
Tuesday, June 3, 2025, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

**** Revised ****

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1. Meeting Commencement

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

2. Petitions and Communications

- 2.A. LGBTQIA+ Pride Month Proclamation
- 2.B. Proclamation Declaring June 6, 2025 as National Gun Violence Awareness Day

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

- 6.A. Board of Equalization - Proposed Resolution for the Adoption of a Hearing Officer Recommendation for an Abatement Petition
(Board of Equalization - BOE)
 - Resolution 2025-83-BOE approving Hearing Officer recommendation on an Abatement Petition
- 6.B. Proposed Resolution Google Fiber Master License Agreement (Fiber to Home)
 - Resolution 2025-86 approving Google Fiber Master License Agreement
- 6.C. Proposed Resolution Broadband Ready Certified Community
 - Resolution No. 2025-96 Acknowledging Broomfield is a Broadband Ready Certified Community by the Colorado Broadband Office in the Governor's Office of Information Technology

7. Action Items

- 7.A. Public Hearing - Brainard V Genesis Dealership Planned Unit Development Plan, Final Plat, Site Development Plan/Urban Renewal Site Plan & Use by Special Review
 - Resolution No. 2025-91 - A Resolution Approving Brainard V Replat B (4101 Industrial Lane) Planned Unit Development Plan, Final Plat, Site Development Plan/Urban Renewal Site Plan and Use by Special Review
 - Resolution No. 2025-92-UR - A Resolution Approving Brainard V Replat B (4101 Industrial Lane) Urban Renewal Site Plan

7.B. BURA Public Hearing - Brainard V Genesis Dealership Planned Unit Development Plan, Final Plat, Site Development Plan/Urban Renewal Site Plan & Use by Special Review

(Broomfield Urban Renewal Authority - BURA)

This item will be reviewed concurrently with Item 7A to see memo and resolution, see item 7A.

7.C. Proposed Resolution Mile High Flood District (MHFD) Intergovernmental Agreement (IGA) - Nissen Reservoir Channel Concrete Trail

— Resolution 2025-76 - Amendment to the Intergovernmental Agreement (IGA) with the Mile High Flood District (MHFD) for the Nissen Reservoir Channel project

7.D. Proposed Resolution Mile High Flood District Intergovernmental Agreement (IGA) - City Park Channel at Main St Improvements

— Resolution 2025-77 Second Amendment to the Intergovernmental Agreement (IGA) with Mile High Flood District (MHFD)

7.E. Proposed Resolution Relating to Front Range Passenger Rail District

— Resolution 2025-102 regarding the City and County of Broomfield's support for a potential ballot measure of the Front Range Passenger Rail District

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

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

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

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



Date Posted: June 2, 2025



City and County of Broomfield

City Council Regular Meeting

A. LGBTQIA+ Pride Month Proclamation

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Petitions and Communications Item: 2A.
Presented By	
Vanessa Oldham-Barton	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

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Proclamation declaring June 2025 as LGBTQIA+ Pride Month in Broomfield.

Attachments

[Memo for Proclamation Declaring June 2025 as LGBTQIA+ Month in Broomfield.pdf](#)

[LGBTQIA+ Pride Month Proclamation 2025.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The City and County of Broomfield is a welcoming community and an exceptional place to live, learn, work, play, and raise a family.

It is imperative that all people in the community feel valued, physically and psychologically safe, empowered, and supported by their peers, educators, and community leaders.

To affirm Broomfield's commitment to inclusivity and equality for all residents, and to stand against discrimination and harassment based on sexual orientation or gender identity, Mayor Castriotta has officially proclaimed June 2025 as LGBTQIA Pride Month in our community.

This proclamation reflects our ongoing dedication to creating a place where diversity is celebrated and where everyone's rights and contributions are honored.

Financial Considerations

N/A

Prior Council or Other Entity Actions

The month of June has been proclaimed LGBTQIA+ Pride Month in the City and County of Broomfield every year since 2019.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING JUNE 2025 AS LGBTQIA+ PRIDE MONTH IN THE CITY AND COUNTY OF BROOMFIELD, COLORADO

- WHEREAS, *The City and County of Broomfield is a welcoming community and an exceptional place to live, learn, work, play, and raise a family; and*
- WHEREAS, *The City and County of Broomfield recognizes the importance of equity and freedom; and*
- WHEREAS, *The City and County of Broomfield's LGBTQIA+ community are a vital part of Broomfield and contribute and inform a stronger community; and*
- WHEREAS, *The City and County of Broomfield remains dedicated to fostering inclusion of all its residents and preventing discrimination and bullying based on sexual orientation, gender identity, and family makeup; and*
- WHEREAS, *The City and County of Broomfield is strengthened by and thrives upon the rich intersectional diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character and integrity of our City; and*
- WHEREAS, *It is imperative that all people in the community, regardless of sexual orientation or gender identity, feel valued, physically and psychologically safe, empowered, and supported by their peers, educators, and community leaders; and*
- WHEREAS, *Broomfield has made a commitment to advancing the equitable treatment of all residents as a welcoming community, we recognize the importance of upholding the truth that LGBTQIA+ rights are human rights*

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

LGBTQIA+ PRIDE MONTH IN BROOMFIELD

and I urge residents to recognize the contributions made by members of the LGBTQIA+ community and to actively promote the principles of equity and liberty

In witness whereof, I hereunto set my hand and official seal on this the 3rd day of June 2025.

Guyleen Castriotta
Mayor



City and County of Broomfield

City Council Regular Meeting

B. Proclamation Declaring June 6, 2025 as National Gun Violence Awareness Day

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Petitions and Communications Item: 2B.
Presented By	
Jason Vahling	
Community Goals	

Overview

[View Correspondence](#)

Proclamation Declaring June 6, 2025 as National Gun Violence Awareness Day

Attachments

[2025 Memo for Gun Violence Prevention Proclamation.pdf](#)

[2025 Gun Violence Awareness Day Proclamation.pdf](#)

Summary

[View Correspondence](#)

It is the primary responsibility of the Centers for Disease Control and Prevention (CDC), Colorado Department of Public Health and Environment (CDPHE), and local public health agencies to track intentional and unintentional injuries and deaths; research the best ways to prevent injuries and violence; implement effective strategies; and evaluate the impact of the prevention efforts. Based on these efforts, CDPHE has identified gun violence as a major public health issue, establishing the [Office of Gun Violence Prevention](#) in 2022. The purpose of the office is to coordinate and promote effective efforts to reduce gun violence and related traumas and promote research regarding causes of, and evidence-based responses to, gun violence.

In 2023, there were 1,012 deaths due to firearms across the state - 70.8% of these deaths were due to suicide and 25.6% were due to homicide with a firearm. While there has been a decrease in overall deaths by firearms between 2022 and 2023 (down by 21 deaths), there has been an increase in deaths due to suicide using firearms (27 deaths) during the same time period ([Vital Statistics Program, CDPHE](#)).

From 2019 to 2023, there have been 35 total deaths due to firearms among Broomfield residents, with the vast majority of these deaths occurring among males (82.9%) ([Vital Statistics Program, CDPHE](#)). In 2019, there was a peak of 10 deaths followed by one death due to a firearm in 2020, 9 in 2021, 7 firearm deaths in 2022 and 8 in 2023 among Broomfield residents ([Vital Statistics Program, CDPHE](#)).

Addressing gun violence requires a comprehensive public health approach, including surveillance to track firearm-related deaths and injuries, research to examine if existing or new interventions are effective, and community-based approaches and resources to expand mental health services and programs.

In 2024, the Broomfield Police Department partnered with several local law enforcement agencies and the Criminal Justice Coordinating Council for "Free Gun Lock Week" from December 9-16. Residents were invited to stop by any of the participating agencies for a free gun lock. The Broomfield Police Department continues to have gun cable locks available by request only. A resident can request one by emailing bpd@broomfield.org or stopping by the lobby M-F from 8 am-5 pm located at 7 DesCombes Drive. Additionally, on July 25, the BPD worked with Colorado's 17th Judicial District Attorney's Office and Good Samaritan Hospital to hand out hundreds of free gun safes to residents.

Mayor Castriotta's proclamation, which declares June 6, 2025, as the 7th Annual Gun Violence Awareness Day in Broomfield, is included as [Attachment 1](#).

Financial Considerations

There are no financial considerations for this proclamation.

Prior Council or Other Entity Actions

Prior Council Action

[2024 proclamation](#)

[2023 proclamation](#)

[2022 proclamation](#)

[2021 proclamation](#)

[2020 proclamation](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING June 6, 2025 AS Gun Violence Awareness Day

- WHEREAS,** In 2023, there were 1,012 deaths due to firearms across the state with 71% of these deaths due to suicide and the remaining deaths being homicides or accidental discharge of a firearm; *and*
- WHEREAS,** In 2023, there were 8 total deaths due to firearms among Broomfield residents, with the majority of these deaths occurring among males; *and*
- WHEREAS,** Addressing gun violence requires a comprehensive public health approach, including surveillance to track firearm-related deaths and injuries, research to examine if existing or new interventions are effective, and community-based approaches and resources to expand mental health services and programs;
- WHEREAS,** In 2024, the Broomfield Police Department partnered with several local law enforcement agencies and the Criminal Justice Coordinating Council for "Free Gun Lock Week" from December 9-16. Residents were invited to stop by any of the participating agencies for a free gun lock. Additionally, on July 25, the BPD worked with Colorado's 17th Judicial District Attorney's Office and Good Samaritan Hospital to hand out hundreds of free gun safes to residents.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim June 6, 2025 as:

GUN VIOLENCE AWARENESS DAY IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 3rd day of June 2025.

Guyleen Castriotta
Mayor



City and County of Broomfield

City Council Regular Meeting

A. Board of Equalization - Proposed Resolution for the Adoption of a Hearing Officer Recommendation for an Abatement Petition

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Consent Items Item: 6A.
Voted By Board	Presented By
Board of Equalization - BOE	Crystal Clemens, City Clerk
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Resolution 2025-83-BOE approving Hearing Officer recommendation on an Abatement Petition

Attachments

[Memo for Action on a BOE Abatement Petition.pdf](#)

[Resolution 2025-83-BOE.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve action on an abatement petition.

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

The taxpayer identified below has filed an abatement petition alleging that their property has been overvalued or that their tax levy is illegal. Council appointed hearing officers with experience in property valuations to hear protest and abatement cases and make recommendations to City Council on such proceedings.

In some instances the property owner or tax agent declines to participate in the hearing (also known as an “administrative denial”) and elect to forgo the hearing process understanding that the petition will be denied since no evidence was presented supporting the property owner’s position. The property owners and tax agents are willing to take an “administrative denial” because they still have an opportunity to appeal the decision to the State Board of Assessment appeals at the next level.

On April 30, 2025, an abatement hearing was held by an appointed hearing officer. After reviewing all of the evidence presented in the case, the hearing officer is recommending denial of the following petition:

- a. Petitioner Schedule No.: [SONG, YING AND WU, XIAOQING R8865767](#)

The Assessor’s Office will continue to work with the petitioners as these items are appealed to the State Board of Assessment Appeals, but a formal action of the County Board of Equalization is required before the appeal to the next level may be granted.

Financial Considerations

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

Prior Council or Other Entity Actions

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

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

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Staff recommends Council approve Resolution 2025-83-BOE to formally deny the above referenced abatement petition. To do so, the appropriate motion is...

That Resolution 2025-83-BOE be adopted.

Alternatives

Do not adopt the Resolution. This is not advised and will result in Broomfield not meeting its statutory deadlines for these petitions.

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

RESOLUTION NO. 2025-83-BOE

A Resolution Denying A Certain Abatement Petition

Recitals.

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

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

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

Whereas, on April 30, 2025 a hearing was conducted on the valuation of the remaining property at issue; and

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

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

Section 1.

The findings and recommendation of the hearing officer on attached Exhibit A are hereby adopted by Council, and based on those recommendations, Council hereby **denies** the petition listed in Exhibit A.

Section 2.

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

Approved on June 3, 2025

Board of Equalization

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

Exhibit A
Resolution 2025-83-BOE
Denials

1. Petitioner Schedule No.: [SONG,YING AND WU, XIAOQING R8865767](#)



B. Proposed Resolution Google Fiber Master License Agreement (Fiber to Home)

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

Google Fiber of Colorado, LLC (Google Fiber) is requesting a Master License Agreement to install fiber-to-home infrastructure within Broomfield rights-of-way.

Federal law and state law provide some guidance on the City's ability to regulate the services Google Fiber desires to provide. In accordance with Section 253 of the Telecommunications Act of 1996, federal law requires that no state or local statute or regulation may prohibit or have the effect of prohibiting the ability of *any* entity to provide any interstate or intrastate telecommunications services. Moreover, Colorado state law, C.R.S. § 38-5.5-101 et seq, mirrors federal law and requires that access to rights-of-way and oversight of that access must be competitively neutral (i.e. the City can't favor or disfavor any particular provider) with respect to the City's regulations of companies in this area. The City still does retain the ability to use our police power to enforce our rules on the use of the right-of-way which are established in Chapter 14-10 of the Broomfield Municipal Code that has been in effect since 2000.

Further, City regulations under Section 14-10-060 (A) of the Broomfield Municipal Code require approval of the City Council to use and occupy Broomfield right-of-way. Chapter 14-10 of the Broomfield Municipal Code regulates the use of public rights-of-way by requiring private users who construct, excavate, and work in Broomfield's rights-of-way to obtain Broomfield's permission to do so. Chapter 14-10 provides for a permit application, insurance and indemnification by users, standards for repair and restoration, and fees and charges.

Attachments

[Google Fiber Master License Agreement Memo.pdf](#)

[Resolution 2025-86 Google Fiber Master License Agreement.pdf](#)

[Google Fiber - Master License Agreement.pdf](#)

Summary

[View Correspondence](#)

Google Fiber of Colorado, LLC (Google Fiber) is requesting a Master License Agreement to install fiber-to-home infrastructure within Broomfield rights-of-way.

Federal law and state law provide some guidance on the City's ability to regulate the services Google Fiber desires to provide. In accordance with Section 253 of the Telecommunications Act of 1996, federal law requires that no state or local statute or regulation may prohibit or have the effect of prohibiting the ability of *any* entity to provide any interstate or intrastate telecommunications services. Moreover, Colorado state law, C.R.S. § 38-5.5-101 et seq, mirrors federal law and requires that access to rights-of-way and oversight of that access must be competitively neutral (i.e. the City can't favor or disfavor any particular provider) with respect to the City's regulations of companies in this area. The City still retains the ability to use our police power to enforce our rules on the use of the right-of-way, which are established in Chapter 14-10 of the Broomfield Municipal Code that has been in effect since 2000.

Further, City regulations under Section 14-10-060 (A) of the Broomfield Municipal Code require approval of the City Council to use and occupy Broomfield's right-of-way. Chapter 14-10 of the Broomfield Municipal Code regulates the use of public rights-of-way by requiring private users who construct, excavate, and work in Broomfield's rights-of-way to obtain Broomfield's permission to do so. Chapter 14-10 provides for a permit application, insurance and indemnification by users, standards for repair and restoration, and fees and charges.

Broomfield has previously approved telecommunications infrastructure to be installed within the public rights-of-way. These previous installations were approved by Council through a revocable permit and the installations have included fiber backbone infrastructure and connections to specific facilities.

More recently, Broomfield has been approached by multiple new internet service providers who are interested in constructing fiber-to-home infrastructure to provide broadband services to residents and, in some cases, businesses within Broomfield. Fiber internet is typically faster than cable internet and would provide additional internet provider options for Broomfield residents and businesses within Broomfield. Under C.R.S. § 38-5.5-101 et seq, telecommunications providers have the right to occupy and utilize the public rights-of-way, and municipalities must provide equal access to rights-of-way for telecommunication providers.

The revocable permit form of agreement that was previously used and approved is not ideal for what is being proposed with fiber-to-home. In order to facilitate the orderly installation of fiber-to-home infrastructure, staff has created a standard Master License Agreement template for any entity desiring to construct such fiber facilities in Broomfield. Broomfield worked with Ken Fellman with Wilson Williams Fellman Dittman in Louisville because he has extensive experience in this field and has negotiated these types of agreements with other municipalities. Staff customized the agreement from Mr. Fellman to better fit Broomfield's exact needs. All of the master license agreements will be substantially similar and all providers will have equal access to the right-of-way, but staff will have the ability to limit or regulate facilities in areas where existing utilities already exist or where there is no more room for additional utilities in a corridor. In those instances, staff will assist providers with finding alternate (less crowded) routes to provide the services. The master license agreement may be terminated by the City if the provider materially breaches the agreement.

Google Fiber currently intends to construct infrastructure across all of Broomfield. This Master License Agreement approves phased installation throughout the City. The exact location and phasing of the improvements will be defined by future Site License Agreements, which incorporates all of the terms of the

Master License Agreement and will include a map of the locations for the fiber facilities, that will be reviewed and approved by the City and County Engineer. Google Fiber will be applying to Broomfield for permits to construct specific phases/areas.

Unlike the previous four fiber companies that have obtained a Master License Agreement, Google Fiber is planning on using shallow trenching to install their infrastructure instead of directional boring. Specific details for the shallow trenching requirements have been included within the Master License Agreement because it is a construction method that has not been used in Broomfield previously. Shallow trenching consists of constructing a 2" wide and minimum 8" deep trench along the edge of roadways, placing the fiber at the bottom of the trench, and backfilling the trench with appropriate roadway pavement. Google Fiber prefers shallow trenching methods because it allows their construction crews to install their infrastructure faster than traditional boring methods and, because of the shallow depth, it presents less risk to existing utilities. Conversely, the shallow installation has more potential to be impacted by asphalt remediation operations such as roadway patching. Per the Master License Agreement, Google Fiber is indemnifying the City of any damages to the Google Fiber infrastructure due to roadway maintenance operations. Staff has coordinated with and visited other jurisdictions that have approved shallow trenching installation methods to understand the construction process, recommended requirements, and future maintenance concerns. Each fiber-to-home company was given the opportunity to use shallow trenching methods, but only Google Fiber has chosen to use this method at this time. Applications will be submitted for Public/Private Improvement Permits for the work. An insurance certificate will be provided.

Broomfield IT staff remains focused on the design and construction of a secure, redundant internal network to serve Broomfield's assets including buildings, wastewater lift stations, water pump stations, and traffic signals. This Broomfield-owned communication network will also be the backbone for a variety of software and the Internet of Things (IoT) delivering connected solutions to City buildings and assets. Additionally, the design and build-out of the City's backbone infrastructure includes additional facilities intended to provide opportunities for future lease options with internet service providers to potentially provide a revenue stream to help offset the City's internal costs.

Broomfield will work with Google Fiber to add extra conduit along several segments to be owned by Broomfield for future fiber optic cable installation in accordance with Broomfield's Fiber Infrastructure Master Plan in accordance with B.M.C. §14-10-120(F) and (G).

Since fiber installation in neighborhoods has generated some community interest and questions, Community Development will have an informational page by mid-July that has a map of areas where each company is working and that explains:

- The City and County of Broomfield is only involved in approving a Master License Agreement for each company, permit approval for construction, and right-of-way inspections during construction.
- The City does not have the authority to dictate when and where the networks install their fiber infrastructure, or which customers they serve.
- Residents should direct project-specific questions to the relevant company working in their area.
- Each company is required to provide notification by way of door hangers to impacted residents 48 hours before construction.
- Utility location marking may occur without prior notification, as this precedes the construction phase and this work does not typically require a permit. Community Development has requested each fiber-to-home company provide notification in the future prior to conducting utility markings.

This information should help clarify Broomfield's role in these private infrastructure projects. While the Engineering Division remains available for general process questions, staff recommends that contractor or

company specific concerns should go directly to those companies.

Financial Considerations

Google Fiber of Colorado, LLC (Google Fiber) is required to pay Broomfield a \$500 application fee and applicable permit fees.

Prior Council or Other Entity Actions

This is the first Master License Agreement for a company to install fiber-to-home infrastructure using shallow trenching methods.

This is the fifth Master License Agreement for a company to install fiber-to-home infrastructure. The following Master License Agreements for installing fiber-to-home infrastructure were previously authorized by City Council:

On [August 13, 2024](#) Council approved Resolution No. 2024-63 for a Master License Agreement for HyperFiber of Colorado, LLC (HyperFiber)

On [August 13, 2024](#) Council approved Resolution No. 2024-99 for a Master License Agreement for BIF IV Intrepid OPCO, LLC (Intrepid).

On [October 1, 2024](#) Council approved Resolution No. 2024-135 for a Master License Agreement for Vero Broadband, LLC (Vero)

On [November 12, 2024](#) Council approved Resolution No. 2024-51 for a Master License Agreement for Metro Fibernet, LLC (Metronet)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the Master License Agreement, the appropriate motion is...

That Resolution 2025-86 be adopted.

Alternatives

Do not approve the agreement.

RESOLUTION NO. 2025-86

A resolution approving a Master License Agreement by and between the City and County of Broomfield and Google Fiber Colorado, LLC

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

Section 1.

The Master License Agreement by and between the City and County of Broomfield and Google Fiber Colorado, LLC to use rights-of-way for fiber optic services is hereby approved.

Section 2.

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

Section 3.

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

Approved on June 3, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

**MASTER LICENSE AGREEMENT FOR FIBER OPTIC NETWORK BY AND BETWEEN THE CITY AND
COUNTY OF BROOMFIELD AND GOOGLE FIBER COLORADO LLC**

This Master License Agreement (this “Agreement”), dated as of the 3 day of June, 2025 (the “Effective Date”), is entered into by and between the City and County of Broomfield, a Colorado home rule municipality and county (the “City”), and Google Fiber Colorado LLC, a Colorado limited liability company (the “Company”), each a “Party”, and collectively, the “Parties”.

RECITALS

A. The City holds good and valid title to the Public Rights-of-Way (“ROW”), as defined in Section 1.7 below, throughout the City and desires to protect and preserve the ROW. The City further maintains police power authority to regulate access to and use of the ROW in a manner that protects the public health, safety, and welfare, consistent with Applicable Law.

B. The Company is in the business of providing Services to its customers through fiber-based telecommunications and broadband networks, including the Network (as defined in Section 1.6 below) to be installed in the City, in accordance with regulations promulgated by the Federal Communications Commission (“FCC”) and pursuant to this Agreement.

C. For purposes of operating the Network, the Company wishes to locate, place, attach, install, operate, control, and maintain Equipment, as defined in Section 1.4 below, in the Public Rights-of-Way in the locations detailed in Supplemental Sites Licenses, a sample of which is attached hereto as Exhibit A.

D. The City desires to grant to the Company a non-exclusive license (“License”) for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Company, with respect to such interest as the City may have in the ROW, the authorization to install, construct, operate, maintain, repair, inspect, remove and replace the Equipment in, under, or along the ROW, subject to the following conditions:

1. **Definitions.** The following definitions shall apply generally to the provisions of this Agreement:
 - 1.1. **“Applicable Law”** means any statute, ordinance, judicial decision, order (including, without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.
 - 1.2. **“Claims”** means (1) losses, liabilities, costs and expenses of any sort, including reasonable attorneys’ fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation,

removal, remedial, and restoration costs, and consultant and other reasonable fees and expenses; and (4) any and all other reasonably related costs or expenses.

- 1.3. **“Equipment”** means electronics equipment, transmission equipment, shelters, conduit, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment related to the operation of the Company’s Network.
 - 1.4. **“Hazardous Substance”** means any substance or material defined or designated, or other similar term by any Applicable Law presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include without limitation any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.
 - 1.5. **“Network”** or collectively **“Networks”** means one or more of the neutral-host, broadband communication or telecommunication systems operated by the Company to serve its customers in the City.
 - 1.6. **“Public Rights-of-Way,” “Public ROW” or “ROW”** means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include City parkland, trails, state or federal rights-of-way, or any property owned by any person or entity other than the City, except as provided by Applicable Law or pursuant to an agreement between the City and any such person or entity.
 - 1.7. **“Services”** means the telecommunications or broadband services provided through the Network by the Company to its customers. Services also includes the lease of the Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the Network to another person or entity, provided that the Company at all times retains exclusive control over the Network and remains responsible for locating, servicing, repairing, relocating, or removing its Network pursuant to the terms of this Agreement.
 - 1.8. **“Standards”** means the current version of the Broomfield Standards and Specifications.
2. **Term.** This Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years from the date it has been executed by both Parties, unless it is earlier terminated by either Party in accordance with the provisions herein. Provided, however, that if the Company has not made a good faith effort to commence the design and engineering of the Company’s Network within two (2) years of the Effective Date of this Agreement, this Agreement may be terminated by the City, in its sole discretion, upon ninety (90) days written notice. This Agreement will be automatically extended for additional terms of ten (10) years from the expiration date of the current term, unless

either Party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations) at least three (3) years before the expiration of the then current term. Notwithstanding the expiration of this Agreement, and so as long as the Parties are negotiating in good faith, and until such time as either a new agreement has been reached or the City has determined not to renew this Agreement, the Company shall have the right to continue to occupy and use the ROW pursuant to the terms of this Agreement.

3. **Scope of Agreement.** All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to Applicable Law. All rights expressly granted to the Company under this Agreement shall be subject to the City's lawful exercise of its police powers and the prior and continuing right of the City under Applicable Law to use any parts of the Public ROW, exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public ROW. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the City to collect a franchise fee. This Agreement does not grant any authority to utilize the Public ROW to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, deploy wireless communications facilities in the ROW, or provide wireless communications services. The Company acknowledges that the City has made no warranties or representations regarding the fitness or suitability of any ROW for the installation or operation of the Equipment and the Company shall accept the Property AS IS. Any performance of work or costs incurred by the Company contemplated under this Agreement is at the Company's sole risk. The Company understands there is risk involved in placing the Equipment within the Public ROW and hereby releases the City, and its agents and employees, from any liability for any damage to the Equipment that may be caused by the City's construction or maintenance operations, or any other reason, and from any liability for any injury or damage incurred by the Company in its use of the Equipment within the Public ROW.

- 3.1. **City Use.** The Company acknowledges and agrees that the City currently uses and intends to continue to use the ROW for road purposes, and the rights granted to the Company for use of the ROW are subject to the rights of the City to use the property for a public road, sidewalk, shoulder, snow or material storage, drainage, water, wastewater, network, and other utilities or such other purposes as permitted by law which the City expressly reserves. In the event the City desires use of the ROW where the Equipment exists for future improvement projects, the City shall be under no obligation to pay to the Company any damages for removal or relocation of the Equipment and the Company shall relocate or remove such Equipment in accordance with the terms of this Agreement as more particularly set forth below.

- 3.2. **Third Party Use.** If Company's then-existing Equipment would interfere with a third-party's use of the ROW, the third-party may be required to pay for Licensee's costs to relocate its Equipment except to the extent such relocation is required pursuant to B.M.C. 14-10-190 as amended, then the Licensee shall bear such cost. The intent here is to comply with the City's ordinance relating to locating facilities which shall be at no cost to the City, other public agency or special district.
4. **Construction.** The Company intends to install its Network at the locations to be approved by the City and submitted as a request for Supplemental Site License. The Company shall be required to obtain a Supplemental Site License, in substantially the form attached hereto as Exhibit A, and any permits required from the City for the installation of the Equipment (currently referred to as a Public/Private Improvement Permit (PPIP)) for each Equipment location or to perform any excavation or other work in the Public ROW in connection with its Network deployment. The Company shall use the form attached as Exhibit A prior to beginning construction in conjunction with the City's standard application for work within the ROW for the initial construction. The City will authorize the Company to commence construction with the grant of a Supplemental Site License and the provision of all necessary permits for the work within the ROW. The City's granting or approval applicable to such licenses and permits shall not be unreasonably, withheld, conditioned, or delayed. Supplemental Site Licenses shall be approved administratively by staff and signed by the City Engineer. The intent of the Parties is that the Supplement Site License will show a larger area of where the Equipment is anticipated to be installed generally, with the individual permits for ROW construction providing more detail as to the exact location and manner of construction. Pursuant to the Standards, any person performing work that requires a permit shall obtain a Contractor's License as set forth in Broomfield Municipal Code Chapter 15.32. If the Company's construction requires any deviation in any manner from the approved plans, the Company shall notify and obtain prior written approval from the City for any changes in advance of any construction or alteration. The Company shall pay for and repair, at its sole expense, any damage to existing facilities located on the Public ROW, whether owned by the City or others, that occurs as a result of the Company's construction or alteration of the Equipment in a timely manner.
- 4.1. **Obtaining Required Permits.** If the attachment, installation, operation, maintenance, or location of the Equipment meets any of the criteria for a permit per the Standards, the Company shall apply for the appropriate permits and pay any standard and customary permit fees. The City shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the Network in the Public ROW in a reasonable and timely manner, provided that, the City may withhold a permit if the Company has outstanding permits that are not diligently being completed in the sole and absolute discretion of the City, or the City does not have adequate staffing to manage the permit requests currently in process with the City. As a condition of obtaining any permit that involves digging or other excavation in the Public ROW, the Company shall comply with all documents and processes set forth in the Standards unless otherwise specified by the City Engineer and at a

minimum, as part of its permit application submittal materials, identify on its fiber plan and profile set the following information:

- 4.1.1. All pothole and boring locations, the boring and installation method for its Equipment, number and size of conduits, cover depth of conduit, dimension clearance from the proposed conduit and existing utilities.
- 4.1.2. The horizontal and vertical locations of any other existing underground utility or other facilities in the Public ROW in the proximity of the proposed work area, in accordance with state laws for subsurface utility engineering and any additional City requirements, and what work will be self-performed and what work, if any, will be performed by subcontractors.
- 4.1.3. For each permit request, the Company shall provide construction drawings for review by the City, that identifies all existing and proposed utilities, identifies the location of all Equipment to be installed (including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment), ROW limits, existing or proposed easements, existing trees, fences, and other above ground improvements, traffic control signs and equipment, any other existing improvements, where the installation will occur (back of sidewalk, in the paved surface of the roadway), a profile with potholed locations of existing utility crossings (including fiber, water, sanitary sewer, and stormwater lines), a plan for conducting emergency repairs and all anticipated, expected restoration work. Where applicable, the design documents shall include specifications on design and ADA compliance.
- 4.1.4. If revisions to the construction drawings are required by the City, the Company shall provide revised drawings for review until final approval. The Company shall then include the final construction drawings with the appropriate permit application. The Company shall be allowed to seek permits year-round and all permits will expire as defined by the Standards. All work associated with a permit must be completed, including all restoration of pavement, sidewalks, landscaping, and other items, before a permit can be closed.
- 4.1.5. Plans shall show the Company's drawings of Equipment as compiled in accordance with the City's current practices and procedures as they are in effect from time to time, as well as any information required by Applicable Law.
- 4.1.6. "As-Built" drawings and design files with respect to the Equipment will be provided to the City as provided in the Record Drawings Section of Standards.

4.2. Obtaining Required Permits Using Shallow/Micro ("Shallow")

Trenching. The City currently does not have separate standards and specifications for the installation of Equipment using shallow, or micro, trenching techniques. As a result, in addition to the applicable requirements set forth in Section 4.1, the following standards shall apply for all shallow, or micro, trenching work within the City. In any case where the Shallow trenching requirements of Section 4.2 conflicts with other sections of this Agreement or the Standards, this Section 4.2 shall govern.

- 4.2.1. Street cut fees included in the permit application for shallow trenching will be published by the City, as amended from time to time, and generally applicable to providers constructing in the ROW.
- 4.2.2. Construction drawings for shallow trench installations are not required to show profiles at crossings with Broomfield utilities. All existing utilities in the project area shall be shown in plan view.
- 4.2.3. Total minimum cover over the fiber within the shallow trench shall be eight-inches (8"). The actual cover shall depend on the roadway type and will follow the "Shallow Trench - Single" detail in Exhibit C.
- 4.2.4. Restoration of the roadway following shallow trench installations shall follow the details provided in Exhibit C.
- 4.2.5. A maximum of two (2) shallow trenches with fiber shall be allowed to be constructed on a single side of a roadway.
- 4.2.6. The Company shall use commercially reasonable efforts to install all fiber lines within a shallow trench with a minimum five-foot (5') horizontal separation from all Broomfield water, sewer, and storm lines.
- 4.2.7. The Company shall use commercially reasonable efforts to install all fiber service lines with a minimum five-foot (5') horizontal separation from all other utility service lines.
- 4.2.8. The Company shall pay for and repair, at its sole expense, damage to its Equipment installed less than five feet from other utility service lines, where such damage results from being fewer than five feet horizontally from other utility service lines; except to the extent such damages or injuries are caused by the negligence or willful misconduct of other parties.
- 4.2.9. The Company will coordinate with the City and notify Public Works when installations are complete so that the City can follow their construction teams in sealing the ROW. The City will notify the Company of locations, through utility locates, that the City will be doing work near the Company's facilities where the facilities may be hit.

- 4.3. **Location of Equipment.** Potholes, analysis of as-built drawings, or investigation of existing utility infrastructure must be performed so any conflicts with existing utilities (including fiber, water, sanitary sewer, and stormwater lines) are to be shown in the profile view of the drawings to be approved by the City. Prior to construction on each permit, the Company and its contractors must physically identify the locations of existing underground utilities within the path of construction via potholing. Potholes must be filled according to the current Standards. GIS data on the utilities and pipe material, if it can be visually identified, shall be updated on the engineering plans and as-built drawings. In relation to other utilities, all Equipment shall be placed according to the Standards. All Equipment shall be placed underground or, if approved by the City, via attachment to existing utility poles in compliance with the pole owner process for attachment. Any Equipment proposed to be located above ground must be screened in the manner approved by the City and the approval of the entity responsible for the maintenance of the property on which the Equipment is located.
- 4.4. **Obtaining Required Permits for Maintenance and Repair Work.** The Company, at its sole cost and expense, shall maintain the Equipment that is visible to the public in good condition and repair, and perform any necessary maintenance functions. The Company will promptly respond to City requests to maintain Equipment that the City believes is in disrepair. The same process as described in Section 4.1 and 4.2, as applicable, shall be followed for work within the Public ROW relating to the repair or maintenance of the Network after installation; provided, that, a new Supplemental Site License will not be required after the initial installation of the Equipment, but any other necessary permits and performance guarantees for the performance of the work shall be secured as provided herein or in the Standards.
- 4.5. **Fees.** The Company shall apply for the appropriate permits and pay any standard and customary permit fees. In the event that the staffing levels are not sufficient to process Supplement Site Licensee and/or related permits for work in the ROW, whether due to City staffing levels or the number of permits being requested within the City, the City may notify the Company of its ability to add additional staffing capacity through the use of third party contractors. In such an event, the City shall notify the Company of the option to use third party contractors, and in such event the Company desires to pay the additional cost of third party consultants for the Supplement Site License and permit review and inspection work, the Company shall agree to pay the City any costs that the City incurs for such third party review, plus a 5% administrative review fee, less the applicable fees collected pursuant to the City's permit fee schedule had the work been performed by City staff. In such event, the Company shall reimburse the City for all costs and expenses associated with the third party review activities. The City shall provide invoicing to the Company documenting such costs which shall be due and payable within 21 calendar days of receipt to the City. The City will in turn use such funds to pay the third party consultants upon receipt. The purpose of this provision is to allow the City to

recover its actual costs for plan review, engineering and surveying review, and for construction observation, inspection and materials testing. If the Company elects not to pay for the additional costs, the City shall review the Supplement Site License and necessary permits in the ordinary course of business and shall not charge any additional fees, but the Company acknowledges that time for review may be extended in such an event which is not unreasonable.

- 4.6. **Public Infrastructure Security.** In accordance with the Standard's performance guarantee requirements, the Company shall provide financial security, in the form of letter of credit (in a form approved by the City) or cash deposit, for the cost to repair or reconstruct all public infrastructure anticipated to be required with any Supplemental Site License or ROW permit and the cost of any third-party contractors (as described in Section 4.5 above) engaged by the City in conjunction with the services provided herein. Rather than complete a new performance guarantee for each permit issued, the City and the Company may mutually agree upon an amount of a performance guarantee sufficient to cover the costs of the work anticipated to occur within the City for one calendar year; the Parties mutually agree that for calendar year 2025 a \$150,000 performance guarantee will cover the cost of the work to be performed, in future years an email with a cost estimate identifying the amount of the performance guarantee mutually agreed upon by the Parties for the calendar year is sufficient documentation for purposes of this Agreement. If no agreement is reached relating to the amount of the performance guarantee, the amount set forth in the Standard's for each permit shall be required. The Company shall provide such security in the approved form and amount prior to issuance of any required construction permit. When all required repairs or reconstruction of public infrastructure have been completed in accordance with City Standards, the City shall release the performance guarantee back to the Company in accordance with the Standards.

- 4.6.1. **Warranty.** The Company, or its contractor, shall warranty any of its work in the ROW for possible replacement or repairs for a period of two (2) years after completion of the work under a ROW permit. The performance guarantee shall remain in place even upon the completion of the work if additional permits are issued or anticipated to be issued. Only when no additional permits are outstanding and no additional work is contemplated by the Parties shall the performance guarantee be reduced as set forth in the Standards.

- 4.7. **Utility Notification Center.** The Company shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org/>, for location of any underground utilities, and locate the Equipment as required. The Company shall use commercially reasonable efforts to coordinate with the City and any affected utilities to undertake locations in accordance with the policies of each entity.

- 4.8. **Damages to Other Utilities.** To the extent that Company or any of its contractors cause damage to other utility facilities (including network, water, sanitary sewer, and stormwater lines), if there is damage caused

to any major facility, at the discretion of the City, all construction within the City shall cease in order to allow the affected utilities to have the damage repaired. Any contractor of the Company that causes damage to another utility's facilities may be forbidden by the City from doing any further work under this Agreement. Should a stop work order be issued as a result of any damage caused by the Company or any of its contractors, such stop work order may not be lifted until such time as all damaged parties have been fully compensated for their actual damages incurred. See also Damages and Restoration below.

- 4.9. **Public Engagement.** Prior to beginning any work to install, maintain or repair its Network in the Public ROW, the Company shall first notify residents of the work (via door hangers) a minimum of 48 hours in advance of performing the work and the language on the door hangers must be approved by the City all as set forth in the Interruption of Services Section of the Standards.
- 4.10. **General Warranty.** The Company warrants that all Equipment installed by it shall be in accordance with: (a) generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with the City municipal code and any regulations promulgated thereunder ("City Regulations"); (b) the plans and specifications provided by the Company to the City and approved by the City (the "Plans"); and (c) the same standards that the Company applies to construction of its own facilities.
- 4.11. **Non-Liability.** The Company acknowledges that the City's review and approval of the Plans for the Equipment is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to the Company or third parties is assumed by such review approval.
- 5. **Relocation of Equipment.** The Company understands and acknowledges that City may require the Company to relocate one or more of its Equipment installations horizontally or vertically. The Company shall at City's direction relocate such Equipment, at the Company's sole cost and expense, not later than ninety (90) days (except in the case of an emergency) after receiving written notice that the City determines that the relocation is needed. In any such case, the City shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the City within a reasonable time from the date of the notification, but in no event later than three working days prior to the date the City has notified the Company that it, or another public agency or special district intends to commence its work, or, in the case of emergencies, immediately, the City or its agent, public agency or special district completing the work, shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company and may invoice the Company for such expenses which shall be paid promptly by the Company.
- 6. **Modification of Supplement Site License Prior to Installation.** In the event that (i) any of the Supplemental Site License applications has been rejected; (ii) any governmental approval issued to Company is canceled, expires, lapses,

or is otherwise withdrawn or terminated by a governmental authority; or (iii) the Company determines the Equipment Location is no longer technically compatible or financially feasible for its use, the Company shall have the right to terminate all or part of a Supplemental Site License prior to installation of any Equipment. Notice of the Company's exercise of its right to terminate shall be given to the City in writing as set forth in this Agreement, and shall be effective upon the dates set forth in the notice. All standard and customary permit fees paid to said termination date shall be retained by the City. Upon such termination, all or part of the Supplemental Site License, as applicable, shall be of no further force or effect except to the extent of the obligations set forth in this Agreement. The Parties may mutually agree to modify any Supplemental Site License Agreements as needed to reflect any modifications.

7. Termination; Default; Removal and Abandonment of Equipment.

7.1. Termination; Default. At any time, the Company may elect to terminate this entire Agreement or may elect to discontinue the use of only portions of the Equipment. The City shall have the right to terminate all or a portion of this Agreement for failure of the Company in the performance of any covenant or condition in this Agreement within 60 days after receipt from the City of written notice of such breach; provided, however, if the nature of the remedy reasonably requires more than 60 days to cure, the Company shall not be in default if the Company commences such remedy within such 60-day period and thereafter diligently pursues such remedy to completion.

7.2. Notification of Discontinue Use. If at any time the Company intends to terminate this Agreement or discontinue use of any or all Equipment, it shall notify the City in writing of the intent to discontinue use. Such notice (the "Discontinuance Notice") shall describe the Equipment for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than sixty (60) days from the date such notice is submitted to the City and the Company's intended method of removal and restoration. The methods of removal or restoration shall include the following options (as more specifically described below):

7.2.1. Removal of the Equipment from the ROW; or

7.2.2. Abandonment of the Equipment in Place.

7.3. City's Election Upon Receipt of Discontinuance Notice. Upon receipt of a Discontinuance Notice, the City shall have sixty calendar days (the "City's Election Period") to notify the Company of its election with respect to the discontinued Equipment (the "City's Election"). The City may elect to allow the Company to: i) require removal of the Equipment from the ROW, in its sole discretion as more particularly described below, ii) convey the Equipment to the City as described below, or iii) abandon the Equipment in place. If no election is made by the City, the Company may abandon the Equipment in place and the Equipment shall remain under the ownership of the Company. In any event, upon termination or discontinuance of use, the Company shall be required to remove at its sole cost and expense any above ground structures with foundations from the ROW upon termination of this Agreement,

regardless of the election made by the City hereunder. For purposes of clarity, above ground structures with foundations does not include the removal of pull boxes or other equipment that is flush with ground level. The City shall be reimbursed by the Company for all removal costs and expenses including administration costs to remove the above ground structures with foundations, if the Company fails to remove the same.

- 7.4. **Removal of Equipment by the Company.** The Company may not remove, destroy, or permanently disable any such Equipment until the Company has obtained the necessary permits from the City for the removal of the Equipment from the Public ROW. If the City elects for the Equipment to be removed, the Company shall obtain a permit for such removal within 60 days of the receipt of the City's Election. Once the necessary permits have been issued by the City (including receipt by the City of any performance guarantee), the Company shall remove and dispose of such Equipment and restore any property damaged by such removal, and shall complete such removal, disposal, and restoration in accordance with the terms and within the time set forth in the permit, unless additional time is requested from and approved by the City. If Company fails to complete this removal and restoration work in accordance with the approved permit, then the City, upon written notice to the Company, shall have the right at the City's sole election, but not the obligation, to perform the removal or restoration work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the City actual costs and expenses incurred by the City in performing the work to the extent not covered by the performance guarantee received with the permit. If the City does not remove such items at the City's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public ROW may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner permitted by Applicable Law.

- 7.4.1. If Company does not take any action to remove its Equipment pursuant to Section 7.4 or fails to affirmatively abandon or remove its Equipment within six (6) months of the City's Election notice, then the City may, in its sole discretion, notify the Company that the Company will be deemed to have remised, released, quitclaimed, and sold to the City all title and ownership in any Equipment remaining in the Public ROW, and the permanent abandonment in place and transfer of ownership of that Equipment shall automatically vest in the City without necessity of an additional agreement or instruments of conveyance.

- 7.5. **Conveyance of Equipment to the City.** At the discretion of the City, and upon written notice of the City's Election during the City's Election Period described above, the Company may abandon the Equipment in place, and shall further convey full title and ownership of such abandoned Equipment to City in a form acceptable to City. If the City agrees to accept ownership, the Company shall execute and deliver to the City bills of sale in a format acceptable to the City, and such other

documents as the City deems necessary to effectuate such transfer of ownership to the City within thirty (30) days of the City's written notice of its intent to accept the transfer. The consideration for the conveyance is the City's permission to abandon the Equipment in place. The Company shall be responsible for all obligations as owner of the Equipment, or other liabilities associated therewith, until the conveyance is completed. Once the conveyance is completed, the City shall be the owner and responsible for the Equipment.

- 7.6. **Abandonment of Equipment in Place.** At the discretion and upon written notice of City Election, the Company may abandon the Equipment in place, but the Company still retains the responsibility for all obligations as owner of the Equipment, or other liabilities associated therewith. The Company acknowledges and agrees that any Equipment that is abandoned in place may, at a later date, be removed by the City, another public agency or special district, if such party is doing work within the ROW that requires removal of the Equipment, all without further notice to the Company.
- 7.7. **Survival.** The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.
8. **Damage and Restoration.** Unless otherwise provided by Applicable Law, whenever the installation, removal, or relocation of any Equipment is required or permitted under this Agreement, and such installation, removal, or relocation shall cause the Public ROW or any City or other public or private property to be damaged, or whenever the Company, in connection with any of its operations, causes damage to the ROW or any other public or private property, the Company, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property in which the Equipment is located and all affected property to a safe and satisfactory condition. Any repairs or restoration, including emergency work, shall be completed as set forth in the Standards.
9. **Other Utilities, Other Service Providers.**
- 9.1. The Company agrees and understands that if the City has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities within the ROW, the Company has been fully advised by the City that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. The Company shall advise all employees, agents, contractors, and other persons who enter upon the Public ROW the existence and nature of such natural gas facilities and the potential danger and risk involved.
- 9.2. The Company agrees and understands that any natural gas facilities, if located within the ROW, may be subject to cathodic protection by rectifier and related anode beds, and that City shall not be liable for stray current or interfering signals induced in the Equipment as a result of the operating of the cathodic protection system.
- 9.3. The Company agrees and understands that if the City has permitted and allowed to be constructed electric transmission, distribution, or related

facilities within the ROW, the Company has been fully advised by the City that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Public ROW of the existence and nature of such electric facilities and the potential danger and risk involved.

10. **Hazardous Substances.** The Company agrees that the Company, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport or dispose of any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of the City, the Company shall pay, indemnify, defend, and hold the City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company shall ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that the Company is only using a small portion of the ROW and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.
11. **Indemnification.** The Company shall indemnify, defend, and hold the City, its employees, officers, elected officials, agents, and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, or liability (or any Claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Network and any Equipment, or the Company's breach of any provision of this Agreement. The Company's indemnification obligations extend to any Claims asserted by and any person or entity, including, but not limited to, employees of Company or its contractors, subcontractors, or their employees; and any Claims arising from, or alleged to be arising in any way from, the acts or omissions of Company, its sublessees, invitees, agents, or employees.
 - 11.1. The City shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit, or other proceeding in connection with any Claim. In the event such Claim arises, the City shall tender the defense thereof to the Company and the Company shall reasonably consult and reasonably cooperate with the City and County Attorney's Office while conducting its defense. The City and the Indemnified Party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.
 - 11.2. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the City, the Company shall pay for all reasonable expenses incurred by the City as a result of such separate representation;

provided, however, in the event separate representation becomes necessary, the City shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The City's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees.

12. **Insurance.** To assure the City that the Company is always capable of fulfilling specified indemnification obligations, the Company, and its contractors and subcontractors, shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit B. The insurance requirements set forth in Exhibit B may be updated without an amendment to this Agreement with each renewal, automatic or otherwise, of this Agreement, provided that increases in insurance requirements shall be commensurate with the rates of inflation during the period. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of the Company as provided elsewhere in this Agreement, and the Company should rely on its expertise to obtain additional insurance coverage needed for the City and the Company in its performance hereunder.
13. **Governmental Immunity.** The City and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Master License Agreement or any Supplemental Site License, immunities, limitations, coverages, or protections of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as a result of entering into this Agreement.
14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. Either Party may change its representative at any time by notice to the other Party. The Parties each designate an authorized representative as follows:
 - 14.1. **City Representative.** The City designates the City Engineer as the authorized representative of the City under this Agreement. Email address is engineeringpermits@broomfield.org.
 - 14.2. **Company Representative.** The Company designates Google Fiber Legal as the authorized representative of the Contractor under this Agreement. Email address is googlefibernotices@google.com with a copy to legal-notices@google.com.

If the Company is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.
 - 14.3. **Emergency Contact.** The Company shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring the City to take immediate action. The Company's 24/7 call center number is: 877-454-6959.
15. **Miscellaneous Provisions.** The provisions that follow shall apply generally to

the obligations of the parties under this Agreement.

- 15.1. **Documentation.** A Company representative shall have one copy of the applicable rights of way permit issued for work authorized under any Supplemental Site License in the Public ROW and available during construction or maintenance of any Equipment.
- 15.2. **Non-Exclusive Use.** The Parties understand and agree that the City permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, the City shall not be liable to the Company for any damage caused by those persons or entities.
- 15.3. **Compliance with Laws.** The Company shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work under this Agreement, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
- 15.4. **Severability of Provisions.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15.5. **No Waiver.** A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both the City and the Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither the City nor the Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement, except when done so in writing by a Party's authorized representative.
- 15.6. **Federal and State Authorizations.** The Company has obtained all government licenses, permits and authorizations from the Federal Communications Commission which are required in order to provide the Services.
- 15.7. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado. Venue for any proceeding arising out of this Agreement shall be in the District Court, Broomfield County, Colorado.
- 15.8. **Force Majeure.** With respect to any provisions of this Agreement, the violation or noncompliance of any term of this Agreement which could

result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, pandemics, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such party's reasonable control, and which was not caused and could not have been avoided by a party which used its best efforts in its operations to avoid such results. If a Party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, it shall provide documentation as reasonably required by the other Party to substantiate its claim. If that Party has not yet cured the deficiency, it shall also provide the other Party with its proposed plan for remediation, including the timing for such cure.

- 15.9. **Limitation of Liability.** Except for indemnification pursuant to Section 11, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 15.10. **Representations and Warranties.** Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- 15.11. **No Third-Party Beneficiaries.** This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.
- 15.12. **Public Disclosure.** The Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, §24-72-202(6), C.R.S., and accordingly may be disclosed to the public.
- 15.13. **Officials Not To Benefit.** No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom other than being provided the Services of the Company as any other customer of the Company.
- 15.14. **Co-Builds and Use of Conduit by the City.** Should the City desire to place its own facilities for City purposes in trenches or bores opened by the Company using conventional trenching techniques (i.e. not shallow/micro trenching), the Company shall cooperate with the City in any construction by the permittee that involves trenching or boring in accordance with Broomfield Municipal Code §14-10-120 (F) and (G). For purposes of clarity, this provision shall not apply to colocation of facilities using micro-trenching or Shallow trenching techniques, this

City shall not collocate in Shallow trenches.

- 15.15. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment, provided that, the in such assignment the assignee assumes all of the obligations of the Company regarding this Agreement including obligations prior to the assignment.
- 15.15.1. Notwithstanding the foregoing, the Company may at any time, on written notice to the City, assign this Agreement or any or all of its rights and obligations under this Agreement:
- 15.15.1.1. to any Affiliate (as defined below) of Company;
- 15.15.1.2. to any successor in interest of Company's business operations in Broomfield in connection with any merger, acquisition, or similar transaction; or
- 15.15.1.3. to any purchaser of all or substantially all of Company's Equipment in Broomfield.
- 15.15.2. Following any assignment of this Agreement to an Affiliate, the Company will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.
- 15.16. **Amendment.** This Agreement may not be amended except pursuant to a written instrument signed by both Parties. The City and County Manager has the authority to enter into amendments to this Agreement, in addition to the areas herein specifically delegated to the City Engineer by this Agreement.
- 15.17. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the Parties concerning use of the Public ROW is superseded by this Agreement.
- 15.18. **Execution; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of

which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement.

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



This Agreement is executed by the Parties hereto in their respective names as of June 3, 2025.

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

Mayor
One DesCombes Drive
Broomfield, CO 80020

ATTEST:

By: _____
City Clerk


APPROVED AS TO FORM:

By: _____
City and County Attorney

COMPANY

GOOGLE FIBER COLORADO LLC,
a Colorado limited liability company

By: _____
Name:
Title:
Address.


Philipp Schindler
Authorized Signatory

2025.04.10
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EXHIBIT A

THE COMPANY SHALL PROVIDE THE FOLLOWING SUPPLEMENTAL SITE LICENSE SIGNED INCLUDING A MAP OF THE AREA TO BE CONSIDERED FOR INSTALLATION OF EQUIPMENT AS MORE PARTICULARLY DESCRIBED IN THE MASTER LICENSE AGREEMENT. IN ADDITION TO THIS DOCUMENT, THE COMPANY SHALL SUBMIT THE THEN CURRENT FORM OF ROW PERMIT APPLICATION (CURRENTLY REFERRED TO AS A PUBLIC/PRIVATE IMPROVEMENT PERMIT).

FORM OF SUPPLEMENTAL SITE LICENSE

THIS SUPPLEMENTAL SITE LICENSE is entered into this ___ day of _____, 20___ (“Effective Date”) between the City and County of Bromfield, Colorado, a Colorado home rule municipality and county (the “City”) and Google Fiber Colorado LLC, a Colorado limited liability company (“Company”) (collectively, the “Parties”).

1. Supplemental Site License. The City grants to the Company a non-exclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain the Equipment, as contemplated and defined in that certain Master License Agreement For Fiber Optic Network in connection with the operation of the Company’s Network, between the City and the Company dated _____, 20___, within the Public ROW (as defined in the Master License Agreement) segment shown in Exhibit 1, attached hereto and incorporated herein by this reference (“Equipment Location”). **[DRAFTING NOTE: EACH TIME A SUPPLEMENTAL LICENSE IS GRANTED THE NUMBER FOR THE NEXT EXHIBIT SHALL BE INCREASED BY 1 DIGIT (i.e. Exhibit 1, Exhibit 2, Exhibit 3 etc.), SO EACH SUPPLEMENTAL SITE LICENSE CAN BE MORE EASILY TRACKED]**
2. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 3 of the Master License Agreement.
3. Equipment Location Acknowledgement. The Company and the City acknowledge and agree that the general placement of the Equipment in the locations identified on Exhibit 1 are feasible and the City believes there is room within the ROW indicated for the Equipment; however, the individual permits issued for the installation of the Equipment shall list the detail as required and detailed in the Master License Agreement.
4. Incorporation of Master License Agreement. All of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Master License Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Master License Agreement unless otherwise indicated herein.
5. Approvals. It is understood and agreed the Company’s ability to install its Equipment in the ROW is contingent upon its obtaining all of the appropriate certificates, permits and other approvals that may be required under Applicable Law.
6. Notice and Communications. All notices, requests, and demands to or upon any Party to this Supplemental Site License shall be in writing addressed to the person

designated in the Master License Agreement.

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

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

City Engineer
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

COMPANY

Google Fiber Colorado LLC,
a Colorado limited liability company

Name:
Title:

EXHIBIT 1

Supplemental Site License Location Map

[To be attached with Supplemental Site License Application]

EXHIBIT B

INSURANCE REQUIREMENTS

CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including Pollution Liability

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

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

Insurance Requirements - Including Pollution Liability		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	Commercial General Liability <ul style="list-style-type: none"> Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. <p>Note: For contracts involving vendor/contractor contact with minors or at risk adults Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p>	Minimum Limits: <ul style="list-style-type: none"> \$5,000,000 Each Occurrence \$5,000,000 General Aggregate (Per project aggregate for construction contracts) \$5,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)
2.	Automobile Liability <ul style="list-style-type: none"> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos). 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 each accident combined single limit. \$2,000,000 General Aggregate If hazardous materials are transported, an MCS 90 form shall be included on the policy.
3.	Workers' Compensation <ul style="list-style-type: none"> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. <p>Note: This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</p>	Employer's Liability with Minimum Limits: <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate
4.	Environmental Liability Insurance <ul style="list-style-type: none"> Contractor/Vendor will purchase an environmental liability policy covering bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from contractor/vendors operations and completed operations. 	Minimum Limit: <ul style="list-style-type: none"> \$1,000,000 Each Occurrence/Aggregate
5.	Excess or Umbrella Coverage <ul style="list-style-type: none"> Excess or Umbrella Liability insurance on an occurrence basis covering in excess of commercial general liability insurance, which has coverage as such policy. 	Minimum Limit: <ul style="list-style-type: none"> \$2,000,000 Each Occurrence/Aggregate
<p>Additional Insured - The following shall be named an Additional Insured: The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Pollution Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p>Certificate Holder is: City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 certificates@broomfield.org</p>		

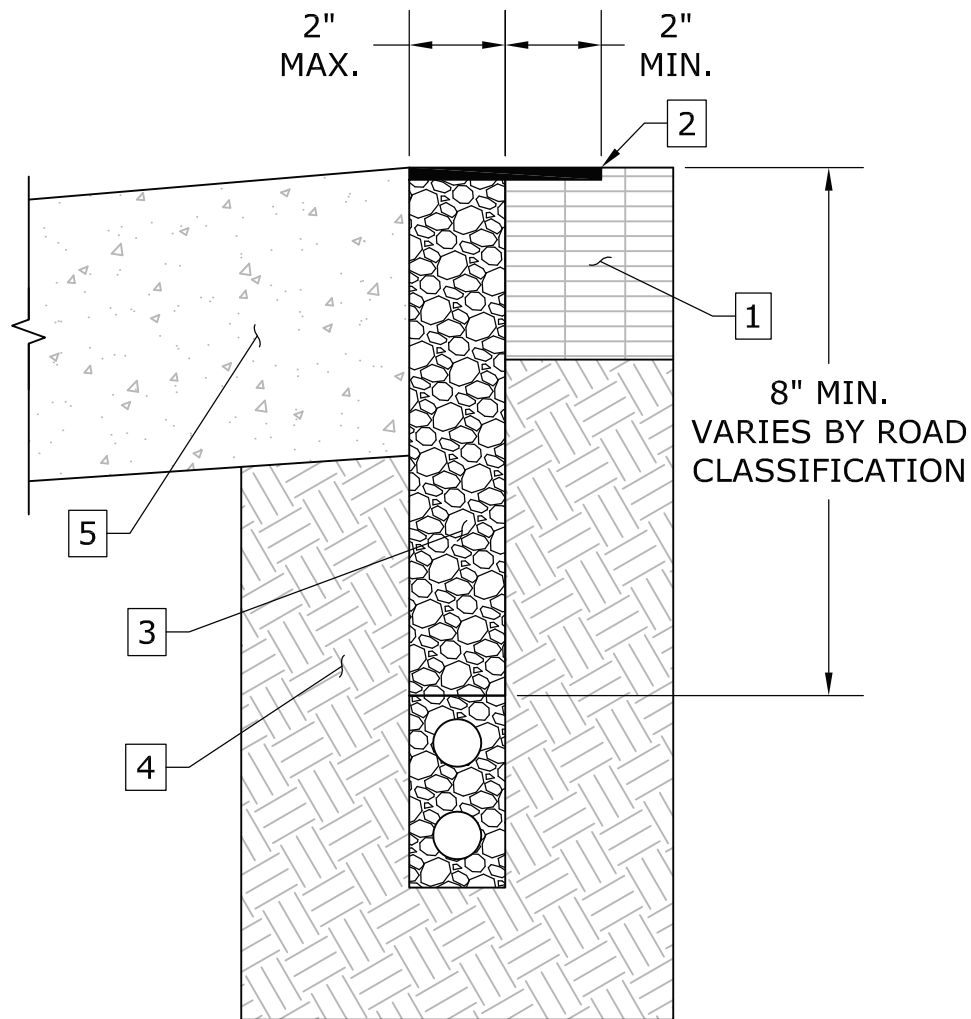
Any deviations below the standards given above must be approved by the City and County of Broomfield's Risk Management office. Please direct any questions to RiskManagement@broomfield.org

EXHIBIT C

SHALLOW TRENCHING DETAILS

[See attached.]





MATERIALS SPECIFIED IN SECTION NOTED SECTIONS OF THESE STANDARDS AND SPECIFICATIONS:

1. EXISTING ASPHALT (900)
2. MASTIC
3. FLOWFILL
4. ROAD BASE (351.01)
5. CURB & GUTTER (800 DETAILS)

EXISTING BACKFILL MUST BE REMOVED TO EXPOSE ASPHALT TRENCH WALL

ALL SURFACES MUST BE CLEAN AND DRY PRIOR TO MASTIC PLACEMENT

MASTIC WILL BE CRAFTCO® "MASTIC ONE" OR APPROVED EQUAL

FLOWFILL OR OTHER CEMENTITIOUS MATERIAL USED FOR BACKFILL WILL BE SELF CONSOLIDATING WITH A COMPRESSIVE STRENGTH AT 28 DAYS BETWEEN 1000 PSI AND 3000 PSI.



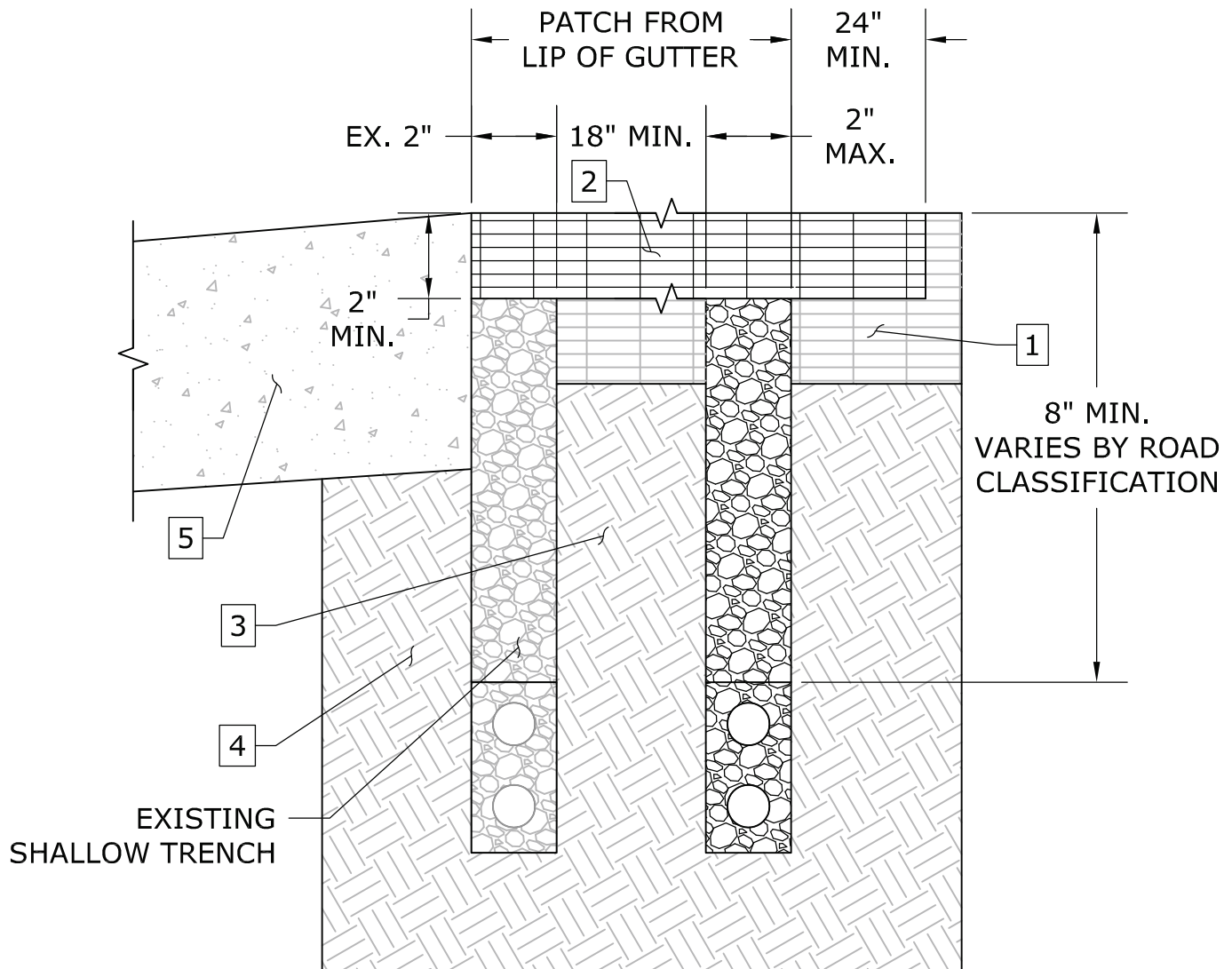
City and County of Broomfield
ENGINEERING DEPARTMENT

TITLE: SHALLOW TRENCH – SINGLE

DETAIL DRAWING NUMBER:

DATE: 2024

TWO



MATERIALS SPECIFIED IN NOTED SECTIONS OF THESE STANDARDS AND SPECIFICATIONS:

1. EXISTING ASPHALT (900)
2. PROPOSED ASPHALT PATCH (CCOB DTL. 100-2)
3. FLOWFILL
4. ROAD BASE (351.01)
5. CURB & GUTTER (800 DETAILS)

REMOVE EXISTING MASTIC TREATMENT INSTALLED WITH ORIGINAL SHALLOW TRENCH

EXISTING BACKFILL MUST BE REMOVED TO EXPOSE ASPHALT TRENCH WALL

2 TRENCHES MAXIMUM ON ONE SIDE OF A ROADWAY

FLOWFILL OR OTHER CEMENTITIOUS MATERIAL USED FOR BACKFILL WILL BE SELF CONSOLIDATING WITH A COMPRESSIVE STRENGTH AT 28 DAYS BETWEEN 1000 PSI AND 3000 PSI.



City and County of Broomfield
ENGINEERING DEPARTMENT

TITLE: SHALLOW TRENCH – DOUBLE

DETAIL DRAWING NUMBER:

DATE: 2024

TW



City and County of Broomfield

City Council Regular Meeting

C. Proposed Resolution Broadband Ready Certified Community

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Kateri Abeyta, Director of Information Technology	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

Broomfield has proactively taken the necessary steps to become a willing partner that has minimized barriers to broadband infrastructure deployment. Resolution No. 2025-96 recognizes the Broadband Ready Certified Community designation by The State of Colorado Broadband Office (CBO) in the Governor's Office of Information Technology.

Attachments

[Memo Broadband Ready Certified Community.pdf](#)

[Resolution No. 2025-96, Acknowledging Broomfield is a Broadband Ready Certified Community by the Colorado Broadband Office in the Governor's Office of Information Technology.pdf](#)

[City & County of Broomfield BRCC.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Providing access to high-speed broadband is a community effort that requires planning, coordination, partnership and management at the local, regional, and state levels. The State of Colorado Broadband Office (CBO) in the Governor's Office of Information Technology has established a program to recognize broadband-ready communities that have infrastructure, programs, and support to connect residents to high-speed, reliable internet for the betterment of residents and the community's economy.

Since 2017, the City and County of Broomfield team has been focused on the implementation of the Fiber Master Plan that includes plans to create opportunities for reliable, affordable high-speed broadband connectivity that is essential to enticing new industry, sustaining, and growing the local economy, and insulating and improving the quality of life for the residents in the community. CCOB's network infrastructure has become the "Fourth Utility" in critical infrastructure along with water/sewer, power/gas, and streets necessary to connect and serve our community.

In order to earn the Broadband Ready Certified Community designation, CCOB has met program criteria that includes:

- Identification of the department (Information Technology) that will serve as lead for broadband efforts and collaborate with other departments in developing policies, guidelines, and processes that will ensure smooth implementation of projects;
- Establishment of a plan, capacity, and funding sources to ensure long-term sustainability of broadband deployment;
- Engaging in partnerships with local Internet Service Providers (ISPs). CCOB has Master License agreements with 4 ISPs to install fiber-to-home infrastructure within Broomfield rights-of-way HyperFiber, Intrepid Fiber Networks, Vero, and Metronet and a 5th contract pending with Google Fiber;
- Creating an inventory of infrastructure assets utilizing our GIS platform to assist in determining route feasibility and coordination with other critical asset alignments.

CCOB has proactively taken the necessary steps to become a willing partner that has minimized barriers to broadband infrastructure deployment. Resolution No. 2025-96 confirms that commitment and recognizes the Broadband Ready Certified Community designation by The State of Colorado Broadband Office (CBO) in the Governor's Office of Information Technology.

Financial Considerations

N/A

Prior Council or Other Entity Actions

August 15, 2017 [Project Connect: Municipal Broadband Network Planning](#)

February 27, 2018 [Explore Improvements to City Communications and Internet Connectivity](#)

August 13, 2024 [Resolution No. 2024-63](#) for a Master License Agreement for HyperFiber of Colorado, LLC (HyperFiber)

August 13, 2024 [Resolution No. 2024-99](#) for a Master License Agreement for BIF IV Intrepid OPCO, LLC (Intrepid).

October 1, 2024 [Resolution No. 2024-135](#) for a Master License Agreement for Vero Broadband, LLC (Vero)

November 12, 2024 [Resolution No. 2024-51](#) for a Master License Agreement for Metro Fibernet, LLC

(Metronet)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to recognize the Broadband Ready Certified Community designation, the appropriate motion is...

That Resolution 2025-96 be adopted.

Alternatives

Do not approve the Resolution acknowledging the designation. The current designation would stand, but staff would not seek renewal in three years.

RESOLUTION NO. 2025-96

A resolution acknowledging the City and County of Broomfield is a Broadband Ready Certified Community by the Colorado Broadband Office in the Governor's Office of Information Technology

Recitals.

WHEREAS, the State of Colorado recognizes the critical importance of fast, reliable, and affordable broadband internet access as a necessary tool for communities to engage in work, education, healthcare, and commerce; and

WHEREAS, Governor Jared Polis signed Executive Order D 2022 023, which establishes a goal of connecting 99% of Colorado households with access to high-speed broadband internet by 2027; and

WHEREAS, the Advanced Colorado Broadband grant programs will provide Colorado communities with state and funding on a competitive, matching basis to execute broadband projects; and

WHEREAS, to help local communities understand their role and ways they can plan and execute broadband projects, the Colorado Broadband Office developed the Broadband Ready Community Checklist (BRCC) - a set of tangible, voluntary, tasks that will help local communities and their partners successfully plan and execute broadband projects; and

WHEREAS, Broomfield has demonstrated successful completion of the Broadband Ready Checklist and has been designated as a Broadband Ready Certified Community by the Colorado Broadband Office;

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

Section 1.

City Council hereby acknowledges that the City and County of Broomfield has been recognized as a *Broadband Ready Certified Community* by the Colorado Broadband Office and Broomfield shall maintain certification for a period of three years from the date of certification letter.

Section 2.

The City and County of Broomfield acknowledges *Broadband Ready Certified Community* designation is voluntary and not required to receive funding via the Advance Colorado Broadband grant programs.

Section 3.

The City and County of Broomfield acknowledges that the designation does not guarantee state and/or federal broadband funding, but will identify the community as a willing partner that has minimized barriers to broadband infrastructure deployment.

Section 4.

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

Approved on June 3, 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

Certificate of Completion

The Colorado Broadband Office recognizes this community for proactively taking steps to encourage broadband development and investment to improve the quality of life for its residents.

City and County of Broomfield



Brandy Reitter
Executive Director
Colorado Broadband Office





City and County of Broomfield

City Council Regular Meeting

A. Public Hearing - Brainard V Genesis Dealership Planned Unit Development Plan, Final Plat, Site Development Plan/Urban Renewal Site Plan & Use by Special Review

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Action Items Item: 7A.
Presented By	
Lynn Merwin	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

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

Cars-DB4 LP has submitted an application for a Planned Unit Development (PUD) Plan, final plat, and a use by special review/site development plan/urban renewal site plan (USR/SDP/URSP) to capture improvements related to a new automobile sales and service center. The project area includes Lot 2, Brainard V Minor Subdivision, totaling approximately 3.5 acres.

Attachments

[Brainard PUD, FP, USR, and SDP_URSP CC URA Memo \(1\).pdf](#)
[2025-91 Brainard V \(Genesis\) Resolution.pdf](#)
[2025-92-UR Brainard V \(Genesis\) BURA Resolution\).pdf](#)

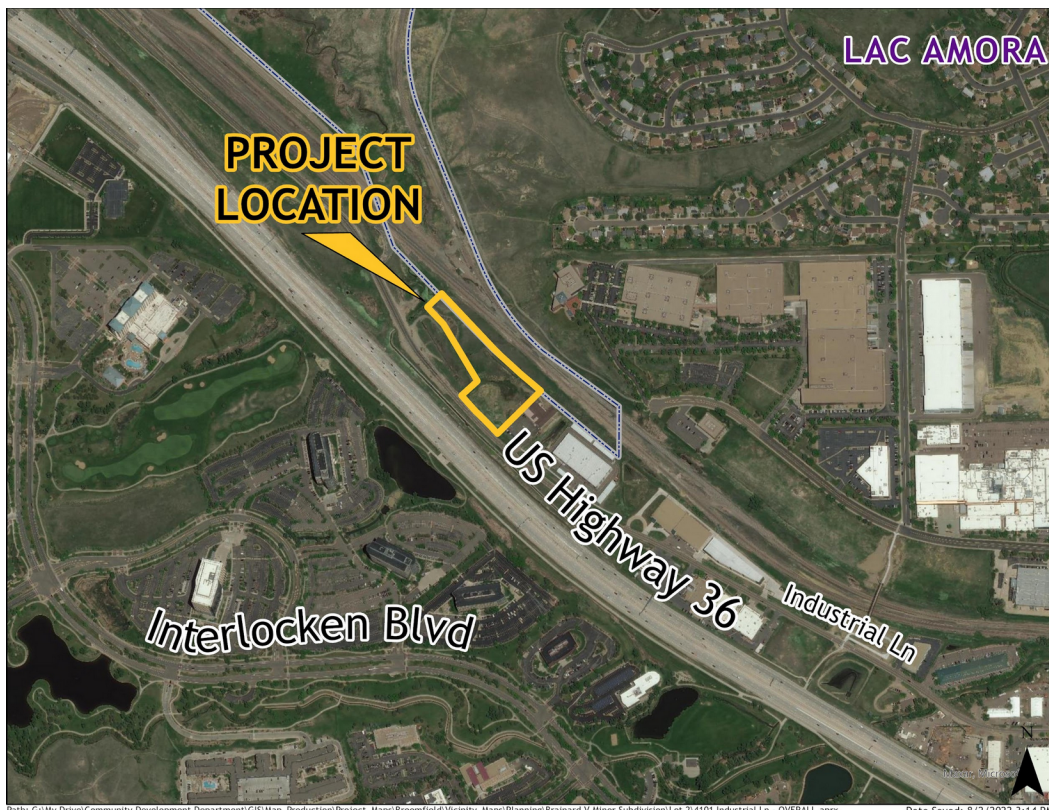
Summary

[View Correspondence](#)

[View Presentation](#)

[Broomfield Voice](#)

Cars-DB4 LP has submitted an application for a planned unit development (PUD) Plan, final plat, and a combined use by special review/site development plan/urban renewal site plan (USR/SDP/URSP) to capture improvements related to a new automobile sales and service center. The project location is 4101 Industrial Lane, and the area includes Lot 2 of the Brainard V Minor Subdivision, totaling approximately 3.5 acres.



Path: G:\My Drive\Community Development Department\GIS\Map_Production\Project_Maps\Broomfield\Vicinity_Maps\Planning\Brainard V Minor Subdivision\Lot 2\4101 Industrial Ln - OVERALL.aprx

Date Saved: 8/2/2022 3:14 PM

Project Location Map

Proposed Resolution Nos. 2025-91 and 2025-92-UR would approve the requested PUD Plan, final plat and SDP/URSP/USR.

Financial and Economic Considerations

The proposed development of a full-service automobile center, with vehicle sales and service, is consistent with the industrial land use designation envisioned for the area in the Broomfield Comprehensive Plan. The proposed development and business would add to the increased variety of electric vehicle options in the community and the area. The proposed development would also increase local employment, with most positions providing benefits and paying more than \$30.00 an hour.

In Colorado, vehicle sales activity is taxed through collection of Sales/Use Tax to the point of the owner's residence. Thus, Broomfield receives Use Tax for new and used vehicles purchased by local residents and

businesses, as opposed to the location of the vehicle dealership.

The net fiscal analysis is net positive for this proposed development, estimated to be \$125,000-\$150,000 annually. The dealership will generate sales tax from parts and tire purchases, property tax for the building, and business personal property tax for furniture and service center equipment. Additionally, the construction of the sales and service building will generate an estimated \$125,000-\$150,000 in one-time building material Use Tax revenues.

Due to the location of the proposed development, the water and sanitary lines will need to be extended to the property. A 12-inch water line will be installed along Industrial Lane to the west property line, running through the site for fire hydrant connections. This water main is capped at the east property line and will allow the neighbor at Conscious Alliance to connect and add a water loop to their property in the future. This design greatly improves the fire protection for this development and the existing building to the east, housing Conscious Alliance.

Prior Council or Other Entity Actions

- In [September 2022](#), City Council and Land Use Review Commission (LURC) reviewed an online concept plan for three flex buildings.
- On [October 17, 2023](#), City Council reviewed a concept plan for a 24,000 square foot automobile sales and service dealership.

Boards and Commissions Prior Actions and Recommendations

The Land Use Review Commission reviewed the proposed project on April 28, 2025, and voted unanimously to recommend approval with no conditions.

Proposed Actions/Recommendations

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

Resolution No. 2025-91 be approved.

If the Broomfield Urban Renewal Authority wishes to approve the urban renewal site plan, it is recommended that....

Resolution No. 2025-92-UR be approved.

Alternatives

If the proposed plans do not comply with applicable Broomfield Municipal Code review standards for the planned unit development plan, final plat, use by special review, and site development plan/urban renewal site plan:

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

Key Details

Project Website

<https://www.broomfieldvoice.com 4101industrial lane>

Links to Application Materials

[Narrative](#)

[Brainard V PUD Plan](#)

[Brainard V Replat B, Lot 2 Final Plat](#)

[Brainard V USR/URSP/SDP](#)

How to Submit Public Comments on this Proposal

Questions and comments may be provided on the Broomfield Voice project page (refer to the above link) or emailed directly to planning@broomfield.org

SUMMARY OF APPLICATION

The request is for consideration of approval of a final plat, PUD Plan, USR/URSP/SDP associated with an automobile dealership that includes a showroom and sales office with an automobile service garage at the rear of the building.

Property Owner and Applicant

Property Owner: Cars DB4 LP

Applicant: Casey Adragna/Adragna Architecture + Development

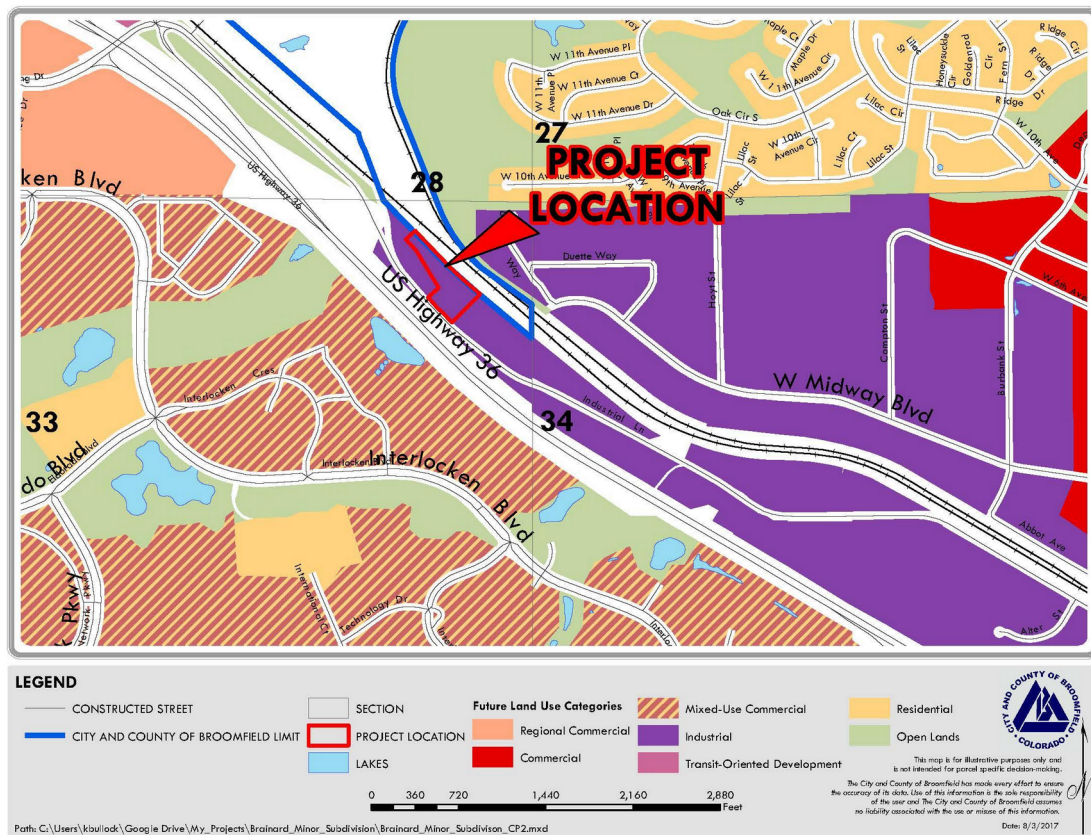
Concept Review

A concept review was held for the proposed final plat, PUD, and USR/URSP/SDP on [October 17, 2023](#). The conceptual plan received generally positive feedback. The applicant is moving forward with their proposal, consistent with the conceptual plan shared at the meeting. The building placement, orientation, automotive service garage, and inventory storage will be located in the same areas that were identified in the concept plan and as described in this staff report. Since the concept review meeting, the applicant has opted to change the business focus from a Hyundai dealership to the proposed Genesis dealership.

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 Industrial areas as those characterized by light and heavy industrial, office, manufacturing, research and development, warehousing, outside storage, and some commercial uses. Automobile sales and service are consistent with this designation. The following map shows the project location within a portion of the Comprehensive Plan land use map for the surrounding area.



A Portion of the 2016 Comprehensive Plan Land Use Map

Goals and Policies

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

Goal LU-E: “Encourage and support commercial development that contributes to a diverse community image and to a vibrant character that provides increased choices and services”:

- **Policy LU-E.13:** Encourage and support a variety of business employers and industries.

Goal ED.8: “Maintain and enhance the vitality of commercial, industrial, and retail sectors in order to provide employment and tax base.”

Goal LU-F: Industrial Areas - “Encourage and support a variety of industrial land use types and intensities in designated areas that are both supported by and compatible with surrounding land uses.”

Neighborhood/Sub-Area Plan

The property is within the US 36 Sub-Area Plan adopted by the Council in 1997. The property is identified as “light industrial” within the plan.

Broomfield’s Sub-Area Plans are designed to help achieve several common goals:

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

The application is generally consistent with the goals of the sub-area plan.

ZONING, URBAN RENEWAL AREA, PREVIOUSLY APPROVED PLANS, AND STATUS OF THE DEVELOPMENT

Zoning

The property is zoned Planned Unit Development (PUD), without an approved plan and is subject to the [Broomfield Municipal Code \(BMC\) Interchange Influence Area](#) (IIA). The IIA was adopted in 1991 and provides development requirements and lists prohibited uses within a defined overlay area, which includes the subject property. The prohibited uses include automobile sales and services. For this reason, a variance request to permit the use is included with the development plans.

The property is also subject to the US 36 West Corridor Urban Renewal Plan (URP) and the US 36 Sub-Area Plan (SAP). The URP, adopted in 2013, permits automobile uses, subject to approval of a use by special review (USR) by the Urban Renewal Authority. The SAP identifies the land use on this subject site as “Light Industrial.” Automobile uses align with the light industrial designation.

As established in the BMC, the interchange influence overlay area designation, established in 1991, is intended to be applied primarily to undeveloped and underdeveloped lands which may be subject to increased growth and development pressures due to the construction of the (then) new interchange on a limited access highway such as US 36. It is further intended that this designation will encourage and foster high-quality development in the area of a (then) proposed interchange. PUD zoning allows for customization of the property zoning through development and approval of a PUD plan, subject to a formal development review process with public hearings and a final decision by the City Council. The proposed PUD Plan allows for an automobile dealership with automotive repair, subject to approval of a use by special review by the City Council.

US 36 West Urban Renewal Plan and US 36 Sub-Area Plan

This property is subject to the [US 36 West Corridor Urban Renewal Area Plan](#), which states that the purposes of the Plan are to eliminate and prevent blight and to achieve development of the highest quality within the Urban Renewal Area. The review standards for the Urban Renewal Site Plan are substantially similar to the standards of a site development plan approval per the Broomfield Municipal Code. The Urban Renewal Plan establishes permitted uses and uses, including automobile sales and services, that are subject to special review. The subject application is proposing to permit automobile sales and services, subject to a use by special review.

The property is also within the US 36 Sub-Area plan adopted by the Council in 1997. The property is identified as part of an “open space subdistrict” within the plan. The 2016 Comprehensive Plan updated the Open Lands designation of this property to “Industrial.” Since the designation of the property was updated to “Industrial” in 2016, the open space goals and standards applied to this property in 1997 are no longer relevant.

Broomfield’s Sub-Area Plans are designed to help achieve several common goals:

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

Previously Approved Development Plans

The project area is an undeveloped, vacant, platted parcel. A previous development application for a PUD Plan, final plat, and USR/URSP/SDP for a small flex industrial development was submitted but later withdrawn when the then property owner sold it to the current owner, Cars-DB4 LP.

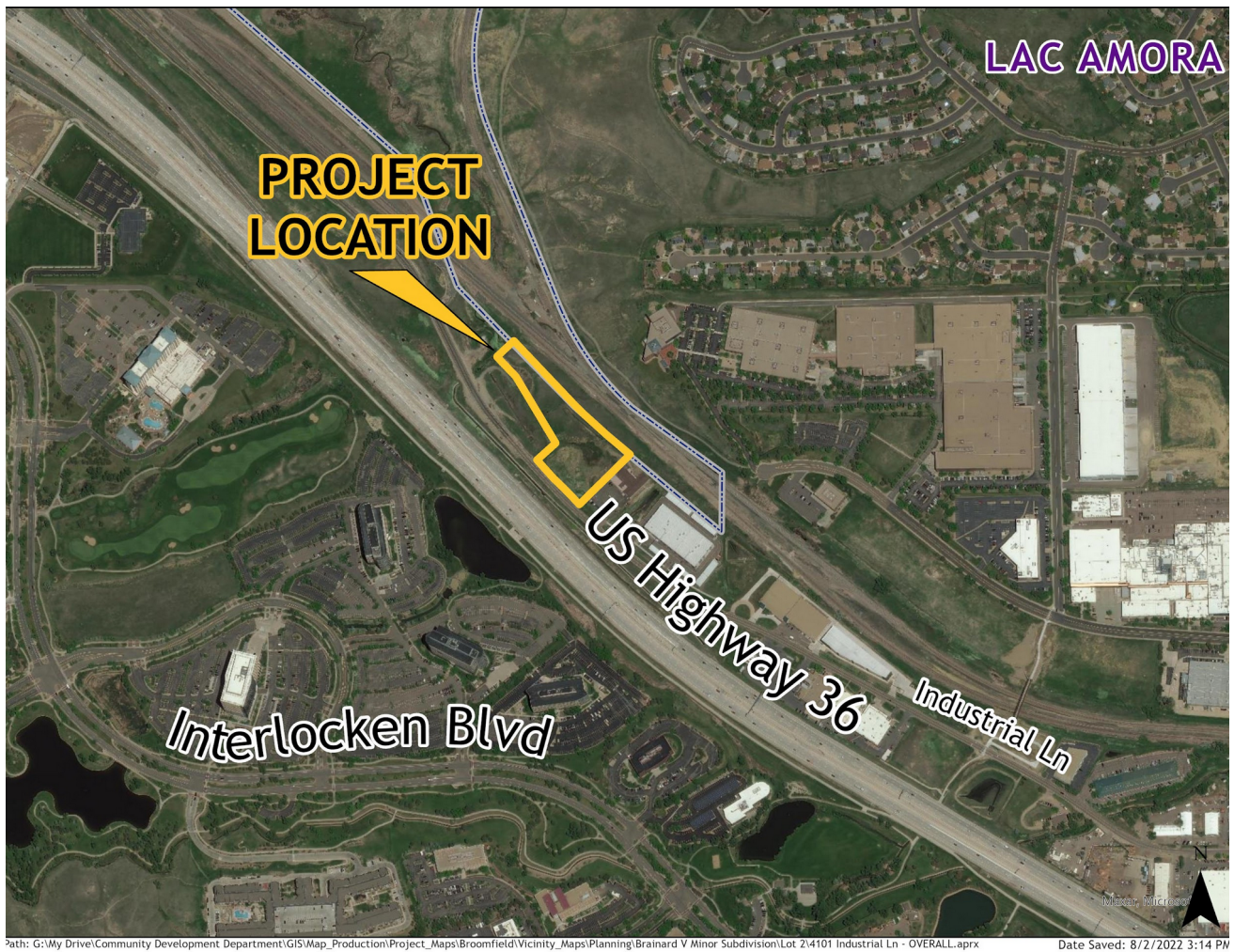
Status of the Development

The subject property is currently vacant. In 1999, it was platted via a minor subdivision plat. In September 2001, the City Council annexed the property.

AREA CONTEXT

The following aerial map shows the proposed development boundary in context with the surrounding neighborhood. The area is comprised primarily of light industrial uses, with a portion of the lot frontage taking advantage of its visibility from US Highway 36. The property lines of the subject site generally run parallel to the right-of-way and are diagonal, running northwest/southeast. US Highway 36 is located approximately 120 feet southwest of the property and across from Industrial Lane.

Immediately to the southeast of the site is Conscious Alliance, an office, small warehouse, and distribution center, and to the southeast of that property is Extra Space, a self-storage facility approved by the City Council and the Urban Renewal Authority in 2017. To the north of the site are the Burlington Northern and Santa Fe (BNSF) railroad tracks. Hunter Douglas is to the north of the railroad. The Colorado Department of Transportation owns the property to the northwest; it is used for a detention pond that captures runoff from the highway.



Project Location Map

Surrounding Land Uses

The property to the northwest is owned by the Burlington Northern Santa Fe Railroad, and the property to the south is a public right of way that contains Industrial Lane. The property to the southeast contains an office warehouse. The property to the northwest contains a detention pond that the Colorado Department of Transportation owns; the Comprehensive Plan designates these properties as “Industrial”.

CURRENT APPLICATION - DETAILED DESCRIPTION AND STAFF REVIEW

Description

Cars-DB4 LP is requesting approval of a PUD Plan, final plat, and USR/URSP/SDP to allow for an automobile sales and service use on a vacant 3.52-acre lot at 4101 Industrial Lane. The proposal is for a 27,200 square-foot (sf) automobile dealership with a showroom and service center on 1.20 acres (-/+). Other improvements include electric vehicle parking spaces, customer and employee parking, an area set aside for inventory storage, landscaping, signage, and exterior lighting.

Final Plat

The final plat establishes property lines, the drainage and public access easement for the stormwater detention pond, and utility easements. As mentioned previously, a segment of land that is approximately 0.147 acres in size was conveyed to Broomfield via a quit-claim deed for the sidewalk/trail segment that will provide connections to the US 36 Bikeway and other trails in the vicinity. This land is not a part of the final plat.

Planned Unit Development Plan

The proposed PUD Plan establishes the site-specific zoning details for the property. While the proposed auto sales and service as the primary permitted use is not consistent with the IIA overlay, as discussed above, the PUD Plan otherwise aligns with the intent of the IIA as established in the [BMC, Chapter 17-29](#). The BMC indicates that the IIA designation will encourage and foster high-quality development in the area of the Northwest Parkway and US 36 Highway interchange. The PUD plan explicitly prohibits specific commercial uses, including car washes, mini storage facilities, and animal kennels, which aligns with the prohibited uses listed in Municipal Code section 17-29-060. The PUD Plan also establishes the landscape and architectural design criteria, including building design and materials, parking design, lighting, and the type of fencing that is permitted. The proposed PUD Plan's established design standards align with those outlined in the [BMC, Chapter 17-29](#).

Use by Special Review

The applicant is proposing automobile sales and service as a permitted use subject to a use by special review (USR), per the requirements outlined in the [US 36 West Corridor Urban Renewal Area Plan](#), which permits automobile uses, subject to approval of a USR. The USR is included on the URSP/SDP and it outlines an operation plan that establishes the automobile dealership's hours of operation, approximate number of employees, exterior lighting operation, vehicle service operations, and the approximate hours when new vehicles will be delivered.

The following is an excerpt from the USR regarding the operations plan:

USE BY SPECIAL REVIEW OPERATION PLAN

HOURS OF OPERATION: 9AM-8PM MONDAY-SATURDAY (CLOSED SUNDAY)

APPROXIMATE NUMBER OF EMPLOYEES: 50

MAX AUTOMOBILES STORED FOR INVENTORY: 82 VEHICLES, STORED IN NORTHERN PARKING LOT THAT IS SUBSTANTIAL OFFSET FROM INDUSTRIAL LANE.

EXTERIOR LIGHTING IS ALL "DARK SKY COMPLIANT" AND WILL BE ON PHOTOCELL SENSORS LEAVING THEM ON FROM DUSK UNTIL DAWN. ALL EXTERIOR LIGHTING SHALL BE SHIELDED AND DOWNWARD FACING TO AVOID NIGHTTIME GLARE.

THERE WILL BE APPROXIMATELY 14 INVENTORY PARKING SPACES THAT WILL BE USED FOR STORING VEHICLES BEING SERVICES, FOR BOTH BEFORE AND AFTER BEING SERVICED.

VEHICLE SERVICE CUSTOMERS WILL PULL THEIR VEHICLES DIRECTLY INTO THE VEHICLE SERVICE DRIVE, THEN FROM THERE AN EMPLOYEE WILL BRING THEIR VEHICLE DIRECTLY TO A SERVICE BAY TO BEGIN SERVICE OR TO ONE OF THE 14 INVENTORY SPACES WHILE WAITING TO BE SERVICED.

NEW VEHICLE DELIVERIES WILL TYPICALLY TAKE PLACE AWAY FROM REGULAR BUSINESS HOURS FROM APPROXIMATELY 8PM- 8AM. AND WILL BE DELIVERED TO THE SITE VIA VEHICLE TRANSPORT TRAILERS. THE TRAILERS WILL BE PULLING INTO THE SITE OUTSIDE OF ANY EMERGENCY VEHICLE DRIVE AISLES WHILE THE NEW VEHICLES ARE TAKEN OFF THE TRAILER AND MOVED TO A VEHICLE INVENTORY PARKING SPACE.

THERE WILL BE NO EXTERIOR INTERCOM SYSTEM USED WITH THE OPERATION OF THIS BUSINESS.

Operation Plan for Dealership

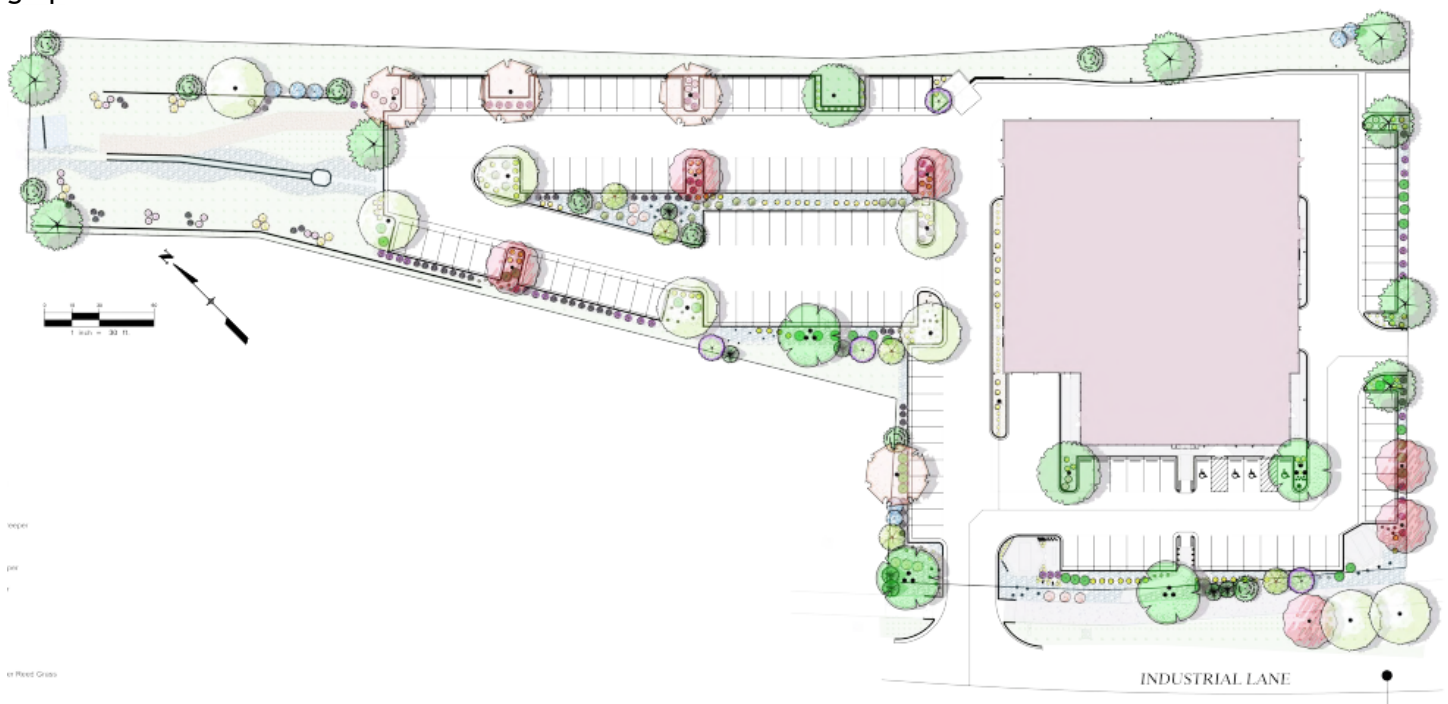
Background/Base Data

PROPERTY OWNERS	Cars-DB4 LP
APPLICANT	Casey Adragna/Adragna Architecture + Development
PROPERTY LOCATION	4101 Industrial Lane
PROPERTY SIZE	3.52 Acres
CURRENT ZONING	PUD
PROPOSED ZONING	PUD
CURRENT LAND USES	Vacant
PROPOSED LAND USES	Automobile Sales and Service
COMPREHENSIVE PLAN DESIGNATION	Industrial

Site Layout

The site plan proposes the 27,200 sf building at the southeast side of the lot, with the automobile service area at the rear or north side of the property. The service center will include garage doors facing the northwest and southeast. The service entrance for customers is at the front (south side) of the building.

Parking for customers and employees is at the front of the building and to the northwest and southeast (generally oriented toward Industrial Lane). Automobile inventory parking is shown along the northwestern area of the lot (generally the back portion of the building). The stormwater detention pond is shown northwest of the inventory parking area. Drive aisles provide circulation throughout the property and around the showroom/sales, and service building. The trash enclosure is shown at the rear of the site at the northwest corner of the building and is screened. The following graphic is a representation of the proposed improvements. Note that the lot is situated at a northwesterly angle. Refer to the north arrow in the graphic for orientation.



Proposed Dealership Site Layout

The property owner previously conveyed to Broomfield approximately 0.147 acres of land along the Industrial Lane street frontage for a Broomfield Capital Improvement Program project comprising public roadway improvements, including a bicycle/pedestrian trail segment. The Broomfield-funded CIP project phase 1 extended from Commerce Street to Shep's Crossing, located approximately 0.4 miles to the east of

this site, and is now complete. The construction of the phase 2 segment will continue the trail from Shep's Crossing to the US 36 East Flatiron Station Park-n-Ride and is anticipated to begin in May 2026. This phase 2 segment extends in front of the subject site.

The applicant will be required to coordinate with CIP on the trail construction and the developer's obligation to install the adjacent landscaping once the CIP trail project is completed. These requirements are outlined in the subdivision improvement agreement (described in more detail below). Broomfield will maintain the trail to include snow removal, but the adjacent property owner, Cars-DB4 LP, will maintain the plants and irrigation system. The USR/URSP/SDP includes a table listing ownership and maintenance responsibilities, including the off-site landscaping.

There is one monument sign at the entrance from Industrial Lane. An at-grade vehicle display pad that is made of concrete and designed to showcase inventory is located at the southeast corner at the front of the lot facing Industrial Lane, with a second display pad depicted to the west of the showroom/sales/office building.

The BMC Chapter 17-29, IIA, establishes a minimum required setback of 30 feet for the building and parking from all perimeter property lines (including 30 feet from the Industrial Lane public right-of-way line based on this street being classified as a minor arterial roadway). The side setback on the northwest (in the vicinity of the onsite stormwater detention facility) complies with the minimum required 30-foot perimeter property line setback; however, the side setback on the west (adjacent to the CDOT parcel) does not. The site layout proposes additional reductions for the other perimeter setbacks. These reduced setbacks apply to perimeter parking areas along the Industrial Lane frontage (the front setback), the southeastern side setback (adjacent to Conscious Alliance), and the rear yard setback (adjacent to the BNSF railroad). The following table provides a summary of the variances requested with this application.

VARIANCES			
	BMC OR PUD REQUIREMENTS	REQUESTED VARIANCES	JUSTIFICATION
BMC SECTION 17-29-060 - PROHIBITED USES IN THE INTERCHANGE INFLUENCE AREA	LISTS AUTOMOBILE SALES OR STORAGE AS A PROHIBITED USE.	ALLOW AUTOMOBILE SALES AND SERVICE FACILITY	IMMEDIATE AND SURROUNDING CONTEXT IS ALL COMMERCIAL USES, INCLUDING EXISTING AUTOMOBILE SALES AND SERVICE FACILITIES TO THE NORTH AND SOUTH OF THIS PROPOSED DEVELOPMENT. AN AUTOMOBILE SALES AND SERVICE FACILITY AT THIS LOCATION WILL ENHANCE AND CONNECT SIMILAR COMMERCIAL USES IN THE AREA.
BMC SECTION 17-29-050-(A) (2) SETBACK REQUIREMENTS	REQUIRES 30' SETBACK FROM MINOR ARTERIAL/CONNECTOR FOR BUILDINGS AND PARKING AREAS.	ALLOW 1' PARKING AREA SETBACK ADJACENT TO INDUSTRIAL LANE.	THE PROPERTY OWNER HAS CONVEYED 21.94' IN WIDTH ALONG THE FRONT OF THE PROPERTY AND WILL INSTALL AND MAINTAIN THE LANDSCAPING ALONG THE FRONTAGE ADJACENT TO INDUSTRIAL LANE. THIS WILL CREATE A SIGNIFICANT LANDSCAPE BUFFER BETWEEN THE PARKING AREA AND INDUSTRIAL LANE.
BMC SECTION 17-29-050-(A) (4) SETBACK REQUIREMENTS	REQUIRES 30' SETBACK FROM PERIMETER PROJECT PROPERTY LINE FOR BUILDINGS AND PARKING AREAS.	ALLOW 10' PARKING SETBACK ADJACENT TO NORTHEAST PROPERTY LINE.	THERE IS LIMITED VISIBILITY AND IT IS ADJACENT TO THE RAILROAD.
BMC SECTION 17-29-050-(A) (4) SETBACK REQUIREMENTS	REQUIRES 30' SETBACK FROM PERIMETER PROJECT PROPERTY LINE FOR BUILDINGS AND PARKING AREAS.	ALLOW 5' PARKING SETBACK ADJACENT TO SOUTHEAST PROPERTY LINE.	ADJACENT PROPERTY HAS PARKING AND BUILDING WITHIN 5' OF THE SHARED PROPERTY LINE. THIS CREATES CONSISTENCY ON BOTH SIDES OF SHARED PROPERTY LINE.
BMC SECTION 17-29-050-(A) (4) SETBACK REQUIREMENTS	REQUIRES 30' SETBACK FROM PERIMETER PROJECT PROPERTY LINE FOR BUILDINGS AND PARKING AREAS.	ALLOW 6' PARKING SETBACK ADJACENT TO NORTHWEST PROPERTY LINES.	THESE PROPERTY LINES ARE ADJACENT TO A CDOT DETENTION FACILITY WHICH CREATES A SUBSTANTIAL BUFFER TO INDUSTRIAL LANE.
BMC SECTION 17-29-050-(C) (5) LANDSCAPE BUFFER	REQUIRES 15' LANDSCAPE BUFFER (SIDES AND REAR)	ALLOWS REDUCTION IN PERIMETER LANDSCAPE BUFFER TO BE 5' (SIDES AND REAR)	VARIANCE DUE TO REDUCED SETBACKS RESULTING IN REDUCED LANDSCAPE BUFFER.
BMC SECTION 17-29-050-(C) (3) AND (A) (2) LANDSCAPE BUFFER	REQUIRES 30' LANDSCAPE BUFFER ALONG STREET FRONTAGE.	ALLOWS REDUCTION IN FRONTAGE LANDSCAPE BUFFER TO BE 1'	SITE IS PROVIDING PRIVATE OPEN AREA OF 35% WHICH EXCEEDS THE REQUIRED MINIMUM OF 25%.

These proposed setbacks are set forth in the PUD plan and require a variance from the IIA setback requirements. The variance request is also outlined in the PUD Plan. The PUD Plan allows for the potential customization of the site-specific zoning if approved by the city council through a public hearing regarding the application.

The reduced setback and associated landscaping required along the front of the lot is captured via a variance (see Variance table above). For the reduced setback from 30 ft to 1 ft along the Industrial Lane right of way, the applicant's justification is that a 22 ft wide strip of land was deeded to Broomfield for the sidewalk/bicycle lane, decreasing the depth of the lot frontage. While the reduced front setback and landscaping both require a variance, the distance from the edge of the Industrial Lane asphalt to the new property line, which includes the prior conveyance of property for the trail and landscaped right-of-way, is 46.79 feet at the closest point (southeast side). The developer is required to install and maintain the

landscaping along their Industrial Land frontage. This landscaping will screen the parking lot encroachment. The applicant has also noted that the site overall provides 35% private open area, which exceeds the required 25% minimum.

The applicant's justification for the reduced perimeter setbacks is that the property is irregularly shaped, making it challenging to meet the minimum 30-foot (building and parking) and 15-foot (landscape) setbacks required per the IIA. Further, if this property were zoned General Business, where an automobile sales and service use is permitted by right, the setbacks would be zero between similar uses for the parking, and 25 feet from the street. The applicant's additional justification for the reduction in the setback and landscape widths at the northwest portion of the lot is that the CDOT-owned property, used for detention purposes, indirectly provides for additional buffering from the ROW.

Vehicular Access, Internal Circulation, and Parking

The proposed project will be accessed off Industrial Lane. The full movement entrance from Industrial Lane into the site leads customers and employees to parking at the front (south), east, and west sides of the sales and service building. Inventory storage spaces are provided on the northwest side of the site.

Twenty-five-foot drive aisles provide vehicular access to the inventory storage parking area. Customers and employees can access the garage/service area on the south side of the building.

The applicant provided a traffic and parking study associated with the proposed use. It concluded that the access will meet Broomfield requirements and that the traffic generated by this development will not warrant the construction of deceleration lanes at the site access. It further concluded that 61 parking spaces provided for employees and customers will meet the requirements of the [Broomfield Municipal Code, Chapter 17-32-040](#). Traffic Engineering reviewed and accepted this analysis.

The plan also depicts two emergency, secondary shared public access drives interior to the lot on the south side. This will benefit the subject site and the parcel immediately to the south/southeast (Conscious Alliance) and has been reviewed and accepted by Traffic Engineering and the North Metro Fire Rescue District (NMFRD). The final plat creates and depicts the limits of the shared public access easement. The public access easement benefits both the subject property and the adjacent property to the southeast by providing each property with a secondary access point.

Broomfield's Municipal Code establishes a parking minimum for automobile sales and service centers, which is based on the total number of anticipated employees and customers and the total square footage of the automobile sales area of the building. Based on these calculations, the total number of spaces required for employees and customers is 61. The site depicts those spaces, meeting the BMC parking requirements. There are 86 parking spaces provided for vehicle inventory storage, which do not contribute towards parking maximums. The development will provide four short-term bicycle parking spaces, which exceeds the requirement of two, at the northeast side of the building. EV installed, ready, capable, and capable light spaces are provided per the Building Code requirements. The parking table below lists the parking requirements and identifies the quantity of parking required.

PARKING

DESCRIPTION	REQUIRED	PROPOSED
TOTAL PARKING	61 *	147
STANDARD SPACES (EMPLOYEES AND CUSTOMERS)	39	39
ADA SPACES	4	4
EV INSTALLED SPACES	3% (2)	2
EV READY SPACES	7% (4)	4
EV CAPABLE SPACES	20% (12)	12
EV CAPABLE LIGHT SPACES	0	0
VEHICLE INVENTORY STORAGE/DISPLAY	N/A	86
BICYCLE PARKING SHORT TERM	2	4
BICYCLE PARKING LONG TERM	0	0

* AUTO SALES 27,200 SF x 2.25/1000 = 61

Transit Accessibility and Walkability

The site is located within the Regional Transportation District (RTD). Currently, no bus stops are within a half-mile walking distance of the subject property. There is no bus service on Industrial Lane. The nearest Park-n-Ride is on the east side of US36/Flatiron Station, which is approximately one mile west and north of the property.

The USR/URSP/SDP shows internal sidewalk connections with designated pedestrian crossings. Six-foot-wide sidewalks provide connections between the dealership building and the vehicle service area, and are adjacent to nose-in parking, per the requirements.

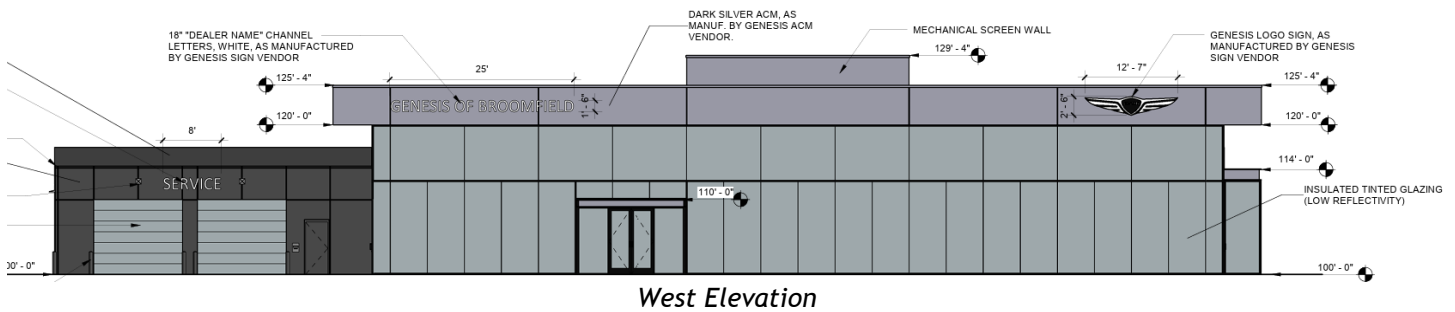
The Industrial Lane Bikeway is a pedestrian and bicycle trail that will run parallel to Industrial Lane and connect to other regional trail segments. This Capital Improvement Program (CIP) project is funded at 80% through a Federal grant and is divided into two phases, being managed by the Broomfield CIP. The first phase, which is to the southeast of the site, is completed. The trail in front of the subject property is within the project limits of the second phase. Once construction is completed in 2026, it will provide a direct connection to the US 36 Bikeway and to the Northwest Parkway trail. For expediency, Broomfield will construct this trail. Because the trail construction may not occur until after this auto dealership project is completed, the property owner will reimburse Broomfield for its portion of the project adjacent to the property, and the owner will install landscaping adjacent to the trail consistent with the SDP once the trail has been constructed. This is captured under a special provision in the subdivision improvement agreement.

Architecture

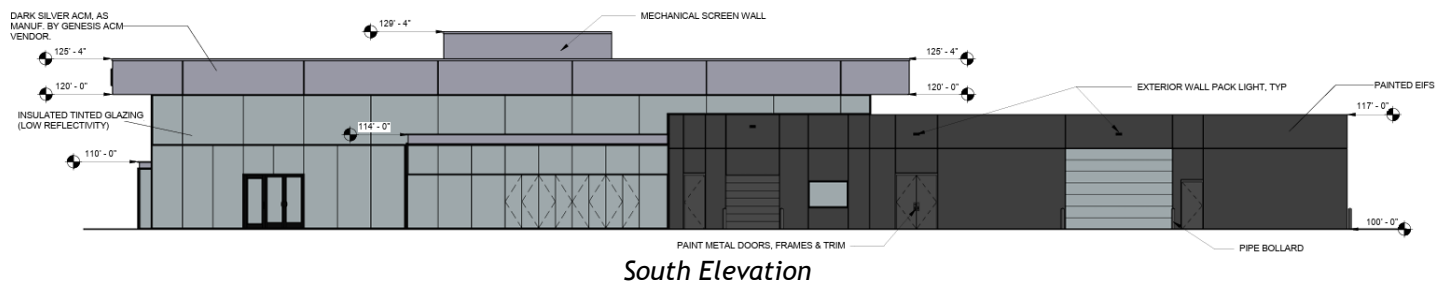
The [BMC Chapter 17-29 IIA](#) includes architectural standards that indicate a maximum building height of 40 ft, with building materials that must be constructed of high-quality matte-textured earth tones. The IIA indicates that masonry, brick, and stone are preferred as principal cladding materials. Further, unpainted or untextured concrete or masonry is prohibited. The use of reflective glass should be minimized, and any use of highly reflective glass is prohibited. The color palette should be simple and consistent within projects. Building entrances should be easily identifiable from the street and the principal drive.

The elevation drawings shown on the USR/URSP/SDP provide illustrations (included below) of the architecture proposed for the project. The highest part of the building is shown at 25 ft, which complies with the maximum building height of 40 ft. The proposed plan shows the building will be constructed of concrete masonry with a continuous insulation EIFS system on the exterior. Two-story glazing is shown at the front of the building to highlight the showroom. The glazing includes a non-glare, low-reflective coating. The showroom part of the building is dark silver with non-reflective glazing. Notes on the elevation sheets indicate that the glazing is designed to be bird-friendly, which includes the implementation of screens or other derived elements that warn birds so that they do not collide with the glass. All mechanical equipment,

including the HVAC system, is screened.



Per the BMC Chapter 17-29, the building's entrances shown above and in the following image are easily identifiable from the street and principal drive. The color palette is simple and complementary to other existing developments along this corridor. The glass is identified as being low-reflective.



The service station entrance is on the side elevations (east and west) or to the rear of the building with one garage service door at each side and an entry door for customers. Signage identifying the service area is shown above the garage door.

Landscaping and Lighting

The [BMC Chapter 17-29](#) identifies landscaping requirements within the IIA overlay. The USR/URSP/SDP shows proposed landscaping around the perimeter of the site and interspersed in landscaped islands around the inventory and customer parking spaces, along the front of the lot, and next to the trash enclosure. The plantings provided will be drought-tolerant, with native grasses interspersed around the detention pond and the perimeter of the site. The landscaping around the stormwater detention pond is designed to soften the appearance of areas near but outside of the pond limits, per the design requirements of the BMC Chapter 17-29.

The area reserved for inventory storage parking includes landscaped islands at the end of a row of storage spaces and includes a strip of landscaping in between the middle row to create a visual break. There are landscape beds planted along the lot line on the segment of the lot that shares a lot line with CDOT to the south/southwest. The strip of land conveyed along Industrial Lane for the new trail segment/bike lane will include trees, shrubs, and grasses. As noted above, the native grass is shown within areas around the perimeter of the lot to the southeast and around the stormwater detention pond. The entry drive includes planting materials with three height levels, including ground cover shrubs and canopy trees. The irrigation system and the corresponding hydrozone plan were reviewed and accepted by Broomfield's landscape architect.

With the setbacks reduced around the property perimeters, the landscape buffers are also reduced in size and density of plantings and therefore require a variance. The variances are described in the Site Layout section above. While the application proposes setback and landscape variances due to the reduced setbacks, the proposed private open area comprising landscaping, walkways and stormwater detention comprises

approximately 35% of the overall site, which exceeds the 25% requirement for commercial uses in a PUD district. The open area is landscaped with deciduous and evergreen trees, shrubs, and ornamental grasses. The Broomfield landscape architect reviewed and accepted the detailed landscape plan specifying placement, quality, quantity, and the implementation of drought-tolerant plantings. Tree mitigation is not required since there are no existing trees on the property.

The proposed exterior lighting shown throughout the parking lot and inventory storage area, and mounted on the building, meets full cutoff requirements since the light fixtures are shielded and directed downward. Notes are included on the lighting plan indicating that the exterior light fixtures meet dark sky standards that include full cutoff and shields. The photometric plan targets 0.0 footcandles at the edge of the property. The ground-mounted light fixtures that highlight automobile displays include a shield to direct the light toward the vehicle on the display pads.

Detention and Grading

The Broomfield Engineering Division has reviewed and accepted the grading plan, the final drainage report, and the design of the detention pond. The site slopes northerly along moderate grades. The proposed stormwater detention pond will be constructed on the north end of the property to provide water quality for this site. It will be screened from the US Highway 36 views with landscaping planted in an undulating pattern. The detention pond is appropriately sized to accommodate the drainage generated from precipitation events and runoff from this site.

Variances

The following variances are requested with this proposal:

- Allow for an automobile sales and service facility on the subject site within the Interchange Influence Area, specific to this site and subject to Use by Special Review (USR) approval as required by the urban renewal area plan for the area.
- Allow reduced setbacks from the adjacent Industrial Lane (minor arterial connector roadway classification) and around the perimeter of the lot. The reduced setback from the road is due to a landscaped buffer on property previously deeded to Broomfield for trail improvements. The reduced setbacks around the perimeter of the lot are due to the irregular shape of the lot.
- Allow for reduced width of landscaped planting beds due to the reduction of setbacks around the perimeter of the lot.

The variances are described in greater detail in the Site Layout section above and are summarized on the PUD Plan with the applicant's justification. Overall, the site's private open area, which includes landscaping, comprises 35% of the site which exceeds the minimum 25% required for commercial properties with PUD zoning.

Public Land Dedication (PLD)

This application does not require a public land dedication since it is a commercial use.

Income Aligned Housing

Income-aligned housing does not apply to this proposal since it is a commercial use.

Subdivision Improvement Agreement

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

15.0 Special Provisions.

15.1 Completion of Public and Private Improvements.

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

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

15.2. Regional Trail Segment. The Owner conveyed to the City and County of Broomfield 6,390 square feet of right of way for the purposes of a regional trail segment to be constructed by the City along Industrial Lane as part of a larger capital improvement project for the area. The Developer shall pay \$9,330 in cash in lieu of constructing the regional trail segment that will run parallel to the subject property. The cash in lieu of trail payment shall be required prior to issuance of the building permit for the development.

15.2.1. Landscaping Along Regional Trail Segment. The Developer shall install irrigation and landscaping along the regional trail segment parallel to Industrial Lane. The landscaping shall be installed per the landscape plan depicted on the Site Development Plan/Urban Renewal Site Plan/Use by Special Review, Brainard V Replat B, and shall be maintained by the Property Owner. Landscaping shall be installed after the trail construction is completed. The City anticipates the trail construction will begin in the Summer of 2025 with a target completion of May 2026.

15.3. US Army Corps of Engineers Approval. The Army Corps of Engineers previously identified three wetlands on the subject property. The Developer is responsible for obtaining an updated Jurisdictional Determination for the site from the Army Corps of Engineers to determine if the project will impact any wetlands. The Developer is obligated to secure all necessary permits and approvals from the Army Corps of Engineers. Additionally, the Developer must submit these permits to the City Engineer for review before the approval of any engineering construction permits.

Neighborhood Outreach and Communication

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

- Mailed notices to all property owners within 1,000 feet of the project boundaries a minimum of ten days in advance of the meeting.
- Posted sign(s) on the property a minimum of ten days in advance of the meeting to advertise the public hearing.
- Published notice in the newspaper (Broomfield Enterprise) more than five days before the hearing.

The applicant held the required neighborhood meeting for the proposed automobile dealership. The neighborhood meeting took place on [April 17, 2024](#). For more information about the meeting, please review [the summary notes](#).

A project website was created for this development on the BroomfieldVoice platform for general information and public engagement. Staff provided general information and shared submittal documents on this page throughout the technical review process. That website can be accessed at [4101 Industrial Lane at Broomfield Voice.com](#). Any public comments received in advance of the hearing will be added to the correspondence folder for this application.

STAFF REVIEW OF KEY ISSUES

The proposed automobile sales and service use that is prohibited by the 1991 adopted IIA overlay is also permitted by special review by the 2013 approved URA for the area. No key concerns regarding the proposed use were raised during the concept review meeting or LURC hearing, and there are other automotive sales businesses within this general area, both to the northwest and to the southeast. The PUD zoning of the property allows for custom zoning of the site if approved by the City Council. Therefore, staff has not identified the use as a key issue for this proposal.

LAND USE REVIEW COMMISSION

On April 29, 2025, the Land Use Review Commission held a public hearing concerning the proposal. The commission voted unanimously to recommend approval of the subject proposal without any conditions.

APPLICABLE MUNICIPAL CODE PROVISIONS

The City Council and Urban Renewal Authority review the Final Plat, Planned Unit Development Plan, and Use by Special Review, Site Development Plans/Urban Renewal Plans based on the following provisions of the Broomfield Municipal Code:

Final Plat Review Criteria

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

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

16-20-090 - Review standards.

The decisions of the land use review commission and the city council shall be based on whether the applicant has demonstrated that the proposed final plat meets the standards set forth in section 16-16-110,

B.M.C., and is generally consistent with an approved preliminary plat, if there is one. No final plat will be approved until such maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials as may be required herein have been submitted and reviewed, and found to meet the planning, engineering, and surveying requirements of the city; provided, however, that the city engineer may waive any final plat requirement for good cause shown.

PUD Plan Review Criteria

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

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

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

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

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

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

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

17-38-130 - PUD plan; modification.

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

Site Development Plans and Site Development Plan Amendments Review Criteria

17-38-220 - Review standards.

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

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

Urban Renewal Site Plan

2-41-060 - Review of urban renewal site plans.

The commission shall hold a public hearing on urban renewal site plans and make recommendations to the Broomfield Urban Renewal Authority as to the conformity of the urban renewal site plans to applicable urban renewal plans and urban renewal design standards. To the extent the Broomfield Urban Renewal Authority has delegated its approval authority to the commission, the commission may, subject to a call-up by the city council consistent with section 17-38-190, B.M.C., approve, approve with conditions, or deny an urban renewal site plan based on the conformity of the urban renewal site plan to applicable urban renewal plans and urban renewal design standards.

Use by Special Review

17-30-050 Decision; conditions; land use review commission.

- (A) The land use review commission shall hold a public hearing on the proposed use by special review application and approve, approve with conditions, or deny the proposed use by special review, based on the applicable factors noted in section 17-30-040, B.M.C. Once the land use review commission issues a determination, the determination shall not be final, and no permits based upon the determination shall be issued, for fifteen calendar days after the date of the determination, in order to allow time for the applicant to appeal, or for the city council to call-up the determination for further review, pursuant to section 17-30-055, B.M.C. If the decision is to approve with conditions, the resolution shall set forth the conditions and those requirements as deemed necessary to protect the health, safety, and welfare of the community.
- (B) Notwithstanding the above, in such cases where an applicant is seeking approval of any of the following, either as a part of an application for a use by special review or in relation thereto, the final decision on the use by special review shall be made by the city council:
 - (1) A site development plan for seven acres or greater;
 - (2) An urban renewal site plan for seven acres or greater;
 - (3) A use by special review that includes any oil and gas facilities or wireless communications facilities as an approved use; and
 - (4) A development agreement, reimbursement agreement, subdivision improvement agreement, or improvement agreement requiring a financial incentive or financial obligation to be paid by

the city.

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

17-30-060 - Decision; city council.

The city council shall consider any recommendation it receives from the land use review commission and any matter that has been called-up by any member of the city council pursuant to section 17-30-055, B.M.C., at a public hearing. Upon closing the public hearing, the city council shall make a final decision of approval, or approval with conditions, or of denial. Factors to be considered are those specified in section 17-30-040, B.M.C. Once the city council issues a decision, the decision shall not be effective until fifteen calendar days after the date of the decision. No documents shall be recorded and no permits based on the decision shall be issued until after the fifteen day period has expired.

RESOLUTION NO. 2025-91

A Resolution Approving Brainard V Replat B (4101 Industrial Lane)
Planned Unit Development Plan, Final Plat, Site Development Plan/
Urban Renewal Site Plan and Use by Special Review

Recitals

Whereas, the owner, Cars-DB4 LP and the applicant, Adragna Architecture + Development, submitted an application for a Planned Unit Development Plan, Final Plat and Site Development Plan/Urban Renewal Site Plan and Use by Special Review for an automotive dealership.

Whereas, a public hearing was heard by the Land Use Review Commission on April 28, 2025, at which time the Land Use Review Commission by formal resolution recommended approval of the proposal.

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on June 3, 2025.

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

Section 1. Findings

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

PUD and SDP Findings:

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal is in general conformance with the master plan which designates the subject property as industrial which also allows some commercial uses.

- E. The proposal mitigates potential negative impacts on nearby properties, other areas of the city, and the city as a whole.
- F. The proposal maximizes potential positive impacts on nearby properties, other areas of the city, and the city as a whole.
- G. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- H. The proposal contains adequate public improvements (both on and off-site) to be provided in a timely fashion.
- I. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale and on a broad scale.
- J. The land uses within the proposal are compatible with one another and with nearby properties.
- K. The proposal provides for open area at a rate of not less than 40% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 of the Broomfield Municipal Code.
- L. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- M. The proposed deviations to the setback requirements are reasonable in light of the unique shape of the lot and frontage to Industrial Lane, and allowing automobile sales and service will enhance the similar commercial uses in the area.
- N. The proposal is consistent with the approved PUD plan approved with this resolution.

Additional Urban Renewal Findings

- O. The proposal is consistent with the US 36 West Corridor Urban Renewal Plan and the I-25 Sub-Area Plan and its Design Guidelines and Standards.

Additional Use by Special Review Findings

- P. The Land Use Review Commission considered the requested uses with respect 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, compliance with the intent of the use by special review chapter and finds that the proposed development is in consistent with the intent of uses permitted by special review chapter and is compatible with the character of the surrounding area.

Additional Final Plat Findings

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

Section 2. Action

On the basis of the above and pursuant to the provisions of Chapters 16-20 and 17-38 of the Broomfield Municipal Code, the Brainard V Replat B Planned Unit Development Plan, Final Plat, Site Development Plan/Urban Renewal Site Plan and Use by Special Review is hereby approved.

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

Approved on June 3, 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. 2025-92-UR

A Resolution Approving Brainard V Replat B (4101 Industrial Lane) Urban Renewal Site Plan

Recitals

Whereas, the owner, Cars-DB4 LP and the applicant, Adragna Architecture + Development, submitted an application for a Planned Unit Development Plan, Final Plat and Site Development Plan/Urban Renewal Site Plan and Use by Special Review for an automotive dealership;

Whereas, a public hearing was heard by the Land Use Review Commission on April 28, 2025, at which time the Land Use Review Commission by formal resolution recommended approval of the proposal;

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the Broomfield Urban Renewal Authority on June 3, 2025.

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

Section 1. Findings

Giving consideration to Urban Renewal Plan, 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 Authority makes the following findings:

- A. That proper posting and public notice was provided as required by law for the hearing before the Broomfield Urban Renewal Authority and the case file is hereby incorporated into the record.
- B. That the hearing before the Broomfield Urban Renewal Authority was extensive and complete, that all pertinent facts, matters, and issues were submitted and that all interested parties were heard at this hearing.
- C. The proposal is consistent with the US 36 West Corridor Urban Renewal Plan and the I-25 Sub-Area Plan and its Design Guidelines and Standards.
- D. The proposal mitigates potential negative impacts on nearby properties.
- E. The proposal maximizes potential positive impacts on nearby properties by bringing additional commerce to the area.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.

- G. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale.
- H. The proposal only addresses the development on one parcel and is compatible with the mixed-use commercial area.
- I. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- J. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.

Section 2. Action

On the basis of the above findings, the Broomfield Urban Renewal Authority hereby approves the Brainard V Replat B Urban Renewal Site Plan.

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

Approved on June 3, 2025.

Broomfield Urban Renewal Authority

Chair

Attest:

Secretary

Approved As To Form:

City and County Attorney

NCR



C. Proposed Resolution Mile High Flood District (MHFD) Intergovernmental Agreement (IGA) - Nissen Reservoir Channel Concrete Trail

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Action Items Item: 7C.
Presented By	
Katie Allen	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

This request updates an existing Intergovernmental Agreement (IGA) with the Mile High Flood District (MHFD) to contribute to the cost of construction for the Nissen Reservoir Channel project. An amendment is required each time a contribution is budgeted (annually). The construction will commence once sufficient funding for the project is committed through the IGA process. MHFD uses this process to allow sufficient funds to accumulate for a multi-year period to fund projects exceeding the annual limit.

Attachments

[Memo - MHFD IGA - Nissen Reservoir Channel Improvements.pdf](#)

[Resolution 2025-76.pdf](#)

[IGA16-08.02_H_Nissen Reservoir Drainageway_MHFD and Broomfield.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

This request amends an existing Intergovernmental Agreement (IGA) with the Mile High Flood District (MHFD) to contribute to additional funding for the Nissen Reservoir Channel project. An amendment is required each time a contribution is budgeted (annually). MHFD uses this process to allow sufficient funds to accumulate for a multi-year period to fund projects exceeding the annual limit. In general, MHFD pays 50% of the drainage improvements using funds collected through mills. Broomfield pays the remaining 50%. MHFD manages the project. For this amendment, contributions from private developers are being allocated to advance Phase 2 of the project.

Background

For the past several years, the MHFD has been working with Broomfield to design, acquire right-of-way/easements, and construct drainage and flood control improvements for the Nissen Reservoir Channel from approximately [Tennyson Street to the west side of Lowell Blvd.](#) This area is from immediately upstream of the constructed improvements under Lowell Blvd. to the east side of Walmart near the Cimarron neighborhood. The area between these limits is a narrow channel and wide floodplain with multiple locations of flow spills and bank overtopping. The effective floodplain impacts businesses and overtops Perry Street during significant precipitation events. The work includes obtaining all required local, state, and federal permits (including environmental). Here is a [link](#) to the construction plans.

Once completed, the improvements are expected to provide an adequate drainage path along Nissen Reservoir Channel and reduce floodplain and flood risk to life and property. Construction will include a maintenance access path that will provide a trail connection.

In October 2016, City Council approved an intergovernmental agreement (IGA) with MHFD by Resolution No. 2016-169, authorizing \$260,000 in matching funds for design, right-of-way acquisition, and construction for drainage and flood control improvements for Nissen Reservoir Channel. Council subsequently approved annual amendments to the IGA in 2017, 2018, 2019, 2020, 2021, 2022, and 2023, allocating additional funding. With the 2023 allocation, the project had sufficient funds available to begin Phase 1 of the project from Lowell Blvd. to upstream of Perry Street. Construction of Phase 1 began in September 2024 and is anticipated to be complete in August 2025.

Adjacent property owners will be responsible for contributing funds for the project as the properties develop. A reimbursement Agreement between the City, BUR, and Wasatch Residential Group, LLC (WRG) was approved in November 2024 to advance \$2,000,000 for the project by WRG. A reimbursement of \$1.0M will be paid to WRG by BUR utilizing tax increment financing from any increase to property and sales/use taxes generated by the future development of the property. Broomfield Open Space allocated \$270,000 for the trail along Phase 1. The maintenance path is required for MHFD projects. With the contribution from Open Space, the required path has been upgraded to a ten-foot-wide concrete multipurpose trail. These funds will be allocated to the Nissen Channel project with this proposed amendment, along with \$8,400 from the Open Space Miscellaneous CIP fund, which is intended to cover the cost of a safety rail that is needed for a portion of the extension.

The current project cost estimate for design, right-of-way acquisition, and construction is \$7,846,000 for Phase 1 (previously funded and under construction) and \$4,860,000 for Phase 2. This amendment partially funds Phase 2. Broomfield's and MHFD's 2025 CIP funds are being allocated to the City Park Channel project so that construction can be coordinated with the Broomfield Town Square. Beginning again in 2026, additional funding will be programmed in the CIP fund to match MHFD's annual allocation until the project is fully funded. When the design for Phase 2 is complete, the cost estimate will be updated. Any scope changes shall have general concurrence from Broomfield before issuing amendments. No cost-increasing

changes will be approved unless additional funds are committed by MHFD and Broomfield.

Proposed Resolution No. 2025-76 approves Amendment H to the IGA with MHFD for the design, right-of-way acquisition, and construction of improvements for Nissen Reservoir Channel. The proposed IGA Amendment authorizes Broomfield's 2025 contribution of \$2,278,400 and is attached to the resolution. These funds are made up from a combination of contributions provided by adjacent property owners whose properties benefit from the improvements and Broomfield's Open Space and Trails Department. Proposed Resolution No. 2025-76 contains the necessary actions to execute an amendment to the IGA.

Pursuant to the City Charter, an intergovernmental agreement requires a two-thirds affirmative vote of the entire City Council for approval.

Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed with the additional contributed funds.

Sources and Uses of Funds	Amount
Fund 1 (45-0000-46100) WRG Contribution (Channel Improvements)	\$2,000,000
Fund 2 (20-70070-55200) Open Space Contribution (Nissen Reservoir Channel Trail and Safety Rail)	\$278,400
Nissen Channel Improvements (Lowell to Tennyson)	-\$2,278,400
Projected Balance	\$0

Prior Council or Other Entity Actions

Prior Council Action (provide links to memo)

- Resolution Nos. [2016-169](#), [2017-142](#), [2018-208](#), [2019-133](#), [2020-212](#), [2021-93](#), [2022-45](#), and [2023-53](#) were approved by City Council in their respective years.
- Funds for this project were approved by Council in the 2025 CIP Budget.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project, the appropriate motion is...
That Resolution 2025-76 be adopted.

Alternatives

Do not proceed with the project and proposed intergovernmental agreement.

RESOLUTION NO. 2025-76

A resolution approving the Eighth Amendment to the Agreement with Mile High Flood District for Design and Construction of Drainage and Flood Control Improvements for the Nissen Reservoir Channel Improvements

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

Section 1.

The Eighth Amendment to the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for the Nissen Reservoir Channel between the City and County of Broomfield and Mile High Flood District is hereby approved.

Section 2.

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

Section 3.

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

Approved on June 3, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

Page 1

City and County Attorney

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NISSEN RESERVOIR DRAINAGEWAY, LOWELL BOULEVARD TO TENNYSON STREET
CITY AND COUNTY OF BROOMFIELD

Agreement No. 16-08.02H
Project No. 106302

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/BA/ MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY AND COUNTY OF BROOMFIELD (hereinafter called "COUNTY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Nissen Reservoir Drainageway, Lowell Boulevard to Tennyson Street, City and County of Broomfield" (Agreement No. 16-08.02) dated November 9, 2016, as amended; and

WHEREAS, PARTIES now desire to construct improvements at Nissen Reservoir Drainageway, Lowell Boulevard to Tennyson Street; and

WHEREAS, PARTIES desire to increase the level of funding by \$2,278,400; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 09, Series of 2023); and

WHEREAS, the County Commissioners of COUNTY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Delineation, description and acquisition of required rights-of-way/ easements;
 3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$8,878,400 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>PREVIOUSLY</u>	
	<u>AS AMENDED</u>	<u>AMENDED</u>
1. Final Design	\$ 900,000	\$ 900,000
2. Right-of-way	\$ 100,000	\$ 100,000
3. Construction	\$7,100,000	\$5,100,000
4. Contingency	\$ 778,400	\$ 500,000
Grand Total	\$8,878,400	\$6,600,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	37.1%	\$3,300,000	-	\$3,300,000
COUNTY	62.9%	\$3,300,000	\$2,278,400	\$5,578,400
TOTAL	100.00%	\$6,600,000	\$2,278,400	\$8,878,400

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973; Resolution No. 49, Series of 1977; and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (COUNTY - \$5,578,400; DISTRICT - \$3,300,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at COUNTY

request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 16-08.02 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

CITY AND COUNTY OF BROOMFIELD

By_____

Name Guyleen Castriotta

Title Mayor

Date_____

ATTEST:

ASSISTANT CITY CLERK

APPROVED TO FORM:

Assistant City and County Attorney



City and County of Broomfield

City Council Regular Meeting

D. Proposed Resolution Mile High Flood District Intergovernmental Agreement (IGA) - City Park Channel at Main St Improvements

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Action Items Item: 7D.
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

This resolution would approve the second amendment to the intergovernmental agreement (IGA) with Mile High Flood District (MHFD) and contributes funds budgeted in Broomfield County's 2025 Capital Funds and 2025 Maintenance funds and City and County of Broomfield Capital Improvement Project (CIP) funds for improvements on City Park Channel, Phase 1 (from upstream of Spader Way to 300 feet upstream of Main Street), including a new pedestrian underpass at Main Street.

Attachments

[Memo - MHFD IGA - City Park Channel & Main St Improvements.pdf](#)

[Resolution 2025-77.pdf](#)

[IGA23-08.14_B_City Park Channel at Main Street_MHFD and Broomfield.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

This resolution approves the second amendment to the intergovernmental agreement (IGA) with Mile High Flood District (MHFD) and contributes funds budgeted in Broomfield County's 2025 Capital Funds and 2025 Maintenance funds and City and County of Broomfield CIP funds for improvements on City Park Channel, Phase 1 (from upstream of Spader Way to 300 feet upstream of Main Street), including a new pedestrian underpass at Main Street. Here is a [vicinity map](#) for the project.

Once completed, the improvements will eliminate Main Street overtopping during a flood condition, reducing risk to life and property. The larger culvert under Main Street will also serve as a pedestrian underpass, improving pedestrian safety. The channel improvements downstream of Main Street will reduce the floodway and floodplain width to allow for construction of the Broomfield Town Square development. Construction of Phase 1 is expected to begin in late 2026.

Phase 1 includes the channel from the existing pond northwest of the Community Park Drive and Spader Way intersection to approximately 300 feet upstream (west) of Main Street and includes a pedestrian underpass at Main Street. The Broomfield Town Square (BTS) is responsible for constructing the portion of the City Park Channel improvements within Community Park to approximately 300 feet downstream from Main Street. Although there is no reason to believe BTS will not move forward, if the BTS development does not move forward, MHFD and Broomfield would need to construct the full reach to the existing pond, including the BTS portion, due to changes in the channel bottom elevation and Broomfield would then seek reimbursement from BTS in the future.

Broomfield's consultant, Muller Engineering (Muller), has coordinated with the Broomfield Town Square Alliance (BTSA) consultant, Wilson and Company, on the design. With input from BTSA, Muller completed [60% plans](#) and prepared a Conditional Letter of Map Revision (CLOMR). The CLOMR was issued by the Federal Emergency Management Agency (FEMA) in March 2025.

Maintenance and Capital Funds are collected by MHFD from participating counties through mills to finance drainage improvements specific to those counties. Broomfield's annual allocation from MHFD is approximately \$490,000 for maintenance work and \$720,000 for capital improvement projects.

The design work for the City Park Channel, Phase 1 project began in 2020 as a maintenance project with the Mile High Flood District (MHFD). Unlike construction projects, such as the improvements on Nissen Reservoir Channel, maintenance projects do not require a 50/50 funding match from the local jurisdiction. As a result, design work, hydraulic modeling, and the Conditional Letter of Map Revision (CLOMR) preparation and submittal for the City Park Channel improvements began using maintenance funds before approving an IGA between Broomfield and MHFD.

Broomfield entered into an initial IGA with MHFD in October 2023 to allocate Broomfield's 2023 capital funds and MHFD's 2023 maintenance and capital funds to the project. The original IGA funding was \$3,660,644. MHFD contributed an additional \$1,052,000 in capital and maintenance funds in 2024. This second amendment contributes \$2,500,000 from Broomfield's capital budget and \$1,120,000 from MHFD capital and maintenance funds for improvements along City Park Channel, including constructing a pedestrian underpass at Main Street. The total IGA is \$8,332,644.

Proposed Resolution No. 2025-77 approves an amendment to the IGA that would contribute Broomfield's budgeted funds to MHFD for the project and contains the necessary actions to execute the attached IGA. If amendments are needed in future years to add funds from Broomfield CIP and/or MHFD to complete Phase 1

or future phases, an IGA amendment will be brought to Council.

Pursuant to the City Charter, an intergovernmental agreement requires a two-thirds affirmative vote of the entire City Council for approval.

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
Previous Broomfield Contributions (2023 Sewer Fund, 16K0052, 45-70020-55200)	\$3,170,644
Previous MHFD Capital Improvement and Maintenance Contributions	\$1,542,000
2025 Sewer Fund -City Park Channel Improvements (16K0052, 45-70020-55200)	\$2,500,000
MHFD Capital Improvement and Maintenance Funding 2025	\$1,120,000
Total 2025 Budget	\$8,332,644
Design	-\$495,000
Construction	-\$6,837,644
Contingency	-\$1,000,000
Projected Balance	\$0

Prior Council or Other Entity Actions

Prior Council Action adoption of Resolution [2024-87](#), September 24, 2024; Resolution No. [2023-127](#), October 10, 2023

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project; the appropriate motion is...
That Resolution 2025-77 be adopted.

Alternatives

Do not proceed with the project and proposed intergovernmental agreement.

RESOLUTION NO. 2025-77

A resolution approving the Second Amendment to Agreement with Mile High Flood District for Design and Construction of Drainage and Flood Control Improvements for the City Park Channel at Main Street

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

Section 1.

The Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for the City Park Channel at Main Street between the City and County of Broomfield and Mile High Flood District is hereby approved.

Section 2.

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

Section 3.

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

Approved on June 3, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

SECOND AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION OF
DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CITY PARK DRAINAGEWAY AT MAIN STREET

Agreement No. 23-08.14B
Project No. 106760

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter called “SECOND AMENDMENT”), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called “DISTRICT”) and CITY AND COUNTY OF BROOMFIELD (hereinafter called “COUNTY”) and collectively known as “PARTIES”;

WITNESSETH:

WHEREAS, PARTIES have entered into “Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for City Park Drainageway at Main Street” (Agreement No. 23-08.14) dated October 17, 2023; as amended, (hereinafter called “AGREEMENT”); and

WHEREAS, PARTIES now desire to continue design and pursue construction of drainage and flood control improvements for City Park Drainageway at Main Street (hereinafter called “PROJECT”); and

WHEREAS, PARTIES desire to increase the level of funding by \$3,620,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 36, Series of 2025); and

WHEREAS, the County Commissioners of COUNTY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$8,332,644 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>PREVIOUSLY</u>	
	<u>AS AMENDED</u>	<u>AMENDED</u>
1. Final Design	\$495,000	\$375,000
2. Right-of-way	-	-
3. Construction	\$6,837,644	\$3,837,644
4. Contingency	\$1,000,000	\$500,000
Grand Total	\$8,332,644	\$4,712,644

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

CAPITAL IMPROVEMENT FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	31.95%	\$720,000	\$720,000	\$1,440,000
COUNTY	68.05%	\$3,170,644	\$2,500,000	\$5,670,644
TOTAL	100.00%	\$3,890,644	\$3,220,000	\$6,390,644

MAINTENANCE FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	100.00%	\$822,000	\$400,000	\$1,222,000
TOTAL	100.00%	\$822,000	\$400,000	\$1,222,000

TOTAL FUNDING			
	CAPITAL FUNDING	MAINTENANCE FUNDING	TOTAL CONTRIBUTION
DISTRICT	\$1,440,000	\$1,222,000	\$2,662,000
COUNTY	\$5,670,644	-	\$5,670,644
TOTAL	\$7,110,644	\$1,222,000	\$8,332,644

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share

may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (COUNTY - \$5,670,644; DISTRICT - \$2,662,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this SECOND AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

CITY AND COUNTY OF BROOMFIELD

By_____

Name_____

Title_____

Date_____



City and County of Broomfield

City Council Regular Meeting

E. Proposed Resolution Relating to Front Range Passenger Rail District

Meeting	Agenda Group
Tuesday, June 3, 2025, 6:00 PM	Action Items Item: 7E.
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

On [May 13, 2025](#), Councilmember Ward brought forward a request for future action regarding a resolution relating to Front Range Passenger Rail (FRPR) District and Regional Transportation District (RTD) Joint Services. After discussion, Council determined that a policy set by resolution would be beneficial and directed staff to prepare such a resolution. Resolution No. 2025-102 would approve a letter from the City Council to Governor Jared S. Polis; the FRPR Board of Directors; the RTD Board of Directors; the Executive Director of the Colorado Department of Transportation; the Transportation Commission of Colorado; the Colorado Senate Transportation & Energy Committee; and the Colorado House Transportation & Local Government Committee.

Attachments

[Memo - Proposed Resolution Relating to Front Range Passenger Rail District and RTD Joint Services.pdf](#)
[Resolution 2025-102 Regarding Front Range Passenger Rail .pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

On [May 13, 2025](#), Councilmember Ward brought forward a request for future action regarding a resolution relating to the Front Range Passenger Rail District and Regional Transportation District Joint Services. After discussion, Council determined that a position statement set by resolution would be beneficial and directed staff to prepare such a resolution.

Front Range Passenger Rail District (FRPR) has been working on their Service Development Plan (SDP) and a Joint Service Report as required by SB24-184, in preparation for a potential ballot measure as early as 2026. As it stands, the joint service between FRPR and RTD will have 3-5 round-trips between Fort Collins and Denver, with intermediate stops in Loveland, Longmont, Boulder, Louisville, Broomfield, and Westminster, to start off with in 2029 and build out to 10 roundtrips a day by 2045. This SDP does not hold RTD to account for its 55 roundtrips that it proposed in the 2004 FasTracks ballot initiative.

Resolution No. 2025-102 would be sent to Governor Jared S. Polis; the FRPR Board of Directors; the RTD Board of Directors; the Executive Director of the Colorado Department of Transportation; the Transportation Commission of Colorado; the Colorado Senate Transportation & Energy Committee; and the Colorado House Transportation & Local Government Committee.

A goal of this effort is to ultimately have support from neighboring communities. Councilmember Ward has reached out to Longmont, Boulder, Superior, Louisville, Lafayette, Erie, Boulder County, Jefferson County, Westminster, and Adams County. At the time of publishing this memo, we are not aware of other communities approving a similar resolution.

Resolution No. 2025-102 conditions Broomfield's support for any potential ballot question on the inclusion of the following measures in the Service Development Plan:

1. FRPR initiation of service must provide for at least 12 round-trips a day between Fort Collins and Pueblo and allow for expansion of service based on demand. The Joint Service Model may be used by FRPR to meet the aforementioned frequency for Fort Collins to Denver.
2. Since FRPR will be layering service on top of Joint Service, the communities of Louisville, Broomfield, and Westminster need to have a stop under FRPR's service.
3. While the FRPR Service Development Plan may not be the appropriate document to account for this, it should be noted that any work done by FRPR to initiate service should not be taken to mean that RTD is absolved of its obligation to complete the NW Rail extension to Longmont, with all stops as promised in FasTracks (currently missing Longmont, Boulder, Louisville, Flatirons & Broomfield Stations in Broomfield, and Downtown Westminster), at a minimum frequency of 30 minutes through-out the day (4 am to midnight) to start with and building to the 55 trains a day (roughly a 15 frequency for the day) as promised to the voters in 2004.
4. Any ballot initiative should include money set aside for FRPR to contract with the respective local transit authorities (TRANSFORT, COLT, BATS, RTD, Mountain Metro, Pueblo Transit, and

Proposed Resolution Regarding Broomfield's Support for a Potential Ballot Measure of the Front Range Passenger Rail District

Prepared By: Nancy Rodgers, City and County Attorney

others that may be created or currently exist) to connect communities that are not receiving direct service from FRPR (Lafayette, Erie, further into Adams County and Jefferson County as examples in the Northwest Denver Metro area), with bus service.

5. Use of zero-emission vehicles at the initiation of service.

Financial Considerations

This resolution is a policy statement regarding support for a potential ballot question. There are no direct financial considerations on this specific resolution.

Prior Council or Other Entity Actions

[May 13, 2025](#) Request for Future Action regarding a resolution relating to Front Range Passenger Rail District and Regional Transportation District Joint Services

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2025-102 be adopted.

Alternatives

Modify the resolution as determined by Council, or do not approve the resolution.

RESOLUTION NO. 2025-102

A resolution regarding the City and County of Broomfield's support for a potential ballot measure of the Front Range Passenger Rail District

Recitals.

Whereas, the Front Range Passenger Rail (FRPR) project focuses on introducing intercity passenger rail service between Fort Collins and Pueblo along Colorado's Front Range; and

Whereas, the FRPR has been working on their Service Development Plan, a requirement of the Federal Railroad Administration (FRA) Corridor Identification Program, and a Joint Service Report as required by SB24-184, in preparation for a potential ballot measure no earlier than 2026; and

Whereas, the Service Development Plan is a comprehensive document that outlines the planning, development, and implementation of a passenger rail service; and

Whereas, in March 2025, the FRPR published its [Service Development Plan Preliminary Alternatives Analysis Report](#); and

Whereas, on March 1, 2025, the FRPR Board, RTD Board, and CDOT released a [joint service report](#) regarding the creation of passenger train service from Denver to Ft. Collins by January 1, 2029; and

Whereas, on May 12, 2025, the FRPR Board currently has a scheduled virtual open house for the [Preliminary Alternatives Analysis](#) open through June 15, 2025; and

Whereas, as it currently stands, the Joint Service model between FRPR, CDOT, and RTD will initially have between 3 and 5 round-trips between Fort Collins and Denver starting in 2029, with intermediate stops in Loveland, Longmont, Boulder, Louisville, Broomfield, and Westminster, and FRPR layering their service over Joint Service for a build out of 10 round-trips a day by 2045; and

Whereas, the plan treats this service like a traditional intercity rail service; while on paper and by definition this service is an intercity service, the use of this rail service will also be for commuters travelling within submarkets, such as Fort Collins to Boulder, and Broomfield to Boulder or Denver; and

Whereas, the plan ignores the fact that this will do very little to reduce vehicle miles traveled and help the state meet its greenhouse gas goals, or the Governor's goal to get more people taking transit; and

Whereas, there are currently bi-mode multiple units (MU's) on the market that combine battery electric and over-head catenary, hydrogen fuel cell (H2-EMU), and pure battery electric (BEMU); and

Whereas, the Council for the City and County of Broomfield supports a comprehensive transportation system, and advancing a robust passenger rail network is a critical component of that; and

Whereas, the Council believes that certain measures must be included in the plan for Broomfield to support any potential ballot question; and

Whereas, the Council encourages other impacted local governments to join in this effort by passing their own resolutions regarding the needed changes to the plan in order to make any potential ballot measure acceptable for local governments and their constituents.

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

Section 1.

Incorporating the recitals stated above, the City and Council of Broomfield conditions its support for any potential ballot question on the inclusion of the following measures in the Service Development Plan:

1. FRPR initiation of service must provide for at least 12 round-trips a day between Fort Collins and Pueblo and allow for expansion of service based on demand. The Joint Service Model service may be used by FRPR to meet the aforementioned frequency for Fort Collins to Denver.
2. Since FRPR will be layering service on top of Joint Service, the communities of Louisville, Broomfield, and Westminster need to have a stop under FRPR's service.
3. While the FRPR Service Development Plan may not be the appropriate document to account for this, it should be noted that any work done by FRPR to initiate service should not be taken to mean that RTD is absolved of its obligation to complete the NW Rail extension to Longmont, with all stops as promised in FasTracks (currently missing Longmont, Boulder, Louisville, Flatirons & Broomfield Stations in Broomfield, and Downtown Westminster), at a minimum frequency of 30 minutes through-out the day (4 am to midnight) to start with and building to the 55 trains a day (roughly a 15 frequency for the day) as promised to the voters in 2004.
4. Any ballot initiative should include money set aside for FRPR to contract with the respective local transit authorities (TRANSFORT, COLT, BATS, RTD, Mountain Metro, Pueblo Transit, and others that may be created or currently exist) to connect communities that are not receiving direct service from FRPR (Lafayette, Erie, further

into Adams County and Jefferson County as examples in the Northwest Denver Metro area), with bus service.

5. Use of zero-emission vehicles at the initiation of service.

Section 2.

A copy of this resolution will be sent to: The Honorable Jared S. Polis, Governor of Colorado; the FRPR Board of Directors; the RTD Board of Directors; the Executive Director of the Colorado Department of Transportation; the Transportation Commission of Colorado; the Colorado Transportation Investment Office; the Colorado Senate Transportation & Energy Committee; and the Colorado House Transportation & Local Government Committee.

Section 3.

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

Approved on June 3, 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