

**** Revised ****

1. Meeting Commencement

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

2. Petitions and Communications

3. Councilmember Reports

4. Public Comment

5. Reports

- 5A. Baseline Development Update -- Center Street

6. Consent Items

- 6A. Approval of Minutes
Approval of minutes from September 24 Regular Council Meeting
- 6B. Proposed Resolution Approving the Submittal of an Application for the Colorado CHIPS Zone
 - Resolution No. 2024-140 Submitting an application for, and supporting Broomfield's participation in, the Colorado's CHIPS (Creating Helpful Incentives to Produce Semiconductors) Zone program.
- 6C. Request for Executive Sessions Regarding the City and County Attorney Annual Performance Review
Request for Executive Session per C.R.S. § 24-6-402(4)(f)(I)

7. Action Items

- 7A. Proposed Broomfield Ordinance Approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel - 1st Reading
This item will be heard concurrently with Item 7B.
 - Ordinance No. 2256 Approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel
- 7B. Proposed BURA Resolution Approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel
(*Broomfield Urban Renewal Authority - BURA*)
This item will be heard concurrently with Item 7A.
 - Resolution 2024-154-UR Agreement for a funding contribution and partial reimbursement for improvements to meet critical public improvements to the Nissan Channel
- 7C. External Auditor Selection
 - Resolution No. 2024-159 Authorizing an agreement by and between the City and County of Broomfield and Eide Bailly, LLP. for independent auditor services

7D. Jefferson Parkway Withdrawal - Resolution 2024-136 and Ordinance 2251 1st Reading

Council's consideration of approval of a resolution and ordinance to effectuate its withdrawal from the Jefferson Parkway Public Highway Authority, upon terms generally agreed upon by the City of Arvada and Jefferson County, subject to approval of their governing bodies.

- Resolution 2024-136 Approving a Withdrawal Agreement and Exhibits between Broomfield, the City of Arvada, Jefferson County, and the Jefferson Parkway Public Highway Authority
- Ordinance No. 2251 Conveyance Property to JPPHA for First Reading

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: October 3, 2024



City of Broomfield
City Council Regular Meeting

Approval of Minutes

Approval of minutes from September 24 Regular Council Meeting

Meeting	Agenda Group
Tuesday, October 8, 2024, 6:00 PM	Consent Items Item: 6A.
Community Goals	

Summary

Approval of Minutes for Regular Council Meeting of MONTH DAY, YEAR.

Attachments

[Minutes from September 24.pdf](#)

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

September 24, 2024, 6:01 PM - September 24, 2024, 8:18 PM

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

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

Not Present

- **Heidi Henkel**, Ward 5
- **Paloma Delgadillo**, Ward 2

Also Present

- Jennifer Hoffman, City and County Manager
- Anna Bertanzetti, Deputy City and County Manager
- Nancy Rodgers, City and County Attorney
- Patrick F. Thibault, Clerk and Recorder Administrator
- Various department staff

1. Meeting Commencement

1A. Pledge of Allegiance- 6:01 PM

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

Council Member Cohen requested to move item 6E from Consent to Action

2. Petitions and Communications

2A. Proclamation Domestic Violence Awareness Month- 6:03 PM

2B. Library Board Update- 6:16 PM

3. Councilmember Reports

4. Public Comment

5. Reports

5A. Council Reassignments to NATA and CC4CA- 6:44 PM

Motion to approve Council appointments to NATA and CC4CA made by Councilmember Ward and seconded by Councilmember Anderson. Motion passes 8-0.

6. Consent Items

Councilmember Austin Ward Moved To Approve, Seconded by James Marsh-Holschen; passing 8-0-0-0-0

6A. Approval of Minutes- 6:50 PM

6B. Proposed Resolution IGA Amendment with Mile High Flood District for City Park Channel Improvements- 6:50 PM

6C. Proposed Resolution Board of Social Services Expenditures Second Quarter of 2024 - 6:50 PM

(Board of Social Services - BSS)

6D. Proposed Resolution Construction Agreement for Police Evidence Storage Building- 6:50 PM

Motion to approve the staff reports contained in items 6A through 6D made by Councilmember Ward and seconded by Councilmember Marsh-Holschen. Motion passes 8-0

6E. Proposed Resolution supporting Adams 12 Five Star Schools' proposed bond measure and mill levy override - 6:54 PM

**** Item was Removed from Consent**

Motion to approve Resolution 2024-16 made by Councilmember Ward and seconded by Councilmember Cohen. Motion passes 8-0.

7. Action Items

7A. Broomfield Urban Renewal Authority's Consideration of an Intergovernmental Agreement for a repayable loan from Broomfield for Event Center demolition and a related budget amendment - 7:20 PM

(Broomfield Urban Renewal Authority - BURA)

Motion to approve Resolution 2024-144 made by Councilmember Leslie and seconded by Councilmember Ward 8-0. Motion passes 8-0.

Motion to approve Resolution 2024-113 made by Councilmember Leslie and seconded by Councilmember Ward. Motion passes 8-0.

7B. City Council's Consideration of an Intergovernmental Agreement for a repayable loan to BURA for Event Center demolition and a related budget amendment - 7:41 PM

Motion to approve Resolution 2024-145-UR made by Authority Member Marsh-Holschen and seconded by Authority Member Lim. Motion passes 10-0.

Motion to approve Resolution 2024-114-UR made by Authority Member Marsh-Holschen and seconded by Authority Member Lim. Motion passes 10-0.

7C. BURA Proposed Resolution for Approval of a Construction Contract for the Demolition of the Broomfield Event Center- 7:45 PM

(Broomfield Urban Renewal Authority - BURA)

Motion to approve Resolution 2024-129-UR made by Authority Member Marsh-Holschen and seconded by Authority Member Ward. Motion passes 10-0.

8. Mayor and Councilmember Requests for Future Action

8A. Councilmember Marsh-Holschen Request for Future Action Regarding a Rebate Program for Trash Hauler Contract Cancellations- 8:00 PM

9. Adjournment

Approval:

Mayor

Office of the City and County Clerk



B. Proposed Resolution Approving the Submittal of an Application for the Colorado CHIPS Zone

Meeting	Agenda Group
Tuesday, October 8, 2024, 6:00 PM	Consent Items Item: 6B.
Presented By	
Jeffrey Schreier	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

The “Creating Helpful Incentives for Producing Semiconductors and Science” Act (the “CHIPS Act”) was approved and enacted by Congress in 2022. The CHIPS Act will provide substantial funding to strengthen and revitalize Broomfield's position in semiconductor research, development, and manufacturing. In response, Colorado adopted the CHIPS Zone Act, which will help maximize opportunities for Colorado businesses in the semiconductor supply chain to access these federal dollars and to provide these businesses with certain state tax-credit incentives, similar to incentives available to businesses within an Enterprise Zone (EZ). For businesses to obtain these benefits, they will need to be located in a CHIPS Zone recognized by the State.

Broomfield CHIPS Zones are proposed for areas in specific areas or properties within the City and County that already contain businesses working in or tangentially related to the semiconductor industry, or that have spaces readily available to accommodate new or expanding businesses for these purposes. Resolution No 2024-130 would approve the submission of an application to the State EDC for the designation of Broomfield CHIPS zones.

Attachments

[Memo Application for Colorado CHIPS Zone.pdf](#)

[Resolution NO 2024-140 Approving Application for Colorado CHIPS Zone.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

In 2022, Congress approved and enacted the “Creating Helpful Incentives for Producing Semiconductors and Science” Act (the “CHIPS Act”). The CHIPS Act will provide substantial funding to strengthen and revitalize Broomfield’s position in semiconductor research, development, and manufacturing. In response, Colorado adopted the CHIPS Zone Act, which will help maximize opportunities for Colorado businesses in the semiconductor supply chain to access these federal dollars and to provide these businesses with certain state tax-credit incentives, similar to incentives available to businesses within an Enterprise Zone (EZ). For businesses to obtain these benefits, they will need to be located in a CHIPS Zone recognized by the State.

To establish a CHIPS Zone, the City and County of Broomfield will need to apply to the Colorado Office of Economic Development and International Trade (OEDIT) for recommendation of the designation by the Economic Development Commission (EDC). An application to the EDC will need to include a resolution approved by City Council to submit the application, which includes the proposed zone boundaries, information on potential business development and job growth, information on the area economy, and a point of contact to assist with reporting. The Broomfield CHIPS Zones are proposed for areas in specific areas or properties within the City and County that already contain businesses working in or tangentially related to the semiconductor industry, or that have spaces readily available to accommodate new or expanding businesses for these purposes.

If the proposed Broomfield CHIPS Zones are approved by the EDC, semiconductor companies in the CHIPS Zones can access the following State tax credits:

- New Employee Tax Credit: \$1,100 or more per net new employee
- Research and Development Tax Credit: 3% of an increase in research and development expenses
- Investment Tax Credit: 3% of business personal property investment
- Commercial Vehicle Investment Tax Credit: 1.5% on qualifying commercial vehicles
- Job Training Tax Credit: 12% tax credit of the total investment made during the taxable year in a qualified job training program

These are the same credits of which businesses currently located in a designated Enterprise Zone can take advantage. Consistent with the EZ, credits for businesses in a CHIPS Zone must be pre-certified by the CHIPS Zone Administrator. The CHIPS Zone will be administered at the state level by OEDIT staff.

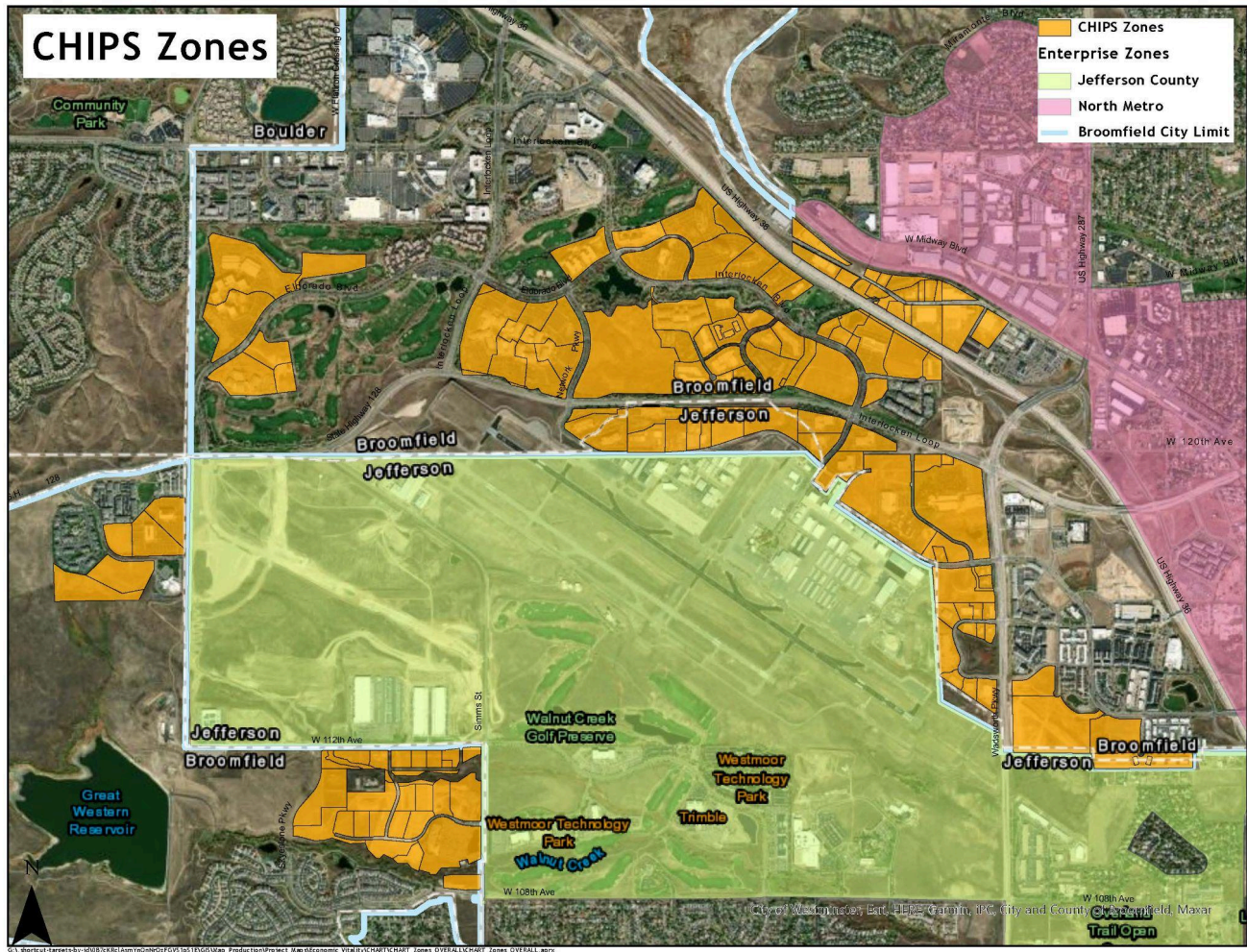
Communities may at any time apply to modify or eliminate the CHIPS Zones. Since Broomfield’s CHIPS Zones will be set by resolution (if approved), they must be modified by resolution. Additionally, any modifications are at the discretion of the EDC. All CHIPS zones will terminate as a matter of law on December 31, 2040.

Proposed Zone Boundaries

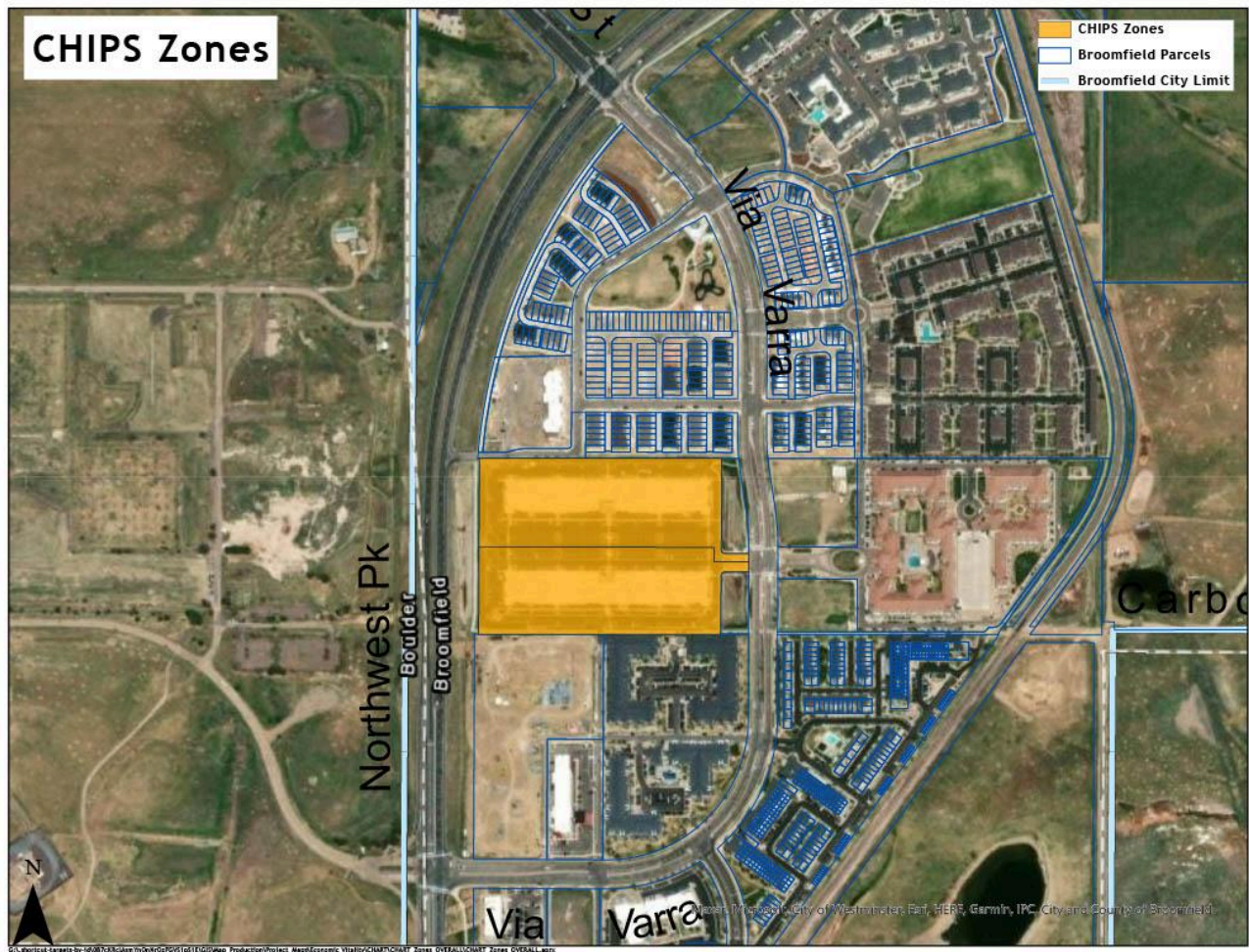
Taxpayers in semiconductor manufacturing - defined as “the fabrication, assembly, testing, advanced packaging, production, or research and development of semiconductors, materials used to manufacture or enhance semiconductors, or semiconductor manufacturing equipment” - can claim the EZ tax credits.

Therefore Broomfield’s proposed zone boundaries include the following areas and/or specific properties that either currently or are anticipated to support businesses operating within these parameters:

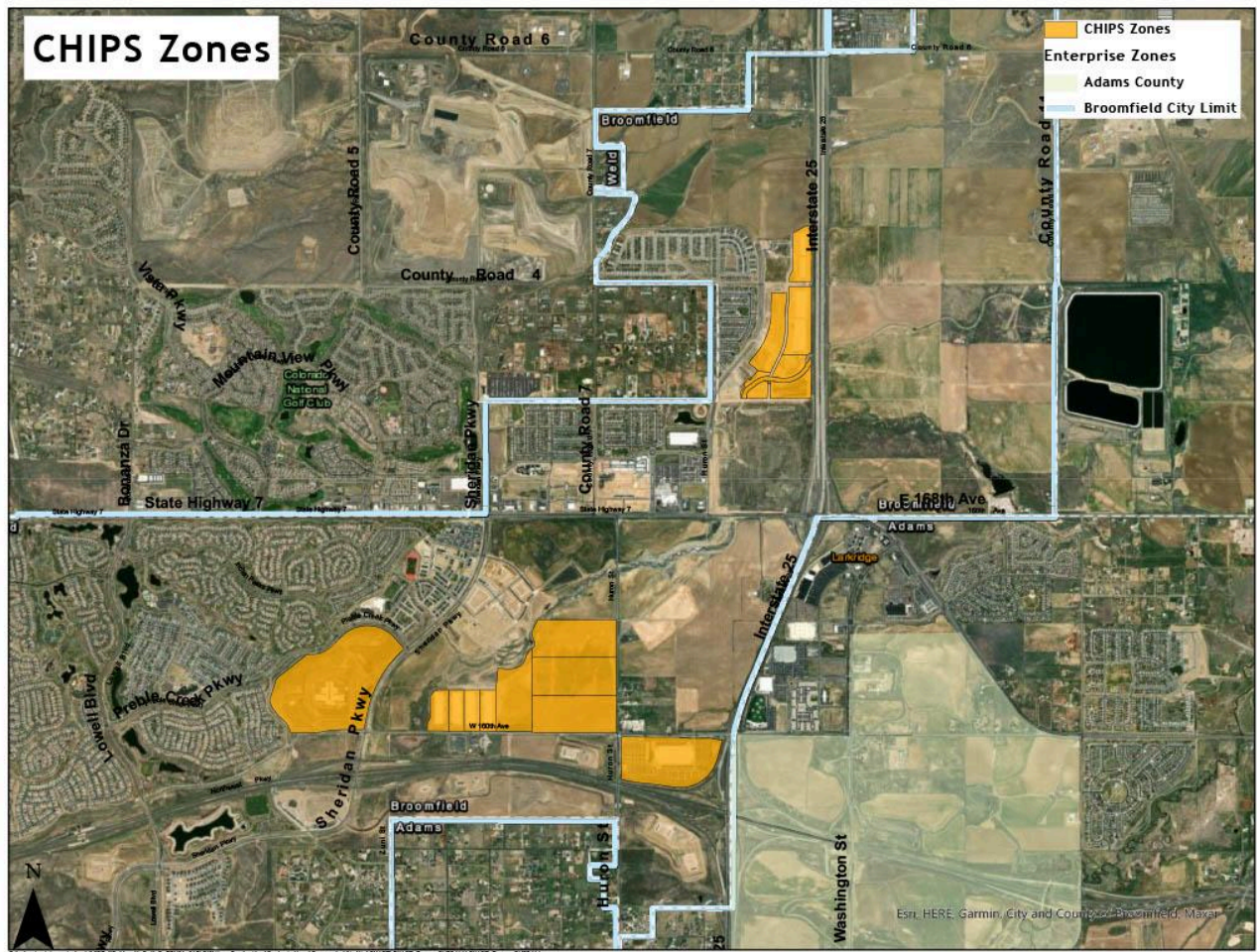
- Area 1 - Interlocken, Arista, and Simms
 - Includes portions of Interlocken, Arista and the Simms Technology Park development



- Area 2 - Via Varra
 - Includes the current buildings located at 13699 and 13601 Via Varra



- Area 3 - Northeast Broomfield
 - Includes properties in and near Baseline and Palisade Park developments, including Connect25



If the CHIPS zones are approved, a GIS map will be made available to review online, which will allow closer inspection of the proposed zones and their boundaries.

Financial Considerations

No financial considerations apply to this resolution; tax credits apply to state income taxes only.

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the application to the State EDC as outlined above, the appropriate motion is...
 That Resolution 2024-140 be adopted.

Alternatives

Council can modify the CHIPS zones as part of their motion of approval.

Do not approve the application to the Colorado Office of Economic Development and International Trade and for acceptance by the Economic Development Commission and reject Resolution 2024-140.

RESOLUTION NO. 2024-140

Resolution for submitting an application for, and supporting Broomfield's participation, in Colorado's CHIPS (Creating Helpful Incentives to Produce Semiconductors) Zone program.

Recitals.

Whereas, in 2022, the United States Congress enacted and President Biden signed the "Creating Helpful Incentives for Producing Semiconductors and Science Act" (the "CHIPS Act"); and

Whereas, the CHIPS Act will provide over \$50 billion to be spent to strengthen and revitalize the Country's position in semiconductor research, development, and manufacturing; and

Whereas, in May 2024, the Colorado General Assembly adopted House Bill 23-1260 and in it added a new Article 36 to Title 39 of the Colorado Revised Statutes to be known as the CHIPS Zone Act; and

Whereas, the CHIPS Zone Act has been enacted to maximize the opportunity for Colorado business involved in research, development, and manufacturing of semiconductors to access the federal dollars to be spent under the CHIPS Act and to also provide these businesses with certain state tax-credit incentives; and

Whereas, in order for such businesses in the City and County of Broomfield to obtain the benefits provided under the CHIPS Zone Act, Broomfield must file with the Executive Director of the Colorado Office of Economic Development and International Trade (the "OED Executive Director") an application to the program, including a resolution by City Council approving the application; and

Whereas, the City Council finds and determines that this Resolution and the designation of the proposed zones as CHIPS Zones under the CHIPS Zone Act is in Broomfield's best interest and necessary for the public's health, safety, and welfare.

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

Section 1.

The City and County of Broomfield hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2.

2.1 The City Council supports Broomfield's participation in the Colorado CHIPS Zone program.

2.2 The City Council hereby approves the designation of the proposed zones as Broomfield CHIPS Zones, as set forth on the attached exhibit.

2.3 The City Council hereby directs the City and County Manager or her designee to prepare the application and to submit it to the Colorado Office of Economic Development and International Trade (OED-IT) and request that the application be submitted for acceptance by the Economic Development Commission to create CHIPS Zones under the CHIPS Zone Act.

Section 3.

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

Approved on October 8, 2024.

The City and County of Broomfield, Colorado

Mayor

Attest:

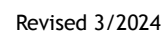
Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

Page 3





C. Request for Executive Sessions Regarding the City and County Attorney Annual Performance Review

Request for Executive Session per C.R.S. § 24-6-402(4)(f)(I)

Meeting	Agenda Group
Tuesday, October 8, 2024, 6:00 PM	Consent Items Item: 6C.
Presented By	
Niki Macklin, HR Director	
Community Goals	

Overview

[View Correspondence](#)

As part of Council's annual review and evaluation of the City and County Attorney, executive sessions have been proposed to be held on October 22, 2024 and November 12, 2024 immediately following Council's regular meetings. These executive sessions are permitted under C.R.S. § 24-6-402 (4)(f)(I) - Personnel Matters. An executive session requires an affirmative vote of two-thirds of the quorum present.

Attachments

[Memo - Request for Executive Sessions Regarding the City and County Attorney Annual Performance Review.pdf](#)

Summary

[View Correspondence](#)

As part of Council's annual review and evaluation of the City and County Attorney, executive sessions have been proposed to be held on October 22, 2024 and November 12, 2024, immediately following Council's regular meetings. These executive sessions are permitted under C.R.S. § 24-6-402 (4)(f)(I) - Personnel Matters. An executive session requires an affirmative vote of two-thirds of the quorum present.

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

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

Financial Considerations

As determined by the City Council

Prior Council or Other Entity Actions

Prior executive sessions in the last twelve months regarding personnel matters involving the City and County Attorney's Annual Performance review have been held on [December 5, 2023](#), [December 12, 2023](#), and [January 23, 2024](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Based on the above, it is recommended...

That Executive Sessions be held on October 22, 2024 and November 12, 2024, immediately following Council's regular meetings, for the purpose of discussing personnel matters related to the City and County Attorney's annual review, as permitted by CRS § 24-6-402(4)(f)(I).

Alternatives

Deny motion and not schedule the executive sessions.



A. Proposed Broomfield Ordinance Approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel - 1st Reading

This item will be heard concurrently with Item 7B.

Meeting	Agenda Group
Tuesday, October 8, 2024, 6:00 PM	Action Items Item: 7A.
Presented By	
Jeff Romine, Economist & Director	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

This proposed Broomfield ordinance and BURA resolution authorize a Reimbursement Agreement between the Broomfield, BURA and Wasatch Residential Group, LLC (WRG) for funds advanced to Broomfield by WRG for the construction of drainage improvements to Nissen Channel downstream (east) of Perry Street and north of 120th Avenue benefitting WRG's property located at 12010 and 12050 Perry Street (the former drive-in theater site).

Pursuant to the agreement, WRG would advance \$2.0M to Broomfield enabling Broomfield and Mile High Flood District (MHFD) to construct drainage and flood control improvements along this stretch of Nissen Channel in 2024 and 2025. A reimbursement of \$1.0M would be paid to WRG by BURA utilizing tax increment financing from any increase to property and sales/use taxes generated by the future development of the property. The property is located within the Lowell Gateway Urban Renewal Area.

Attachments

[City Council Memo - Reimbursement Agreement for Drainage Improvements to Nissen Channel.pdf](#)
[Ordinance 2256 Reimbursement Agreement for Drainage Improvements to Nissen Channel.pdf](#)
[_BURA Resolution 2024-154-UR Reimbursement Agreement for Drainage Improvements to Niss.pdf](#)
[Wasatch - Development Reimbursement Agmt \(Drainage Improvements\) CLEAN FINAL 9-30-2024.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

This proposed Broomfield ordinance and BURA resolution authorizes a Reimbursement Agreement between the City, BURA and Wasatch Residential Group, LLC (WRG) for funds advanced to the City by WRG for the construction of drainage improvements to Nissen Channel downstream (east) of Perry Street and north of 120th Avenue benefitting WRG's property located at 12010 and 12050 Perry Street (the former drive-in theater site). Pursuant to the agreement, WRG would advance \$2.0M to the City enabling the City and Mile High Flood District (MHFD) to construct drainage and flood control improvements along this stretch of Nissen Channel in 2024 and 2025. A reimbursement of \$1.0M would be paid to WRG by BURA utilizing tax increment financing from any increase to property and sales/use taxes generated by the future development of the property. The property is located within the Lowell Gateway Urban Renewal Area.

Broomfield's Charter requires any multiple-fiscal year direct or indirect debt or other financial obligation of the City to be approved by ordinance. This includes reimbursement agreements with developers, special districts and/or the Broomfield Urban Renewal Authority (BURA). BURA can approve this agreement via resolution.

Broomfield has been working with MHFD since 2016 to develop the final design, acquire right-of-way/easements, and construct drainage and flood control improvements for the Nissen Channel from approximately [Tennyson Street to the west side of Lowell Blvd](#). This area 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. Improvements are expected to provide an adequate drainage path along Nissen Channel and reduce floodplain and flood risk to life and property. Construction will include a maintenance access path that will provide a trail connection.

MHFD will pay 50% of the drainage improvements using funds collected through the MHFD property tax mills. Broomfield will pay the remaining 50% through its Capital Improvement Program (CIP) and from contributions by developers and private property owners located along Nissen Channel.

The \$2.0M contribution from WRG enables MHFD to begin construction of the drainage and flood control improvements along this stretch of Nissen Channel in 2024. Permits have been issued and the contractor is on-site doing preliminary work. Work will begin in the near future at the downstream end.

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
City and County of Broomfield	\$3,300,000
Mile High Flood District	\$3,300,000
Wasatch Residential Group	\$2,000,000

Sources and Uses of Funds	Amount
*Phase 1	-\$ 6,000,000
*Projected Balance (to be forwarded to Phase 2)	\$2,600,000

Prior Council or Other Entity Actions

Prior Council Action (provide links to memo)

Resolution Nos. [2016-169](#) approving the original intergovernmental agreement; Resolution Nos. [2017-142](#), [2018-208](#), [2019-133](#), [2020-212](#), [2021-93](#), [2022-45](#) and [2023-53](#) are amendments to the 2016 IGA approved by City Council in their respective years. Funds for this project were approved by Council in the [2024 CIP Budget](#)

Proposed Actions / Recommendations

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

That Ordinance No. 2256 be approved on first reading and published in full, and that a second reading and public hearing take place on November 12, 2024.

If BURA desires to approve the Reimbursement Agreement, the appropriate motion is...

That Resolution 2024-154-UR be adopted, subject to final approval by Council of Ordinance #2256.

Alternatives

Council can choose not to approve the Reimbursement Agreement and staff would then delay construction of the drainage and flood control improvements along this stretch of Nissen Channel until adequate CIP funds are available. Staff anticipates that if construction is delayed that the improvement cost will increase.

ORDINANCE NO. 2256

An ordinance approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel

Recitals.

Whereas, Avenue 120 Holdings, LLC, a Utah limited liability company (“Avenue 120”) and Mountain West Capital Partners, LLC, a Utah limited liability company (“MWCP”, and collectively with Avenue 120, “Developers”) are affiliates of Wasatch Residential Group, LLC, a Utah limited liability company (“WRG”).

Whereas, Avenue 120 owns certain real property located at 12050 N Perry Street and MWCP owns certain real property located at 12010 N Perry Street, in the City and County of Broomfield, State of Colorado (collectively, the “Developers’ Property”).

Whereas, Developers have proposed a development for the Developers’ Property that requires improvements to Nissen Channel as the proposed development falls within the existing floodplain.

Whereas, the City owns a parcel of property which contains the Nissen Channel and is located adjacent to the Developers’ Property.

Whereas, the City together with the Mile High Flood District is undergoing a multiple-year project constructing and installing necessary regional drainage improvements along the Nissen Channel.

Whereas, the regional drainage improvements to Nissen Channel, including those adjacent to the Developers’ Property, are subject to available funding, and the timing, location, and construction year of said improvements are determined based on the funds available for any given year.

Whereas, insufficient funds are available for the City and Mile High Flood District to complete the regional drainage improvements adjacent to the Developers’ Property in 2024 and adequate funds for said improvements are not planned to be available for several years.

Whereas, WRG is willing to advance to the City Two Million and 00/100 Dollars (\$2,000,000.00) to complete the necessary improvements to Nissen Channel that are adjacent to the Developers’ Property beginning in 2024 provided that BURA reimburses WRG for up to fifty percent (50%) of the advanced funds from tax increment revenues paid to BURA from taxes generated from the development of the Developers’ Property.

Whereas, the existing conditions of the Developers' Property are such that the City and BURA previously included the Developers' Property within the Lowell Gateway Urban Renewal Plan area in order to facilitate redevelopment and eliminate conditions of blight.

Whereas, BURA has legal authority pursuant to Urban Renewal Law and the Lowell Gateway Urban Renewal Plan to transact business and exercise its powers as an urban renewal authority to facilitate redevelopment and eliminate blight within the Developers' Property, including the authority to receive and utilize tax increment revenues and, in conjunction therewith, to enter into intergovernmental agreements pursuant to, inter alia and as applicable, C.R.S. § 29-1-203.

Whereas, the City has legal authority pursuant to Sections 10 through 13 of Article XX of the Colorado constitution, Sections 14.4 and 14.5 of the City's Charter, and Chapter 3-40 of the Broomfield Municipal Code, to enter into agreements, pursuant to ordinance and without an election, to provide that all or a portion of the City's use tax revenues generated by taxable activity within specified property be used to assist in financing designated improvements and, in connection therewith, to enter into intergovernmental agreements pursuant to, inter alia and as applicable, C.R.S. § 29-1-203.

Whereas, the Developers' Property is located within the municipal boundaries and are subject to the jurisdiction of the City.

Whereas, the City and BURA wish to exercise this legal authority to reimburse WRG for up to fifty percent (50%) of the Two Million Dollars (\$2,000,000.00) advanced by WRG to finance the drainage improvements to Nissen Channel adjacent to the Developers' Property.

Whereas, the City, BURA, and Developers agree the timely construction and installation of the regional drainage improvements to Nissen Channel adjacent to and within the Developers' Property will facilitate the remediation of blight conditions within the Developers' Property and will provide for orderly and well-planned growth and promote economic development and stability within the City.

Whereas, the City, BURA, and WRG desire to enter into a Reimbursement Agreement to allow for the reimbursement of advanced funds by WRG for the timely installation of drainage improvements to Nissen Channel.

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

Section 1.

The Reimbursement Agreement by and between the City and County of Broomfield, the Broomfield Urban Renewal Authority and Wasatch Residential Group, LLC for the

reimbursement of funds advanced for drainage improvements to Nissen Channel is hereby approved.

Section 2.

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

Section 3.

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

Introduced and approved after first reading on October 8, 2024, and ordered published in full.

Introduced a second time and approved on November 12, 2024, and ordered published.

Approved on October 8, 2024

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

RESOLUTION NO. 2024-154-UR

A resolution approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel

Be it resolved by the:

Section 1.

The Reimbursement Agreement by and between the City and County of Broomfield, the Broomfield Urban Renewal Authority and Wasatch Residential Group, LLC for the reimbursement of funds advanced for drainage improvements to Nissen Channel is hereby approved.

Section 2.

The Chair or Vice Chair is authorized to sign and the Secretary to attest the Reimbursement Agreement in a form approved by the Authority's attorney.

Section 3.

This Resolution is effective upon its approval by the Authority. 2256, this resolution will have no force or effect.

Approved on September 24, 2024.

BROOMFIELD URBAN RENEWAL AUTHORITY

Chair

Attest:

Secretary

Approved as to form:

NCR

Attorney for the Authority

**REIMBURSEMENT AGREEMENT FOR FUNDS ADVANCED FOR DRAINAGE
IMPROVEMENTS TO NISSEN CHANNEL
(Wasatch – 12010 and 12050 Perry Street)**

This Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel (this “Agreement”) is made and entered into as of the ____ day of _____, 2024 (“Effective Date”), by and between the CITY AND COUNTY OF BROOMFIELD, COLORADO (“City”), a Colorado home-rule municipality and county; BROOMFIELD URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (“BURA”); and WASATCH RESIDENTIAL GROUP, LLC, a Utah limited liability company (“WRG”). The parties may be collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Avenue 120 Holdings, LLC, a Utah limited liability company (“Avenue 120”) and Mountain West Capital Partners, LLC, a Utah limited liability company (“MWCP”, and collectively with Avenue 120, “Developers”), together with any successors and assigns, are affiliates of WRG.

WHEREAS, Avenue 120 owns certain real property located at 12050 N Perry Street and MWCP owns certain real property located at 12010 N Perry Street, in the City and County of Broomfield, State of Colorado, as shown on **Exhibit A** attached hereto and incorporated herein (collectively, the “Developers’ Property”); and

WHEREAS, Developers have proposed a development for the Developers’ Property that requires improvements to Nissen Channel as the proposed development falls within the existing floodplain; and

WHEREAS, the City owns a parcel of property which contains the Nissen Channel and is located adjacent to the Developers’ Property; and

WHEREAS, the City together with the Mile High Flood District is undergoing a multiple-year project constructing and installing necessary regional drainage improvements along the Nissen Channel. The portion of the regional drainage improvements adjacent to the Developers’ Property is shown on **Exhibit B**, attached hereto and incorporated herein (the “Improvement Plan”); and

WHEREAS, the regional drainage improvements to Nissen Channel, including those adjacent to the Developers’ Property, are subject to available funding, and the timing, location, and construction year of said improvements are determined based on the funds available for any given year; and

WHEREAS, insufficient funds are available for the City and Mile High Flood District to complete the regional drainage improvements adjacent to the Developers’ Property in 2024 and adequate funds for said improvements are not planned to be available for several years; and

WHEREAS, WRG is willing to advance to the City Two Million and 00/100 Dollars (\$2,000,000.00) to complete the necessary improvements to Nissen Channel that are adjacent to the Developers’ Property beginning in 2024 provided that BURA reimburses WRG for up to fifty percent (50%) of the advanced funds from tax increment revenues paid to BURA from taxes generated from the development of the Developers’ Property subject to the terms and conditions of this Agreement; and

WHEREAS, the existing conditions of the Developers' Property are such that the City and BURA previously included the Developers' Property within the Lowell Gateway Urban Renewal Plan area in order to facilitate redevelopment and eliminate conditions of blight; and

WHEREAS, BURA has legal authority pursuant to Urban Renewal Law and the Lowell Gateway Urban Renewal Plan to transact business and exercise its powers as an urban renewal authority to facilitate redevelopment and eliminate blight within the Developers' Property, including the authority to receive and utilize tax increment revenues and, in conjunction therewith, to enter into intergovernmental agreements pursuant to, *inter alia* and as applicable, C.R.S. § 29-1-203; and

WHEREAS, the City has legal authority pursuant to Sections 10 through 13 of Article XX of the Colorado constitution, Sections 14.4 and 14.5 of the City's Charter, and Chapter 3-40 of the Broomfield Municipal Code, to enter into agreements, pursuant to ordinance and without an election, to provide that all or a portion of the City's use tax revenues generated by taxable activity within specified property be used to assist in financing designated improvements and, in connection therewith, to enter into intergovernmental agreements pursuant to, *inter alia* and as applicable, C.R.S. § 29-1-203; and

WHEREAS, the Developers' Property is located within the municipal boundaries and are subject to the jurisdiction of the City; and

WHEREAS, the City and BURA wish to exercise this legal authority to reimburse WRG for up to fifty percent (50%) of the Two Million Dollars (\$2,000,000.00) advanced by WRG to finance the drainage improvements to Nissen Channel adjacent to the Developers' Property as set forth in this Agreement; and

WHEREAS, the BURA, City, and Developers agree the timely construction and installation of the regional drainage improvements described in the Improvement Plans adjacent to and within the Developers' Property will facilitate the remediation of blight conditions within the Developers' Property and will provide for orderly and well-planned growth and promote economic development and stability within the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties' undertaking to perform their respective obligations, covenants and agreements pursuant to this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Recitals. The Recitals are incorporated herein by this reference as though fully set forth in the body of this Agreement.

1.2 Term. This Agreement will be effective commencing on the Effective Date above and will automatically terminate on January 1, 2039 ("Term"), unless earlier terminated as provided in this Section 1.3. Early termination of the Agreement shall automatically result upon receipt by WRG of the full Reimbursement Obligation (defined below) from BURA.

1.3 Purpose. The purpose of this Agreement is to: (i) eliminate blight and otherwise implement and further the purposes of the Lowell Gateway Urban Renewal Project as described in the plan; (ii) facilitate the future redevelopment of the Developers' Property by ensuring the timely construction of drainage improvements to Nissen Channel; and (iii) further the City's

policies as generally described in, *inter alia*, Chapter 3-40 of the Municipal Code in connection with the future redevelopment of the Developers' Property.

1.4 Nature of the Agreement.

1.4.1 Intergovernmental Agreement. As among the City and BURA, this Agreement constitutes an intergovernmental agreement pursuant to C.R.S. § 29-1-203 and, as the general assembly has expressly authorized pursuant thereto, such Parties intend that their respective obligations under this Agreement are to be enforceable by specific performance and or injunctive relief or other equitable remedies in addition to any remedies otherwise available at law.

1.4.2 Reimbursement Agreement. This Agreement constitutes a written agreement by the BURA to reimburse WRG pursuant to Section 4.1 of this Agreement for up to fifty percent (50%) of the Two Million Dollars (\$2,000,000.00) advanced by WRG to finance the drainage improvements to Nissen Channel adjacent to the Developers' Property.

ARTICLE 2 OBLIGATIONS OF WRG

2.1 Deposit of Capital Contribution. Within 60 days of the final execution of this Agreement, WRG will deposit with the City the sum of **Two Million Dollars and 00/100ths (\$2,000,000.00)** ("Capital Contribution") as WRG's contribution toward the regional drainage improvements that are required to Nissen Channel located adjacent to the Developers' Property. It is understood that the Capital Contribution will enable the City to accelerate the completion of the improvements to Nissen Channel into the 2024 and 2025 construction seasons, thus positively benefiting the Developers' Property and the Developers' ability to develop the Developers' Property. It is further understood that in the event the Developers' Property is developed on or before the expiration of this Agreement, up to fifty percent (50%) of the Capital Contribution is eligible for reimbursement to WRG by BURA pursuant to Section 4.1 of this Agreement. If WRG fails to timely deposit the Capital Contribution with the City, then this Agreement shall automatically terminate except for those provisions which expressly survive any termination.

2.2 No Obligation to Develop. This Agreement shall not be construed to create an implied obligation upon WRG or the Developers or any successor owners of the Developers' Property to develop any or all of the Developers' Property. The timing of any future development of the Developers' Property is at the sole discretion of the Developers or any successor owners of the Developers' Property. WRG acknowledge that any reimbursement of the Capital Contribution for the Nissen Channel improvements that is owed to WRG by BURA pursuant to Section 4.1 of this Agreement is dependent upon the development of the Developers' Property on or before August 5, 2038.

ARTICLE 3 CITY OBLIGATIONS

3.1 Application of Capital Contribution to Nissen Channel Improvements. The City agrees to apply the entire Capital Contribution to the project fund for the regional drainage improvements to Nissen Channel, specifically the portion of the channel adjacent to the Developers' Property. Said improvements are depicted in the Improvement Plan.

3.2 Completion of Nissen Channel Improvements. The City shall complete or cause to be completed the Nissen Channel improvements in accordance with the Improvement Plan no later than the date that is one year from the Effective Date. The City represents and warrants that upon completion of the improvements contemplated by the Improvement Plan, the flood plain's impact on the Developer's Property will be reduced in a manner similar to that represented on **Exhibit A..**

3.3 Pledge of Sales and Use Tax. The City agrees to pay to BURA for inclusion in the special fund owned and maintained by BURA ("Special Fund") fifty percent (50%) of the revenue collected by the imposition of the City's sales or use tax at the rate of 3.50%, which percentage excludes 0.25% presently allocated for open space and 0.40% presently allocated for county functions, levied and collected on construction and building materials delivered and used in the development of the Developers' Property during the Term solely from the initial construction of the private improvements on the Developers' Property. Available pledged sales or use tax revenue shall not include use tax generated in connection with subsequent repair, additions to, replacement of or rehabilitation of any improvements on the Developers' Property after issuance of an initial certificate for occupancy, including, without limitation, subsequent tenant improvements or other build to suit leasehold improvements. No more than twice annually, Developers may submit a certificate to the City evidencing the sales or use tax paid on construction and building materials delivered and used in the development of the Developers' Property along with receipts thereof evidencing the amount of sales or use tax paid ("Sales Tax Certificate"). Upon receipt of a Sales Tax Certificate from the Developers, the City shall promptly transfer the applicable sales or use tax amount identified in the Sales Tax Certificate and calculated under this Section 3.3 to the Special Fund.

ARTICLE 4 BURA OBLIGATIONS

4.1 Reimbursement Obligation. BURA agrees to promptly pay to WRG up to fifty percent (50%) of the Capital Contribution paid by Developers to the City plus interest calculated at a rate of eight percent (8.0%) per annum ("Reimbursement Obligation"). The Reimbursement Obligation shall be promptly payable solely from the amounts in the Special Fund, and which include: (a) sales and use tax revenue paid to BURA by the City as set forth in Section 3.3 above; and (b) property tax revenue as is defined in Section 4.2 below. The Reimbursement Obligation is limited to only those amounts available in the Special Fund and shall terminate with the termination of this Agreement regardless of the amount of reimbursement that has been paid to WRG, if any. By way of example only, attached hereto as **Exhibit C** is an illustration of how the Reimbursement Obligation is to be paid by BURA to WRG under this Agreement.

4.2 Pledged Property Tax. BURA agrees to deposit into the Special Fund fifty percent (50%) of the Property Tax Increment Revenue received by BURA pursuant to Colorado Urban Renewal Law and the Lowell Gateway Urban Renewal Plan from the increase in assessed value, if any, above the base assessed value of the Developers' Property, which amount is the base amount established by the Lowell Gateway Urban Renewal Plan (the "Property Tax Increment Revenue"). The Property Tax Increment Revenue is subject to reduction based on abatements or reduction in accordance with C.R.S. § 31-25-107(9)(a)(III). For the purpose of clarity of understanding, the Parties acknowledge that the Pledged Property Tax to be deposited into the Special Fund is limited to only the pledged portion (50%) of the property tax increment revenue generated from the Developers' Property.

4.3 Special Fund. Subject to the terms and conditions set forth in this Agreement, including, without limitation Section 4.4 and Section 4.5, BURA agrees to make disbursements from the Special Fund to WRG in accordance with the procedure set forth in Section 4.4. The Special Fund and any payments or contributions made in accordance with Section 4.4 shall be the sole and exclusive source of payment of the Reimbursement Obligation. It is the intention of the Parties that there be no double compensation paid to WRG. If WRG receives payment in whole or in part from any public source other than the Special Fund, the Reimbursement Obligation shall be reduced by a like amount. At all times while it is holding and maintaining the Special Fund, BURA will earn interest on (and credit interest to) the Special Fund in accordance with its normal practices and procedures.

4.4 Reimbursement Procedure. The Reimbursement Obligation shall be promptly payable solely from: (a) the amounts in the Special Fund, and (b) any prepayment or third-party contributions made in accordance with Section 4.5, as follows:

On or before December 31st of each year during the Term, BURA shall disburse WRG by wire transfer to the account designated by WRG all funds that have been deposited into the Special Fund (including any interest thereon) to WRG. If WRG fails to designate an account prior to December 31 of the applicable year, then BURA shall make the annual disbursement via check to WRG and mail said check to the address identified in Section 7.19 below.

4.5 Pre-Payment Rights. BURA shall have the right to prepay the Reimbursement Obligation in whole or in part at any time. If the City or BURA receives a payment from a third party for all or part of the Reimbursement Obligation, BURA shall cause such payment (if any) to be deposited in the Special Fund and reimbursed to WRG in accordance with the terms of this Agreement. If applicable, the City shall transfer any payment it receives from a third party for all or part of the Reimbursement Obligation to BURA.

4.6 Obligations Subject to Charter and Colorado Urban Renewal Law. The obligations of BURA and the City under this Agreement are subject to the requirements of Colorado Urban Renewal Law and the Charter for the City.

4.7 Books and Accounts; Financial Statements. During the Term, BURA will keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amount of pledged revenue received by BURA; the amounts deposited into and paid out from the Special Fund; and such other calculations, allocations and payments required by this Agreement. Additionally, BURA shall prepare or cause the City to prepare a complete financial statement on an annual basis in reasonable detail covering the above information, certified by a public accountant selected by the City, and shall furnish a copy of such statement to WRG upon request.

4.8 Limitation. During the Term, BURA shall not enter into any agreements or transaction that impairs the rights of WRG under this Agreement, including, without limitation, the right to receive the Reimbursement Obligation in accordance with the procedures established in this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representation and Warranties by BURA. BURA represents and warrants that:

- (a) BURA is a Colorado urban renewal authority and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder;
- (b) BURA knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of BURA or its officials with respect to this Agreement that has not been disclosed in writing to WRG;
- (c) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to BURA or its governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which BURA is a party or by which it may be bound or affected;
- (d) This Agreement constitutes a valid and binding obligation of BURA, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors rights and by equitable principles, whether

considered at law or in equity. BURA will defend the validity of this Agreement in the event of any litigation arising hereunder that names BURA as a party or which challenges the authority of BURA to enter into or perform its obligations hereunder.

5.2 Representations and Warranties by the City. The City represents and warrants that:

- (a) The City is a Colorado municipal corporation and county and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder;
- (b) The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to WRG;
- (c) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to the City or its governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the City is a party or by which it may be bound or affected;
- (d) This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors rights and by equitable principles, whether considered at law or in equity. The City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as party or which challenges the authority of the City to enter into or perform its obligations hereunder.

**ARTICLE 6
DEFAULT AND REMEDIES**

6.1 Events Of Default. If any Party fails in the performance of any covenant or promise in this Agreement and such failure continues for thirty (30) days after written notice specifying such default and requiring the same to be remedied is given by a non-defaulting Party to the defaulting Party, it shall be considered an event of default. If such default is not of a type which can reasonably be cured within such 30 day period and the defaulting Party commences such cure within such 30-day period, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of such 30-day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

6.2 Remedies. Upon the occurrence and continuation of any default hereunder, the non-defaulting Party's remedies shall consist of:

- (a) Recovery of its actual damages as of the time of entry of judgment, limited to the amount of the Capital Contribution, plus interest at the rate set forth in Section 4.1 on any unreimbursed amount, plus all attorney costs and fees that the non-defaulting party expends resulting from a default under this Agreement, regardless of whether a default under this Agreement is litigated in a court of law. No Party shall be entitled to claim damages for special, consequential and/or exemplary damages. No commissioner, official, employee, attorney or agent of BURA or the City shall be personally liable to WRG under the Agreement or in the event of any Default by BURA or the City or for any amount that may become due to WRG under the Agreement, except for fraud, conversion or intentional acts; and
- (b) Any other remedy available at law, in equity or under the terms of this Agreement, including, without limitation, specific performance.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Delays; Force Majeure. Subject to the following provisions, time is of the essence. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused and an equitable extension of time for performance shall be provided to such party if such delays or failure are a result of any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects such Party's performance of such obligation: fire, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions or shortages; war, rebellion, riots, acts of terrorism, or other civil unrest; acts of God; disruption to local, national, or international transport services; shortages of materials or equipment, epidemics; adverse weather; any other event beyond the applicable Party's reasonable control it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Parties with respect to the terms of the Agreement, as the case may be, shall be extended for a reasonable period because of the enforced delay; provided, that the Party seeking the benefit of the provisions of this section shall, within 30 days after such Party gains actual knowledge of such enforced delay, notify the other Parties thereof in writing in the manner provided for herein of the cause or causes thereof, and claim the right to an extension for the period of the enforced delay.

7.2 Assignment; Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

7.3 Titles of Sections. Any titles of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

7.4 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

7.5 Waiver Of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any Party.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of Colorado and exclusive venue for any litigation shall be the District Court of Broomfield County.

7.7 Execution In Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

7.8 No Third-Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

7.9 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

7.10 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be illegal, invalid or unenforceable, in whole or in part, under present or future laws effective during the Term, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole. Furthermore, to the extent it does not materially alter the rights and obligations of the Parties, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable and this Agreement shall be deemed reformed accordingly. Without limiting the generality of the foregoing, if all or any portion of the payments required by the terms of this Agreement are determined, by a court of competent jurisdiction in a final non-appealable judgment, to be contrary to public policy or otherwise precluded, the Parties shall utilize their reasonable best, good faith efforts to promptly restructure and/or amend this Agreement, or to enter into a new agreement, and to assure, to the extent legally permissible, that all payments shall be made to WRG as specified in this Agreement.

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

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

7.13 Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

7.14 Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

7.15 No Waiver Of Immunity. Nothing contained in this Agreement constitutes a waiver of sovereign immunity or governmental immunity by any Party under applicable state law.

7.16 Financial Obligations Of The City. All financial obligations of the City under this Agreement, are subject to appropriations, budgeting and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to WRG.

7.17 Multi-Fiscal Year Obligations of BURA. The Parties acknowledge that, according to the decision of the Colorado Court of Appeals in *Olson v. City of Golden*, 53 P.3d 747 (2002), an urban renewal authority is not subject to the provisions of Article X, Section 20 of the Colorado Constitution. Accordingly, BURA's obligation to remit the pledged revenues in accordance with the terms and provisions of this Agreement does not require voter approval in advance and is not subject to annual appropriation.

7.18 Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested or required by lenders, that is necessary to carry out this Agreement or is reasonably requested by any Party to conform or clarify the intent of the provisions of this Agreement and to effectuate the agreements and the intent. Notwithstanding the foregoing, however, no Party shall be obligated to execute any additional document or take any additional action unless such document or action is reasonably acceptable to such Party. If all or any portion of this Agreement, or other agreements approved in connection with Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially received the benefits that it would have received under this Agreement.

7.19 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if delivered by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The Parties each have designated an authorized representative as follows but may change their designated authorized representative and address by sending notice to the remaining Parties:

- (a) The City designates the City and County Manager as the authorized representative of the City under this Agreement. Email address is manager@broomfield.org;
- (b) BURA designates the Executive Manager as the authorized representative of BURA under this Agreement. Email address is manager@broomfield.org;
- (c) WRG designates Taylor Vance as the authorized representative of WRG under this Agreement. Email address is taylorv@wrgco.com. Physical address: 620 South State Street, Salt Lake City, UT 84111;
- (d) If WRG is alleging that the City or BURA 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.

7.20 Incorporation of Exhibits. All exhibits attached to the Agreement are incorporated into and made a part of this Agreement.

7.21 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and replaces in their entirety any prior agreements, understandings, warranties or representations between the Parties on the matters specifically covered in this Agreement. This provision shall not apply to any separate, supplemental or other agreement required by BURA or the City pursuant to its rules and regulations.

7.22 Recording. This Agreement will not be recorded in the real property records of Broomfield County, Colorado.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of _____, 2024.

CITY AND COUNTY OF BROOMFIELD, COLORADO

Mayor

(SEAL)

ATTEST

City and County Clerk's Office

APPROVED AS TO FORM:

City and County Attorney's Office

BROOMFIELD URBAN RENEWAL AUTHORITY

Chair

ATTEST:

Secretary

APPROVED AS TO FORM:

City and County Attorney's Office

WRG:

WASATCH RESIDENTIAL GROUP, LLC,
a Utah limited liability company

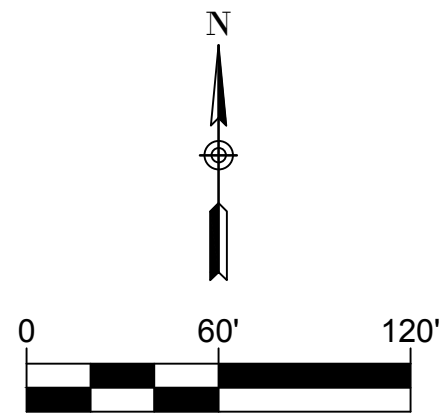
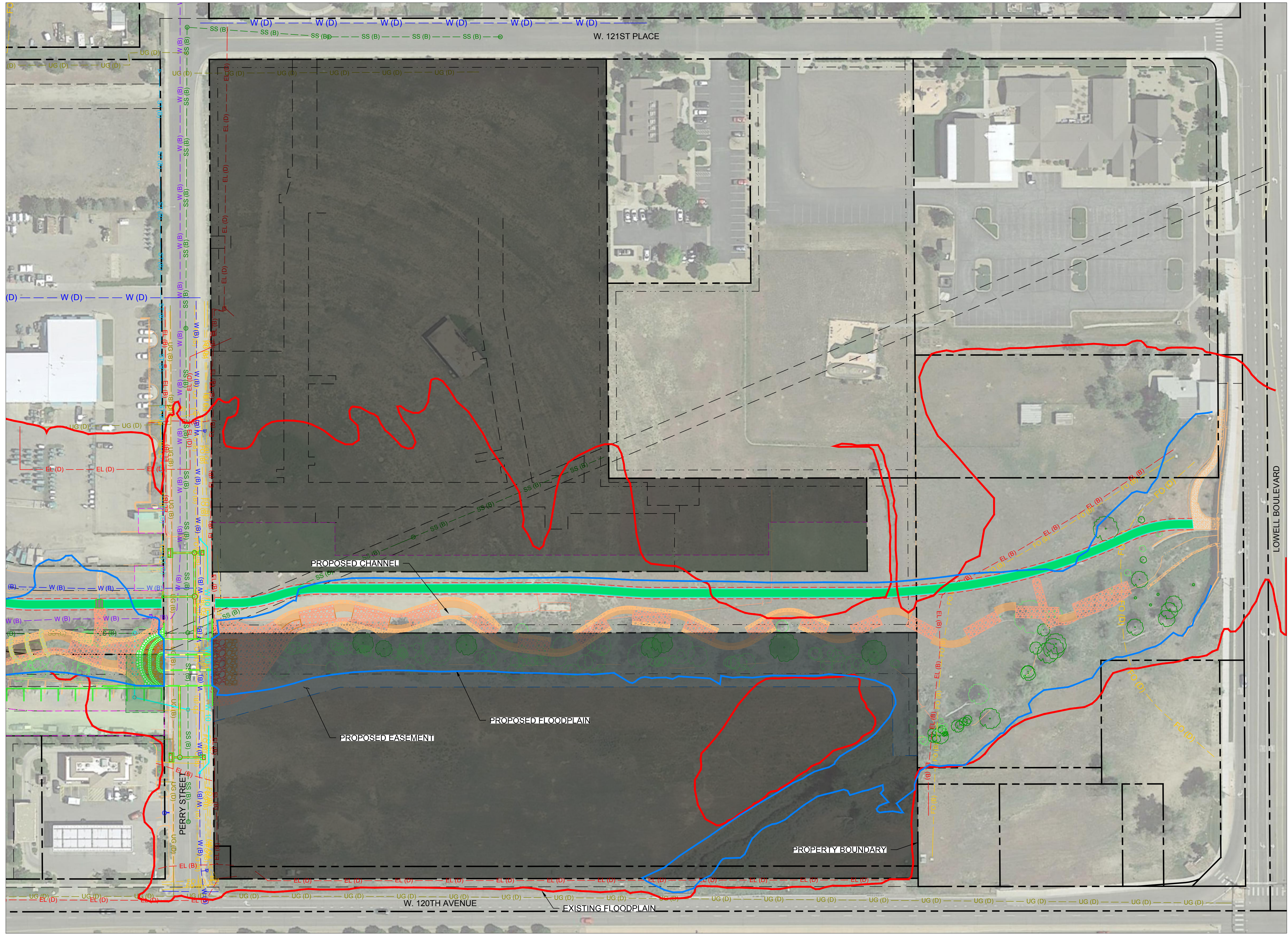
By: _____

Name: _____

Title: _____

Exhibit A
(Depiction of the Developers' Property)

P:\P17-225-NFD-352-Nissan-Reserve\08-DWG-FINAL DESIGN\06-EXHIBITS\Floodplain Exhibit.dwg, Knaprose, Page Setup, 9/11/2024, 11:15 AM




LEGEND

- PROPOSED FLOODPLAIN
- EXISTING FLOODPLAIN
- WASATCH PARCEL

NOTE:
1. PROPOSED FLOODPLAIN LIMITS
WILL BE FINALIZED WITH POST
CONSTRUCTION LOMR.

No.	DATE	REVISIONS	APPR.



Know what's below.
Call before you dig.

PREPARED FOR:




BROOMFIELD
Colorado



M+HFD
MILE HIGH FLOOD DISTRICT

PREPARED BY:



ICON
ENGINEERING

PLAN
DRAWN
KM
DESIGNED
KM
CHECKED
KM

FLOODPLAIN EXHIBIT
ICON PROJECT No.

DATE SEPT 2024
SHEET 1 OF 1

Exhibit B

(Drainage Improvements to be made adjacent to Developers' Property)

[Construction Plans to be Attached]



CITY & COUNTY OF BROOMFIELD

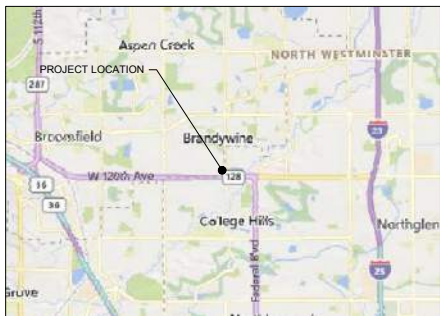
NISSEN RESERVOIR DRAINAGEWAY - PHASE 1

MHFD PROJECT # 106302

MHFD AGREEMENT # 24-04.12

100% CONSTRUCTION PLANS

AUGUST 2024



VICINITY MAP
1" = 1 MILE



LOCATION MAP
1" = 400'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	SURVEY CONTROL
4 - 7	HORIZONTAL CONTROL PLANS
8 - 10	REMOVAL PLANS
11 - 13	CHANNEL GRADING PLANS
14 - 17	CHANNEL PLAN & PROFILE
18 - 21	TRAIL PLAN & PROFILE
22 - 28	PERRY STREET IMPROVEMENT PLANS
29 - 32	UTILITY PLANS
33 - 37	POTABLE WATERLINES PLANS
38 - 39	SANITARY SEWER PLANS
40 - 44	STORM DRAIN PLANS
45 - 46	PERRY STREET CULVERT PLANS
47 - 54	CHANNEL DETAILS
55 - 56	CHANNEL CROSS SECTIONS
57 - 67	EROSION CONTROL PLANS
LS 1 - LS 6	LANDSCAPING PLANS
IR1 - IR4	IRRIGATION PLANS
S1 - S8	STRUCTURAL PLANS
1 - 6	SUE PLANS

MILE HIGH FLOOD DISTRICT APPROVALS

DocuSigned by: Laura R. Krueger LAUR.....	19 August 2024
EXECUTIVE DIRECTOR	Date
DocuSigned by: David Stenard DAVE.....	19 August 2024
DESIGN, CONSTRUCTION, & MAINTENANCE DIRECTOR	Date
DocuSigned by: Charlie Paparis CHAR.....	16 August 2024
PROJECT MANAGER	Date

CITY & COUNTY OF BROOMFIELD APPROVALS

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY AND COUNTY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

ACCEPTED BY:

Kate M

8/9/24

DATE

UTILITY NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF AND ANY DAMAGE TO THESE LINES OR STRUCTURES.



Know what's below.
Call before you dig.

FOR AND ON BEHALF OF

ICON ENGINEERING, INC.

7000 S YOSEMITE ST, SUITE 120
CENTENNIAL, CO 80112
303-221-0802

MATT URSETTA, PE

PRINCIPAL & PROJECT MANAGER

8/26/2024
Date

KYLE MOROSE, P.E., CFM

PROJECT ENGINEER

8/26/2024
Date

ENGINEER OF RECORD

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF COLORADO. FOR AND ON BEHALF OF ICON ENGINEERING, INC.

MATT URSETTA

NAME



GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE MILE HIGH FLOOD DISTRICT (MHFD) STANDARD SPECIFICATION AND IN THE CITY AND COUNTY OF BROOMFIELD (CCB) STANDARDS AND SPECIFICATIONS, AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED SURFACES AND RELATED STRUCTURES, INCLUDING BUT NOT LIMITED TO STAGING AREAS, DRIVEWAYS, CURBS, GUTTERS, WALKS, FENCES, DITCHES, CULVERTS, PAVEMENTS, AND SIGNS TO ORIGINAL CONDITIONS (OR BETTER). THE CONTRACTOR SHALL INCLUDE THIS WORK IN THE BID.
3. ANY QUANTITIES LISTED ARE APPROXIMATIONS AND ARE FOR GENERAL INFORMATION ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL QUANTITIES AND DIMENSIONS.
4. SOILS THAT CLASSIFY AS GP, GW, GM, GC, SP, SW, SM, OR SC IN ACCORDANCE WITH THE USCS CLASSIFICATION SYSTEM (GRANULAR MATERIALS) SHOULD BE COMPACTED TO 95 OR MORE PERCENT OF THE MAXIMUM MODIFIED PROCTOR DRY DENSITY AT MOISTURE CONTENTS WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D1557. SOILS THAT CLASSIFY AS ML, MH, CL, OR CH SHOULD BE COMPACTED TO 95 PERCENT OF THE MAXIMUM STANDARD PROCTOR DENSITY AT MOISTURE CONTENTS FROM 1 PERCENT BELOW TO 3 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698.
5. THE CONTRACTOR SHALL NOTIFY THE MHFD AND CCB A MINIMUM OF 72 HOURS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY THE APPROPRIATE JURISDICTION PRIOR TO ANY REQUIRED INSPECTIONS. NOTIFICATIONS SHALL BE MADE AT LEAST 48 HOURS PRIOR TO REQUIRED INSPECTIONS.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE MHFD, CCB, ICON ENGINEERING, AND ITS SUBCONSULTANT ENGINEERS, MHFD, CCB, AND ICON ENGINEERING RESERVE. THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS OR WORKMANSHIP THAT DOES NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS.
7. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT AND ADJACENT TO THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING CURB, GUTTER, SIDEWALK AND ROADWAY PAVEMENT AT ACCESS POINTS FROM DAMAGE BY EQUIPMENT OR CONSTRUCTION. DAMAGE BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE AND TO THE SATISFACTION OF THE OWNER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY CLEAN UP ANY TRASH OR MUD ON THE SITE OR ADJACENT STREETS AS A RESULT OF CONSTRUCTION.
10. STREET SWEEPING SHALL BE COMPLETED AT LEAST ONCE PER WEEK DURING PERIODS OF MATERIAL TRANSPORT.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY CLEAN UP ANY TRASH OR MUD ON THE SITE OR ADJACENT STREETS AS A RESULT OF CONSTRUCTION.
12. CONSTRUCTION STAKING SHALL BE COMPLETED BY THE CONTRACTOR. ALL SURVEYING PROVIDED BY THE CONTRACTOR SHALL BE COMPLETED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCEPTANCE AND CONTROL OF FLOWS INCLUDING: STORMWATER FLOWS, IRRIGATION FLOWS, AND GROUNDWATER FLOWS ENTERING THE PROJECT SITE. ALL WORK SHALL BE COMPLETED IN DRY CONDITIONS.
14. PROJECT WORK WILL BE IN AN ACTIVE STREAM. CONTRACTOR SHALL BE RESPONSIBLE FOR WATER CONTROL AND DEWATERING AS NECESSARY TO COMPLETE WORK. CONTRACTOR WILL BE RESPONSIBLE FOR COLORADO STATE REQUIREMENTS ASSOCIATED WITH LOSS OF SURFACE WATER AND GROUNDWATER THROUGH EVAPORATION. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING A LICENSE FOR CONSTRUCTION DEWATERING WELLS IF ONE OR MORE WILL BE USED.
15. CONSTRUCTION EROSION AND SEDIMENT CONTROL BMPs SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE PROJECT GRADING, EROSION, AND SEDIMENT CONTROL PLANS, AND CITY AND COUNTY OF BROOMFIELD STANDARDS.

UTILITY NOTES

1. A SUBSURFACE UTILITY ENGINEERING NOTIFICATION WAS SUBMITTED ON JANUARY 6TH, 2020 (TICKET NO. A000601785-00A) TO THE COLORADO UTILITY NOTIFICATION ASSOCIATION. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, DISCUSSIONS WITH THE UTILITY OWNERS AND OPERATORS, AND TESTHOLES. INFORMATION FROM TEST HOLES IS PRESENTED ON THE UTILITY DRAWINGS.
2. THE CONTRACTOR SHALL NOTIFY THE NOTIFICATION ASSOCIATION PRIOR TO EXCAVATION WORK AND ABIDE BY ALL APPLICABLE STATUTES TO PROTECT UTILITIES. THE CONTRACTOR, UNLESS OTHERWISE NOTED ON THESE PLANS, SHALL PROTECT THE UTILITIES SHOWN AND ANY OTHER UTILITY LINES OR STRUCTURES NOT SHOWN ON THESE PLANS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR DAMAGES TO THE UTILITIES.
3. THE LOCATIONS OF ALL UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES BEFORE COMMENCING CONSTRUCTION AND TO COORDINATE THE CONSTRUCTION SCHEDULE WITH UTILITY OWNERS. NO ADDITIONAL PAYMENT WILL BE MADE FOR UTILITY COORDINATION AND THE MINOR ADJUSTMENT OF STRUCTURES TO CLEAR A CONFLICTING UTILITY.
4. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCCO) FOR UTILITY LOCATES AT 811 FOR UTILITY LOCATIONS AT LEAST THREE WORKING DAYS PRIOR TO ANY EXCAVATION OR GRADING.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES AND COORDINATE WITH UTILITY OWNERS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND SHALL HOLD THE OWNERS AND THE ENGINEER HARMLESS FOR THE DAMAGE ARISING FROM FAILURE TO ADEQUATELY PROTECTING UTILITIES. THE MHFD, CCB, AND ICON ENGINEERING WILL NOT BE RESPONSIBLE FOR DAMAGES TO UTILITIES AND/OR ANY OTHER DELAYS OR COSTS ASSOCIATED WITH DAMAGES TO UTILITIES.
6. THE CONTRACTOR SHALL RECONSTRUCT ANY WATER AND SEWER UTILITIES OR SERVICES DAMAGED BY EXECUTION OF THE WORK AT THE CONTRACTOR'S EXPENSE.
7. IF DURING CONSTRUCTION, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.

SITE RESTORATION NOTES

1. SEED MIX AND PLANTINGS SHALL BE COORDINATED WITH DHM DESIGN PRIOR TO CONSTRUCTION. SEED MIX AND PLANT LISTS ARE INCLUDED ON THE LANDSCAPING PLAN.
2. LOCATIONS AND SPECIES FOR TREES, SHRUBS AND HERBACEOUS PLUG PLANTINGS SHALL BE COORDINATED WITH THE OWNERS AND DHM DESIGN.
3. ESTABLISHMENT PROCEDURES AND WATERING SHALL BE IN ACCORDANCE WITH LANDSCAPING PLANS AND SPECIFICATIONS.

ABBREVIATIONS

APPROX - APPROXIMATE
ALG - ALIGNMENT
CL - CAST IRON
CL - CENTER LINE
CCB - CITY AND COUNTY OF BROOMFIELD
CFS - CUBIC FEET PER SECOND
C & G - CURB AND GUTTER
C G & SW - CURB, GUTTER, & SIDEWALK
CONN - CONNECT, CONNECTION
CPM - CAPITAL PROJECTS MANAGEMENT
DIP - DUCTILE IRON PIPE (WATER)
DT - DECIDUOUS TREE
DWD - DENVER WATER DEPARTMENT
E - EAST
E.G.L. - ENERGY GRADE LINE
EOA - EDGE OF ASPHALT
EX, EXIST
FO - FINAL GRADE
FL - FLOW LINE
FO - FIBER OPTIC LINE
FS - FINISHED SURFACE
G - GAS
GB - GRADE BREAK
GV - GATE VALVE
HCL - HORIZONTAL CONTROL LINE
H.G.L. - HYDRAULIC GRADE LINE
HORIZ - HORIZONTAL
INV. - INVERT
KB - KICK BLOCK
LF - LINEAR FEET
ME - MATCH EXISTING
MH - MANHOLE
N - NORTH
NJH - NATIONAL JEWISH HEALTH HOSPITAL
NTS - NOT TO SCALE
OHE - OVERHEAD ELECTRIC LINE
PC - POINT OF CURVATURE
PI - POINT OF INTERSECTION
PL - PROPERTY LINE
POB - POINT OF BEGINNING
POE - POINT OF ENDING
PT - POINT OF TANGENCY
PVC - POLY VINYL CHLORIDE, POINT OF VERTICAL CURVATURE
PVI - POINT OF VERTICAL INTERSECTION
PVC - POINT OF VERTICAL REVERSE CURVATURE
PVT - POINT OF VERTICAL TANGENCY
q - DESIGN FLOW
Qfull - FULL FLOW CAPACITY
ROBC - REINFORCED CONCRETE BOX CULVERT
RCP - REINFORCED CONCRETE PIPE
RPMP - REINFORCED POLYMER MORTAR PIPE
ROW - RIGHT OF WAY
S - SOUTH
SLV - SLEEVE
STRM - STORM WATER
SS / SSWR - SANITARY SEWER
SW - SIDEWALK
TELE - TELEPHONE LINE
TOC - TEMPORARY CONSTRUCTION EASEMENT
TOC - TOP OF CURB
T.O.P. - TOP OF PIPE
T.O.W. - TOP OF WALL
TYP. - TYPICAL
UNK - UNKNOWN
VERT - VERTICAL
VCP - VITRIFIED CLAY PIPE
W - WEST
W/ - WITH
WAT / WTR - WATER

MASTER LEGEND

-- EL (B) -- EXISTING ELECTRIC UTILITY (QUALITY LEVEL B)
-- EL (D) -- EXISTING ELECTRIC UTILITY (QUALITY LEVEL D)
-- UG (B) -- EXISTING GAS UTILITY (QUALITY LEVEL B)
-- UG (D) -- EXISTING GAS UTILITY (QUALITY LEVEL D)
-- SS (B) -- EXISTING SANITARY SEWER (QUALITY LEVEL B)
-- ST (B) -- EXISTING STORM SEWER (QUALITY LEVEL B)
-- ST (D) -- EXISTING STORM SEWER (QUALITY LEVEL D)
-- FO (B) -- EXISTING COMMUNICATION UTILITY (QUALITY LEVEL B)
-- FO (D) -- EXISTING COMMUNICATION UTILITY (QUALITY LEVEL D)
-- W (B) -- EXISTING REUSE WATERLINE (QUALITY LEVEL B)
-- W (D) -- EXISTING POTABLE WATERLINE (QUALITY LEVEL B)
-- W (C) -- EXISTING POTABLE WATERLINE (QUALITY LEVEL C)
-- W (D) -- EXISTING POTABLE WATERLINE (QUALITY LEVEL D)
-- -- EXISTING SECTION LINE
-- -- EXISTING RIGHT OF WAY
-- -- EXISTING LOT LINE
-- -- EXISTING EASEMENT LINE
ICB EXISTING IRRIGATION CONTROL BOX
EXISTING LIGHT POLE
EXISTING UTILITY MANHOLE
EXISTING STORM FLARED END SECTION

CITY & COUNTY OF BROOMFIELD APPROVALS

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY AND COUNTY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

ACCEPTED BY: CITY ENGINEER (OR DESIGNEE)

DATE: 8/26/2024



PROJECT CONTACT LIST

ORGANIZATION	TITLE	NAME	PHONE NUMBER
MILE HIGH FLOOD DISTRICT	PROJECT MANAGER	DAN HILL, PE, CFM	303-749-5422
CITY AND COUNTY OF BROOMFIELD	PROJECT MANAGER	REBECCA BAKER, PE, CFM	303-438-6259
CITY AND COUNTY OF BROOMFIELD	UTILITIES SUPERVISOR	JEFF RUGER	303-464-5116
ICON ENGINEERING	CIVIL ENGINEER	MATT URSETTA, PE	303-221-0802
SAN ENGINEERING	STRUCTURAL ENGINEER	JOHN MIGLIACCIO, PE	303-953-9014
GROUND ENGINEERING	GEOTECHNICAL ENGINEER	AMY CRANDALL, PE	303-289-1989
DHM DESIGN	LANDSCAPE DESIGN	MARK WILCOX	720-763-3966
DALEY LAND SURVEYING	SURVEYOR	ROB DALEY, PLS	303-953-9841



PREPARED FOR:



MILE HIGH FLOOD DISTRICT

PREPARED BY:



PLAN
DRAWN
BSC
DESIGNED
BSC
CHECKED
MAU

NISSEN RESERVOIR DRAINAGEWAY

PHASE 1

GENERAL NOTES

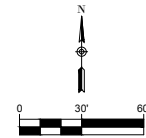
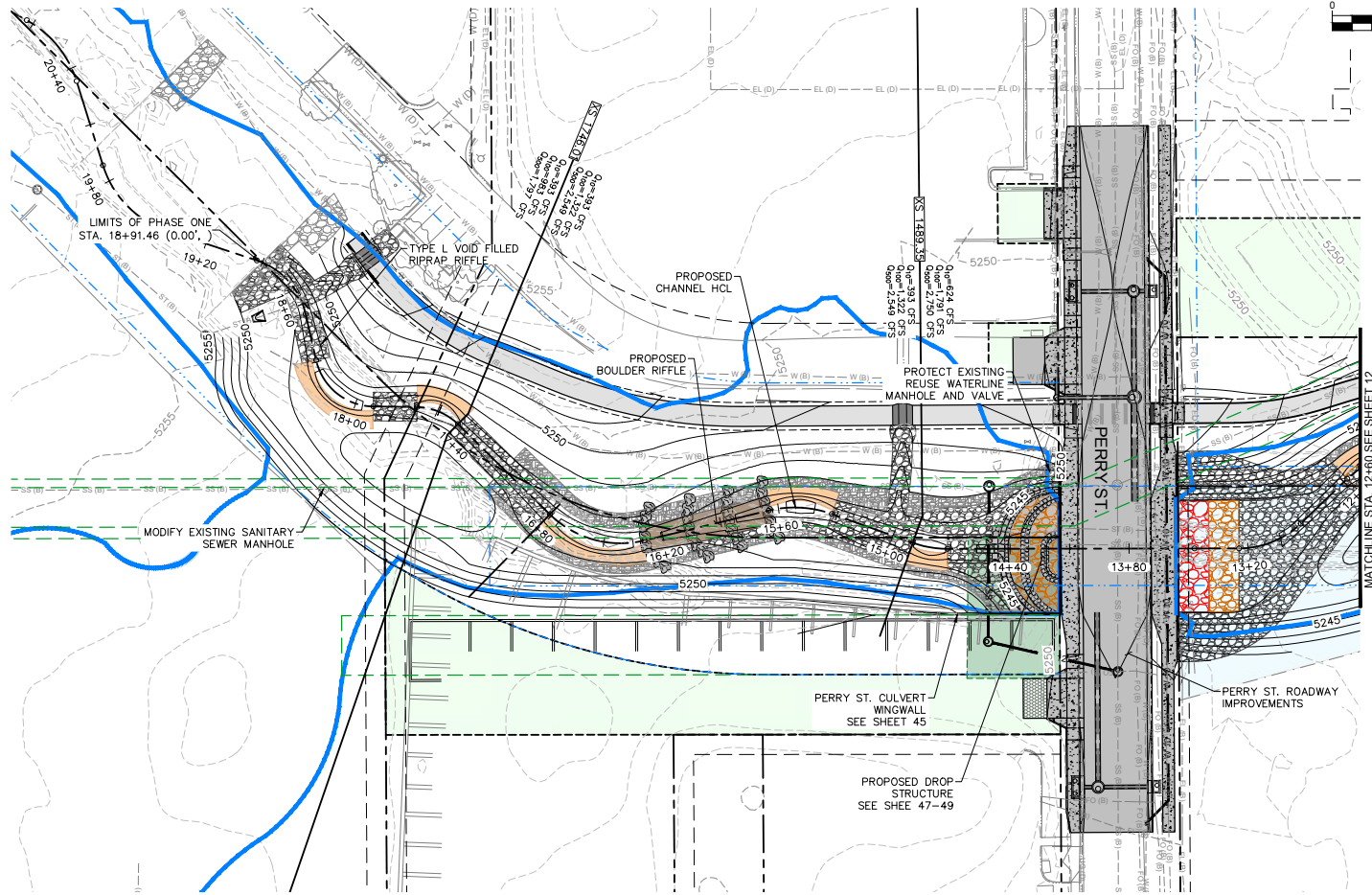
DATE

MAY 2024

SHEET

2 OF 90

ICON PROJECT No. 17-029-NRD



LEGEND

- SECTION LINE
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY/LOT LINE
- EXISTING DRAINAGE EASEMENT
- EXISTING SANITARY SEWER EASEMENT
- EXISTING UTILITY &/OR ACCESS EASEMENT
- PROPOSED HCL
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED 10-IN WATERLINE
- PROPOSED STORM SEWER
- SS 12
- SS 28
- SS 281
- SS 280
- SS 281
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- BANKFULL CHANNEL LIMITS
- POST-CONSTRUCTION 100-YR FLOODPLAIN
- PROPOSED BOULDER RIFFLE
- PROPOSED - BURIED TYPE L SOIL RIPRAP
- PROPOSED - TYPE L VOID FILLED RIPRAP
- PROPOSED - TYPE M VOID FILLED RIPRAP
- PROPOSED - TYPE H VOID FILLED RIPRAP
- PROPOSED ROCK TOE STREAM BANK STABILIZATION, SEE SHEET 52
- PROPOSED PEDESTRIAN TRAIL

NOTES:

- SEE SHEETS 29 THRU 32 FOR UTILITY DRAWINGS. SEE SUE DRAWINGS PREPARED BY LANDMARK ENGINEERING (SEE ATTACHED SHEETS).
- SEE SHEETS 3 THRU 6 FOR PROPERTY AND EASEMENT INFORMATION.
- SEE SHEETS 14 THRU 16 FOR LOW FLOW CHANNEL PLAN AND PROFILES.
- SEE SHEETS 18 THRU 20 FOR TRAIL PLAN AND PROFILES.
- SEE SHEETS 22 THRU 28 FOR ROADWAY DRAWINGS.
- SEE SHEETS 55 THRU 56 FOR CROSS SECTIONS.
- GRADES SHALL NOT EXCEED 4:1 UNLESS OTHERWISE NOTED.
- SANITARY SEWER MANHOLES IDENTIFIED AS 'MODIFY' IN THE PLANS SHALL BE LINED AND SEALED.

CITY & COUNTY OF BROOMFIELD APPROVALS

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY AND COUNTY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

ACCEPTED BY: CITY ENGINEER (OR DESIGNEE) DATE: 6/26/2024



No.	DATE	REVISIONS	APPR.

PREPARED FOR:

BROOMFIELD **MHFD** **MAILE HIGH FLOOD DISTRICT**

PREPARED BY:

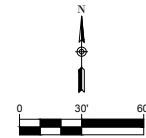
ICON ENGINEERING

PLAN
DRAWN
BSC/JMRKZ
DESIGNED
BSC/TJD
CHECKED
MUU

NISSAN RESERVOIR DRAINAGEWAY
PHASE 1
NRD - CHANNEL GRADING - GRAD - 1

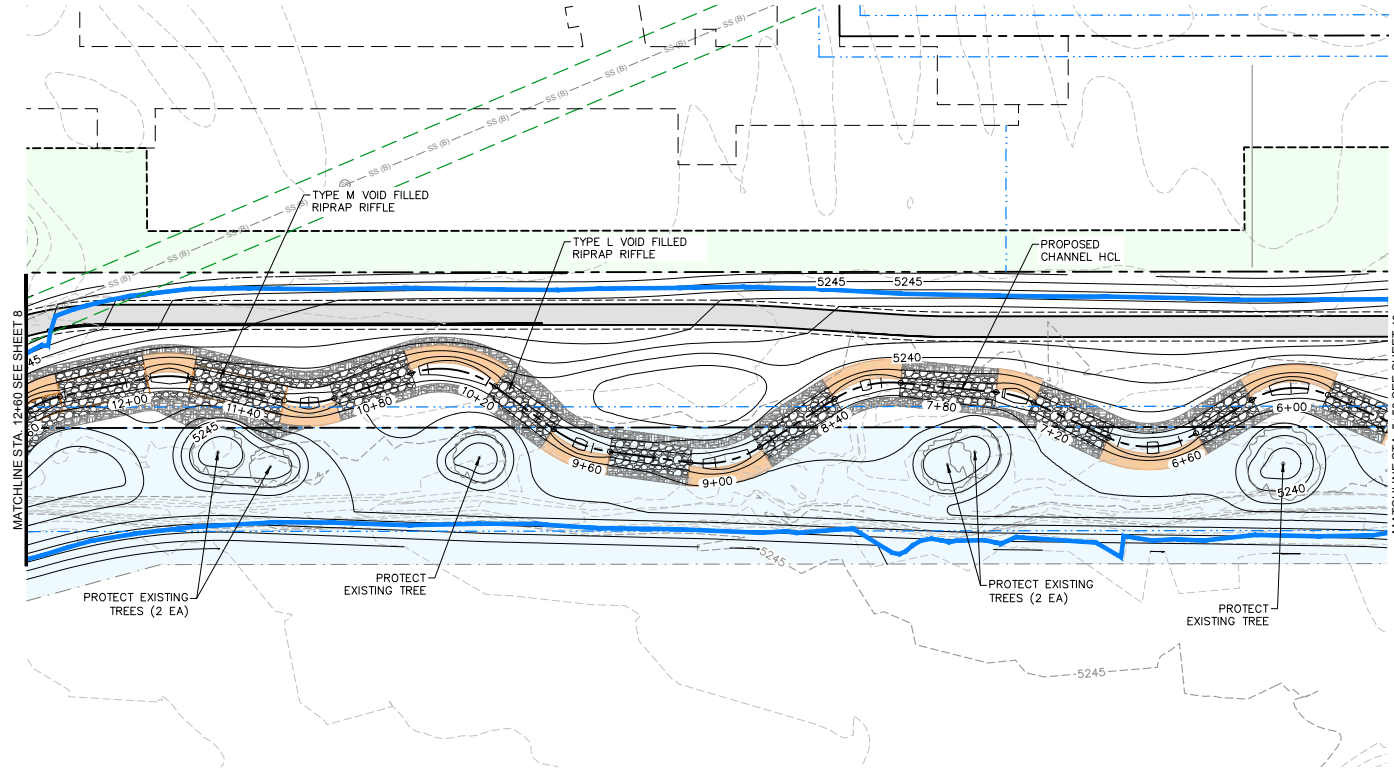
DATE
MAY 2024

SHEET
11 OF 90



LEGEND

- SECTION LINE
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY/LOT LINE
- EXISTING DRAINAGE EASEMENT
- EXISTING SANITARY SEWER EASEMENT
- EXISTING UTILITY &/OR ACCESS EASEMENT
- PROPOSED HCL
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED 10-IN WATERLINE
- PROPOSED STORM SEWER
- SS 12
- SS 280
- SS 281
- SS 280
- SS 281
- BANKFULL CHANNEL LIMITS
- POST-CONSTRUCTION 100-YR FLOODPLAIN
- PROPOSED BOULDER RIFFLE
- PROPOSED - BURIED TYPE L SOIL RIPRAP
- PROPOSED - TYPE L VOID FILLED RIPRAP
- PROPOSED - TYPE M VOID FILLED RIPRAP
- PROPOSED - TYPE H VOID FILLED RIPRAP
- PROPOSED ROCK TOE STREAM BANK STABILIZATION, SEE SHEET 52
- PROPOSED PEDESTRIAN TRAIL



CITY & COUNTY OF BROOMFIELD APPROVALS

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY AND COUNTY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

ACCEPTED BY: *[Signature]*
CITY ENGINEER (OR DESIGNER)

DATE: 6/26/2024



No.	DATE	REVISIONS	APPR.

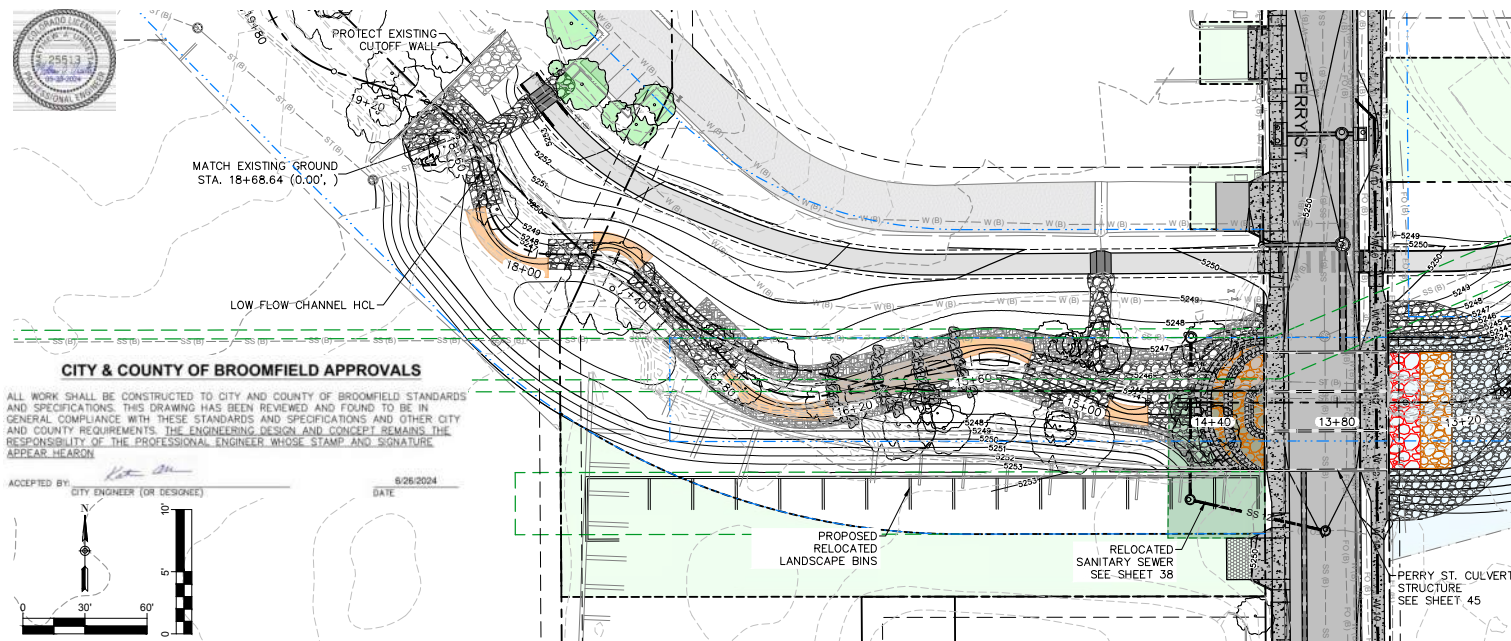
PREPARED FOR:

BROOMFIELD MHFD
MILE HIGH FLOOD DISTRICT

PREPARED BY:


ICON
ENGINEERING

PLAN DRAWN BSC / JMRKZ DESIGNED BSC / TJD CHECKED MUJ	NISSEN RESERVOIR DRAINAGEWAY PHASE 1 NRD - CHANNEL GRADING - GRAD - 2	DATE MAY 2024 SHEET 12 OF 90
---	--	---------------------------------------

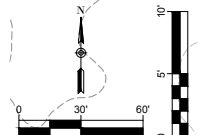


CITY & COUNTY OF BROOMFIELD APPROVALS

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY AND COUNTY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

ACCEPTED BY: 
CITY ENGINEER (OR DESIGNEE)

DATE: 6/26/2024



MATCHLINE STA 12+50 SEE SHEET 15

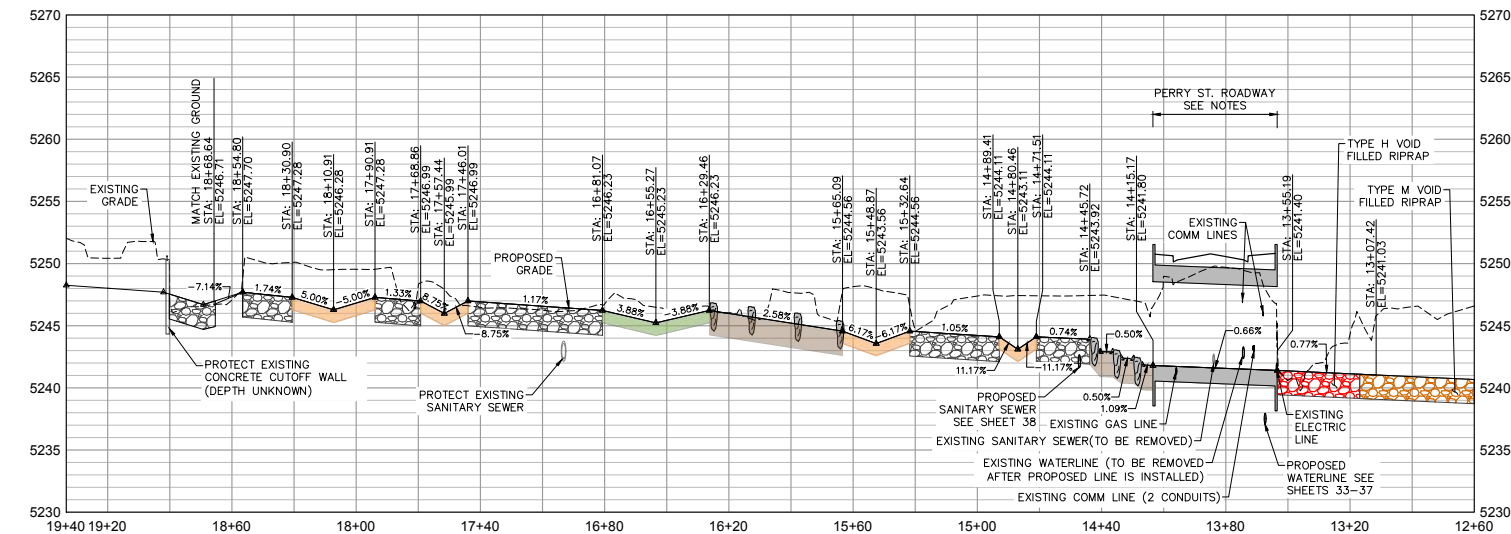


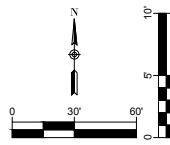
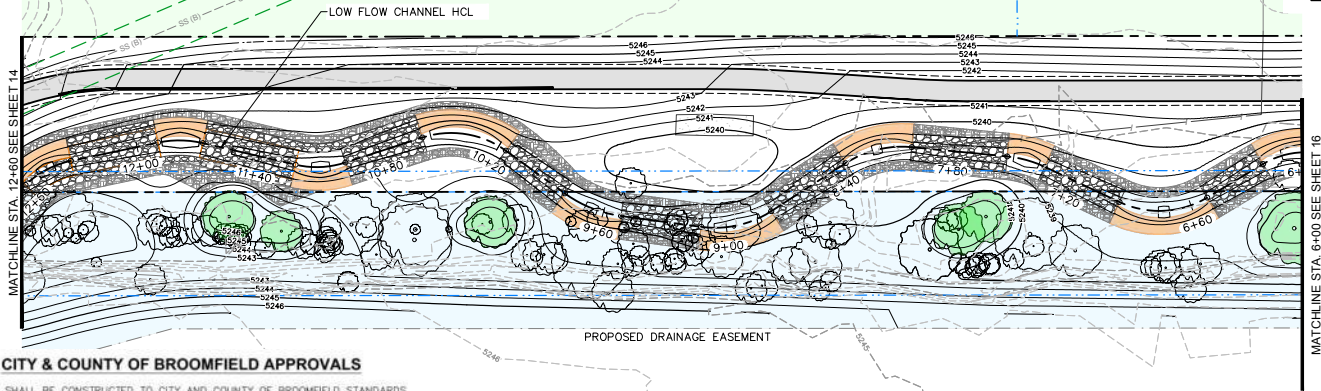
LEGEND

- SECTION LINE
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY/LOT LINE
- EXISTING DRAINAGE EASEMENT
- EXISTING SANITARY SEWER EASEMENT
- EXISTING UTILITY &/OR ACCESS EASEMENT
- PROPOSED HCL
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED 10-IN WATERLINE
- PROPOSED STORM SEWER
- PROPOSED 12-IN SANITARY SEWER
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED BOULDER RIFFLE (SEE SHEET 53)
- PROPOSED - TYPE L VOID FILLED RIPRAP
- PROPOSED - TYPE M VOID FILLED RIPRAP
- PROPOSED - TYPE H VOID FILLED RIPRAP
- PROPOSED - BURIED TYPE L SOIL RIPRAP
- PROPOSED RIPRAP TOE BANK PROTECTION (SEE SHEETS 48 & 49)
- PROPOSED PEDESTRIAN TRAIL

NOTES:

- SEE SHEETS 3 THRU 6 FOR PROPERTY AND EASEMENT INFORMATION, AS WELL AS LAYOUT GEOMETRY FOR THE LOW FLOW CHANNEL HCL.
- SEE SHEETS 11 THRU 13 FOR THE CHANNEL GRADING PLAN.
- SEE SHEETS 18 THRU 21 FOR TRAIL PLAN AND PROFILES.
- SEE SHEETS 22 THRU 28 FOR ROADWAY DRAWINGS.
- SEE SHEETS 29 THRU 32 FOR DRY UTILITY INFORMATION.
- SEE SHEET 45 & 46 FOR PERRY ST. CULVERT STRUCTURE DETAILS.
- SEE SHEETS 55 THRU 56 FOR CHANNEL CROSS SECTIONS.
- SEE SHEETS 50 THRU 54 FOR BANKFULL DETAILS INCLUDING BOULDER RIFFLES, BANKFULL RIFFLES, TOE STABILIZATION.
- PROFILE GRADE BREAKS LABELED AS POOL LOW POINTS ARE OFFSET HORIZONTALLY FROM THE HCL. SEE TYPICAL POOL SECTION ON SHEET 51.





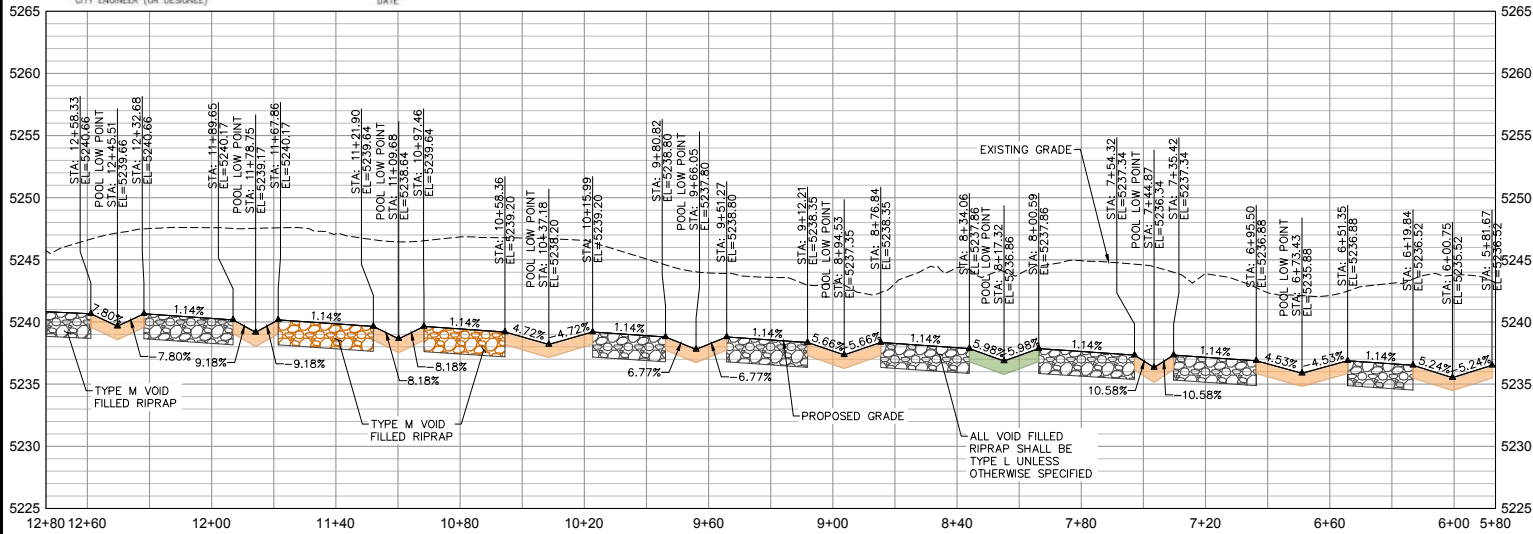
LEGEND

- SECTION LINE
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY/LOT LINE
- EXISTING DRAINAGE EASEMENT
- EXISTING SANITARY SEWER EASEMENT
- EXISTING UTILITY &/OR ACCESS EASEMENT
- PROPOSED HCL
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED DRAINAGE EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED 10-IN WATERLINE
- PROPOSED STORM SEWER
- PROPOSED 12-IN SANITARY SEWER
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED BOULDER RIFFLE (SEE SHEET 53)
- PROPOSED - TYPE L VOID FILLED RIPRAP
- PROPOSED - TYPE M VOID FILLED RIPRAP
- PROPOSED - TYPE H VOID FILLED RIPRAP
- PROPOSED - BURIED TYPE L SOIL RIPRAP
- PROPOSED RIPRAP TOE BANK PROTECTION (SEE SHEETS 48 & 49)
- PROPOSED PEDESTRIAN TRAIL

CITY & COUNTY OF BROOMFIELD APPROVALS

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY AND COUNTY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

ACCEPTED BY: *[Signature]* DATE: 6/26/2024
CITY ENGINEER (OR DESIGNEE)



NOTES:

- SEE SHEETS 3 THRU 6 FOR PROPERTY AND EASEMENT INFORMATION, AS WELL AS LAYOUT GEOMETRY FOR THE LOW FLOW CHANNEL HCL.
- SEE SHEETS 11 THRU 13 FOR THE CHANNEL GRADING PLAN.
- SEE SHEETS 18 THRU 21 FOR TRAIL PLAN AND PROFILES.
- SEE SHEETS 22 THRU 28 FOR ROADWAY DRAWINGS.
- SEE SHEETS 29 THRU 32 FOR DRY UTILITY INFORMATION.
- SEE SHEET 45 & 46 FOR PERRY ST. CULVERT STRUCTURE DETAILS.
- SEE SHEETS 55 THRU 56 FOR CHANNEL CROSS SECTIONS.
- SEE SHEETS 50 THRU 54 FOR BANKFULL DETAILS INCLUDING BOULDER RIFFLES, BANKFULL RIFFLES, TOE STABILIZATION.
- PROFILE GRADE BREAKS LABELED AS POOL LOW POINTS ARE OFFSET HORIZONTALLY FROM THE HCL. SEE TYPICAL POOL SECTION ON SHEET 51.

No.	DATE	REVISIONS	APPR.

PREPARED FOR:

811
Know what's below.
Call before you dig.

BROOMFIELD
MILE HIGH FLOOD DISTRICT

PREPARED BY:

ICON ENGINEERING

PLAN
DRAWN
BSC/JMRKZ
DESIGNED
BSC/TJD
CHECKED
MJU

**NISSEN RESERVOIR DRAINAGEWAY
PHASE 1
CHANNEL PLAN & PROFILE - 2**

DATE
MAY 2024

SHEET
15 OF 90

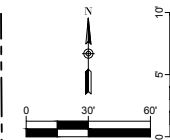
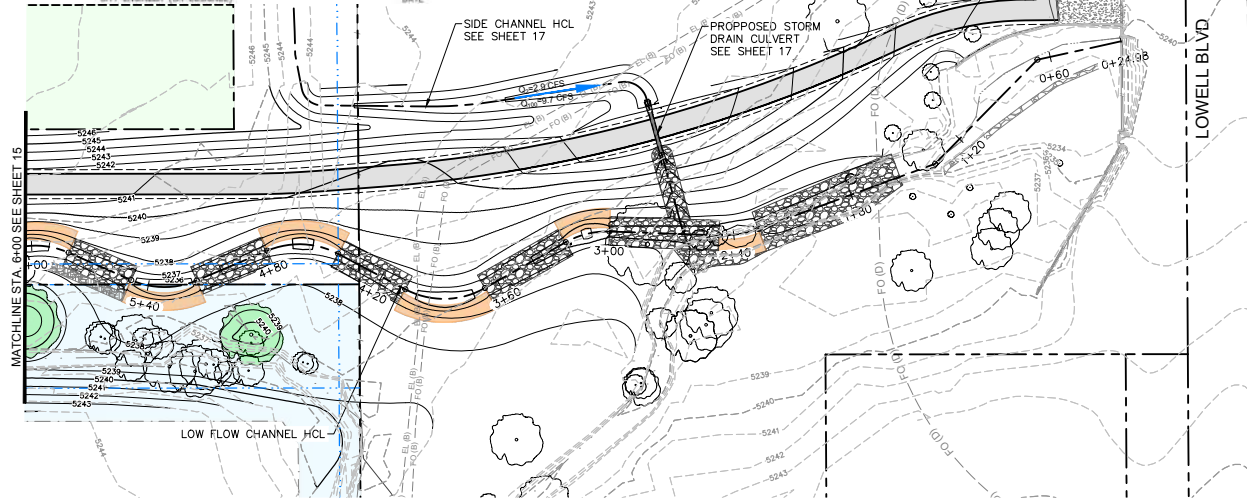
ICON PROJECT No. 17-029-NRD

CITY & COUNTY OF BROOMFIELD APPROVALS

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER CITY AND COUNTY REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON

ACCEPTED BY: [Signature]
CITY ENGINEER (OR DESIGNEE)

DATE 8/26/2024

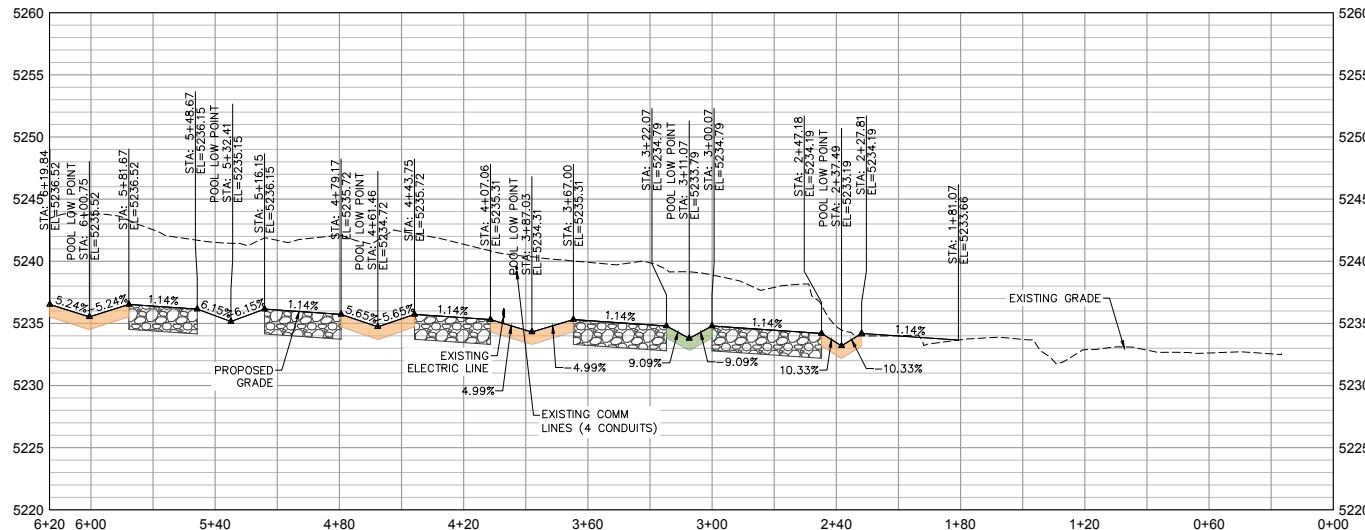


LEGEND

- | | |
|--|---|
| | SECTION LINE |
| | EXISTING RIGHT OF WAY |
| | EXISTING PROPERTY/LOT LINE |
| | EXISTING DRAINAGE EASEMENT |
| | EXISTING SANITARY SEWER EASEMENT |
| | EXISTING UTILITY &/OR ACCESS EASEMENT |
| | PROPOSED HCL |
| | PROPOSED TEMPORARY CONSTRUCTION EASEMENT |
| | PROPOSED DRAINAGE EASEMENT |
| | PROPOSED SANITARY SEWER EASEMENT |
| | PROPOSED 10-IN WATERLINE |
| | PROPOSED STORM SEWER |
| | PROPOSED 12-IN SANITARY SEWER |
| | PROPOSED MAJOR CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | PROPOSED BOULDER RIFFLE
(SEE SHEET 53) |
| | PROPOSED - TYPE L VOID FILLED RIPRAP |
| | PROPOSED - TYPE M VOID FILLED RIPRAP |
| | PROPOSED - TYPE H VOID FILLED RIPRAP |
| | PROPOSED - BURIED TYPE L SOIL RIPRAP |
| | PROPOSED RIPRAP TOE BANK PROTECTION
(SEE SHEETS 48 & 49) |
| | PROPOSED PEDESTRIAN TRAIL |

NOTES:

1. SEE SHEETS 3 THRU 6 FOR PROPERTY AND EASEMENT INFORMATION, AS WELL AS LAYOUT GEOMETRY FOR THE LOW FLOW CHANNEL HCL.
2. SEE SHEETS 11 THRU 13 FOR THE CHANNEL GRADING PLAN
3. SEE SHEETS 18 THRU 21 FOR TRAIL PLAN AND PROFILES.
4. SEE SHEETS 22 THRU 28 FOR ROADWAY DRAWINGS
5. SEE SHEETS 29 THRU 32 FOR DRY UTILITY INFORMATION..
6. SEE SHEET 45 & 46 FOR PERRY ST. CULVERT STRUCTURE DETAILS
7. SEE SHEETS 55 THRU 56 FOR CHANNEL CROSS SECTIONS.
8. SEE SHEETS 50 THRU 54 FOR BANKFULL DETAILS INCLUDING BOULDER RIFFLES, BANKFULL RIFFLES, TOE STABILIZATION.
9. PROFILE GRADE BREAKS LABELED AS POOL LOW POINTS ARE OFFSET HORIZONTALLY FROM THE HCL. SEE TYPICAL POOL SECTION ON SHEET 51.



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247



Know what's below.
Call before you dig.



MHFD
MILE HIGH FLOOD DISTRICT



PLAN
DRAWN
BSC / JMR
DESIGNED
BSC / TJ
CHECKED
MJU

NISSEN RESERVOIR DRAINAGEWAY

PHASE 1

CHANNEL PLAN & PROFILE - 3

IGON PROJECT No. 17-029-NR

DATE
MAY 2024

SHEET
16 OF 90

Exhibit C
(Reimbursement Model)

The following illustrates a hypothetical example of how the Reimbursement Obligation is satisfied during a given year throughout the Term of the Agreement. Capitalized terms have the meanings provided in the Agreement.

Line	Description	Amount
1	WRG Capital Contribution to City on January 1, 2025	\$2,000,000
2	Reimbursable portion of Capital Contribution	\$1,000,000
3	Non-reimbursable portion of Capital Contribution	\$1,000,000
4	Interest Accrued in 2025 (8% per annum)	\$80,000
5	BURA receipt from sales and use tax increment from Developers' Property in 2025	\$100,000
6	BURA receipt of Property Tax Increment Revenue from Developers' Property in 2025	\$100,000
7	Total in Special Fund as of December 31, 2025	\$200,000
8	Disbursement to WRG on December 31, 2025 from Special Fund	\$200,000
9	Outstanding balance due to WRG on January 1, 2026 (Line 3 + Line 4 – Line 8)	\$880,000



B. Proposed BURA Resolution Approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel

This item will be heard concurrently with Item 7A.

Meeting	Agenda Group
Tuesday, October 8, 2024, 6:00 PM	Action Items Item: 7B.
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	Jeff Romine, Economist & Director
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience <input checked="" type="checkbox"/> Growing Greener	

Overview

[View Correspondence](#)

This proposed Broomfield ordinance and BURA resolution authorize a Reimbursement Agreement between the Broomfield, BURA and Wasatch Residential Group, LLC (WRG) for funds advanced to Broomfield by WRG for the construction of drainage improvements to Nissen Channel downstream (east) of Perry Street and north of 120th Avenue benefiting WRG's property located at 12010 and 12050 Perry Street (the former drive-in theater site).

Pursuant to the agreement, WRG would advance \$2.0M to Broomfield enabling Broomfield and Mile High Flood District (MHFD) to construct drainage and flood control improvements along this stretch of Nissen Channel in 2024 and 2025. A reimbursement of \$1.0M would be paid to WRG by BURA utilizing tax increment financing from any increase to property and sales/use taxes generated by the future development of the property. The property is located within the Lowell Gateway Urban Renewal Area.

Attachments

[BURA Memo - Reimbursement Agreement for Drainage Improvements to Nissen Channel.pdf](#)

[_BURA Resolution 2024-154-UR Reimbursement Agreement for Drainage Improvements to Niss.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

This proposed Broomfield ordinance and BURA resolution authorizes a Reimbursement Agreement between the City, BURA and Wasatch Residential Group, LLC (WRG) for funds advanced to the City by WRG for the construction of drainage improvements to Nissen Channel downstream (east) of Perry Street and north of 120th Avenue benefitting WRG's property located at 12010 and 12050 Perry Street (the former drive-in theater site). Pursuant to the agreement, WRG would advance \$2.0M to the City enabling the City and Mile High Flood District (MHFD) to construct drainage and flood control improvements along this stretch of Nissen Channel in 2024 and 2025. A reimbursement of \$1.0M would be paid to WRG by BURA utilizing tax increment financing from any increase to property and sales/use taxes generated by the future development of the property. The property is located within the Lowell Gateway Urban Renewal Area.

Broomfield's Charter requires any multiple-fiscal year direct or indirect debt or other financial obligation of the City to be approved by ordinance. This includes reimbursement agreements with developers, special districts and/or the Broomfield Urban Renewal Authority (BURA). BURA can approve this agreement via resolution.

Broomfield has been working with MHFD since 2016 to develop the final design, acquire right-of-way/easements, and construct drainage and flood control improvements for the Nissen Channel from approximately [Tennyson Street to the west side of Lowell Blvd](#). This area 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. Improvements are expected to provide an adequate drainage path along Nissen Channel and reduce floodplain and flood risk to life and property. Construction will include a maintenance access path that will provide a trail connection.

MHFD will pay 50% of the drainage improvements using funds collected through the MHFD property tax mills. Broomfield will pay the remaining 50% through its Capital Improvement Program (CIP) and from contributions by developers and private property owners located along Nissen Channel.

The \$2.0M contribution from WRG enables MHFD to begin construction of the drainage and flood control improvements along this stretch of Nissen Channel in 2024. Permits have been issued and the contractor is on-site doing preliminary work. Work will begin in the near future at the downstream end.

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
City and County of Broomfield	\$3,300,000
Mile High Flood District	\$3,300,000
Wasatch Residential Group	\$2,000,000

Sources and Uses of Funds	Amount
*Phase 1	-\$ 6,000,000
*Projected Balance (to be forwarded to Phase 2)	\$2,600,000

Prior Council or Other Entity Actions

Prior Council Action (provide links to memo)

Resolution Nos. [2016-169](#) approving the original intergovernmental agreement; Resolution Nos. [2017-142](#), [2018-208](#), [2019-133](#), [2020-212](#), [2021-93](#), [2022-45](#) and [2023-53](#) are amendments to the 2016 IGA approved by City Council in their respective years. Funds for this project were approved by Council in the [2024 CIP Budget](#)

Proposed Actions / Recommendations

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

That Ordinance No. 2256 be approved on first reading and published in full, and that a second reading and public hearing take place on November 12, 2024.

If BURA desires to approve the Reimbursement Agreement, the appropriate motion is...

That Resolution 2024-154-UR be adopted, subject to final approval by Council of Ordinance #2256.

Alternatives

Council can choose not to approve the Reimbursement Agreement and staff would then delay construction of the drainage and flood control improvements along this stretch of Nissen Channel until adequate CIP funds are available. Staff anticipates that if construction is delayed that the improvement cost will increase.

RESOLUTION NO. 2024-154-UR

A resolution approving a Reimbursement Agreement for Funds Advanced for Drainage Improvements to Nissen Channel

Be it resolved by the:

Section 1.

The Reimbursement Agreement by and between the City and County of Broomfield, the Broomfield Urban Renewal Authority and Wasatch Residential Group, LLC for the reimbursement of funds advanced for drainage improvements to Nissen Channel is hereby approved.

Section 2.

The Chair or Vice Chair is authorized to sign and the Secretary to attest the Reimbursement Agreement in a form approved by the Authority's attorney.

Section 3.

This Resolution is effective upon its approval by the Authority.2256, this resolution will have no force or effect.

Approved on September 24, 2024.

BROOMFIELD URBAN RENEWAL AUTHORITY

Chair

Attest:

Secretary

Approved as to form:

NCR

Attorney for the Authority



City of Broomfield

City Council Regular Meeting

External Auditor Selection

Meeting	Agenda Group
Tuesday, October 8, 2024, 6:00 PM	Action Items Item: 7C.
Presented By	
Graham Clark, Deputy Director of Finance	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

Overview

[View Correspondence](#)

Resolution No. 2024-159 would authorize an agreement with Eide Bailly, LLP for independent audit services for Fiscal Year 2024.

Attachments

[Memo for Selection of External Auditor.pdf](#)

[Resolution No. 2024-159.pdf](#)

Summary

[View Correspondence](#)

Both Colorado Law and the Home Rule Charter for the City and County of Broomfield (CCOB) require an independent audit to be performed of all city and county accounts, on at least an annual basis. According to Section 12.11 of Broomfield's Charter, the independent auditors are to be selected by Council and must be "certified or registered public accountants, experienced in municipal accounting."

In August 2024, Request for Proposals (RFP) #24-RFP-FIN001 for auditing services was issued by staff. In response to the RFP three CPA firms submitted proposals to perform Broomfield's audit for the year ending December 31, 2024. An evaluation team scored the proposals based on four criteria; qualifications of the firm and project staff (35%), qualifications of key personnel (15%), approach/project understanding (30%), firm capacity (10%), and cost proposal (10%). All three firms were invited to interview with the selection panel on September 11, 2024.

During the interviews, the panel raised questions and requested that staff provide additional information. Staff questions are included as [Attachment 1](#) to this memo.

After the interviews, staff requested the top two firms submit their best and final cost proposals for the project. The best and final offers for [CliftonLarsenAllen](#) and [Eide Bailly](#) are attached to this memo.

After carefully evaluating all relevant factors, including price and various non-price elements, the panel determined Eide Bailly demonstrated the highest value-based option. They provided additional hours, better technology, ERP implementation experience, and their overall presentation during the interviews were the deciding factors for the committee.

During the interviews, the CCOB's upcoming enterprise resource planning (ERP) replacement project was discussed. Eide Bailly provided specific examples of how the firm has helped its clients navigate the ERP conversion process from an audit perspective and its willingness to share best practices to help avoid potential pitfalls, which is an important factor considering the significant impact this change will have on CCOB.

While the proposal from Eide Bailly had a higher yearly fee than CLA, it also provided for more partner audit hours on the project. Considering several CCOB Finance staff are new to the organization and the challenges experienced on recent audits, these additional hours may be necessary. The proposal provides for a discounted hourly rate, as opposed to incurring additional hours during the audit process that are generally billed at a higher standard rate.

Eide Bailly uses an information portal that provides better tracking of documents and is more than a simple document repository. The portal shows the status of requests, percentage completion, and most importantly it allows for two-way communication in order to clarify requests, avoid delays, and improve collaboration. Considering the challenges experienced during recent audits, this was viewed as a way to improve the efficiency of the audit process.

Lastly, the presentation delivered by Eide Bailly specifically addressed the interview questions, often stating the question at the top and laying out the specific answer below. The detailed answers and related discussion demonstrated a deep understanding of the CCOB's current environment and how the firm was prepared to address the needs of the CCOB.

Resolution No. 2024-159 would authorize an agreement with Eide Bailly for independent audit services for Fiscal Year 2024.

Financial Considerations

The cost of the independent annual audit is included in the professional services line item in the operating budget.

As shown below, the project cannot be completed within the current 2025 budgeted amount. The finance department will monitor their 2025 budgets to identify one-time savings to cover the additional \$25,600 or submit a budget amendment in 2025 to cover the audit fees.

Sources and Uses of Funds	Amount
Fund 1 - 01-50100-53142	\$65,000
Fund 2 - 08-40100-53142	\$30,000
Fund 3 - 40-50600-53142	\$50,000
Fund 4 - 45-50600-53142	\$15,000
Audit - 01-50100-53142	(\$75,354)
Audit - 08-40100-53142	(\$34,800)
Audit - 40-50600-53142	(\$58,000)
Audit - 45-50600-53142	(\$17,446)
Projected Balance	(\$25,600)

Prior Council or Other Entity Actions

October 6, 2020: City Council approved [Resolution No. 2020-199](#), authorizing an agreement with RubinBrown LLP to audit Broomfield's financial statements, which was renewed through fiscal year 2023.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to authorize the execution of an agreement with Eide Bailly, the appropriate motion is:

That Resolution 2024-159 be adopted.

Alternatives

Do not approve the agreement with Eide Bailly and provide direction to staff. Council will need to select an auditor to conduct the required 2024 audit.

RESOLUTION NO.2024-159

A resolution authorizing an agreement by and between the City and County of Broomfield and Eide Bailly, LLP. for independent auditor services.

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

Section 1.

The firm selected to act as independent auditor for the City and County of Broomfield is Eide Bailly, LLP.

Section 2.

The City and County Manager or a designee thereof is authorized to execute an agreement for the audit of City and County of Broomfield financial statements for fiscal year 2024, with options for annual renewals, in form approved by the City and County Attorney and for amounts consistent with Eide Bailly LLP's best and final offer, dated September 16, 2024. Costs for the financial statements audit for fiscal year 2024 shall not exceed \$169,600 for the ACFR and one single audit program, with additional programs billed at \$8,000 per program.

Section 3.

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

Approved on October 8, 2024

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



D. Jefferson Parkway Withdrawal - Resolution 2024-136 and Ordinance 2251 1st Reading

Council's consideration of approval of a resolution and ordinance to effectuate its withdrawal from the Jefferson Parkway Public Highway Authority, upon terms generally agreed upon by the City of Arvada and Jefferson County, subject to approval of their governing bodies.

Meeting	Agenda Group
Tuesday, October 8, 2024, 6:00 PM	Action Items Item: 7D.
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

Overview

[View Correspondence](#)

Proposed Resolution No. 2024-136 authorizes the approval of the Withdrawal Agreement which would result in Broomfield's withdrawal from the Jefferson Parkway Public Highway Authority (JPPHA). This Agreement includes key exhibits that to the withdrawal: the First Amendment to the Establishing Contract (Ex. A), the Amended Reimbursement Agreement (Ex. B), the Escrow Agreement (Ex. C), the form of the Special Warranty Deed (Ex. D), and the Environmental Mitigation Measures (Ex. E). These agreements are intergovernmental agreements and, pursuant to § 16.2 of the Charter, requires a two-thirds affirmative vote of the entire Council.

Proposed Ordinance No. 2251 is required to authorize the conveyance of real property contemplated by the Withdrawal Agreement and Escrow Agreement per the Special Warranty Deed. Ordinance No. 2251 is only effective if Resolution No. 2024-136 is approved.

Attachments

[Council Memo for JPPHA Withdrawal.pdf](#)

[Resolution No. 2024-136 Approving Withdrawal Agreement and Exhibits.pdf](#)

[Ordinance No. 2251 Conveyance of Property to JPPHA for First Reading.pdf](#)

[JPPHA Withdrawal Agreement \(10-2-2024\).pdf](#)

[Ex. A - Amended Establishing IGA for JPPHA \(10-2-2024\).pdf](#)

[Ex. B - Second Amended Broomfield Reimbursement Agreement. \(10-2-2024\).pdf](#)

[Ex. C - Escrow Agreement \(10-2-2024\).pdf](#)

[Ex. B - Exhibit - Advances Spreadsheet \(10-2-2024\).pdf](#)

[Ex. C - Proposed Escrow Agreement - CCOB-JPPHA \(10-2-2024\).pdf](#)

[Ex. D - Special Warranty Deed \(10-2-2024\).pdf](#)

[Ex. D - Exhibit - Deed Legal Description - SE \(10-2-2024\).pdf](#)

[Ex. D - Exhibit- Deed Legal Description - SW \(10-2-2024\).pdf](#)

[Ex. E - Mitigation and Monitoring Plan \(10-2-2024\).pdf](#)

Memo for Approving an Ordinance and Agreement Finalizing Broomfield's Withdrawal from the Jefferson Parkway Public Highway Authority

Prepared By: Nancy Rodgers, City and County Attorney
Pat Gilbert, Deputy City and County Attorney
Joel Heiny, Assistant City and County Attorney

Summary

[View Correspondence](#)

The Jefferson Parkway Public Highway Authority ("JPPHA") was formed by the City and County of Broomfield, Jefferson County, and the City of Arvada on May 15, 2008, in order to build a parkway to connect Highway 128 in Broomfield to Highway 93 in unincorporated Jefferson County. The three parties then entered into an [Amended and Restated Establishing Contract](#) ("Establishing Contract") dated October 4, 2010. The JPPHA is a separate and distinct government entity with the three parties as the originating government units.

The parkway has been proposed to be constructed, in part, on the easternmost 300 feet of the Rocky Flats National Wildlife Refuge; JPPHA purchased this right-of-way from the federal government in 2011. The other land for the parkway is shown on [a proposed route map](#), with Broomfield's right-of-way marked with green highlights and the number 9. This is land between the Ridge neighborhood and the Great Western Reservoir, going to the intersection with Highway 128. [Another map](#) shows the specific right-of-way overlaid with the surrounding area.

Background on the Withdrawal Dispute

Starting in December 2018 and throughout 2019, City Council held multiple meetings to discuss the parkway in general and to discuss the JPPHA's 2019 budget request of \$2.5 million from each party. Total payments at that time and to date by Broomfield to the JPPHA are \$3,453,333. City Council held multiple meetings and received community comments throughout most of 2019 from opponents and proponents for the parkway. In early 2019, City Council requested that the JPPHA conduct soil sampling along the ROW adjacent to Rocky Flats, which it did in mid-2019. One of the soil samples detected 264 pCi/g (picocuries per gram) of Plutonium (Pu) 239/240, which is more than five times the remediation standard from the Rocky Flats Closure Plan as stated in the [Closure Legacy Report](#). The location of this level of contamination in the parkway right-of-way caused the Broomfield City Council to reconsider its continuing participation in the JPPHA. Therefore, on February 25, 2020 and pursuant to the terms of the Establishing Contract, Council approved [Resolution No. 2020-82](#) giving notice of its intent to withdraw from the Jefferson Parkway Public Highway Authority. Notice was then sent to JPPHA the following day.

The Establishing Contract and Negotiations to Date

The Establishing Contract allows a party to withdraw from the JPPHA, but it requires that the JPPHA board, made up of two members from each of the three governing bodies, unanimously consent to the terms of withdrawal before a member is permitted to leave. Further, the Establishing Contract states that no "withdrawal shall be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations."

In 2021 and into 2022, Broomfield, Arvada and Jefferson County, through their attorneys and on behalf of their respective clients, attempted to come to mutually agreeable terms of withdrawal that each party could consent to in order for Broomfield to withdraw from JPPHA. On June 1, 2022, Arvada and Jefferson County filed a lawsuit against Broomfield for breach of contract, among others, regarding Broomfield's request to withdraw from JPPHA. Broomfield filed a motion to dismiss the lawsuit. On November 2, 2023 the

lawsuit was dismissed because it was not yet ripe—the Court found that JPPHA needed to meet, discuss the request to withdraw, decide what, if any, conditions for withdrawal would be asked of Broomfield, and give Broomfield a chance to comply with those conditions, before a lawsuit could be filed.

Negotiations continued as the lawsuit was pending and after it was dismissed. JPPHA Board meetings resumed on December 21, 2022. To date, the JPPHA board has not formally voted on Broomfield’s request to withdraw, deferring a decision on Broomfield’s withdrawal until the parties completed their negotiations. This proposed agreement, if approved by City Council, Arvada, Jefferson County, and the JPPHA allows Broomfield to fully withdraw from the JPPHA and settles all outstanding disputes.

Terms of the Agreement to Withdraw

In order for Broomfield to withdraw from the JPPHA and no longer be obligated to the parkway project, the proposed terms are:

- Transfer Broomfield’s Right-of-way to JPPHA with a reversionary interest
 - Delayed transfer with 5 year escrow; property transfers at the end of the escrow period
 - Property transfers to JPPHA sooner if JPPHA enters into a construction agreement for the development of the parkway
 - Property reverts back to Broomfield:
 - if JPPHA is dissolved or the Establishing Contract is terminated; or
 - if, within 20 years, JPPHA does not enter into an construction agreement for the development of the parkway
 - Per state statute and the Broomfield Municipal Code, this transfer must be approved via ordinance (Ordinance 2251)
- Payment of \$636,175.34 to JPPHA
 - \$400,000 contribution for 2019 +
 - \$183,342 for one-third of the soil testing costs from 2019 +
 - \$52,833.34 for a 2023 contribution
 - Recall, in 2019, JPPHA had requested \$2.5 million
- Good faith permitting/approval decisions
 - Penalty applies if action found arbitrary or capricious; \$13.2m if project stopped; delay damages if delayed
- Agreed-upon Environmental Mitigation and Monitoring terms that includes:
 - Dust control
 - Air Quality Monitoring
 - Soil Sampling
 - Required cessation of work if an air sampling result or soil sample results hits a set level.
 - Monthly public reporting requirements and notice requirements if work is suspended because of a test result in excess of the set limits
- Update Reimbursement Agreement
 - It has been the intent of the JPPHA to obtain reimbursement for costs incurred in the development of the parkway from the selected partner. Reimbursement would be at a later date once the facility has begun to generate a positive cash flow. Funds that the members advanced to JPPHA over the years will be reimbursed.
 - This agreement updates Broomfield’s contributions to include the payment referenced above and the value of the land.

Proposed Resolution No. 2024-136 authorizes the approval of the Withdrawal Agreement, which includes the First Amendment to the Establishing Contract (Ex. A), the Amended Reimbursement Agreement (Ex. B), the Escrow Agreement (Ex. C), the form of the Special Warranty Deed (Ex. D), and the Environmental Mitigation

Measures (Ex. E). These agreements are intergovernmental agreements and, pursuant to § 16.2 of the Charter, requires a two-thirds affirmative vote of the entire Council.

Proposed Ordinance No. 2251 is required to authorize the conveyance of real property contemplated by the Withdrawal Agreement and Escrow Agreement per the Special Warranty Deed. Ordinance No. 2251 is only effective if Resolution No. 2024-136 is approved.

Financial Considerations

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

Sources and Uses of Funds	Amount
20-70130-55600-09C0028	\$583,340
Additional funding - Amendment 3 (Nov 2024)	\$52,835
Contribution to the Jefferson Parkway Public Highway Authority	-\$636,175
Projected Balance	\$0

Prior Council or Other Entity Actions

December 11, 2018 - Jefferson Parkway [2019 Budget Discussion](#) (Study Session)

February 25, 2020 - [Resolution No. 2020-82](#) Giving Notice of Withdrawal from the JPPHA

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve the Withdrawal Agreement and referenced exhibit agreements to effectuate Broomfield’s final withdrawal from the JPPHA, the appropriate motion is...

- That Resolution 2024-136 be adopted, and
- That Ordinance No. 2251 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on November 12, 2024.

Alternatives

Do not approve the Withdrawal Agreement finalizing Broomfield’s withdrawal from the JPPHA by not approving Resolution No. 2024-136 and Ordinance No. 2251. Provide direction to staff to either continue with negotiations on terms of withdrawal or revisit the February 2020 Resolution (No. 2020-82) to remain a member of the JPPHA.

RESOLUTION NO. 2024-136

A resolution approving a Withdrawal Agreement, including Exhibits, between the City and County of Broomfield, the City of Arvada, Jefferson County, and the Jefferson Parkway Public Highway Authority

Recitals

Whereas, the City and County of Broomfield entered into an Establishing Contract with the City of Arvada and Jefferson County on May 13, 2008, to create the Jefferson Parkway Public Highway Authority (JPPHA) to building a parkway from Hwy 128 on the north end and Hwy 93 on the southwest end (Parkway); and

Whereas, a portion of the Parkway is intended to be on the easterly most 300 feet of the Rocky Flats National Wildlife Refuge, which was purchased by the JPPHA from the Federal Government for right-of-way (ROW) as provided for in Federal Legislation; and

Whereas, starting in December 2018 and throughout 2019, City Council held multiple meetings to discuss the parkway in general and to discuss the JPPHA's 2019 budget request of \$2.5 million from each party; and

Whereas, in mid-2019, a soil sample tested by the JPPHA detected 264 pCi/g (picocuries per gram) of Plutonium (Pu) 239/240, which is more than five times the remediation standard from the Rocky Flats Closure Plan as stated in the Closure Legacy Report; and

Whereas, reconsidering its participation in the JPPHA and Parkway project, on February 25, 2020, Council approved Resolution No. 2020-82 giving notice of its intent to withdraw from the Jefferson Parkway Public Highway Authority; and

Whereas, pursuant to Establishing Contract, a party may withdraw from the JPPHA if the terms of withdrawal are unanimously consented to by the JPPHA Board, which is made up of two members each from Broomfield, Arvada and Jefferson County; and

Whereas, Broomfield, Arvada and Jefferson County began negotiations on such terms of withdrawal; and

Whereas, on June 1, 2022, Arvada and Jefferson County filed a lawsuit against Broomfield for breach of contract, among others, regarding Broomfield's request to withdraw from JPPHA. On November 2, 2023 the lawsuit was dismissed because it was not yet ripe; and

Whereas, negotiations between the parties continued as the lawsuit was pending and after it was dismissed. Those negotiations resulted in certain terms for withdrawal, which are set forth in the Withdrawal Agreement and attached exhibits; and

Whereas, the main terms of the agreement are:

- Delayed Transfer Right-of-way to JPPHA (5 year escrow)
 - Transfer must happen via Ordinance No. 2251 (first/second reading)
- Payment of \$636,175.34 to JPPHA
- Good faith permitting/approval decisions
- Environmental Mitigation (agreed upon Mitigation and Monitoring terms for soil and air)

Whereas, upon execution of the agreement and attached exhibits, subject to the passage of Ordinance 2251, Broomfield will no longer be a member of JPPHA.

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

Section 1.

The Withdrawal Agreement attached hereto and including the First Amendment to the Establishing Contract (Ex. A), Reimbursement Agreement (Ex. B), the Escrow Agreement (Ex. C), the Special Warranty Deed (Ex. D), and Environmental Mitigation Measures (Ex. E), are hereby approved.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign the Agreement and all exhibits and documents referenced in the Agreement and necessary for the completion of the transaction in substantially the forms submitted at this meeting, with such technical additions, deletion, and variations as the City and County Attorney may deem necessary and appropriate and not inconsistent with this Resolution.

Section 3.

This resolution is effective upon City Council's final approval of Ordinance No. 2251.

Approved on October 8, 2024.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

ORDINANCE NO. 2251

An ordinance authorizing the delayed conveyance of property via a special warranty deed and subject to the terms of an escrow agreement to Jefferson Parkway Public Highway Authority

Recitals

Whereas, in 1985 the City of Broomfield, pursuant to [Resolution No. 7-85](#) purchased 314 acres of undeveloped land across two parcels from The Great Western Venture near The Great Western Reservoir for \$849,940 (the “Original Property”); and

Whereas, the deeds conveying the Original Property contained certain allowances for the land’s use including, among others, “highway or street or road rights-of-way”; and

Whereas, as part of its terms to withdraw from the Jefferson Parkway Public Highway Authority, Broomfield has agreed to convey a specific portion of the Original Property to JPPHA subject to the terms of a five-year escrow agreement, which is an exhibit to the Withdrawal Agreement; and

Whereas, the land to be conveyed is made up of two portions of Original Property, more specifically described in Exhibit A to this Ordinance; and

Whereas, section 2-74-030, B.M.C., requires the sale or disposition of Broomfield-owned buildings or real property not in use for public purposes to be authorized by ordinance and that at the public hearing and second reading of such ordinance the record shall reflect that such Broomfield-owned buildings or real property are not in use for a public purpose; and

Whereas, concurrent with this Ordinance, the City and County of Broomfield and the Jefferson Parkway Public Highway Authority have entered into an escrow agreement for the delayed conveyance of this property to the Jefferson Parkway Public Highway Authority.

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

Section 1.

Pursuant to Broomfield Municipal Code § 2-74-030, City Council finds and determines that the real property as described in Exhibit A attached hereto and incorporated herein by reference, is not in use for any public purpose.

Section 2.

Pursuant to Colorado Revised Statutes §§ 31-15-713(1)(b) and 38-30-141, and Broomfield Municipal Code § 2-74-030 and 2-74-050(A), the Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest and seal, in form approved by the City and County Attorney, a special warranty deed conveying the real property described in Exhibit A to the Jefferson Parkway Public Highway Authority, such deed which will be held in escrow pursuant to the terms of an Escrow Agreement authorized by Resolution 2024-136.

Section 3.

The real property is set forth in Exhibit A to this ordinance.

Section 4.

This ordinance is effective seven days after publication following final passage and only if City Council approves Resolution No. 2024-136, approving a Withdrawal Agreement to include the above-referenced Escrow Agreement that finalizes Broomfield's withdrawal from the Jefferson Parkway Public Highway Authority.

Introduced and approved after first reading on October 8, 2024, and ordered published in full.

Introduced a second time and approved on November 12, 2024, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

Exhibit A.

Description of the real property. The metes and bounds descriptions are on the following four pages.

RW-1

A parcel of land (RW-1), being part of the tract of land situated in the southeast $\frac{1}{4}$ of section 6, township 2 south, range 69 west of the sixth principal meridian, City and County of Broomfield, State of Colorado.

RW-2

A parcel of land (RW-2), being part of the tract of land situated in the southeast $\frac{1}{4}$ of section 6, township 2 south, range 69 west of the sixth principal meridian, City and County of Broomfield, State of Colorado.

EXHIBIT A

A PARCEL OF LAND (RW-1), BEING A PART OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED AT RECEPTION NO. 85063452 IN THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3.25 INCH ALUMINUM CAP FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SOUTH 00°41'34" WEST, A DISTANCE OF 27.72 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°41'34" WEST, A DISTANCE OF 300.15 FEET;
THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 597.53 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
THENCE ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 45°55'23", A RADIUS OF 2,050.00 FEET, AN ARC LENGTH OF 1,643.09 FEET,
AND A CHORD WHICH BEARS SOUTH 65°55'39" WEST, A DISTANCE OF 1,599.46 FEET;
THENCE SOUTH 29°43'48" WEST, A DISTANCE OF 454.51 FEET;
THENCE SOUTH 18°41'37" EAST, A DISTANCE OF 193.10 FEET;
THENCE SOUTH 01°24'12" WEST, A DISTANCE OF 280.15 FEET;
THENCE SOUTH 15°00'08" WEST, A DISTANCE OF 185.44 FEET;
THENCE SOUTH 25°27'25" WEST, A DISTANCE OF 321.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 25°48'32", A RADIUS OF 489.00 FEET, AN ARC LENGTH OF 220.27 FEET, AND A CHORD WHICH BEARS SOUTH 12°33'09" WEST, A DISTANCE OF 218.41 FEET;
THENCE SOUTH 00°21'07" EAST, A DISTANCE OF 76.05 FEET;
THENCE SOUTH 89°26'03" WEST, A DISTANCE OF 63.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF INDIANA STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°33'57" WEST, A DISTANCE OF 1,482.65 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 56°22'34", A RADIUS OF 2,350.00 FEET, AN ARC LENGTH OF 2,312.28 FEET, AND A CHORD WHICH BEARS NORTH 60°42'03" EAST, A DISTANCE OF 2,220.13 FEET;
THENCE NORTH 88°53'20" EAST, A DISTANCE OF 606.98 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 1,153,037 SQUARE FEET OR 26.470 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, WITH A GRID BEARING OF SOUTH 00°41'34" WEST BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2005", AND THE SOUTH 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2012", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

CASEY C. PRIBBLE
COLORADO PLS 38793
FOR AND ON BEHALF OF
SURVWEST, LLC
(720)259-9316
6501 E. BELLEVIEW AVE, SUITE 300
ENGLEWOOD, CO 80111



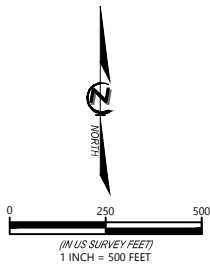
SURVWEST PROJECT NO.	P230047
ADD'L INFO:	
DRAWING NAME:	P230047-JPPHA Legal Exhibit SW
REVISION:	REV DESC:



A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE:				
PARCEL OF LAND RW-1				
DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	N/A	1 OF 2

EXHIBIT A



PARCEL OF LAND RW-1
1,153,037± SQ.FT.
(26.470± AC.)

POINT OF COMMENCEMENT
CENTER 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND 3.25" ALUMINUM CAP
STAMPED "ACCURATE PLS 37066 2005"

S00°41'34"W 27.72' (TIE)

POINT OF BEGINNING

N88°53'20"E 606.98'

WEST 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND NO. 3 REBAR

N. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

Δ: 56°22'34"
R: 2,350.00'
L: 2,312.28'
CHB: N60°42'03"E
CHD: 2,220.13'

INDIANA ST
(R/O/W WIDTH VARIES)

W. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

300.00'

S88°53'20"W 597.53'

S00°41'34"W 300.15'

Δ: 45°55'23"
R: 2,050.00'
L: 1,643.09'
CHB: S65°55'39"W
CHD: 1,599.46'

GREAT WESTERN OPEN SPACE
REC. NO. 85063452, 7/7/1985
NOT PLATTED
APN: 171706300001

**SOUTHWEST 1/4,
SECTION 6,
T2S, R69W, 6TH P.M.**

E. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.
S00°41'34"W 2,610.99' (BASIS OF BEARINGS)

N00°33'57"W 1,482.65'

S29°43'48"W 454.51'

S18°41'37"E 193.10'

S01°24'12"W 280.15'

S15°00'08"W 185.44'

S25°27'25"W 321.24'

Δ: 25°48'32"
R: 489.00'
L: 220.27'
CHB: S12°33'09"W
CHD: 218.41'

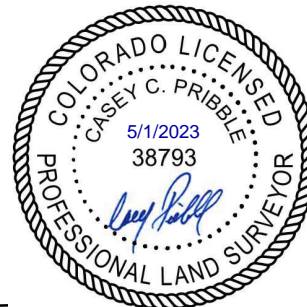
S89°26'03"W 63.49'

S00°21'07"E 76.05'

S. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

SOUTHWEST CORNER OF
SECTION 6, T2S, R69W

SOUTH 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND 3.25" ALUMINUM CAP
STAMPED "ACCURATE PLS 37066 2012"



NOTE: THIS IS NOT A MONUMENTED SURVEY

SURVWEST PROJECT NO.	P230047
ADD'L INFO:	
DRAWING NAME:	P230047-JPPHA Legal Exhibit SW
REVISION:	REV DESC:

SURVWEST | SURVEY MAPPING
UTILITY & REAL ESTATE
720.259.9316 6501 E Bellevue Ave, Suite 300
www.survwest.com Englewood, CO 80111

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE:

**PARCEL OF LAND
RW-1**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	1"=500'	2 OF 2

EXHIBIT A

A PARCEL OF LAND (RW-2), BEING A PART OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED AT RECEPTION NO. 85063451 IN THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3.25 INCH ALUMINUM CAP FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SOUTH 00°41'34" WEST, A DISTANCE OF 27.72 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 88°53'20" EAST, A DISTANCE OF 2,292.49 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 07°49'04", A RADIUS OF 1,550.00 FEET, AN ARC LENGTH OF 211.49 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4, AND A CHORD WHICH BEARS NORTH 84°58'48" EAST, A DISTANCE OF 211.33 FEET; THENCE ALONG SAID EAST LINE SOUTH 00°10'17" EAST, A DISTANCE OF 302.96 FEET TO A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE, HAVING A CENTRAL ANGLE OF 06°23'20", A RADIUS OF 1,850.00 FEET, AN ARC LENGTH OF 206.29 FEET, AND A CHORD WHICH BEARS SOUTH 85°41'40" WEST, A DISTANCE OF 206.19 FEET; THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 2,301.94 FEET TO SAID WEST LINE; THENCE ALONG SAID WEST LINE NORTH 00°41'34" EAST, A DISTANCE OF 300.15 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 751,828 SQUARE FEET OR 17.260 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, WITH A GRID BEARING OF SOUTH 00°41'34" WEST BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2005", AND THE SOUTH 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2012", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

CASEY C. PRIBBLE
COLORADO PLS 38793
FOR AND ON BEHALF OF
SURVWEST, LLC
(720)259-9316
6501 E. BELLEVUE AVE, SUITE 300
ENGLEWOOD, CO 80111



SURVWEST PROJECT NO.		P230047
ADD'L INFO:		
DRAWING NAME:		P230047-JPPHA Legal Exhibit SE
REVISION:	REV DESC:	

SURVWEST | SURVEY MAPPING
UTILITY/SUB
REAL ESTATE
720.259.9316 6501 E Bellevue Ave, Suite 300
www.survwest.com Englewood, CO 80111

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO


TITLE:

**PARCEL OF LAND
RW-2**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	N/A	1 OF 2

CPRIBBLE 5/1/2023 12:46 PM



SURVWEST PROJECT NO.		P230047
ADD'L INFO:		
DRAWING NAME:		P230047-JPPHA Legal Exhibit SE
REVISION:	REV DESC:	
 SURVWEST SURVEY+MAPPING UTILITY+GIS REAL ESTATE		
720.259.9316 www.survwest.com	6501 E Bellevue Ave, Suite 300 Englewood, CO 80111	

TITLE: PARCEL OF LAND RW-2					
DWN:	CP	CHK'D	RI	DATE: 5/1/2023	SCALE: 1" = 500' SHEET NO: 2 OF 2

WITHDRAWAL AGREEMENT

This WITHDRAWAL AGREEMENT (the “Agreement”), effective as of the date of the latest signature on this document by the Parties (the “Effective Date”), is by and through the City and County of Broomfield (“Broomfield”), the Board of County Commissioners of Jefferson County, Colorado (“Jeffco”), the City of Arvada (“Arvada”), and the Jefferson Parkway Public Highway Authority (“JPPHA” or “Authority”), individually referred to as a “Party” and collectively referred to as the “Parties.”

Each Party acknowledges that valid consideration has been given for all promises in this Agreement. Each Party has had sufficient time and opportunity to consult with legal counsel and agrees to be bound by the terms of this Agreement.

1. **Definitions.** As used in this Agreement, the following terms shall mean the following:
 - a. *Establishing Contract* means the Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway Authority entered into and effective October 4, 2010.
 - b. *Jefferson Parkway* or *Parkway* means the public highway designed for regional traffic movement, as identified in the Establishing Contract.
 - c. *JPPHA or Authority* means the Jefferson Parkway Public Highway Authority, a public highway authority organized and operating pursuant to the Public Highway Authority Law, Sections 43-4-501, *et seq.*, C.R.S.
 - d. *Lawsuit* means the civil action filed in Jefferson County District Court, Case No. 2022CV30624 that was dismissed by the Court on ripeness grounds on November 2, 2023. The Parties acknowledge that the underlying dispute regarding the terms of Broomfield’s withdrawal from the JPPHA could give rise to a future lawsuit, and the intent of this Agreement is to resolve those claims that were asserted in the Lawsuit, could have been asserted in the Lawsuit, or could be asserted in a future lawsuit.
 - e. *Reimbursement Agreements* refer to the Amended and Reinstated Jefferson Parkway Public Highway Authority and the County of Jefferson Advance and Reimbursement Agreement dated April 18, 2019; the Amended and Reinstated Jefferson Parkway Public Highway Authority and the City and County of Broomfield Advance and Reimbursement Agreement dated April 17, 2014 and last amended on May 17, 2018; and the Amended and Reinstated Jefferson Parkway Public Highway Authority and the City of Arvada Advance and Reimbursement Agreement dated April 18, 2019. Following the Effective Date, the term *Reimbursement Agreements* will also include the Broomfield Amended Reimbursement Agreement.
 - f. *Broomfield Amended Reimbursement Agreement* refers to the Second Amended and Reinstated Jefferson Parkway Public Highway Authority and the City and County of Broomfield Advance and Reimbursement Agreement entered into contemporaneously with this Agreement.

Withdrawal Agreement

- g. *Broomfield Withdrawal Resolution* means Broomfield Resolution No. 2020-82 A Resolution Giving Notice of Intent to Withdraw from the Jefferson Parkway Public Highway Authority.
- h. *Concession Transaction*. The closing on a concession and lease agreement or other such construction and financing agreement as may be utilized between JPPHA and another entity(ies) to effectuate the construction and development of the Parkway.

2. Purpose. The purpose of this Agreement is to, as required by the Establishing Contract, set forth the terms upon which Broomfield is withdrawn as a member of JPPHA and to resolve all claims between the Parties related to any disputes tied to Broomfield's efforts to withdraw from the JPPHA, including those claims that led to the Lawsuit.

3. Broomfield's Withdrawal. The Parties agree to effectuate Broomfield's withdrawal from JPPHA by executing that First Amendment to the Establishing Contract in the form attached hereto as Exhibit A (the "First Amendment") concurrently with each Party's execution of this Agreement. JPPHA and Broomfield agreed to further effectuate Broomfield's withdrawal from JPPHA by executing the Broomfield Amended Reimbursement Agreement in the form attached hereto as Exhibit B concurrently with their execution of this Agreement. Upon execution of this Agreement, the First Amendment, the Broomfield Reimbursement Agreement, and Broomfield fulfilling the obligations contained in paragraph 4 below, Broomfield will no longer be a member of JPPHA.

4. Placing the Right of Way in Escrow for Future Conveyance. Within 30 days of execution of this Agreement, Broomfield agrees to place into escrow an unrecorded special warranty deed granting certain real property owned by Broomfield to JPPHA for use as right-of-way for the Parkway ("the Property"). The unrecorded special warranty deed will be held in escrow from the execution of the Escrow Agreement, the form of which is attached hereto as Exhibit C, until no later than the Required Conveyance Date as defined below (the "Escrow Period"). JPPHA and Broomfield will execute the Escrow Agreement concurrently with the execution of this Agreement. The form of the special warranty deed is attached hereto as Exhibit D (the "Special Warranty Deed").

- a. Escrow Period Obligations. During the Escrow Period, Broomfield shall take all of the steps necessary to effectuate the conveyance of the Property to JPPHA (the "Conveyance"), including complying with any obligations with respect to the Property as may be required under Broomfield's Charter or Municipal Code and any obligations as agreed by the Parties (the "Conveyance Obligations").
- b. Conveyance. The Conveyance shall occur, and Broomfield shall have completed the Conveyance Obligations, on or before the earlier of: (i) five years from the Effective Date or (ii) the date of the Concession Transaction on which JPPHA enters into a binding contractual agreement for the development of the Jefferson Parkway (the "Required Conveyance Date"). If, by the Required Conveyance Date, Broomfield fails to (i) fulfill the Conveyance Obligations, or (ii) achieve the Conveyance, Broomfield will be in breach of this Agreement and Arvada, Jeffco, and JPPHA, as applicable, will be entitled to damages or to specific performance.
- c. Termination of the Escrow Agreement and Return of Special Warranty Deed Prior To Required Conveyance Date. The Escrow Agreement shall terminate, the Special Warranty

Deed shall be returned to Broomfield, and Broomfield shall not otherwise be obligated to effectuate the Conveyance if, prior to the Required Conveyance Date: (i) JPPHA is dissolved, or (ii) the Establishing Contract is terminated. JPPHA and Broomfield shall notify the Escrow Agent of termination as required by the Escrow Agreement.

- d. Reversionary Interest. The Special Warranty Deed to the property will be recorded at the time of Conveyance and will revert to Broomfield only if: (i) by 20 years from the Effective Date, JPPHA has not closed on a Concession Transaction, or (ii) on or prior to 20 years from the effective date, JPPHA is dissolved or the Establishing Contract, as amended, is terminated.
5. Broomfield's Representations and Agreements Related to the Conveyance of the Property made at execution of this Agreement and at Conveyance.
- a. Broomfield represents that, as of the date of this Agreement, it is not aware of any legal constraints prohibiting the Conveyance of the Property and that it is not aware of any action that has been taken or law enacted that would make the Conveyance illegal. Specifically, to Broomfield's knowledge, there are no injunctions, restraining orders or other legal restraints prohibiting the Conveyance and there has been no action taken or law enacted to make the Conveyance illegal.
 - b. Broomfield represents and warrants that, as of the date of this Agreement, the Broomfield Council has taken, or will within the next 30 days take, all steps required by Section 18.3 of the Broomfield Charter and Code to lawfully authorize the Conveyance of the Property on or before the Required Conveyance Date, which Property is intended to be used for public road purposes.
 - c. The Parties acknowledge certain previous environmental findings and Broomfield represents, as of the Effective Date and of the date of the Conveyance, that it has maintained the Property in accordance with current administrative and environmental laws.
 - d. Broomfield will provide JPPHA or its designee any materials within its possession and take any actions within its control that are reasonably required by a title company in order for JPPHA to obtain an owner's title policy and by the concessionaire to obtain a leasehold title policy.
 - e. Broomfield agrees to keep the Property free of new encumbrances not listed as an exception to the title insurance policy.
 - f. Broomfield agrees to remove any encumbrances in existence as of the date the Special Warranty Deed is placed into escrow, except for any encumbrance accepted as a listed exception to the title insurance policy. Broomfield covenants to timely contest and remove any encumbrances filed prior to the Conveyance that do not relate to JPPHA's ownership or are not otherwise permitted under the terms of this Agreement.
 - g. Up until the Conveyance, Broomfield agrees to diligently defend title to the Property and will use reasonable efforts to dissolve any injunction filed that may impact the Transfer and "Reasonable efforts" are legal efforts to avoid the entry of an injunction or obtain the

dissolution of one entered, which means timely responding to any efforts to obtain an injunction, and entering and remaining active in any legal action related to a requested or issued injunction through inside or outside counsel. “Reasonable efforts” do not include filing an appeal but do include continuing active involvement if an appeal is filed to obtain/maintain an injunction. JPPHA may request Broomfield to file an appeal with respect to an injunction. Broomfield will give reasonable consideration to JPPHA’s request when deciding whether to file such appeal.

- h. Broomfield agrees to disclose to the JPPHA any matter that directly impacts its ability to convey the Property as contemplated by this Agreement. Additionally, Broomfield agrees to disclose facts or actions with respect to Broomfield’s ownership of the Property that Broomfield becomes aware of following the effective date of this Agreement that (i) reasonably could impede development of the Parkway, and (ii) are not otherwise publicly available or known.
- i. Broomfield agrees to keep in place any insurance coverage held by Broomfield in relation to the Property. If JPPHA proposes making changes to such insurance coverage, Broomfield will reasonably consider whether to make such changes.
- j. Broomfield agrees to allow prospective parties to the Concession Transaction reasonable access to the Property for site investigation and minimally invasive testing during the procurement process for the Concession Transaction and prior to the Conveyance, provided any such work is done in accordance with applicable provisions of the agreed environmental mitigation requirements (Exhibit E) and the prospective parties to the Concession Transaction agree to indemnify Broomfield for damages caused by their actions (or their representatives’ actions). With respect to testing prior to the Conveyance, JPPHA will provide Broomfield with a list of expected testing locations and a description of the expected type and location of such testing. Broomfield may provide JPPHA with input it may have in connection with such testing within seven business days of receipt of such notice. JPPHA may, in its sole discretion, cause prospective parties to modify the nature or extent of such testing in accordance with Broomfield’s input.

6. Payment. Within thirty (30) calendar days of the Effective Date, Broomfield shall make payment to JPPHA, in the amount of \$636,175, which includes a \$400,000 contribution from Broomfield to JPPHA, \$52,833 as a contribution for 2023, and \$183,342 reimbursement from Broomfield to JPPHA for one third of soil testing costs incurred by JPPHA (collectively the “Broomfield Payments”). The Parties agree that upon Broomfield’s payment of the Broomfield Payments, Broomfield will have satisfied all of Broomfield’s past and future financial obligations to Jeffco, Arvada, and JPPHA as a member of JPPHA. Nothing in this paragraph precludes the recovery of financial damages from Broomfield, if any, in the event Broomfield is found to have breached its obligations in this Agreement.

7. Parkway Approvals.

- a. Broomfield agrees that it will not act in an arbitrary or capricious manner with respect to originating, processing, and granting: (i) any permits or approvals required in connection with the development of the Parkway and (ii) any other permits or approvals required by any party in connection with submitting a proposal for the development of the Parkway, including permits necessary to accommodate design plans; in each case, to the extent

Withdrawal Agreement

such permits or approvals are within Broomfield's control.

- b. Broomfield represents that any permits or approvals issued by Broomfield for property adjacent to the Property will not cause the Property or any portion thereof to be designated as a flood hazard area or otherwise adversely affect the development of the Parkway.
- c. Broomfield agrees it will not take any action that would cause the Property or any portion thereof to be designated as a flood hazard area.
- d. The Parties agree that so long as Arvada and Jeffco abide by the terms of the environmental mitigation required under paragraph 9, environmental testing results from testing of any portions of the Parkway right-of-way conducted prior to the effective date of this Agreement (the "Pre-Closing Testing") cannot be used by Broomfield as the sole or primary basis for denial of any permits or approvals needed by JPPHA and issued by Broomfield to complete the Parkway. For the avoidance of doubt, only environmental testing results occurring after the effective date of this Agreement can provide the basis for permit denial by Broomfield, though in such a permit denial the Pre-Closing Testing may be referenced.

8. Damages.

- a. If JPPHA cannot construct the Parkway because of Broomfield's arbitrary or capricious conduct in violation of paragraph 7 above, Broomfield agrees to pay \$6,924,004 as liquidated damages to Arvada and \$6,340,651 as liquidated damages to Jeffco. The Parties acknowledge and agree they are unable to calculate damages with reasonable certainty as of the Effective date of this Agreement the actual damages which would be incurred by Arvada and Jeffco in the event of a future breach of this Agreement by Broomfield as described in Paragraph 7. Therefore, the Parties intend to liquidate such damages as being a reasonable estimate of presumed actual damages that the breach would cause.
- b. If Broomfield breaches any of its obligations pursuant to paragraph 7, Broomfield agrees to pay actual damages to JPPHA to the extent Broomfield's breach causes JPPHA to adjust its plans for construction of the highway and/or to incur damages under the Concession Agreement.
- c. If Broomfield breaches any other provision of this Agreement, Arvada, Jeffco, and JPPHA, as applicable, will be entitled to injunctive relief and all other remedies available to Arvada, Jeffco, and JPPHA under applicable law.
- d. If Arvada, Jeffco, and JPPHA, as applicable, breach any provisions of this Agreement, Broomfield will be entitled to injunctive relief and all other remedies available to it under applicable law.

9. Environmental Mitigation. JPPHA agrees that all construction-related activities will be conducted in compliance with all laws, regulations, and any requirements or conditions imposed by the federal government and the state of Colorado, including the Colorado Department of Public Health and Environment. All construction-related activities will be conducted in compliance with the mitigation measures set forth in Exhibit E.

Withdrawal Agreement

10. Non-impairment of Broomfield's Reimbursement Rights. The Parties acknowledge that Broomfield has previously paid participation fees and made contributions in reliance on the Establishing Contract and Broomfield's Reimbursement Agreement. JPPHA, Jeffco, and Arvada acknowledge that Broomfield retains rights under Broomfield's Reimbursement Agreement and agree not to take future action that would eliminate or impair Broomfield's rights under Broomfield's Amended Reimbursement Agreement as of the Effective Date, except to the extent Jeffco and Arvada must waive their rights to reimbursement in order to reach closure on negotiation of a concession and lease or other Parkway financing and construction agreement, in which case they shall notify Broomfield of the need to waive Broomfield's rights to the same extent of their waivers and subject to all priorities of payment within Broomfield's Amended Reimbursement Agreement. The Parties agree that reimbursements shall be made in accordance with the Broomfield Reimbursement Agreement.

11. Mutual General Release of Claims. The Parties do hereby release each other and their employees and officials from any and all claims and liabilities however asserted, damages (including interest, attorney fees, costs and expenses), and/or other relief which each Party has arising from the Lawsuit or Broomfield's withdrawal from JPPHA (collectively, the "Claims") both known and unknown as of the Effective Date. The Parties acknowledge that this mutual release and waiver of Claims is limited to the subject matter of the Lawsuit and Withdrawal, and is not intended to release or waive any other claims one party may have against the other. This release does not include any future claims brought for breaches by parties under the Reimbursement Agreements or this Agreement.

12. Dispute Resolution. If any dispute related to this Agreement arises between the Parties, the disputing parties will meet and use good faith efforts to negotiate and resolve the dispute. If negotiations are unsuccessful, the parties agree not to commence litigation until after they have attempted to resolve their dispute through the use of a third-party neutral mediation. Any Party may initiate the mediation process thirty (30) days after written notice to the other parties. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within fifteen (15) days after the mediation meeting, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

13. Effectuation of Agreement. The Parties agree to execute any further documents and take such action that is necessary to effectuate the terms of this Agreement.

14. Integration and Amendment. This Agreement represents the entire agreement among the Parties and there are no collateral agreements or understandings except as provided in this Agreement. This Agreement can only be changed or amended by a written document signed by the Parties.

15. Severability. If any provision of this Agreement is held invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect.

16. Waiver. The failure of any Party to require performance of another party under any provision of this Agreement does not waive a Party's right to enforce such provision.

17. Headings. The headings in this Agreement are for reference and convenience only and shall not limit or otherwise affect the meaning or construction of the terms of this Agreement.

18. Fees, Costs, and Expenses. Each Party shall bear their own attorney fees, costs, and expenses arising from or associated with this Agreement.

Withdrawal Agreement

19. Binding on Successors and Assigns. This Withdrawal Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

20. No Third Party Beneficiaries. The Agreement does not confer any rights or remedies to any third party, other than the parties to the Agreement and their respective successor and permitted assigns.

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

22. Conflicts with the Contract Documents. The Parties acknowledge that this Agreement is part of an overall agreement between the Parties to allow Broomfield to withdraw from the Authority and resolve the dispute that led to the Lawsuit. To the extent this Agreement conflicts with the First Amendment, this Agreement controls. To the extent this Agreement conflicts with the Broomfield Amended Reimbursement Agreement on the reimbursement of advances to Broomfield, the Broomfield Amended Reimbursement Agreement controls. On all other provisions, this Agreement controls.

23. No Presumption. This Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

24. Governing Law. This agreement shall be governed by the laws of the State of Colorado.

25. Execution in Counterparts. This Agreement may be executed in counterparts with separate signature pages, and all such counterparts shall constitute one Agreement.

26. Governmental Immunity. The Parties acknowledge and agree that the Parties, and their respective officers and employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended.

IN WITNESS WHEREOF, the Parties have caused this Withdrawal Agreement to be executed by their duly authorized representatives.

FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

Withdrawal Agreement

FOR THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

FOR THE CITY OF ARVADA, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

FOR JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

**FIRST AMENDMENT TO THE AMENDED AND RESTATED ESTABLISHING CONTRACT
FOR THE
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY (the “Amendment”) is effective as of the date of the latest signature on this document by the Parties, pursuant to Colo. Const. Art. XIV, Sec. 18(2), title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between the **CITY AND COUNTY OF BROOMFIELD**, a Colorado city and county, the **COUNTY OF JEFFERSON**, a body politic and corporate and political subdivision of the State of Colorado, and the **CITY OF ARVADA**, a Colorado municipal corporation (collectively the “Parties”).

WHEREAS, the Colorado General Assembly has enacted the Public Highway Authority Law in part 5 of article 4, title 43, C.R.S. (the “Act”), which permit the formation of public highway authorities to finance, construct, operate, or maintain all or a portion of a beltway or other transportation improvements in the Denver metropolitan region; and

WHEREAS, a the Jefferson Parkway Public Highway Authority (the “Authority”) was created by that Establishing Contract for Jefferson Parkway Public Highway, dated effective May 15, 2008 (the “Original Establishing Contract”) which Establishing Contract was amended and restated by that Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway dated effective October 4, 2010 (as amended, the “Establishing Contract”), by and between the City and County of Broomfield (“Broomfield”), County of Jefferson (“Jefferson County”) and the City of Arvada (“Arvada”), to finance, construct, operate or maintain the Jefferson Parkway; and

WHEREAS, the Authority acts by and through its Board of Directors (the “Board”); and

WHEREAS, pursuant to paragraph 14 of the Establishing Contract, any member may request the Board to consider its withdrawal from participation in the Authority by written notice, and the Board, by unanimous consent, may approve of the withdrawal, so long of two of the original Governmental Units remain and provided such termination, dissolution or withdrawal shall not be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority; and

WHEREAS, on February 26, 2020, Broomfield provided notice to the Board, Jefferson County and Arvada announcing its desire to withdraw from participation in the Authority; and

WHEREAS, the Parties disputed the terms and conditions of Broomfield’s withdrawal (the “Dispute”), which Dispute included the filing of a lawsuit by Jefferson County and

First Amendment to the JPPHA Establishing Contract

Arvada against Broomfield regarding the withdrawal, Case No. 2022cv30624 (the "lawsuit"), which lawsuit was leaving the Dispute unresolved; and

WHEREAS, the Parties wish to resolve the Dispute in its entirety via that Withdrawal Agreement of even date with this Amendment;

WHEREAS, Resolution of the Dispute will result in Broomfield's withdrawal from the Authority while Jefferson County and Arvada are to remain members of the Authority; and

WHEREAS, as part of the overall resolution of the Dispute, the Parties desire to amend the Establishing Contract in accord with Section 16 thereof in order to recognize Broomfield's withdrawal from the Authority pursuant to the terms of the Withdrawal Agreement; and

WHEREAS, the Authority's Board of Directors has requested that Jefferson County, Arvada, and Broomfield approve this Amendment; and

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Parties hereby covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Amendment to Definitions. The Definitions are hereby amended as follows:

"Member" means Jefferson County, Arvada and any other municipality, county or city and county that becomes a party to this Contract pursuant to Section 18 hereof. After the effective date of this Amendment, Member does not include Broomfield.

"Originating Government Units" means the County of Jefferson, the City of Arvada and the City and County of Broomfield.

2. Amendment to Paragraph 4. Paragraph 4 of the Establishing Contract is hereby amended in its entirety to read as follows:

4. Establishment and Operation of Board of Directors. There is hereby established the Board, in which all legislative power of the Authority is vested.

- a. Each Member as of the effective date of this Amendment or thereafter shall have the right to appoint one or two Directors to the Board, each of whom shall be, at the time of the appointment and throughout such Director's tenure on the Board, an elected official of the legislative or governing body of appointing Member. All other Members shall have the right to appoint one Director to the Board, who shall be, at the time of the appointment and throughout such Director's tenure on

the Board, an elected official of the legislative or governing body of the Member. Such appointments shall be evidenced by notification, in writing, to the Authority by the chief elected official of each Member. Each Director shall serve at the pleasure of the legislative or governing body of the Member appointing the Director and may only be removed or replaced by the legislative or governing body of the Member that appointed such Director. The Board shall elect a chairman, vice chairman and treasurer, each of whom must also be a Director, who shall have such powers and responsibilities as provided in the Bylaws and shall serve at the pleasure of the Board. The Board shall also select a secretary, who may be but need not be a Director, who shall maintain the records and files of the Board and the Authority, and who shall serve at the pleasure of the Board.

- b. Each Member may, from time to time, designate, in writing, an Alternate Director, who shall possess the same qualifications as a Director and who shall, in the absence of that Member's Director, be entitled to exercise the voting power of that Director, including the exercise of multiple votes of the Member pursuant to Section 4(f) hereof.
- c. The Board may act by motion and/or resolution, and the actual attendance of a Director from any of the Members at a regular or special meeting of the Board shall constitute a quorum. The vote of a majority of the Authorized Votes at a regular or special meeting of the Board at which a quorum is present shall be required to constitute action by the Board.
- d. The Board may, by majority vote of the Authorized Votes, with at least one affirmative vote from Jefferson County and one affirmative vote from Arvada, enact bylaws to govern its operation and may amend them from time to time.
- e. Jefferson County and Arvada shall be entitled to two (2) votes each. If Jefferson County and/or Arvada appoints two Directors, each Director from Jefferson County and Arvada shall have the authority to exercise one (1) of the votes assigned to that home jurisdiction. If Jefferson County and/or Arvada appoints only one Director, said Director from Jefferson County and Arvada shall have the authority to exercise the two (2) votes assigned to their home jurisdiction. If only one (1) Director from Jefferson County and Arvada is present at any regular or special meeting of the Board, said Director shall be authorized to exercise the two (2) votes for their home jurisdiction at that regular or special meeting. Any Director for the State of Colorado and for any Member of the Authority which is not Jefferson County or Arvada shall have one (1) vote.
- f. Directors, Alternate Directors, nonvoting representatives and officers (excepting a secretary who is not a Director) of the Board shall serve without compensation from the Authority, but the Board may reimburse such persons for actual, documented expenses upon terms and procedures established by the Board.

3. Amendment to Paragraph 13. Paragraph 13 of the Establishing Contract is hereby amended in its entirety to read as follows:

13. Term. This Contract shall commence on the date of its full execution by the Originating Governmental Units, and shall continue in perpetuity, or until this Contract is terminated by the affirmative two-thirds vote of the Board, or until the Authority consists of fewer than two Originating Governmental Units.

4. Amendment to Paragraph 14. Paragraph 14 of the Establishing Contract is hereby amended in its entirety to read as follows:

14. Withdrawal. Any Member may request the Board to consider its withdrawal from participation in the Authority by notifying the Board in writing of its intent to do so. Unanimous consent of the Board is required for approval of said withdrawal so long as two Originating Governmental Units continue to participate in the Authority. However, no such termination, dissolution or withdrawal shall be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority.

5. Amendment to Paragraph 18. Paragraph 18 of the Establishing Contract is hereby amended in its entirety to read as follows:

18. Addition of Parties. The Board may act to include additional parties to this Contract upon such terms and conditions as it deems appropriate. Provided, however, any decision by the Board to include additional parties shall be subject to and conditioned upon amendment of this Contract by the unanimous, written agreement of the Members, and shall be further subject to compliance with the provisions of the Act.

6. Withdrawal by the Broomfield. The City and County of Broomfield is hereby withdrawn from the Jefferson Parkway Public Highway Authority and is hereby no longer a Party to the Jefferson Parkway Public Highway Authority.

7. Full Force and Effect. Except as expressly modified by this Amendment, all other provisions of the Establishing Contract shall remain in full force and effect. The Parties specifically agree and acknowledge that the provisions that provide for refund of already paid participation fees, land donation reimbursement for land dedicated as of the date of this Amendment, or other reimbursement for prior contributions, including those that may benefit Broomfield, remain in full force and effect.

First Amendment to the JPPHA Establishing Contract

8. Conflict with Other Agreements. The Parties acknowledge that this Amendment is part of an overall agreement between the Parties and the Authority to allow Broomfield to withdraw from the Authority and resolve the Dispute. To the extent this Amendment conflicts with the Withdrawal Agreement or the Second Amended and Restated Jefferson Parkway Public Highway Authority and the City and County of Broomfield Advance and Reimbursement Agreement, the provisions in those agreements will control over the provisions in this Amendment or the underlying Establishing Contract.

9. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Withdrawal Agreement to be executed by their duly authorized representatives.

FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

FOR THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

FOR THE CITY OF ARVADA, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

**SECOND AMENDED AND RESTATED JEFFERSON PARKWAY PUBLIC HIGHWAY
AUTHORITY AND THE CITY AND COUNTY OF BROOMFIELD ADVANCE AND
REIMBURSEMENT AGREEMENT**

This **SECOND AMENDED AND RESTATED ADVANCE AND REIMBURSEMENT AGREEMENT** (the “Agreement”) is made and entered as of the date of the latest signature on this document by the Parties (the “Effective Date”), by and between **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the “Authority”) and the **CITY AND COUNTY OF BROOMFIELD**, a Colorado municipality and county (“Broomfield”), individually referred to herein as “Party” and collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Authority was formed as a public highway authority pursuant to §§ 43-4-501, *et seq.*, C.R.S. and the Establishing Contract for the Jefferson Parkway Public Highway Authority dated May 30, 2008, and amended once on October 4, 2010, by and between the City of Arvada, County of Jefferson and City and County of Broomfield (as amended, the “Establishing Contract”) for the purpose of financing, constructing, operating or maintaining the Jefferson Parkway; and

WHEREAS, the Authority and Broomfield entered into an Advance and Reimbursement Agreement on April 17, 2014, which was amended once previously on May 17, 2018 (the “Reimbursement Agreement”) to establish the terms and conditions (a) upon which Broomfield may make Advances to the Authority and (b) upon which the Authority makes reimbursement to Broomfield for the Advances; and

WHEREAS, similar agreements were entered into by the Authority and the City of Arvada and Jefferson County, the other two originating government units of the Authority; and

WHEREAS, the term “Advances” refers collectively to the terms “Right-of-Way Contribution,” “Cash Advance,” and “In-Kind Contribution” as defined below, by Broomfield on behalf of or to the Authority; and

WHEREAS, as of the Effective Date of this Agreement, Broomfield has made Advances to the Authority; and

WHEREAS, pursuant to paragraph 14 of the Establishing Contract, any member may request the Board to consider its withdrawal from participation in the Authority by written notice, and the Board, by unanimous consent, may approve of the withdrawal, so long of two of the original Governmental Units remain and provided such termination, dissolution or withdrawal shall not be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority; and

WHEREAS, on February 26, 2020, Broomfield provided notice to the Board, Jefferson County and Arvada announcing its desire to withdraw from participation in the Authority; and

WHEREAS, Jefferson County and Arvada disputed the terms and conditions of Broomfield's withdrawal, which dispute included the filing of a lawsuit by Jefferson County and Arvada against Broomfield regarding the withdrawal, Case No. 2022CV30624 (the "lawsuit"); and

WHEREAS, the Authority became involved in the dispute underlying the lawsuit when Broomfield asserted that the Authority is an indispensable party to the lawsuit and should be added as a party; and

WHEREAS, as part of the overall resolution of the dispute and the lawsuit regarding Broomfield's withdrawal, the Authority has agreed to amended the Reimbursement Agreement in order to recognize Broomfield's withdrawal from the Authority pursuant to the terms of the Withdrawal Agreement; and

WHEREAS, Jefferson County and Arvada are to remain members of the Authority and, pursuant to the Establishing Contract, any other municipality, county or city and county can become a party to the Establishing Contract (collectively, "Members"); and

WHEREAS, Broomfield will not be making any further Advances to assist the Authority; and

WHEREAS, the Authority and Broomfield desire to amend the existing Amended Advance and Reimbursement Agreement concerning and recognizing the Advances by Broomfield and the reimbursement of the Advances by the Authority given Broomfield's withdrawal from the Authority; and

WHEREAS, although not parties to this Agreement, as part of the contemporaneous Withdrawal Agreement to resolve the lawsuit, Arvada and Jefferson County acknowledged Broomfield's Advances and Broomfield's retention of rights under this Agreement, and agree not to take future action that would eliminate or impair Broomfield's rights under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

The Recitals set forth above are hereby incorporated in this Agreement.

I. Purpose of the Agreement. This Agreement acknowledges (a) the Advances made to the Authority and (b) establishes the terms and conditions upon which the Authority makes reimbursement to Broomfield for the Advances following Broomfield's withdrawal from the Authority.

II. Recognition and Agreement Acknowledging Past Advances.

A. Recognition of Broomfield's Advances. The Authority acknowledges that, as of the Effective Date, Broomfield has made Right-of-Way Contributions, Cash Advances and In-Kind Contributions to the on the dates and in the amounts as shown on the **Recognition of Advances Spreadsheet attached hereto as**

Exhibit A, toward the Authority's organization and operating expenses. Broomfield will not provide any additional Advance(s) to the Authority following the Effective Date of this Agreement.

B. Recognition of Arvada's and Jefferson County's Advances The Authority acknowledges that on or before the Effective Date, Jefferson County, and Arvada have or will make Right-of-Way Contributions, Cash Advances and In-Kind Contributions to the Authority, as generally described on **Exhibit A**. Both Arvada and Jefferson County are expected to provide additional Advances to the Authority following the Effective Date of this Agreement.

III. Reimbursement of Broomfield's Advances.

A. Upon issuance of Bonds to others than Authority members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse Broomfield for its Advances subject to the payment priority set forth herein.

B. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse such Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

C. Reimbursement of Advances shall be given the following priority:

1. First priority is given to Advances made after the Effective Date of this Agreement by Arvada or Jefferson County, as member governments of the Authority;

2. Second priority is given to Advances made prior the Effective Date of this Agreement by Broomfield, Jefferson County or Arvada, as originating member governments of the Authority in the following order and on a pro-rata basis:

- a. Reimbursement of Right-Of-Way contributions
- b. Reimbursement of Cash advances
- c. Reimbursement of In-kind contributions

3. Third priority is given to Advances by all other member governments of the Authority, if any, made after the Effective Date of this Agreement.

D. Conditions on the Repayment.

1. Right-of-Way Contribution(s) for the purpose of Broomfield shall be valued as follows for purposes of reimbursement hereunder: All Right-of-Way Contribution(s) shall be valued at Twenty-Eight Thousand Dollars (\$28,000) per acre, except that (i) Right-of-Way Contribution(s) of property by a Member, for which any agency with jurisdiction over such property requires, by law, regulation, or agreement, that fair market value be received for the contribution of such property, shall be valued at fair market value as determined by an appraisal.

2. The Authority shall reimburse Broomfield for the Cash Advances for organization and operations costs, together with interest at the federal funds rate plus one percent (1%) per annum, to be recalculated annually on June 30th, on such sums advanced, subject to this paragraph II(B)(3). Interest shall accrue as of the date each Cash Advance is made to the Authority, provided, however, that no interest shall begin to accrue on any Cash Advance made to the Authority prior to the date on which the Authority was officially formed. The Authority shall make payment for the Cash Advances, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

IV. Bonds/Agreements. Broomfield acknowledges and agrees that, execution of this Agreement notwithstanding, the Authority shall determine in its sole discretion whether and when to proceed with a Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority has no obligation to proceed with the Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority agrees to use due diligence to issue the Bonds and/or enter into a concession and lease agreement or similar agreement at the earliest practicable date and to repay the Advances as soon as it has funds legally available.

V. Term of Agreement. This Agreement shall be in effect for a term of fifty (50) years after the Effective Date unless terminated pursuant to paragraph VI.

VI. Termination. This Agreement shall terminate only upon mutual written agreement of the Authority and Broomfield.

VII. Agreement by Broomfield Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The Broomfield's obligations under this Agreement shall be subject to annual appropriation by the governing body of Broomfield in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of Broomfield within the meaning of Article X, Section 20 of the Colorado Constitution.

VIII. Notice and Place for Payments. Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally, sent by email with a hard copy sent immediately by first class mail, or sent by first class mail, addressed to the parties at the addresses set forth below, or at such address as either party may hereafter or from time to time designate by written notice to the other party in accordance herewith.

To the Authority:

Jefferson Parkway Public Highway Authority
Attn: Board of Directors
c/o City of Arvada City Manager's Office
8101 Ralston Road
Arvada, Colorado 80001
E-Mail: info@jppha.org

With a copy to:

Icenogle Seaver Pogue, P.C.
Attn: Tamara K. Seaver
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
E-Mail: TSeaver@ISP-Law.com

To City and County of Broomfield:

Attn: City and County Manager
One DesCombes Drive
Broomfield, CO 80020
E-mail: manager@broomfield.org

With a copy to:

City and County Attorney
One DesCombes Drive
Broomfield, CO 80020
E-Mail: citycountyattorney@broomfield.org

IX. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

X. Entire Agreement, Amendments. This Agreement constitutes the entire agreement between the Parties relating to the Advances to the Authority and the reimbursement obligations, and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, including, but not limited to, previous versions of this Advance and Reimbursement Agreement entered into between the Parties, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

This Agreement may only be amended or modified by a writing executed by both Parties.

XI. Conflicting Agreements. The Parties acknowledge that this Agreement is part of an overall agreement between the Parties, Arvada, and Jefferson County, to allow

Broomfield to withdraw from the Authority and resolve the lawsuit. In the Withdrawal Agreement, Arvada and Jefferson County acknowledged Broomfield's Advances and Broomfield's retention of rights under this Agreement, and agreed not to take future action that would eliminate or impair Broomfield's rights under this Agreement.

To the extent this Agreement conflicts with the Withdrawal Agreement or the First Amendment to the Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway Authority, the provisions in this Agreement regarding reimbursement of Advances to Broomfield will control.

XII. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

XIII. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Authority or the Member pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

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

XV. Assignment. This Agreement may not be assigned without the express written consent of the Parties hereto.

XVI. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

XVII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

FOR JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

Exhibit A

Recognition of Advances Spreadsheet

Exhibit A - Recognition of Advances Spreadsheet

	BROOMFIELD				ARVADA				JEFFERSON COUNTY			
	Right-of-Way	type	Cash	In-Kind	Right-of-Way	type	Cash	In-Kind	Right-of-Way	type	Cash	In-Kind
2008			\$100,000				\$100,000	\$40,000			\$100,000	
2009			\$300,000				\$300,000	\$50,000			\$300,000	
2010			\$100,000				\$100,000	\$50,000	\$59,897	1-way	\$100,000	
2011	\$933,333	3-way	\$220,000		\$641,667	3-way	\$220,000	\$50,000	\$1,225,000	3-way	\$220,000	
2012			\$200,000				\$245,000	\$50,000			\$200,000	
2013			\$200,000				\$155,000	\$60,000			\$200,000	
2014			\$200,000	\$57,726			\$200,000	\$50,000			\$200,000	\$155,057
2015			\$200,000	\$6,040			\$200,000	\$50,000	\$45,877	1-way	\$200,000	\$3,625
2016			\$200,000	\$7,000	\$597,337	2 way	\$200,000	\$100,000	\$597,337	2-way	\$200,000	\$15,250
2017			\$400,000	\$7,400			\$400,000	\$125,000			\$400,000	\$9,050
2018			\$400,000	\$6,000			\$900,000	\$40,000			\$400,000	\$4,500
2019							\$2,000,000	\$131,623			\$2,025,000	\$6,500
2020							\$85,000	\$16,422			\$46,792	
2021							\$3,761	\$2,000				
2022							\$32,895	\$2,500				
2023							\$86,619				\$52,800	
2024	\$1,224,440	1-way	\$636,175									
Totals	\$2,157,773		\$3,792,350	\$84,166	\$1,239,004		\$5,228,275	\$817,545	\$1,928,111		\$4,644,592	\$193,982
Combined Totals	\$6,034,289				\$7,284,824				\$6,766,685			

U. S. ESCROW SERVICES, INC.
6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

DOCUMENT ESCROW AGREEMENT

ESCROW ID# USE-2024-0047CBF

THIS DOCUMENT ESCROW AGREEMENT (Agreement) is made and entered into as of this ____ day of _____, 2024, by and between the following Parties:

The City and County of Broomfield, Colorado, (Broomfield);

Jefferson Parkway Public Highway Authority, Arvada, Colorado, (JPPHA);

and

U. S. Escrow Services, Inc. (Escrow Agent).

Broomfield and JPPHA may each be referred to as a Principal, collectively referred to as the "Principals" or collectively with Escrow Agent, as the Parties.

RECITALS

WHEREAS, The Principals, along with the City of Arvada and Jefferson County, have entered into a Withdrawal Agreement ("Withdrawal Agreement"), which involves the conveyance of a certain parcel of real property from Broomfield to JPPHA for use as right of way; and

WHEREAS, The Principals require an Escrow Agent to hold a Deed for that real property more particularly described in that Withdrawal Agreement; and

WHEREAS, Escrow Agent agrees to act as Escrow Agent for the Principals pursuant to Broomfield's and JPPHA's instructions and the provisions set forth in this Escrow Agreement; and

WHEREAS, Escrow Agent agrees, as fiduciary to the Principals, to hold and exercise care, custody and control over the Deed for the benefit of and at the direction of the Principals, who will cause the Deed to be deposited with Escrow Agent in accordance with the provisions set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Escrow Agent and the Principals covenant and agree as follows, intending to be legally bound:

SECTION I
DEFINITIONS

The defined terms utilized throughout this Escrow Agreement shall have the following meanings that shall govern and control the interpretation of this Agreement.

- A. "Escrow Agent" U. S. Escrow Services, Inc., a Colorado corporation, located at 6312 S. Fiddler's Green Circle, Suite 300 E, Greenwood Village, Colorado 80111, which shall hold

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

the Deed in trust.

B. "Deed" The Special Warranty Deed Broomfield and JPPHA shall cause to be delivered to Escrow Agent to hold in escrow pursuant to the terms and conditions in this Agreement.

A. Exhibits: **Exhibit A** Format for Notice to Release Documents; **Exhibit B** KYC Information and Principals' Identification; **Exhibit C** Escrow Agent Fee Schedule.

B. Third Party Beneficiaries. The Parties to this Escrow Agreement acknowledge that Jefferson County, Colorado and the City of Arvada, Colorado are the Third Party Beneficiaries of this Agreement and there are no other third party beneficiaries.

SECTION II DEPOSIT OF DOCUMENTS TO ESCROW

2.1 The Principals shall deposit the original Deed with Escrow Agent, which shall be placed in escrow pursuant to the terms and conditions of this Escrow Agreement.

2.2 Escrow Agent shall issue a receipt to the Principals for the Deed upon delivery to Escrow Agent.

2.3 Escrow Agent shall accept the deposit of the Deed to be held in escrow pending further instructions Broomfield and JPPHA and shall preserve and protect the Deed in a secure and safe manner in a place of Escrow Agent's choosing. Escrow Agent shall prohibit any person from inspecting, copying or in any way gaining access to the escrowed Deed except (a) as provided for by the terms of this Escrow Agreement, or (b) as Broomfield and JPPHA shall direct.

2.4 This Deed Escrow shall continue for a period of three (3) years from the date of this Agreement. If JPPHA has not retrieved the Deed presently held in escrow within three (3) years from the date of this Escrow Agreement, as allowed by and consistent with the Withdrawal Agreement, Broomfield shall request, in writing, that Escrow Agent continue to hold the Deed in escrow for up to an additional two (2) years.

2.5 At the end of the five (5) year period, Escrow Agent may add an additional 5-year period with mutual consent from the Principals to continue to hold the Deed for a longer period; or, in the alternative, Escrow Agent may give notice to the Principals that Escrow Agent is no longer acting as an escrow agent or in any fiduciary capacity, and Escrow Agent shall deliver the deed to pursuant to the instructions set forth in Exhibit C.

SECTION III DUTIES OF ESCROW AGENT

3.1 Escrow Agent shall hold and protect the Deed in escrow, subject to the terms and conditions of this Escrow Agreement and pursuant to Broomfield's and JPPHA's instructions.

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

3.2 Escrow Agent shall release the Deed held in escrow upon receipt of written instructions, as shown on Exhibit A, attached hereto, signed by authorized persons from Broomfield and JPPHA. Said instructions shall also direct where the escrowed Deed is to be delivered upon release from escrow. Broomfield and JPPHA agree to give Escrow Agent written notice for delivery of the escrowed Deed at least five (5) business days prior to the date the Deed is to be delivered.

3.3 If a disagreement concerning the Deed held in escrow should arise, Escrow Agent shall continue to hold the Deed until the Principals have reached a settlement concerning their disagreement and provided written instructions, executed by both Broomfield and JPPHA, for the release and delivery of the Deed. Until such instructions are received by Escrow Agent, the Deed will not be released under any circumstances, barring only a court order to do so.

SECTION IV **TERM AND COMPLETION/TERMINATION OF ESCROW**

4.1 Unless otherwise terminated or canceled as provided herein, the term of this Agreement shall commence on the effective date hereof and continue thereafter until the delivery of the Deed in escrow.B; or

4.2 Escrow Agent may at any time resign by delivering the Deed to any successor Escrow Agent the Principals designate in writing. The Principals agree to appoint a successor Escrow Agent within 45 calendar days after the date of Escrow Agent's written notice of resignation. Escrow Agent's resignation will be effective on the earlier of (a) appointment of a successor (including a court of competent jurisdiction), or (b) 45 days after the date of delivery of its written notice of resignation to the Principals. If at that time Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Deed until receipt of a designation of successor Escrow Agent.

4.3.The Principals may terminate this Agreement as provided under section 4.c of the Withdrawal Agreement by providing the Escrow Agent written notice of termination. Upon termination under this paragraph, all Documents then remaining in escrow shall be released from escrow and delivered according to the instructions in Exhibit C.

SECTION V **ESCROW FEES**

For Escrow Agent's services rendered in connection with this Escrow Agreement, Escrow Agent shall be entitled to receive the fees more particularly described in Exhibit B, attached hereto and incorporated herein as though fully set forth at this point. The Escrow Agreement fee shall be deemed earned upon execution of this Escrow Agreement and is non-refundable. Escrow Agent will not be required to deliver the Document held in escrow to JPPHA until Escrow Agent's fees have been paid, subject to the terms and conditions of this Escrow Agreement.

SECTION VI **LIMITATIONS ON ESCROW AGENT'S LIABILITY**

6.1 In consideration of Escrow Agent's acceptance of this escrow, and to the extent permitted by law, the Principals agree to indemnify and hold Escrow Agent, including its officers, directors, shareholders, employees and agents harmless as to any liability Escrow Agent may incur to any person, firm or corporation by reason of its having accepted the same, or in carrying out any of the terms hereof, and to

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

reimburse Escrow Agent for all its expenses, including, among other things, attorney fees, court costs or other dispute costs that Escrow Agent may incur in any defense of its position or actions taken pursuant to these Escrow Instructions.

6.2 The Principals further agree that Escrow Agent shall not be liable to it for any actions Escrow Agent may take pursuant to the terms of this Escrow Agreement or for any action taken or not taken by Escrow Agent under the reasonable belief that such action was in accordance with the terms of this Agreement.

6.3 Escrow Agent shall be entitled to deem the signatures on a notice as being those authorized to sign such notices on behalf of the Principals and shall be entitled to rely upon the genuineness of the signatures without inquiry and without requiring substantiating evidence of any kind, subject to the following requirements:

Escrow Agent shall only act according to written instructions executed according to the terms of this sub-section 6.3. Escrow Agent may seek confirmation of such instructions by telephone call back to the Principals, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. If Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, Escrow Agent shall not be required to release the escrowed Deed until all issues have been resolved, and updated, correct written instructions are delivered to Escrow Agent.

6.4 Escrow Agent shall have no duty to investigate or inquire into the accuracy of any notice, or the genuineness of any signature on any notice, furnished in connection with this Escrow Agreement, subject to Section 6.3 above. It shall be the duty of the Principals to undertake their own due diligence concerning the parties, documents and other instruments involved in this transaction.

6.5 Escrow Agent may consult with legal counsel in the event of any dispute or question concerning these instructions or Escrow Agent's duties, and Escrow Agent shall be entitled to rely upon the opinion and instructions of counsel.

6.6 The Principals shall, to the extent permitted by law, indemnify and hold Escrow Agent harmless against any loss, liability, damage, cost or expense, including reasonable attorney fees, (a) related to Escrow Agent's acting upon any notice, request, waiver, consent, receipt or other paper or document, whether delivered electronically or otherwise, and believed by Escrow Agent to be signed by the Principals, and (b) incurred in connection with the terms of this Escrow Agreement.

6.7 Escrow Agent shall not be liable to the Principals or any Third Party Beneficiary for any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything that Escrow Agent may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct. Escrow Agent shall have duties only to Broomfield and JPPHA, and no person nor entity shall be deemed a third-party beneficiary of this Escrow Agreement.

6.8 If the Deed held in escrow should be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that Escrow Agent obeys or complies with any such writ, order or decree.

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

Escrow Agent shall not be liable to the Principals by reason of such compliance even if such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

6.9 Escrow Agent shall not be liable under any circumstances to the Principals for any consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable.

6.10 Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take action with respect to such default whether or not such action involves any expense or liability. In addition, Escrow Agent may refrain from taking any action contemplated by this Agreement if it becomes aware of any disagreement concerning this Agreement or between the Principals.

6.11 After termination, Escrow Agent shall remain entitled to all benefits of this Section VI.

SECTION VII INDEMNIFICATION AND EXCULPATION

7.1 The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement, inclusive of its exhibits, notwithstanding references herein to other documents or agreements. In the event that any of the terms and provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of Escrow Agent in all respects.

7.2

7.3 In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to the Principals

for any damages, losses, or expenses, except for willful misconduct or gross negligence, and it shall accordingly not incur any such liability with respect to: (i) any action taken or omitted in good faith upon advice of its counsel; or (ii) any action taken or omitted in reliance upon any instrument, which Escrow Agent may in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and that conforms with the provisions of this Agreement.

7.4 If a dispute should exist as to the duties of the Escrow Agent for more than five (5) business days, Escrow Agent may deposit the Deed then in escrow with the Clerk of the District Court for the County of Arapahoe, State of Colorado, or other court of competent jurisdiction, and may interplead Broomfield and JPPHA as to the rights, if any, in the Deed. Upon

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

depositing the Deed and filing its complaint in interpleader, Escrow Agent shall be completely discharged and released from all further liability or responsibility under the terms hereof.

SECTION VIII GENERAL PROVISIONS

8.1 NOTICES. Any notice, consent or request to be given in connection with any terms or provisions of this Escrow Agreement shall be in writing and be given in person, by facsimile transmission, delivery service or by international and domestic mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by email with return receipt or by a nationally recognized delivery service, with return receipt or (c) four business days after being deposited in the mails, with proper postage for first-class registered or certified mail, prepaid. Notices shall be addressed as follows:

If to City and County of Broomfield: CITY AND COUNTY OF BROOMFIELD, COLORADO
Attn: Attn: Nancy Rodgers, City & County Attorney
Address: One DesCombes Drive
City of Broomfield, CO 80020
Phone: 303-428-6358
Email: nrodgers@broomfield.org and
Citycountyattorney@broomfield.org

If to JPPHA: JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY
Attn: Bryan Archer, Interim Executive Director
Address: 8101 Ralston Road
Arvada, CO 80001-1108
Phone: 720-898-7120
Email: bryan-a@arvada.org

With a Copy to: ICENOGLE SEAVER POGUE
Attn: Tamara K. Seaver, Attorney
Address: 4725 South Monaco St., Suite 360
Denver, CO 80237
Phone: 303-867-3004
Email: tseaver@isp-law.com

if to Escrow Agent: U.S. ESCROW SERVICES, INC.
Attn: Janel Bryan, President
Address: 6312 S. Fiddler's Green Circle, Suite 300 E
Greenwood Village, CO 80111
Phone: 303-224-0404
Email: jbryan@usescrow.net

8.2 SEVERABILITY. The Parties agree that the provisions of this Agreement shall be severable if any of the provisions hereof are invalid, void or otherwise unenforceable. Those provisions shall be automatically replaced by other provisions that are as similar as possible, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

8.3 SPECIFIC PERFORMANCE. The Parties agree that time is of the essence, and any delay in performance by any party will result in irreparable harm to the other parties. Accordingly, any party may seek specific performance and/or injunctive relief before any court of competent jurisdiction to

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

enforce this Agreement or to prevent violation thereof, and no party shall object to specific performance or injunctive relief as an appropriate remedy.

8.4 ENTIRE AGREEMENT. This Agreement is the entire agreement and understanding of the Parties concerning the Deed to be held in escrow. This Agreement may be amended or modified only by a writing signed by the each of the Parties. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.5 GOVERNING LAW. Colorado law shall govern this Agreement in all respects. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of a federal or state court located in Arapahoe County, Colorado, in connection with any proceedings commenced regarding this Escrow Agreement, including but not limited to, any interpleader proceeding or proceeding for the appointment of a successor escrow agent. All parties irrevocably submit to the exclusive jurisdiction of such courts for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue of inconvenient forum.

8.6 COUNTERPARTS. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and enforceable, but all of which counterparts, taken together, shall constitute one and the same instrument.

8.7 LEGAL FEES AND COSTS. If Escrow Agent incurs legal fees and expenses for its acceptance of this Escrow, or under this Agreement, or for Indemnity, or as a Plaintiff to Interplead the Deed in escrow and the Principals, or as a party defendant as a result of the Escrow, then the Principals shall reimburse Escrow Agent for those legal fees and costs. Escrow Agent shall not under any circumstances be required to pay any legal fees or costs to either the City of Broomfield or Jefferson Authority, except in the event of its own gross negligence, and the Principals waive any future claims against Escrow Agent.

8.8 EXPERTISE. The Principals warrant that they have the expertise and knowledge to understand and carry out the terms of this Escrow Agreement and the transactions contemplated between them. The Principals do hereby state that they have read, understand, and agree to the terms of this Escrow Agreement. If the Principals desire legal advice, each should consult with its attorneys before signing.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

The City and County of City of Broomfield, Colorado,

By:

Guyleen Castriotta, Mayor

Jefferson Parkway Public Highway Authority

By:

Bryan Archer, Interim Executive Director

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

Escrow Agent: U. S. ESCROW SERVICES, INC

By:

Janel K. Bryan, President

EXHIBIT A

KYC CDD EDD Policy

U. S. Escrow Services has adopted the following policies for the protection of its Clients and to ensure that all funds and other documents received by U. S. Escrow Services are safeguarded until delivered to its Client.

KYC-- Know Your Client-- is a process by which U. S. Escrow Services obtains information about the identity and address of the Parties to the transaction for which U. S. Escrow Services provides escrow services.

CDD means Customer Due Diligence-- is a process of **KYC** which is used to gather data about the parties requesting escrow services, to identity, address and to evaluate the risk category of each party. The goal of both KYC and CCD for U. S. Escrow Services is, to the extent possible, prevent criminals and terrorists from misusing companies for illicit activities and money laundering.

EDD is Enhanced due diligence that is a KYC process providing a greater level of scrutiny of potential business partnerships and highlights risks that cannot be detected by customer due diligence.

U. S. Escrow Services has framed its **KYC policy** incorporating the following **four key elements**:

1. Customer Acceptance Policy; verify the identity of customers.
2. Customer Identification Procedures; identify and verify companies who are Clients and the owners thereof.
3. Escrow Transactions; understand nature and purpose of customer to open an Escrow Account.
4. Risk Management; On-going Due Diligence to maintain and update customer information.

These policies may be more completely described as follows:

1. Identification of the Parties to the Escrow Transaction: Individual Clients furnish current Driver's License or Government Photo ID and Passport, with current address of all signors for the transaction. Signors shall include Job Title, email address, phone numbers and legal name.
2. Companies' Identification: Current Certificate of Good Standing, either Articles of Incorporation or Articles of Organization; corporate address, phone numbers, contact person; percentage of Company owned by signor, if applicable.
3. Name, current address, email address for each Intermediary and any other Party that is to be paid from the Escrow Funds.

U. S. ESCROW SERVICES, INC.
6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

EXHIBIT B

WRITTEN INSTRUCTIONS FOR
RELEASE OF ESCROWED DEED

DATE: _____, 202_____

U.S. ESCROW SERVICES, INC.
6312 S. Fiddler's Green Circle, Suite 300 E
Greenwood Village, CO 80111
Email: jbryan@usescrow.net; kks49@msn.com

Re: Escrow Account No. USE-2024-0047CBF

U.S. ESCROW SERVICES, INC. is hereby directed to release and deliver the following escrowed Document named in Exhibit A held in escrow for Broomfield and JPPHA as follows:

Upon written notification from the Principals that , pursuant to paragraph 4b of the Withdrawal Agreement, a Concession Transaction, as defined under the Withdrawal Agreement, has occurred U.S. ESCROW SERVICES, INC. shall deliver the Deed to JPPHA.

Upon the natural expiration of this Agreement pursuant to the Section II of this Agreement, U.S. ESCROW SERVICES shall deliver the deed to JPPHA.

Upon with notice of termination of this Escrow Agreement from the Principals pursuant to paragraph 4.c of the Withdrawal Agreement, U.S. ESCROW SERVICES, INC. shall deliver the deed to the City and County of Broomfield.

.

The City and County of City of Broomfield, Colorado

By: _____

Jefferson Parkway Public Highway Authority

By: _____

U. S. ESCROW SERVICES, INC.
6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

EXHIBIT D

2024 ESCROW FEE SCHEDULE

Escrow Agent shall be paid the fees and costs for Escrow Agent's services to City and County of Broomfield and Jefferson Authority as follows:

The Document Escrow Fees shall be paid by the City and County of Broomfield upon receipt of the receipt of the Deed into escrow. If the parties' transaction(s) change in format and/or form, Escrow Agent reserves the right to amend this fee statement to reflect said changes. Change fee to final approved Escrow Agreement will be determined based on the changes and redistribution.

A transaction fee is incurred for each check (deposit), wire transfer or other movement of proceeds, documents or other property in and out of Paymaster's trust account or vault.

2024 ESCROW FEES

Approved Escrow Agreement as a onetime Setup fee.	1,200
<i>Approved</i> Escrow Agreement will require a \$200.00 per hour change and redistribution.	TBD
Vault Trip Fee \$75 per trip	150
Accounting Fee prorated if needed \$480 annual	TBD
Courier/ Mail Fees	TBD
Document Vault Storage Fee 95.00 per year	285

The amount due with signing the escrow agreement is \$ **2,460.00** for Three years.

CHASE BANK
333 W Hampden Ave 80110
Englewood CO
ABA # 021000021
SWIFT CODE# CHASUS33

ACCT: U.S. ESCROW SERVICES, INC.
6312 Fiddlers Green Cir Suite 300E
Greenwood Village, CO 80111

ACCT # 591670685

ZELLE FOR EARNEST DEPOSITS UNDER 3K You may use this option - send funds to 303-224-0404.

PLEASE MEMO THE NAME OF COMPANY IF POSSIBLE AND SEND AN EMAIL SENT.

Record in Accordance with Escrow Agreement and Return to:

Jefferson Parkway Public Highway Authority
% Tamara K. Seaver
Icenogle Seaver Pogue, PC
4725 S. Monaco Street, Suite 350
Denver, CO 80122

City and County of Broomfield
% Nancy Rodgers
City and County Attorney,
One Descombes Drive
Broomfield, CO 80020

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“DEED”) is dated as of the ____ day of _____, 2024 and is made between **CITY AND COUNTY OF BROOMFIELD**, a Colorado municipal corporation and County, “**GRANTOR**” and **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado, “**GRANTEE.**”

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and its successors and assigns forever, all of its rights, title and interest in and to the real property situated in and by these presents do grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee’s heirs, successors, and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the City and County of Broomfield, State of Colorado, described in EXHIBIT A (the “Property”) subject to the following possibility of reverter which is hereby expressly retained by Grantor for itself and its successors and assigns. If at 12:00 p.m. (MST/MDT) on *[NTD: insert date that is 20 years from the Effective Date of the Settlement Agreement]* the Grantee, or any of its successors, assigns, and successors in title, does not have a binding written agreement with a third party entity (public or private) to with respect to the development of the Jefferson Parkway Public Highway, then the Property shall automatically and without further action on the part of the Grantor, revert to the Grantor. If Grantee, or any of its successors, assigns, and successors in title, dissolves or otherwise ceases to exist on or before 12:00 p.m. (MST/MDT) on *[NTD: insert date that is 20 years from the Effective Date of the Settlement Agreement]*, then the Property shall, automatically and without further action on the part of the Grantor, revert to the Grantor. If the Establishment Agreement is terminated on or before 12:00 p.m. (MST/MDT) on *[NTD: insert date that is 20 years from the Effective Date of the Settlement Agreement]*, then the Property shall, automatically and without further action on the part of the Grantor, revert to the Grantor. Grantee shall not encumber the property in such a manner so as to limit or restrict Grantor’s rights and remedies in enforcing its reversionary interest.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises in the quiet and peaceable possession of the Grantee and the successors and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed as of the ____ day of _____, 2024.

GRANTOR:

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

By: _____
Name _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Special Warranty Deed was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of **CITY AND COUNTY OF BROOMFIELD** a Colorado Municipal Corporation and County.

Witness my hand and official seal.

Notary Public
My commission expires:
[SEAL]

EXHIBIT A
to
Special Warranty Deed
Legal Description for the Property

EXHIBIT A

A PARCEL OF LAND (RW-2), BEING A PART OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED AT RECEPTION NO. 85063451 IN THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3.25 INCH ALUMINUM CAP FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SOUTH 00°41'34" WEST, A DISTANCE OF 27.72 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 88°53'20" EAST, A DISTANCE OF 2,292.49 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 07°49'04", A RADIUS OF 1,550.00 FEET, AN ARC LENGTH OF 211.49 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4, AND A CHORD WHICH BEARS NORTH 84°58'48" EAST, A DISTANCE OF 211.33 FEET; THENCE ALONG SAID EAST LINE SOUTH 00°10'17" EAST, A DISTANCE OF 302.96 FEET TO A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE, HAVING A CENTRAL ANGLE OF 06°23'20", A RADIUS OF 1,850.00 FEET, AN ARC LENGTH OF 206.29 FEET, AND A CHORD WHICH BEARS SOUTH 85°41'40" WEST, A DISTANCE OF 206.19 FEET; THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 2,301.94 FEET TO SAID WEST LINE; THENCE ALONG SAID WEST LINE NORTH 00°41'34" EAST, A DISTANCE OF 300.15 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 751,828 SQUARE FEET OR 17.260 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, WITH A GRID BEARING OF SOUTH 00°41'34" WEST BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2005", AND THE SOUTH 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2012", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

CASEY C. PRIBBLE
COLORADO PLS 38793
FOR AND ON BEHALF OF
SURVWEST, LLC
(720)259-9316
6501 E. BELLEVUE AVE, SUITE 300
ENGLEWOOD, CO 80111



SURVWEST PROJECT NO.		P230047
ADD'L INFO:		
DRAWING NAME:		P230047-JPPHA Legal Exhibit SE
REVISION:	REV DESC:	

SURVWEST | SURVEY MAPPING
UTILITY/SURVEY
REAL ESTATE
720.259.9316 6501 E Bellevue Ave, Suite 300
www.survwest.com Englewood, CO 80111

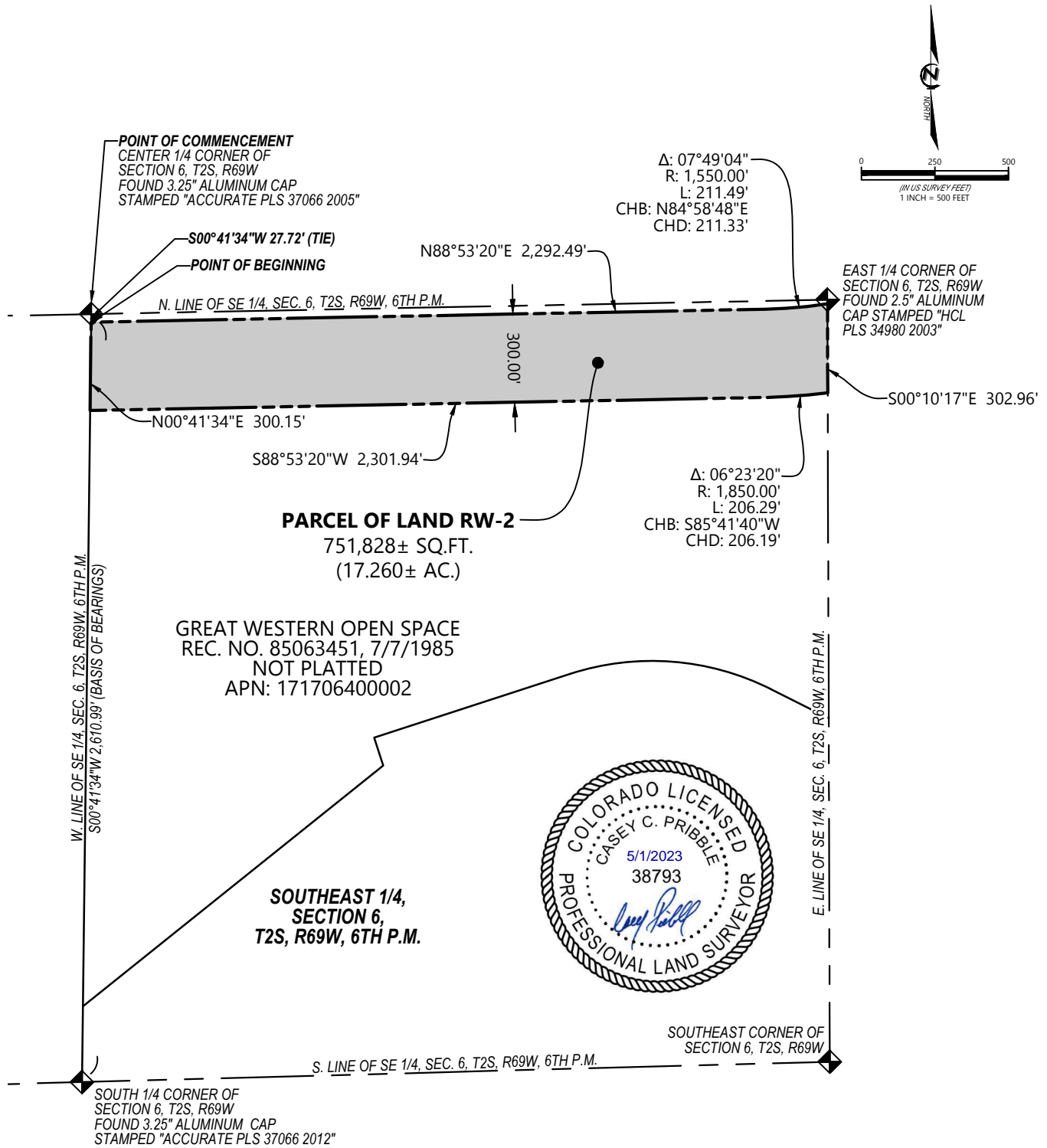
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE:

**PARCEL OF LAND
RW-2**


DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	N/A	1 OF 2

EXHIBIT A



NOTE: THIS IS NOT A MONUMENTED SURVEY

SURVWEST PROJECT NO. P230047	
ADD'L INFO:	
DRAWING NAME: P230047-JPPHA Legal Exhibit SE	
REVISION:	REV DESC:



SURVWEST | SURVEY MAPPING
UTILITY & REAL ESTATE

720.259.9316 6501 E Bellevue Ave, Suite 300
www.survwest.com Englewood, CO 80111

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO				
TITLE: PARCEL OF LAND RW-2				
DWN: CP	CHK'D RI	DATE: 5/1/2023	SCALE: 1"=500'	SHEET NO: 2 OF 2

EXHIBIT A

A PARCEL OF LAND (RW-1), BEING A PART OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED AT RECEPTION NO. 85063452 IN THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3.25 INCH ALUMINUM CAP FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SOUTH 00°41'34" WEST, A DISTANCE OF 27.72 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°41'34" WEST, A DISTANCE OF 300.15 FEET;
THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 597.53 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
THENCE ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 45°55'23", A RADIUS OF 2,050.00 FEET, AN ARC LENGTH OF 1,643.09 FEET,
AND A CHORD WHICH BEARS SOUTH 65°55'39" WEST, A DISTANCE OF 1,599.46 FEET;
THENCE SOUTH 29°43'48" WEST, A DISTANCE OF 454.51 FEET;
THENCE SOUTH 18°41'37" EAST, A DISTANCE OF 193.10 FEET;
THENCE SOUTH 01°24'12" WEST, A DISTANCE OF 280.15 FEET;
THENCE SOUTH 15°00'08" WEST, A DISTANCE OF 185.44 FEET;
THENCE SOUTH 25°27'25" WEST, A DISTANCE OF 321.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 25°48'32", A RADIUS OF 489.00 FEET, AN ARC LENGTH OF 220.27 FEET, AND A CHORD WHICH BEARS SOUTH 12°33'09" WEST, A DISTANCE OF 218.41 FEET;
THENCE SOUTH 00°21'07" EAST, A DISTANCE OF 76.05 FEET;
THENCE SOUTH 89°26'03" WEST, A DISTANCE OF 63.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF INDIANA STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°33'57" WEST, A DISTANCE OF 1,482.65 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 56°22'34", A RADIUS OF 2,350.00 FEET, AN ARC LENGTH OF 2,312.28 FEET, AND A CHORD WHICH BEARS NORTH 60°42'03" EAST, A DISTANCE OF 2,220.13 FEET;
THENCE NORTH 88°53'20" EAST, A DISTANCE OF 606.98 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 1,153,037 SQUARE FEET OR 26.470 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, WITH A GRID BEARING OF SOUTH 00°41'34" WEST BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2005", AND THE SOUTH 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2012", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

CASEY C. PRIBBLE
COLORADO PLS 38793
FOR AND ON BEHALF OF
SURVWEST, LLC
(720)259-9316
6501 E. BELLEVIEW AVE, SUITE 300
ENGLEWOOD, CO 80111



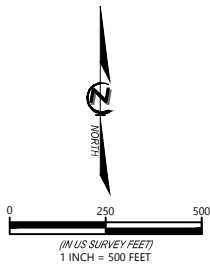
SURVWEST PROJECT NO.		P230047
ADD'L INFO:		
DRAWING NAME:		P230047-JPPHA Legal Exhibit SW
REVISION:	REV DESC:	



A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE:				
PARCEL OF LAND RW-1				
DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	N/A	1 OF 2

EXHIBIT A



PARCEL OF LAND RW-1
1,153,037± SQ.FT.
(26.470± AC.)

POINT OF COMMENCEMENT
CENTER 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND 3.25" ALUMINUM CAP
STAMPED "ACCURATE PLS 37066 2005"

S00°41'34"W 27.72' (TIE)

POINT OF BEGINNING

N88°53'20"E 606.98'

WEST 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND NO. 3 REBAR

N. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

Δ: 56°22'34"
R: 2,350.00'
L: 2,312.28'
CHB: N60°42'03"E
CHD: 2,220.13'

INDIANA ST
(R/O/W WIDTH VARIES)

W. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

300.00'

S88°53'20"W 597.53'

S00°41'34"W 300.15'

Δ: 45°55'23"
R: 2,050.00'
L: 1,643.09'
CHB: S65°55'39"W
CHD: 1,599.46'

GREAT WESTERN OPEN SPACE
REC. NO. 85063452, 7/7/1985
NOT PLATTED
APN: 171706300001

**SOUTHWEST 1/4,
SECTION 6,
T2S, R69W, 6TH P.M.**

E. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.
S00°41'34"W 2,610.99' (BASIS OF BEARINGS)

N00°33'57"W 1,482.65'

S29°43'48"W 454.51'

S18°41'37"E 193.10'

S01°24'12"W 280.15'

S15°00'08"W 185.44'

S25°27'25"W 321.24'

Δ: 25°48'32"
R: 489.00'
L: 220.27'
CHB: S12°33'09"W
CHD: 218.41'

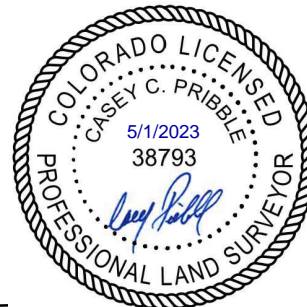
S89°26'03"W 63.49'

S00°21'07"E 76.05'

S. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

SOUTHWEST CORNER OF
SECTION 6, T2S, R69W

SOUTH 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND 3.25" ALUMINUM CAP
STAMPED "ACCURATE PLS 37066 2012"



NOTE: THIS IS NOT A MONUMENTED SURVEY

SURVWEST PROJECT NO.	P230047
ADD'L INFO:	
DRAWING NAME:	P230047-JPPHA Legal Exhibit SW
REVISION:	REV DESC:

SURVWEST | SURVEY MAPPING
UTILITY & REAL ESTATE

720.259.9316 6501 E Bellevue Ave, Suite 300
www.survwest.com Englewood, CO 80111

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE:

**PARCEL OF LAND
RW-1**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	1"=500'	2 OF 2

EXHIBIT E to the WITHDRAWAL AGREEMENT

Mitigation and Monitoring Program During construction on the Rocky Flats Transportation Corridor Portion of the Jefferson Parkway

I. Background.

The Rocky Flats Transportation Corridor (“Corridor”) is the eastern edge of the former Rocky Flats Site. It is a 300-foot-wide strip of land along the west side of Indiana Street. In preparation for the construction of the Jefferson Parkway within the Corridor, the following actions are needed to ensure protection of public health and the environment during construction. Controlling fugitive dust is crucial to minimizing the potential for airborne radioactive particles. Several best management practices for sampling, monitoring, mitigation of fugitive dust, and msettonitoring and management of runoff and any construction dewatering have been developed as well as methods for providing access to monitoring data to the public.

Construction of the Jefferson Parkway will require JPPHA to obtain Air Quality permits and Storm Water discharge permits from Colorado Department of Public Health and Environment (“CDPHE”), and a Materials Management Plan approved by CDPHE. and Jefferson County prior to commencement of construction. JPPHA, including any contractor hired for work related to construction (“Contractor”), agrees to implement the “Best Practices” set forth in Section III below, which may be above and beyond those Best Practices legally required by permits that must be obtained by JPPHA prior to the commencement of construction.

JPPHA will comply with all state and federal laws and regulations applicable to preconstruction and construction activities for the Jefferson Parkway, specifically including those related to radioactive testing and materials. JPPHA will obligate its Contractors to comply with this Mitigation and Monitoring Program.

II. Terms not Otherwise Defined.

A. Commencement of Construction. The term Commencement of Construction shall mean and include, but not be limited to: clearing, sampling, grading, or other ongoing construction activities which disturb soils in the Corridor in conjunction with the building, erection, fabrication and other similar associated activities intended to produce the Jefferson Parkway. Commencement of Construction shall not include Preconstruction Activities.

B. Preconstruction Activities. The term Preconstruction Activities as used herein shall include, but not be limited to, the following activities generally occurring prior to Commencement of Construction for the Jefferson Parkway and not disturbing soils: strategic and other planning, feasibility studies, financial studies, schematic, preliminary or final design work, securing permits, right-of-way acquisition (if any), utility locations, long lead time materials procurement, other procurement activities and negotiation of various contracts with engineering, design, or construction contractors or consultants.

III. Best Practices.

A. Dust Control Best Practices

1. Disturbed areas will be limited to the extent possible. No more than 20 acres will be disturbed at any one time.
2. Disturbed areas will be watered frequently to minimize any dust.
3. All contractors shall provide fugitive dust control arising from operations. All contractors shall dustproof the work area by sprinkling with water or other dewatering/dust control materials which are accepted as safe and commonly used in the construction industry.
4. All unpaved roads and other disturbed surface areas on site must be treated with chemical stabilizer per manufacturer's recommendations before activity in those areas begins, and as needed to maintain dust control. Such chemical stabilizer must be accepted as safe and commonly used in the construction industry.
5. Vehicle speed on all disturbed areas shall not exceed a maximum of 15 mph. Speed limit signs shall be posted.
6. No earthwork activities shall be performed when the wind speed exceeds 25 miles per hour.
7. All areas that have achieved final grade will be promptly covered with matting or other material or comparable method that will reduce or eliminate fugitive dust.
8. Saturate all disturbed areas as needed to prevent visible particulate matter.
9. All unpaved disturbed areas shall be revegetated as soon as seasons and conditions allow. Revegetation must occur within one year of site disturbance.
10. Mud and dirt carryout to paved areas shall be cleaned up daily.

B. Air Quality Monitoring Best Practices

1. Air quality monitoring stations will be established prior to the Commencement of Construction at three locations, to include on the east side of Indiana Street. Such locations will be selected by JPPHA, in consultation with CDPHE, to provide adequate representative samples and should be located downwind of operations.
2. An air quality monitoring station will be established at one community location to the east of Indiana Street, within 1-mile, generally towards Stanley Lake.
3. An air quality monitoring station will be established at one background to the west of Indiana Street, within 1 mile.
4. Sampling should be conducted with calibrated hi-volume total suspended particulate samplers operating continuously with samples taken and filters changed once per week. Each weekly sample will be tested, analyzed, and results promptly reported to CDPHE.
5. All sampling and testing must meet scientifically established sampling and testing methods and be conducted in a manner to adequately capture potential contaminants. All testing information and results shall be promptly provided to CDPHE for review and analysis.
6. Sampling should begin at least two weeks prior to commencement of construction and will be conducted on a weekly basis during construction.
7. Samples will be analyzed for radionuclides, to include gross alpha/beta, and isotopic testing for uranium and plutonium.
8. Sampling and data collected shall be reviewed monthly by a qualified third party recommended by CDPHE.
 - a. If air sampling results indicate readings at a level that a qualified third party engaged by JPPHA based on recommendations provided by CDPHE or CDPHE determines would likely result in an individual onsite (construction worker) or an individual offsite being

Mitigation and Monitoring Program

exposed to more than 25 millirem per year if operations continued, JPPHA shall halt construction operations and consult with appropriate agencies on a plan to further reduce emissions and prevent future exceedances. Construction activities may restart after consultation with, and approval of, CDPHE.

C. Soils Sampling Best Practices and Materials Management Plan

JPPHA or its Contractor shall develop a soils sampling plan (“SSP”) specific to each area to be disturbed prior to the Commencement of Construction. The SSP will be submitted to CDPHE for review and approval prior to the Commencement of Construction.. If any of JPPHA’s surface soil sampling results are at or above 50 pCi/g of plutonium-239/240, then JPPHA shall immediately cease construction within that disturbed area and advise CDPHE within 72 hours of receiving the analytical results. JPPHA shall advise any other state or federal agency as required by law or regulation. JPPHA or its Contractor shall then take the following actions:

1. Analyze an additional aliquot from the same part of the soil sample using both the carbonate fusion and acid digestion methods described in “*Sampling and Analysis Plan Jefferson Parkway Right-of-Way, Rocky Flats National Wildlife Refuge,*” prepared for Jefferson Parkway Public Highway Authority by Engineering Analytics, Inc., dated April 2019. Any single result that exceeds the 50 pCi/g standard will require immediate cessation of construction in the disturbed area where the exceedance is found.
2. JPPPHA or its Contractor shall conduct additional soil sampling, including step-out sampling if and as required by CDPHE,. If the results of this additional sampling indicate more than a single exceedance of the 50 pCi/g of plutonium-239/240 in surface soils , JPPHA shall cease construction in the disturbed area, or any larger area as determined by CDPHE, as needed to protect public health and safety. JPPHA or its Contractor will develop and implement a plan to (i) manage any soils exceeding the 50 pCi/g of plutonium-239/240 in surface soil concentration, and (ii) remediate, if and as required by CDPHE or any other state or federal agency, any soils in the location of any such exceedance.

D. Materials Management Plan and Best Practices

1. JPPHA’s Contractor shall submit a Materials Management Plan for CDPHE review and approval.
2. All excess soils removed from a disturbed area on the Corridor shall not be removed from the Corridor during construction but rather stored at the northerly end. All best practices and dust control measures for soils shall be applied.
3. To the maximum extent possible, soils removed from a disturbed area will be reused in the final grading plan.
4. Any remaining excess soils will be appropriately graded and revegetated in an undisturbed portion of the Corridor.
5. All contaminated soils will be properly disposed of in accordance with state and federal law and regulations.

E. Public Involvement Best Practices

1. JPPHA shall post a monthly report summarizing and discussing the prior month’s construction, monitoring, and sampling activities, including verified third-party monitoring/sampling results, on its website to ensure public access to the latest environmental monitoring information.

Mitigation and Monitoring Program

2. If ongoing construction activity in the Corridor is suspended because of soil sampling results in excess of 50 pCi/g or unacceptable fugitive dust readings as determined by CDPHE (set forth in subsection C), JPPHA shall post notice of the construction suspension on its website within 48-hours of such suspension. JPPHA shall notify any state or federal agencies as required by law or regulation.

[END]