legislation or Litigation. The Parties agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts or Authority financial obligations in effect at such time.

10.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

10.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

10.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

10.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

10.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

10.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of any lawful financing obligation.

10.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

10.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement.

10.12 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10.13 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

10.14 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

10.15 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.

10.16 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in Section 1.0.

10.17 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 Section 24-11-101(1) C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

IN WITNESS WHEREOF, the Authority and the District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

THE BROOMFIELD URBAN RENEWAL  
AUTHORITY

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

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



NORTH METRO FIRE RESCUE DISTRICT

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

ATTEST:

 \_\_\_\_\_



**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR  
TAX INCREMENT REVENUE SHARING (PASS THROUGH)  
BY AND BETWEEN  
BROOMFIELD URBAN RENEWAL AUTHORITY AND NORTHERN COLORADO  
WATER CONSERVANCY DISTRICT**

This Intergovernmental Cooperation Agreement for Tax Increment Revenue Sharing (Pass Through) (the “**Agreement**”) is entered into as of January 16, 2025 (the “**Effective Date**”) by and between the BROOMFIELD URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “**Authority**”), whose address is One DesCombes Drive, Broomfield, Colorado 80020, and the NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a quasi-municipal entity and political subdivision of the State of Colorado formed pursuant to C.R.S. 37-45-101 *et seq* (“**Water Conservancy District**”), whose address is 220 Water Avenue, Berthoud, CO 80513. The Authority and the Water Conservancy District are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

The following recitals are incorporated in and made a part of this Agreement, as noted in Section 1 below. Capitalized terms used herein and not otherwise defined are defined in Section 2 below.

A. **Redevelopment.** Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the “Act”), the City Council (the “City Council”) of the City and County of Broomfield (the “City and County”) approved the Urban Renewal Plan for the Broomfield Plaza-Civic Center Urban Renewal Area on August 13, 2013, by Ordinance No. 1978 (the “BP-CC Plan”) to be redeveloped as a mixed-use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. **Proposed Substantial Modification of BP-CC Plan and Approval of new Town Square Urban Renewal Plan.** The City and County is considering a substantial modification of the BP-CC Plan by reducing its size from approximately 150 acres to approximately 52 acres (the “Modified BP-CC Area”) and incorporating the area excluded from the BP-CC Plan into a new urban renewal plan known as the Town Square Urban Renewal Plan (the “Town Square Plan”). The proposed Town Square Plan area (the “Town Square Area”) is composed entirely of land in the BP-CC Plan prior to its proposed substantial modification as illustrated on the map attached to and made a part of this Agreement as Exhibit A. The proposed substantial modification of the BP-CC Plan, the Town Square Plan, and the Impact Report required by the Act have been submitted to the District. The final substantial modification of the BP-CC Plan and the final Town Square Plan as approved by the City Council shall constitute the BP-CC Plan and Town Square Plan, respectively, for the purposes of this Agreement.

C. Effect of Modification of BP-CC Plan and Approval of Town Square Plan. Section 31-25-107(7) of the Act states that (a) the proposed modification of the BP-CC Plan and (b) approval of the Town Square Plan require compliance with certain provisions of the Act, including House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the “Amended 1348 Requirements”).

D. Urban Renewal and Tax Increment Financing. To accomplish the redevelopment and to provide certain required improvements, the Authority has recommended that the Project be entitled the “Town Square Plan,” which Plan will authorize the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”), to pay Eligible Costs of the Improvements. The Plan has been provided to the Water Conservancy District under separate cover. The final version of the Plan as approved by the City Council shall be the “Plan” for purposes of this Agreement. The Parties hereto hereby approve the Plan in all respects, including any and all amendments thereto, so long as they have no effect on the agreement herein.

E. Taxing Entity. The Water Conservancy District’s boundaries overlap the Authority’s jurisdictional boundaries and the Water Conservancy District has the authority to impose a mill levy pursuant to C.R.S. §37-45-121 on the Property included within the proposed Urban Renewal Area.

F. Equitable Deal Structure. The District and the Authority, along with other taxing districts, have undertaken to prepare an equitable deal structure.

G. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Plan on the Water Conservancy District services associated solely with the Plan.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated into and made a part of this Agreement.

2. DEFINITIONS. As used in this Agreement:

2.1 “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

2.2 “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

2.3 “**Agricultural Land**” has the meaning set forth in Section 6 hereof.

2.4 “**Authority**” means the Broomfield Urban Renewal Authority, a body corporate and politic of the State of Colorado.

2.5 “**Base Value**” means for the BP-CC Plan (as substantially modified) the recalculated Base Value for the Modified BP-CC Area as adjusted from time to time in accordance with the Act, and for the Town Square Area means the total assessed value of the Town Square Area as of the date last certified and adjusted periodically in accordance with Section 31-25-107(9)(e) of the Act.

2.6 “**BP-CC Plan**” means the urban renewal plan as substantially modified and approved by the City Council as described in Recitals.

2.7 “**Bonds**” shall have the same meaning as defined in §31-25-103 of the Act.

2.8 “**City and County**” means the City and County of Broomfield, Colorado.

2.9 “**Duration**” means the 25-year period that the tax increment or tax allocation provisions will be in effect in the Modified BP-CC Area (which time period will remain as originally approved on August 13, 2013) and the Town Square Area, respectively, as specified in Section 31-25-109(a) of the Act. For the Modified BP-CC Area, the Duration extends through 2038, the last year the Authority is authorized to receive Property Tax Increment Revenues. For the Town Square Area the Duration extends through 2050.

2.10 “**Eligible Costs**” means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

2.11 “**Impact Report**” means the impact report previously submitted to the District setting forth the burdens and benefits of the Urban Renewal Projects on the District and other taxing entities.

2.12 “**Improvements**” means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

2.13 “**Increment Value**” for the BP-CC Area means the adjusted value of the increment portion of the assessment roll for the Modified BP-CC Area as further adjusted from time to time in accordance with the Act, and for the Town Square Area means the increase in assessed value, if any, above the Base Value (as described in Section 4.6) of the Town Square Area as adjusted from time to time in accordance with the Act.

2.14 “**Modified BP-CC Area**” means the area included in the BP-CC Plan after its modification to exclude the proposed Town Square Urban Renewal Area.

2.15 “**Party**” or “**Parties**” means the Authority and the Water Conservancy District, or each and their lawful successors and assigns.

2.16 “**Plan**” means the urban renewal plan defined in Recitals above.

2.17 “**Project**” shall have the same meaning as Urban Renewal Project.

2.18 “**Property Tax Increment Revenues**” means the incremental property tax revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project.

2.19 “**Remitted Water Conservancy District Increment**” means 100% of the Water Conservancy District Increment which must be remitted to the Water Conservancy District by the Authority in accordance with Section 4 hereof.

2.20 “**Special Fund**” means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

2.21 “**TIF**” means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

2.22 “**Urban Renewal Area**” means the area included in the boundaries of the Plan.

2.23 “**Urban Renewal Project**” means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

2.24 “**Water Conservancy District Increment**” means the portion of Property Tax Increment Revenues generated by the Water Conservancy District mill levy, received by the Authority from the City and County Treasurer.

3. **IMPACT REPORT.** The Parties acknowledge receipt of, and the opportunity to review, the Impact Report, submitted in accordance with CRS. §31-25-107(3.5)(a). The Impact Report describes the benefits and burdens associated solely with the Plan and is hereby incorporated by reference. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, the District hereby waives any other statutory requirements related to receipt of the Impact Report.

4. **PROPERTY TAX INCREMENT REVENUES.** In compliance with the requirements of §31-25-107(9.5)(a) of the Act, including the Amended 1348 Requirements, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues remittance as set forth herein.

4.1 **Remitted Water Conservancy District Increment.** The Water Conservancy District and the Authority agree that the Authority shall remit 100% of the Water Conservancy District Increment (as previously defined, the “Remitted Water Conservancy District Increment”) to the Water Conservancy District on or before the 20<sup>th</sup> day of each month, **commencing on the date of approval by the City and County of the Plan and ending upon the earlier of:** 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any,

incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with §31-25-107(9)(a)(II) of the Act.

4.2 When the remittance ends upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with §31-25-107(9)(a)(II) of the Act, the entire Water Conservancy District Increment shall be paid by the County Treasurer to the Water Conservancy District and not to the Authority. The Authority shall annually provide a written report to the Water Conservancy District on progress towards completion of the Improvements. The report shall include information related to any significant changes in project scope or cost.

4.3 All Water Conservancy District Increment upon receipt by the Authority will be deposited into the Special Fund to be utilized in accordance with this Section 4 hereof. No Water Conservancy District Increment will be deposited or transferred into any other Authority fund or into the general fund or any other fund.

5. PLEDGE OF PROPERTY TAX INCREMENT REVENUES. The Water Conservancy District and the Authority recognize and agree that this Agreement is an indebtedness of the Authority under §31-25-107(9)(a)(II) of the Act and the Authority has elected to apply the provisions of §11-57-208, C.R.S., to this Agreement with respect to the Remitted Water Conservancy District Increment. The Remitted Water Conservancy District Increment, when and as received by the Authority is and shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Remitted Water Conservancy District Increment shall have priority over any or all other obligations and liabilities of the Authority with respect to the Remitted Water Conservancy District Increment. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such lien.

6. WAIVER. The Water Conservancy District acknowledges and agrees that the execution of this Agreement satisfies the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF financing in accordance with the Plan, and notices related thereto, except those that may apply to future modifications of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the Water Conservancy District hereby waives any provision of the Act that provides for notice to, requires any filing with or by, requires or permits consent from, or provides any enforcement right to the Water Conservancy District. The Water Conservancy District agrees that it has received information on the estimated impacts of the Plan on the Water Conservancy District services associated with the Plan in the form of the Impact Report which is incorporated herein by reference, and therefore hereby deems that requirement satisfied; provided however, the Impact Report does not reflect the Parties agreement herein for the Remitted Water Conservancy District Increment as described in paragraph 5.1.

7. LIMITATION OF AGREEMENT. This Agreement applies only to the Water Conservancy District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the County Treasurer in accordance with §31-25-107(9)(a)(II) of the

Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the County, Town or the Authority.

8. MISCELLANEOUS.

8.1 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; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.

8.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the Water Conservancy District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.



8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrance of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

8.12 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.13 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.14 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or the Water Conservancy District are hereby authorized to execute this Agreement electronically via electronic signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

8.15 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

8.16 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.

8.17 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

8.18 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.

8.19 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

8.20 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.21 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including, without limitation, C.R.S. §31-25-107(9.5).


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Water Conservancy District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

NORTHERN COLORADO WATER  
CONSERVANCY DISTRICT


ATTEST:

By:

  
\_\_\_\_\_  
Sandra A. Blackburn

By:

Title:

  
\_\_\_\_\_  
General Manager

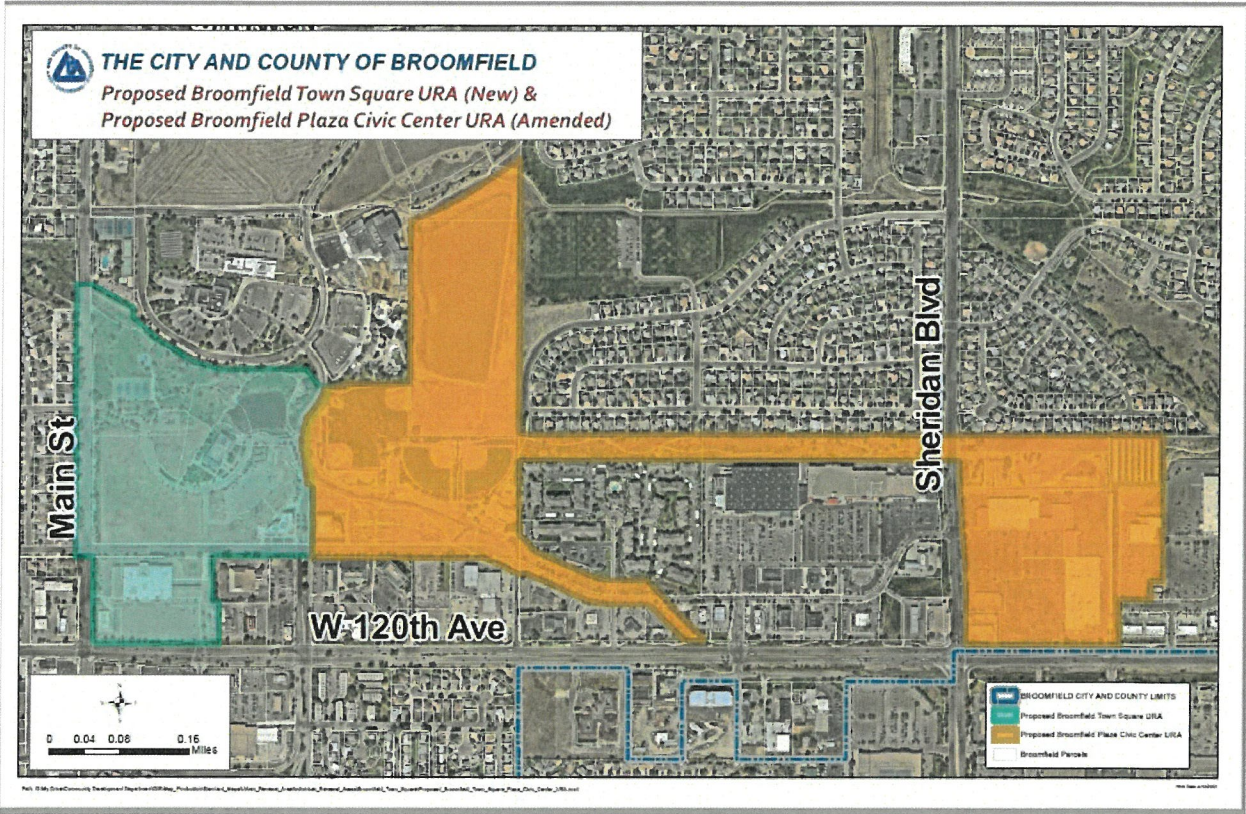
BROOMFIELD URBAN RENEWAL  
AUTHORITY

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

ATTEST: \_\_\_\_\_

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

Exhibit A



April 16, 2021

Patrick Quinn, Chair  
Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, CO 80020

RE: Broomfield Town Square Urban Renewal Plan

Dear Mr. Quinn:

This letter agreement (“Agreement”) is entered into pursuant to Section 31-25-107(9.5), C.R.S. The Urban Drainage and Flood Control District d/b/a Mile High Flood District (“District”) understands that the Broomfield Urban Renewal Authority (“Authority”) and the City and County of Broomfield (“Broomfield”) intend to adopt the Broomfield Town Center Urban Renewal Plan (the “Plan”) and to create the Broomfield Town Square Urban Renewal Area.

The District is in receipt of the proposed Plan creating the Broomfield Town Square Urban Renewal Area as proposed to the City Council of Broomfield and, the proposed Ordinance establishing the Tax Increment Area and authorizing the use of property tax increment and sales tax increment for redevelopment of the Urban Redevelopment Area.

The District agrees that in accordance with C.R.S. § 31-25-107(9.5), that the District has received proper notice of the proposed Plan and that the Authority and the District are entering into this agreement to address the estimated impacts of the Plan on District services associated solely with the Plan. The District has determined that there are no material impacts to District services caused by the proposed Plan and the creation of the Tax Increment Area and therefore the tax increment derived from the District’s mill levy shall be allocated to the Authority. The parties agree that this Agreement satisfies the requirements of C.R.S. § 31-25-107(9.5)(a).

The District further agrees that, as permitted under C.R.S. § 31-25-107(9.5)(b)(i), the District waives the requirements of (i) any future notice, except for substantial modifications or amendments to the Plan, including the addition of a project or regarding the modification of the Tax Increment Area under the Plan, (ii) any future filings with or by the District, (iii) any requirement for future consent by the District, except consent to any substantial modifications or amendments to the Plan, including the addition of a project or regarding the modification of the Tax Increment Area under the Plan and (iv) any enforcement right regarding the Plan, or matters contemplated under the Plan, except that the District shall have the right to take any actions necessary to enforce this Agreement.

If Broomfield and the Authority desire that the drainage and flood control facilities constructed as part of the Plan be eligible for future District maintenance assistance, they shall comply with all terms and conditions of Amended Resolution No. 38, Series of 2011 as amended by Resolution 21, Series of 2016, including but not limited to Resolution No. 26, Series of 1983 of the District.



The consent of the District to the Plan will expire and be of no force and effect unless the Town Square Urban Renewal Project is commenced by December 31, 2026.

If this letter correctly reflects our agreement, please sign below and return a fully-executed original to me.

Respectfully,

ACKNOWLEDGED AND AGREED:

BROOMFIELD URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
Patrick Quinn, Chair

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

**SAMPLE**



# City and County of Broomfield

## City Council Regular Meeting

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### D. Public Hearing - 11961 Quay Street Use by Special Review and Rezoning First Reading

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Action Items Item: 7D.
Presented By	
Lynn Merwin	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

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

The applicant has submitted an application for consideration of a Rezoning and a Use by Special Review for the property located at 11961 Quay Street. The purpose of this proposal is to formalize the location of an outdoor storage area, which the owner uses to store eight equipment trailers for the neighboring Broomfield Rentals Incorporated.

### **Attachments**

[11961 Quay Street \(TLC Car Wash\) Rezoning and USR - 1st Reading City Council Memo.pdf](#)  
[Resolution No. 2025-60 11961 Quay Street USR.pdf](#)  
[Ordinance No. 2264 - Rezoning 1st Reading.pdf](#)



## Summary

[View Correspondence](#) and [BroomfieldVoice Page](#)

[View Presentation](#)

The applicant, Kyle Williams, has submitted an application for consideration of a Rezoning and a Use by Special Review for the property located at 11961 Quay Street. The purpose of this proposal is to formalize the location of an outdoor storage area, which the owner uses to store eight equipment trailers for the neighboring Broomfield Rentals Incorporated. The two businesses are both owned by Kyle Williams.

The subject property includes a car wash, which is permitted by the C-1(J) zone district, and storage of trailers. The storage of trailers is not a permitted use. To bring the trailer storage use into compliance, the applicant is requesting to rezone from the C-1(J) Jefferson County legacy zone district to the Broomfield I-2 zone district, and has requested a Use by Special Review (USR) to allow the storage of eight equipment trailers, enclosed and screened by a fence as required by the Broomfield Municipal Code.

No physical changes to the property are proposed beyond the installation of the new screening fence and gate for access.

The proposed USR can be approved conditionally upon the final approval of the rezoning of the property on second reading.

## Financial and Economic Considerations

The proposed rezoning and Use by Special Review would allow the property owner, and operating businesses, to continue their current activities. While the storage trailers have been a non-comforming use, the businesses operating have provided some unique community services as well some entry-level, first-job opportunities over a number of years.

The net fiscal benefit of the current activities is positive, but relatively small; with tax revenues primarily coming from property taxes and limited sales tax.

If this proposed rezoning and use were not to be approved, the applicant would no longer be able to operate a portion of the business activity (utilizing the equipment trailers for business or leased storage).

## Prior Council or Other Entity Actions

- The Olson Subdivision plat was approved in 1952 in Jefferson County.
- The Olson Addition subdivision plat was approved 1954 in Jefferson County.
- The Olson Subdivision and the Olson Addition were annexed to Broomfield in 1969.

## Boards and Commissions Prior Actions and Recommendations

The Land Use Review Commission reviewed the proposal on February 10, 2025, and voted unanimously to recommend approval of the proposal with no conditions.

## Proposed Actions / Recommendations

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

That Ordinance No. 2264 be adopted on first reading and ordered published in full, and that a public hearing and second reading of the Ordinance be held on April 8, 2025, at 6 pm as allowed by City Council Procedures and Rules of Order.

That Resolution No. 2025-60 be approved subject to the condition that Ordinance No. 2264 is approved.

## Alternatives

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

- Postpone action on the resolution and ordinance and continue the hearing to a date certain; or
- Remand the application to the Land Use Review Commission; or
- Do not approve Ordinance No. 2264, and recommend denial of the application, directing the City and County Attorney to draft findings to support denial of the application and continue the application for a decision to a date certain.

## Key Details

### Project Website

<https://www.broomfieldvoice.com/tlc-carwash-outdoor-storage>

### Links to Application Materials

[Letter of Request](#)

[Use by Special Review Plan](#)

### How to Submit Public Comments on this Proposal

Email directly to [Planning@broomfield.org](mailto:Planning@broomfield.org)

### Key Issues Identified By Staff

Staff has not identified any key issues with the subject proposal.

### Property Owner and Applicant

Property Owner: The Floy Corporation

Applicant: Kyle Williams - TLC Car Wash

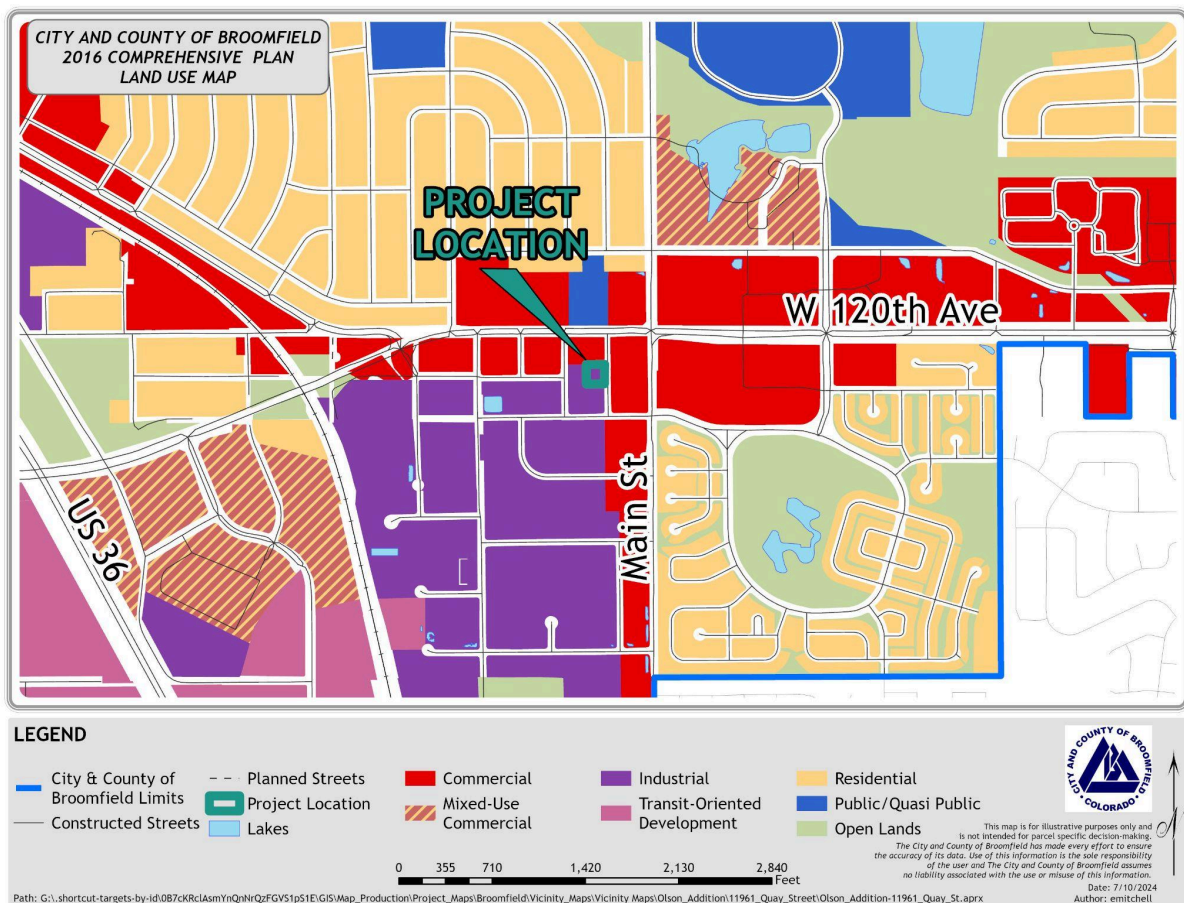
### Concept Review Plans

A Concept Plan Review is not required for an application for a rezoning and a use by special review.

# Applicable City and County of Broomfield Plans

## Relationship to Comprehensive Plan

The 2016 Broomfield Comprehensive Plan land use designation for this property is “Industrial.” The Comprehensive Plan describes the primary uses within Industrial areas as including light and heavy industrial, office, manufacturing, research and development, warehousing, outside storage, and some commercial uses. The proposed application is consistent with this designation. The following map shows the project location within a portion of the land use map for the surrounding area.



*A Portion of the 2016 Comprehensive Plan Land Use Map*

## Goals and Policies of the Comp Plan

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

**Policy LU-I.3:** Support the phasing out of legacy zone districts and standards and incorporate them into the simplified Broomfield regulations.

**Goal ED-B: Commercial Vitality** - Maintain and enhance the vitality of commercial, industrial, and retail sectors in order to provide employment and tax base.

**Goal ED-G: Adequate Tax Base** - Ensure an adequate property and sales tax base to support quality community services, facilities, and amenities as identified within the Long-Range Financial Plan, and without placing an undue tax burden on citizens.

# Zoning, Urban Renewal Area, and Previously Approved Plans

## Zoning

The site of this application is zoned C-1(J). This is a zone district included in the legacy Jefferson County zoning code, and has been in place for the site since the time of its annexation into Broomfield in 1969. The car wash is permitted by the C-1(J) zone district; however, the storage of trailers is not. To bring the trailer storage use into compliance, the applicant is requesting to rezone from the legacy Jefferson County C-1(J) district to the Broomfield I-2 zone district. The I-2 zone district allows the outdoor storage of trailers as a Use by Special Review (USR), and changing to this Broomfield zone district allows the applicant to also request the necessary USR.

A zoning designation of I-2 is consistent with the Comprehensive Plan land use designation of “Industrial,” and with the Original Broomfield Neighborhood Plan designation of Office/Flex Light Industrial, and will allow the car wash to continue operating.

## Original Broomfield Urban Renewal Plan and the Original Broomfield Neighborhood Plan

This property is within the boundaries of the Original Broomfield Urban Renewal Plan and the Original Broomfield Neighborhood Plan areas. The Original Broomfield Urban Renewal Plan states that “*The principal goal of this Plan is to help the Area to redevelop in accordance with Broomfield's 2005 Comprehensive Plan (the "Comprehensive Plan") and, more specifically, the Original Broomfield Neighborhood Plan (the "Neighborhood Plan").*” An urban renewal site plan (URSP) is only required for applications that propose new development or significant building exterior modifications. This application does not require a URSP.

The Original Broomfield Neighborhood Plan designates the land use for this property as Office/Flex Light Industrial. The proposed application is consistent with this designation.

## Previously Approved Plans

There are no applicable previously approved development plans for this site. This property is a part of the Olson Addition subdivision, which was annexed into the City of Broomfield in 1969 (prior to becoming a city and county).

## Area Context

The area for this proposed rezoning is generally located south of W 120th Avenue, and west of Main Street. The property is located near similar business and commercial properties to the north and east, and office and flex/industrial uses to the south and west. A project location map is included below.



Project Location Map

# Current Application - Detailed Description and Staff Review

## Description

This application includes both a request to rezone from C-1(J) to I-2 and a request for a Use by Special Review to allow the storage of eight equipment trailers, enclosed and screened by a fence as required by the Broomfield Municipal Code.

In the Use by Special Review (USR) plan, the applicant includes a plan for fencing that will enclose the perimeter of the storage area, and a plan for movable fence panels that will be affixed to the pavement using panel locks. Panels will be unlocked and removed to access a trailer when necessary. Only TLC Car Wash employees or Broomfield Rentals Incorporated Employees will have keys to access the storage area. No physical changes to the property are proposed beyond the installation of the new screening fence and gates for access.

In the USR operation plan, the applicant proposes to establish one-way vehicle traffic through the use of one-way and do not enter signage. These signs were reviewed and approved by Broomfield's traffic engineer.

## Site Layout and Circulation

Vehicles access this lot from Quay Street. Vehicles enter the car wash as they drive into the site from the east, and exit the structure to the west through the rear. As a part of the operations plan, the applicant is proposing to establish one-way circulation counter-clockwise around the car wash structure with the use of traffic signage, as shown in the image below.



TLC Car Wash Site Plan - North is to the right, Quay street is at the bottom

## Site Landscaping and Drainage

No changes to the site landscaping and drainage are required or proposed as a part of this application.

## Fencing and Screening

The Broomfield Municipal Code requires that any outdoor storage of equipment, vehicles and materials approved by special review be enclosed and screened by a fence or a wall as defined in section [17-32-140](#).

The applicant is proposing to use chain-link fencing with green mesh (knitted high density polyethylene, HDPE), which meets the screening requirements of the code. The south, west, and north fence lines will be permanently mounted in concrete post foundations, while the east fenceline will consist of 12'x6' panels which will interlock to each other as well as to the concrete pad via tabbed footings. The fence screening will only enclose the equipment storage shown on the western boundary of the site. The remainder of the site, used for the car wash business, will remain open and unfenced.

The applicant has included a diagram of the proposed movable fence panels as a part of the Use by Special Review operations plan, and this is shown below.

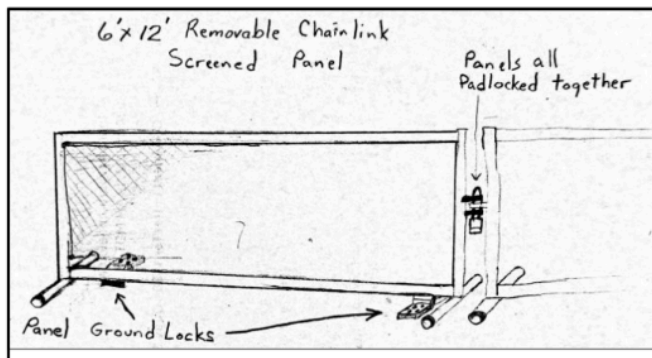


Exhibit 1: Interlocking Panels with Locks

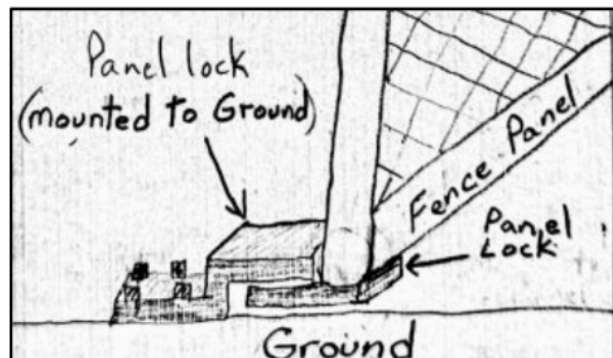


Exhibit 2: Mounted Ground Hardware for Fence Panels

Broomfield does not have specific structural standards for fence panel installation, however Broomfield's Chief Building Official has recommended that the panel locks be capable of handling up to a 90 mile per hour wind. The applicant has affirmed that the fence panels will be able to withstand winds of these speeds.

## Site Landscaping and Drainage

No changes to the site landscaping and drainage are required or proposed as a part of this application.

## Neighborhood Outreach and Communication

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

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

A neighborhood meeting for the proposed development was held on June 6, 2024. No members of the public attended the meeting.

Staff created a [project website for this development proposal](#) on the BroomfieldVoice platform. Staff provided general information and shared submittal documents on this page.

## Land Use Review Commission

On February 10th, 2025 the Land Use Review Commission held a public hearing concerning the proposal. The commission voted unanimously to recommend approval of the subject proposal with no conditions.

# Applicable Municipal Code Provisions

## Rezoning - Review Criteria

### 17-48-020 - Procedure for rezoning.

- ...
- (F) The recommendation of the land use review commission and decision of the city council for rezoning requests shall consider the applicant's proposed rezoning request based upon the following criteria:
- (1) The proposal is in (i) general conformance with applicable land use plans including but not limited to the Broomfield Comprehensive Plan and, sub area plans, or (ii) there has been substantial change in the character of the area to support the rezoning action, or (iii) the official zoning classification is in error.
  - (2) The proposal is compatible with existing and allowable land uses in the surrounding area.
  - (3) The proposal's effect upon the health, safety, and welfare of the residents and landowners in the surrounding areas.
  - (4) The proposal is an opportunity or an appropriate site, at an appropriate location, for the particular type of land use or development proposed and will help the city achieve a balance of land use, tax base, or housing types consistent with the city's overall planning and economic development goals.

## Use by Special Review - Review Criteria

### 17-30-040 - Notice; review standards.

Any public hearing held pursuant to this chapter 17-30, B.M.C., shall have been properly noticed in accordance with the provisions of chapter 17-52, B.M.C.

- A. Except for oil and gas wells or injection wells, factors to be considered are the relation of the requested uses to the character of the surrounding neighborhood, the desirability and need for such a use in the specific area of the community, adverse environmental influence that might result from its location, and, in general, compliance with the intent of this title.
- B. For oil and gas wells or injection wells, the review criteria shall be the factors set forth in section 17-54-080 B.M.C.



# RESOLUTION NO. 2025-60

A Resolution approving Olson Addition, Lot 40 and Olson Subdivision, Lot 12  
Use By Special Review for Outdoor Storage at 11961 Quay Street

## Recitals.

Whereas the applicant, TLC Carwash, submitted an application for a Use by Special Review for Olson Addition, Lot 40 and Olson Subdivision, Lot 12 located at 11961 Quay Street to allow for outdoor storage;

Whereas a public hearing was held by the City and County of Broomfield Land Use Review Commission on February 10, 2025, at which time the Commission by formal resolution recommended unanimous approval of the subject application; and

Whereas after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by Council on March 25, 2025.

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

## Section 1. Findings.

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

- 1.1 That proper posting and public notice was provided as required by law for the hearing before the City Council and the case file is hereby incorporated into the record.
- 1.2 That the hearing before City Council was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.
- 1.3 The proposed use is consistent with the intent of the Use Permitted by Special Review chapter as set forth in Section 17-30-010 of the Broomfield Municipal Code.
- 1.4 The proposed use is consistent with the character of the surrounding commercial and industrial area. The uses are currently existing on the property and have not been impactful to the surrounding neighbors.

## Section 2. Action.

On the basis of the above and pursuant to Chapter 17-30 of the Broomfield Municipal Code, Council hereby approves a Use By Special Review for outdoor storage at Olson Addition, Lot 40 and Olson Subdivision, Lot 12, commonly known as 11961 Quay Street subject to the following

condition:

- A. Ordinance 2264 to rezone the property to I-2 is approved.

**Section 4. Effective Date.**

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

Approved on March 25, 2025.

The City and County of Broomfield,  
Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved As To Form:

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

KKH

# ORDINANCE NO. 2264

An Ordinance Rezoning of Olson Addition, Lot 40 and Olson Subdivision, Lot 12 (11961 Quay Street) from Commercial C-1(J) to General Industrial I-2

## Recitals

Whereas, the applicant, Kyle Williams, submitted an application to rezone Olson Addition, Lot 40 and Olson Subdivision, Lot 12 for the Legacy Jefferson County Commercial C-1(J) to Broomfield General Industrial I-2 zone district; and

Whereas, a public hearing was heard by the Land Use Review Commission on February 10, 2025, at which time the Land Use Review Commission by formal resolution recommended approval of the rezoning application.

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

## Section 1.

Giving consideration to Broomfield Master Plan and 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 proposal is in general conformance with the Broomfield Comprehensive Plan.
- B. The proposal is compatible with existing and allowable land uses in the surrounding area.
- C. The proposal will not result in substantial impacts to the health, safety and welfare of the residents and landowners in the surrounding area.
- D. The proposal is consistent with the city's overall planning and economic development goals.

## Section 3.

The real property as described in Exhibit A attached hereto is hereby rezoned from Legacy Jefferson County Commercial C-1(J) to Broomfield General Industrial I-2.

## Section 4.

The City and County Clerk shall amend the zoning district map pursuant to §17-06-020 of the Broomfield Municipal Code.

## Section 5.

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

**Introduced and approved** after first reading on March 25, 2025, and ordered published in full.

**Introduced a second time and approved** on April 8, 2025, and further ordered published.

The City And County Of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved As To Form:

*NCR*

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

EXHIBIT A - LEGAL DESCRIPTION

OLSON ADDITION, LOT 40 AND OLSON SUBDIVISION, LOT 12, CITY AND COUNTY OF  
BROOMFIELD, STATE OF COLORADO



# City and County of Broomfield

## City Council Regular Meeting

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### E. Proposed Resolution for Open Space Naming

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Action Items Item: 7E.
Presented By	
Kristan Pritz, Director of Open Space and Trails	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

The purpose of this memorandum is to request naming the 132-acre open space property located east of County Road 7, north of the Palisade neighborhood, and west of Huron Street to "Water Runs Back Open Space" based on the Open Space and Trails Advisory Committee's unanimous recommendation of approval of the name, development of a Sister Cities relationship with the Cheyenne and Arapaho tribes who suggested the name and overall community support. If the name is approved, identification signage will be placed on the site by 2026.

### **Attachments**

[Memo for Naming Water Runs Back Open Space.pdf](#)

[Resolution 2025-49 Approving the Name "Water Runs Back Open Space" for the Property Located at 18100 County Road 7 .pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

This memorandum is requesting to name the 132-acre open space property (Property) located [east of County Road 7, north of the Palisade neighborhood, and west of Huron Street](#) to “Water Runs Back Open Space” based on the Open Space and Trails Advisory Committee’s unanimous recommendation of approval. The Property was acquired in 2016 with Open Space Funds.

In 2020, the Open Space and Trails Advisory Committee (OSTAC) discussed the idea of naming the Property with a name that had indigenous ties. After several discussions with OSTAC about how to best find a name that reflected indigenous ties, OSTAC requested that staff reach out to Arapaho and Cheyenne tribal leaders.

In October of 2023, Arapaho and Cheyenne leaders visited Broomfield and met with Broomfield’s elected officials and community members to focus on relationship building at several public events. During a site visit to the Property with staff and an OSTAC member, the name “Water Runs Back” was suggested by Fred Mosqueda, Arapaho Language and Culture Outreach Specialist. In the Arapaho language, Mr. Mosqueda explained that this proposed name is *cihce’ koohuu nec*. A unique aspect of Community Ditch, which is located adjacent to the Property, is that the water appears to “run back” towards the mountains. Indigenous place names often refer to a unique aspect of the landscape. [Photos](#) of the Property show the adjacent Community Ditch, October 2023 site visit with staff, OSTAC site visit, and agricultural fields.

To gauge public support for the proposed name, a polling process was presented to OSTAC on October 24, 2024. OSTAC members reviewed the polling process and supported the outreach plan. The process used to develop the naming recommendation also complies with the [Guidelines for Naming Public Facilities](#) adopted by City Council on May 24, 2011.

The poll was open for six weeks from November 5 to December 16 and was shared in:

- 1) the November and December “Open Space and Trails Newsletters” that have an audience of approximately 4,600 subscribers;
- 2) four times in the “Broomfield Community Update” between November 18 - December 9 that has an audience of approximately 12,000 subscribers;
- 3) the “City Managers Office Update” to Council on November 15; and
- 4) the Broomfield Employee Newsletter, “Together We Thrive” on November 15.

Through this poll, 158 responses were collected with the majority of respondents (86%) being in favor of the proposed name. Three responses or 2% noted no preference for the name. Nineteen responses or 12% made comments under “Other.” Approximately 10 responses under “Other” included several potential names such as, Hinono’ei which means beautiful place in Cheyenne, Backwards Waters Open Space, Water Spirit Trail, Where Water Runs Back, Broomfield North Open Space, Blue Sky, Calmwater Park. Three of the “Other” responses preferred a simpler, shorter name. Six responses under “Other” did not support the name.

On January 23, 2025, OSTAC made a motion to recommend the name, “Water Runs Back,” for consideration by the City Council. OSTAC cited the natural/historical value of the property as well as the special significance of the name itself as the criteria set by the [Guidelines for Naming Public Facilities](#) that supported its recommendation. The recommendation was unanimously approved.

Through building ties with the Cheyenne and Arapaho tribes, including becoming Sister Cities as of this January, the adoption of the name would be another step in further strengthening the budding connection with the Cheyenne and Arapaho Tribes.

In the coming years, an open space management plan for the Property that includes community engagement will be created to guide future open space and trail improvements. The Property has water rights which could allow for the establishment of a garden to grow native plants with cultural significance to the Cheyenne, Ute and Arapaho Tribes. There is also potential for the Property to be an area of cultural learning for both Broomfield residents and local urban native persons. If the proposed name is approved, interpretive signage explaining the story of the Property’s naming process, history, and natural characteristics will be incorporated into the open space management process. The proposed Property name will also be written in the Arapaho, Cheyenne and Ute languages. Several of the other names suggested in the poll could also be used for trails or other improvements such as a shade pavilion.

## Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount. If the proposed name is approved, several open space identification signs will be installed on the Property.

Sources and Uses of Funds	Amount
Signage Account (22-70060-55600) Project Code: 0AZ0036	\$216,604
Fabrication and installation of three Identification signs at \$5,124 per sign	-15,372
<b>Projected Balance</b>	<b>\$201,232</b>

## Prior Council or Other Entity Actions

On May 24, 2011, Council approved [Guidelines for Naming Public Facilities](#).

## Boards and Commissions Prior Actions and Recommendations

On October 24, 2024, OSTAC reviewed and supported the polling process.

On January 23, 2025, OSTAC recommended the proposed name, “Water Runs Back” unanimously.

OSTAC has collaborated previously with the Cheyenne, Arapaho and Ute tribes on the Open Space and Trails Land Acknowledgement (2022) and interpretive sign at Shep’s Crossing (2022). OSTAC also participated in the Soil Exchange with the Arapaho and Cheyenne tribes (2023).

## Proposed Actions / Recommendations

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

**That Resolution 2025-49 be adopted.**



## Alternatives

Council could decide not to approve the proposed name or identify another name.

# RESOLUTION NO. 2025-49

A Resolution Approving the Name "Water Runs Back Open Space" for the Property Located at  
18100 County Road 7

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

## Section 1.

The proposed name "Water Runs Back Open Space" for the property located at 18100 County Road 7 is hereby approved by City Council.

## Section 2.

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

Approved on March 25, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



# City and County of Broomfield

## City Council Regular Meeting

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### F. Proposed Resolution for Authorized Spending for On Demand Services under Master Services Agreements

Meeting	Agenda Group
Tuesday, March 25, 2025, 6:00 PM	Action Items Item: 7F.
Presented By	
David Acevedo-Yates	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

The Procurement Division is requesting approval of on-call, on demand and emergency expenditures in excess of \$200,000 through the use of master service agreements

### **Attachments**

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

[Resolution 2025-59 for Authorized Spending under Master Services Agreements.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

The Procurement Division has been working with the City Attorney's Office and departments on process improvements for on-call, on demand and emergency goods and services for over one year. The result of this collaborative and intentional process is the development of Master Service Agreements. The use of Master Service Agreements, combined with the delegation of authorization for budget-approved spending is a more efficient and streamlined process for these types of services.

Staff is requesting City Council delegate authority to the City and County Manager to authorize expenditures of on-call, on demand and emergency expenditure through the use of Master Service Agreements in excess of \$200,000, including:

- Landscape and Irrigation Services with the following vendors: Colorado Design Scapes, Elite Industries, Grandview Landscape, LTA Lawn Service, Richdell Construction, and Western States Reclamation
- Bridge and Guardrail repair services with the following vendors: ABCO Contracting and Hallmark, Inc.
- Vehicle Body Work Services with the following vendors: Diversified Body Shop and McCandless Truck Center

Resolution No. 2025-59 would authorize the City and County Manager, or designee, to approve purchase orders up to the approved budget amount of on-call, on demand and emergency expenditures based on the Department's authorized budget. Master service agreements with no dollar value have already been entered with each vendor. This resolution is specific to the spending authority for the City and County Manager. This is a needed process improvement and will increase efficiency for these types of expenditures.

The use of master services agreements are initially non-encumbering (zero-sum) contracts, and have Broomfield's standard terms and conditions. Encumbrances of funds occur when any on-call, on demand or emergency services are identified and purchase orders are issued confirming the work, and at that time encumbering any funds. Under the Broomfield Municipal Code, any individual purchase agreement or aggregate purchase agreements in a calendar year over \$200,000 must be approved by Council. By using the master services agreement along with this specific spending authority, staff will not have to return to Council for each expenditure for these specific high-need and on demand vendors.

## Financial Considerations

There are no financial considerations for this item, as any work shall occur on an on-call, on demand or emergency basis, through the use of master services agreements, for which the budget has already been appropriated as part of the 2025 budget process.

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

Sources and Uses of Funds for Multiple Projects	Amount
Various Dept Accounts - Landscaping and Irrigation Budget Line Item	\$830,000
Various Dept Accounts - Bridge and Guardrail Repair Budget Line Item	\$2,492,545
01-30200-52790, R&M Vehicles - Vehicle Body Work Services Budget Line Item	\$462,350

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

### Prior Council or Other Entity Actions

N/A

### Boards and Commissions Prior Actions and Recommendations

N/A

### Proposed Actions / Recommendations

If Council desires to approve the authorization for the City and County Manager to approve purchase orders up to the approved budget amount of any Department’s authorized budget, the appropriate motion is

**That Resolution 2025-59 be adopted.**

### Alternatives

Do not provide the City and County Manager this delegated authority. Staff will continue with the current process of encumbering funding with each contract.

### Background

As part of its regular business, the City and County of Broomfield enters into contracts with vendors for on-demand, recurring on-call, and unplanned services. These types of services may not have an intended project but may be regular purchases of materials, services or goods, repair services to Broomfield equipment and public areas, or unknown emergency services.

Often Broomfield is repeatedly requesting these services on an as needed or emergency situation, which can impact employee time and the availability of vendors to accommodate the project. Cost may also be inconsistent, as they will be based upon the market rates at the time of contracting. Staff has identified this as an opportunity to improve our current process with the intent to save time and money by prequalifying vendors for these on-demand services.

An example of this is our bridge and guardrail repairs; currently each individual project requires us to complete a formal solicitation. This process can take between two to four months depending on the complexity of the work and the contract negotiations. If the project exceeds \$200,000, an additional five weeks is needed for the Council approval process. Therefore, a single project for a bridge repair could take four to six months before we can move forward, and can result in vastly different costs for similar projects. Similarly, with our fleet vehicles, an incident such as hail damage exceeding \$200,000, would require approval from Council, and create the need to wait six weeks or more before repair work could begin.

Additionally, entering into contracts for unknown or speculative services on an as needed basis, requires departments to encumber funding for the unknown services at the time of contracting, impacting the budget within the department.

To address this issue, the Procurement Division, in collaboration with the Attorney's Office and Departments, developed a prequalification process to enter into agreements with vendors for these on demand, on-call services through the use of master services agreements.

The prequalification process is widely regarded as a best practice among government entities nationally and within Colorado. By implementing this process, entities can save both time and money while ensuring that vendors meet any required standards. The prequalification process involves a formal procurement procedure where vendors are evaluated for their ability to deliver services and the quality of their work, and who have demonstrated their capability and reliability. As a result, the risk to the entity is reduced. Additionally, negotiating pricing upfront for on-call, emergency services helps to control costs, making budgeting more predictable.

While the use of prequalified vendors is permitted under Broomfield Municipal Code 3-20-170, the developed prequalification process, along with the master services agreements allow staff to create a more robust evaluation to qualify vendors including negotiated pricing. The master service agreements will be evaluated to identify the continued need, at the end of the four year term of the contracts, or as necessary to onboard additional prequalified vendors arise.

### **Process Improvements**

The Master Service Agreements ("MSA") is an agreement which allows Broomfield to contract for on-demand, on-call services with a vendor for a prequalified set of services at pre-set pricing. These types of agreements include terms for engagement, expectations for services levels, and our standard Broomfield contracting terms.

The use of an MSA still requires a competitive solicitation process to be utilized to identify Broomfield's needs of service or goods, expectations of work, and warranty, which then allows vendors to provide a proposal for the work they are able to offer and pricing for those services.

Utilizing this master service agreement approach allows Broomfield to have multiple vendors available to contract with to provide services and goods at pre-established, on demand rates, rather than on a project-by-project basis. Providing the departments with a consistent pricing to better maintain their budgets.

Through the MSA approach, when a department defines a need, they choose from their prequalified vendors, and request a quote based on the negotiated pricing. Utilizing our purchase order process and the MSA, the department identifies clearly the services, time, expectations and costs, which is then sent to the vendor confirming the approval to proceed with the approved work, and encumbering the funds within their allocated budget amount.

As the vendors and rates are all prequalified and contracted, this allows for our purchase orders to become the mechanism for acceptance of the quotes, while not exceeding Department budgets. This process enables departments to pursue work in a seamless and timely manner, through the action of a purchase order to commit to the work.

MSA's also are written to allow multiple departments to utilize the same vendors and contracts without duplicating the procurement process. Through the MSA approach we are able to set consistent costs across the organization, creating economies of scale by allowing multiple departments to obtain better pricing from vendors and reducing overall costs to the City and County of Broomfield. Additionally, the MSA contracts have the option to renew the agreement, and update pricing only once per year, for multiple years using our standard base plus three additional renewal years. This saves Broomfield time, and money as costs are known on a yearly basis, rather than a per project basis.

### **Next Steps**

Master Service Agreements (MSAs) enable departments to work efficiently within approved budgets while calculating expected costs for services and goods. This process allows departments to respond promptly to unexpected needs and emergency situations while maintaining appropriate use of taxpayer funds. Department feedback has been positive, and the Procurement Division continues collaborating with staff to identify additional areas where MSAs could be beneficial.

Any additional future MSAs will be brought forward to City Council for consideration when the budget for these expenditures is expected to exceed \$200,000. Additionally, any cost which would exceed a Department's approved budget will be brought to Council for approval.

### **List Of Awarded Master Services Agreements**

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

Solicitation

[#24-IFB-PW-013 On-Demand Landscape and Irrigation Services](#) for on-call, on-demand services for landscaping and irrigation installation of City park areas.

Awarded To

[Colorado Designscapes](#)  
[Elite Industries](#)  
[Grandview Landscape](#)  
[LTA Lawn Service](#)  
[Richdell Construction](#)  
[Western States Reclamation](#)

Solicitation

[#24-IFB-PW-015 Vehicle Body Work Services](#) for on demand body work.

Awarded To

[Diversified Body Shop](#)  
[McCandless Truck Center](#)

Solicitation

[#24-IFB-PW-014 Bridge and Guardrail Repair](#) on-call, on-demand services for repair and replacement operations associated with bridge construction.

Awarded To

[ABCO Contracting](#)  
[Hallmark, Inc.](#)



# RESOLUTION NO. 2025-59

A resolution approving authorization for spending under master services agreements for landscaping and irrigations services, vehicle body work services and bridge and guardrail repair with various contractors

## Recitals.

Whereas, the Procurement Division has worked with various departments to complete the competitive solicitation of prequalified vendors for landscaping and irrigation services, vehicle body work services, and bridge and guardrail repair and entered into non-encumbering contracts with the parties identified below; and

Whereas, the aggregate amount of landscaping and irrigation services, vehicle body work services, and bridge and guardrail repair could each exceed \$200,000 in any given year and staff desires that City Council delegate authority to the City and County Manager to authorize such expenditures up to the amount of annual budget appropriation for each given service; and

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

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

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

## Section 1.

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

- A. Master On-Call Construction Agreements for Bridge and Guardrail Construction and Repairs Services with:
  - 1. ABCO Contracting
  - 2. Hallmark, Inc.
  
- B. Master On-Call Services Agreement for Vehicle Body Work Services with:

1. Diversified Body Shop
  2. McCandless Truck Center
- C. Master On-Call Construction Agreement for Landscaping and Irrigation Services with:
1. Colorado Design Scapes
  2. Elite Industries
  3. Grandview Landscape
  4. LTA Lawn Service
  5. Richdell Construction
  6. Western States Reclamation

## Section 2.

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

## Section 3.

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

Approved on March 25, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney