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Tuesday, January 13, 2026, 6:00 PM  
Council Chambers  
One DesCombes Drive  
Broomfield, CO 80020

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

[View Correspondence](#)

[View Presentations](#)

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## **1. Meeting Commencement**

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

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## **2. Petitions and Communications**

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## **3. Councilmember Reports**

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## **4. Public Comment**

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## **5. Reports**

- 5.A. 2026 Colorado General Assembly Legislative Session Preview

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## **6. Consent Items**

- 6.A. Minutes for Approval
- 6.B. Resolution - Designating the Public Place for Posting Notices of Public Meetings
  - Resolution No. 2026-01 designating the Public Place for Posting Notices of Public Meetings
- 6.C. Resolution - Continuation of the Tenant-Based Rental Assistance (TBRA) Program
  - Resolution 2026-02 approving the 2026 HOME Investment Partnership Program Agreement with the City of Boulder, as the Lead Agency for the Boulder-Broomfield HOME consortium, for Tenant-Based Rental Assistance
- 6.D. Resolution - Intergovernmental Agreements with the Colorado Judicial Department for the annual provision of a juror list
  - Resolution No. 2026-04 approving the 2026 Juror List Intergovernmental Agreement (IGA) with the Colorado Judicial Department and Delegating Authority for Future Juror List IGAs

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## **7. Action Items**

- 7.A. Public Hearing-Ordinance Second Reading -Approving a Business Investment Agreement with GLC Health Ventures, LLC
    - Ordinance NO 2282 approving A Business Investment Agreement with GLC Health Ventures
  - 7.B. Public Hearing - Ordinance - Second Reading - Update Landscape Code - Non-Functional Turf
    - Ordinance No. 2291 update the Landscape Code, Chapter 17-70 relating to turf and other related revisions
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7.C. Ordinance First Reading - Amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles

— Ordinance No. 2293 amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles

7.D. Ordinance First Reading - Amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield

— Ordinance No. 2283 amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield

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

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## **9. Adjournment**

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

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

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



*Date Posted: January 13, 2026*



## BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:**

**Meeting Date:** Tuesday, January 13, 2026, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6A.

**Subject:** Minutes for Approval

**Goals:** N/A

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### Overview

[View Correspondence](#) and visit BroomfieldVoice.com (link to project page OR remove if not applicable)

[View Presentation](#)

Approval of Minutes for Regular Council Meetings of December 2 and December 9, 2025.

### **Attachments**

[Minutes of December 2, 2025 - City Council Transition Meeting \(1\).pdf](#)

[Minutes of December 2, 2025.pdf](#)

[Minutes of December 9, 2025.pdf](#)

# Minutes for the City Council Transition Meeting

One DesCombes Drive, Broomfield, CO 80020

December 2, 2025, 6:00 PM - 7:05 PM

## Roll Call:

*Mayor Castriotta asked the Clerk to call the roll for the City Council*

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

## Also Present:

- **Jennifer Hoffman**, City and County Manager
- **Anna Bertenzetti**, Deputy City and County Manager
- **Dan Casey**, Deputy City and County Manager
- **Nancy Rodgers**, City and County Attorney
- **Tasha Reynolds**, City and County Clerk Administrator
- And various staff members

## 1. Meeting Commencement

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1.A. Pledge of Allegiance - 6:05 PM

## 2. Recognition of Outgoing Councilmembers 6:06 PM

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Mayor Castriotta recognized Councilmember Marsh-Holschen, Councilmember Leslie, and Mayor Pro Tem Shaff.

## 3. Swearing-in Ceremony 6:53 PM

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The Honorable Amy Bockman, Presiding Municipal Court Judge, administered the Oaths of Office for Mayor Guyleen Castriotta, and Councilmembers Julie Twiss, Austin Ward, Sarah Braun, Sean McKenzie, and Todd Cohen.

*Council took a break at 7:05 PM and reconvened at 7:55 PM.*

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

December 2, 2025, 7:56 PM - December 2, 2025, 8:14 PM

### Roll Call:

*Mayor Castriotta asked the Clerk to call the roll for the new City Council*

- **Guyleen Castriotta**, Mayor
- **Kenny Van Nguyen**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Sarah Braun**, Ward 3
- **Jean Lim, Mayor Pro Tem**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

### Also Present:

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

## 1. Meeting Commencement

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1.A. Review and Approval of Agenda- 7:56 PM

## 2. Organizational Matters

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2.A. City Council Election of Mayor Pro-Tem- 7:57 PM

Councilmember Henkel nominated Councilmember Lim for Mayor Pro Tem. The nomination was seconded by Councilmember Anderson.

Councilmember Lim was elected as Mayor Pro Tem by a unanimous vote.

## 3. Council Reports

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#### 4. Public Comment

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#### 5. Reports

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5.A. Holiday Tree Lighting Presentation- 8:03 PM

#### 6. Consent Items

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Councilmember Ward moved to approve Consent Item 6A. The motion was seconded by Councilmember Henkel and passed 10-0.

6.A. Minutes for Approval- 8:07 PM

#### 7. Action Items

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7.A. Resolution - Rescheduling Certain Regularly Scheduled Meetings of the City Council for 2026- 8:08 PM

Councilmember Henkel moved to approve Resolution 2025-156 Rescheduling Certain Regularly Scheduled Meetings of the City Council for 2026. The motion was seconded by Councilmember Nguyen and passed 10-0.

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

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#### 9. Adjournment

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#### **APPROVED:**

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Mayor Castriotta

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Office of the City and County Clerk

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

December 9, 2025, 6:01 PM - December 9, 2025, 7:52 PM

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

- **Guyleen Castriotta**, Mayor
- **Kenny Van Nguyen**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Sarah Braun**, Ward 3
- **Jean Lim, Mayor Pro Tem**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

### Also Present:

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

### 1. Meeting Commencement

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1.A. Pledge of Allegiance- 6:01 PM

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

### 2. Petitions and Communications

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2.A. Proclamation Honoring Senator Faith Winter- 6:02 PM

### 3. Councilmember Reports

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### 4. Public Comment

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### 5. Reports

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## 6. Consent Items

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

6.A. Resolution - Proposed Revised 2025 Budget Third Amendment- 6:24 PM

6.B. Resolution - Board of Equalization (BOE) for Approval of Mutual Agreements for Abatements over \$10,000- 6:24 PM

6.C. Resolution - Intergovernmental Agreement (IGA) with Jefferson County for Snow & Ice Material Storage- 6:24 PM

6.D. Resolution - County Road 7 Renaming to Promenade Street- 6:24 PM

6.E. Resolution - Broomfield/Flatiron Crossing Sign Along US 36- 6:24 PM

6.F. Resolution - Renewal of Badger Water Meters- 6:24 PM

6.G. Resolution - Intergovernmental Agreement (IGA) with North Metro Fire Rescue District - 6:24 PM

## 7. Action Items

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7.A. Public Hearing - Knudson Airpark 36 Site Development Plan- 6:32 PM

Public Hearing was opened at 6:32 PM and closed at 6:45 PM

Councilmember Henkel moved to approve Resolution No. 2025-165 approving the Knudson Subdivision Filing No. 1, Lot 3 (Airpark36) Site Development Plan Amendment. The motion was seconded by Councilmember Delgadillo and passed 10-0.

7.B. Resolution - Utility Pipe Rehabilitation- 6:46 PM

Councilmember Henkel moved to approve Resolution No. 2025-127 authorizing and approving a Sewer and Stormwater Rehabilitation Agreement. The motion was seconded by Councilmember Nguyen and passed 10-0.

7.C. Ordinance - First Reading - Update Landscape Code - Non-Functional Turf- 7:14 PM

Councilmember Henkel moved to approve on first reading and order published in full Ordinance No. 2291 - An Ordinance to update the Landscape Code, Chapter 17-70 relating to turf and other related revisions. The motion was seconded by Councilmember Braun and passed 10-0.

7.D. Ordinance First Reading - Approving an Investment Agreement with GLC Health Ventures -  
7:27 PM

Councilmember Ward moved to approve on first reading and order published in full Ordinance No. 2282 - An ordinance to approve an Investment Agreement with GLC Health Ventures. The motion was seconded by Councilmember Delgadillo and passed 10-0.

7.E. Council Discussion of and Self Appointments to Boards, External Organizations and  
Committees- 7:42 PM

Councilmember Henkel moved to approve the slate for Council Self Appointments to Vacant Positions on Boards, External Organizations and Committees as presented. The motion was seconded by Councilmember Nguyen, and passed 10-0.

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

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**9. Adjournment**

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**APPROVED:**

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Mayor Castriotta

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Office of the City and County Clerk



# City and County of Broomfield

## City Council Regular Meeting

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### B. Resolution - Designating the Public Place for Posting Notices of Public Meetings

Meeting	Agenda Group
Tuesday, January 13, 2026, 6:00 PM	Consent Items Item: 6B.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

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

### Attachments

[Memo for Resolution No. 2026-01 Designating the Public Place for Posting Notices of Public Meetings as Required by Colorado's Open Meetings Law.pdf](#)  
[Resolution 2026-01.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

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

Resolution No. 2026-01 continues to designate Broomfield's website as the place of posting for public meetings, and in the event the City Clerk is unable to post on the website, notice is required to be posted in the lobby of the George Di Ciero City and County Building.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

[January 14, 2025](#) City Council approved Resolution No. 2024-01 designating the City and County of Broomfield website as the place for posting public meetings. Each year prior, Council has made a designation at the start of the year.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

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

**That Resolution 2026-01 be adopted.**

## Alternatives

Select another meeting notice site.

# RESOLUTION NO. 2026-01

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

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

## Section 1.

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

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

## Section 2.

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

## Section 3.

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

APPROVED on January 13, 2026.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



# BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Lisa Sacker, Housing Programs Manager

**Meeting Date:** Tuesday, January 13, 2026, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6C.

**Subject:** Resolution - Continuation of the Tenant-Based Rental Assistance (TBRA) Program

- Resolution 2026-02 approving the 2026 HOME Investment Partnership Program Agreement with the City of Boulder, as the Lead Agency for the Boulder-Broomfield HOME consortium, for Tenant-Based Rental Assistance

**Goals:** Financial Sustainability and Resilience

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## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution 2026-02 - Authorizes the continuation of the Tenant-Based Rental Assistance (TBRA) Program to continue providing rental assistance and self-sufficiency support to income-eligible Broomfield residents using HOME funds.

### **Attachments**

[Memo-TBRA 2026 Contract Renewal\\_01.13.2026.pdf](#)

[Resolution 2026-02\\_TBRA Contract Renewal\\_01.13.26\\_.pdf](#)

[2026 HOME Agreement for Broomfield TBRA - w Appendix A & B Rev2\\_Boulder & CCOB CAO appvd\\_01.07.26.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield is a member of the Boulder Broomfield Regional HOME Consortium, which is led by the City of Boulder and receives federal HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). As the lead agency, Boulder allocates these funds to members like Broomfield, retaining 10% for administrative costs. To receive its allocation, Broomfield executes an agreement with the City of Boulder entitled the HOME Investment Partnership Program Agreement (the “HOME Agreement”).

Historically, Broomfield receives an average annual allocation of about \$100,000, which has funded the Tenant-Based Rental Assistance (TBRA) Program. Launched in 2006, TBRA has served more than 100 households. Enrollment declined during the COVID-19 pandemic due to widespread state and federal Emergency Rental Assistance Program ([ERAP](#)) funding, resulting in unused HOME funds. In 2023, Broomfield collaborated with Boulder to retain these funds within the Consortium. Council approved a similar agreement that year for a \$200,000 allocation ([Resolution 2023-89](#)), which took two years to fully expend.

Recently, the TBRA program expanded to include older adults - a population identified in the [Broomfield Housing Needs Assessment](#) as experiencing rapidly increasing housing insecurity. This expansion was highly effective, helping to spend down the allocation, meet federal timeliness requirements, and provide increased stability to several senior households. The Housing and Self-Sufficiency Divisions will keep TBRA programming responsive to the City’s current housing and self-sufficiency priorities.

The proposed 2026 HOME Agreement authorizes the HOME allocations, \$117,187.20 (2023), and \$98,730.00 (2024), totaling \$215,917.20, to be utilized for the 2026 TBRA Program. A 10% program administrative fee of \$21,591.72 is retained by the City of Boulder, resulting in \$194,325.48 provided by the grantor for the Broomfield 2026 TBRA Program. It is anticipated that by the end of 2026, all COVID-related surplus funding will be utilized, and Broomfield will return to receiving its typical HOME allocation of approximately \$100,000 annually.

The current funding (2022 rollover in the financial considerations) allows for rents to be paid through January 2026. Resolution 2026-02 is presented to Council to approve the 2026 HOME Agreement and ensure uninterrupted TBRA program operations. TBRA currently assists 22 households. New applications will open as current participants complete their two-year term, with the number of new households determined by available funding.

## Financial Considerations

The Broomfield Housing Division receives the Federal HOME Investment Partnership Program (HOME) funding from the Consortium and passes it on to the Department of Human Services, specifically the Self-Sufficiency Division, to administer the program. As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Fund: Boulder-Broomfield HOME Consortium - 01-83100-53790 G23HA03	\$240,109.74
<ul style="list-style-type: none"> <li>2024 HOME Allocation - \$ 98,730.00</li> <li>2023 HOME Allocation - \$117,187.20</li> <li>2022 Rollover - \$ 24,192.54 (funds authorized in 2025; no admin fee)</li> </ul>	
<b>Total Sources of Funds</b>	<b>\$240,109.74</b>
Expense: 2026 Tenant-Based Rental Assistance Program - 01-83100-53790 G23HA03	
<ul style="list-style-type: none"> <li>2023 and 2024 HOME Allocation</li> <li>2022 Rollover Funds (rollover from 2025; prog admin on these funds pd in 2025)</li> </ul>	-\$194,325.48 -\$ 24,192.54
Expense: City of Boulder - 10% Program Admin Fee (2023/2024 only)	-\$21,591.72
<b>Projected Balance</b>	<b>\$0</b>

## Prior Council or Other Entity Actions

January 28, 2025 - [Resolution 2025-42](#) - Authorizing the use of federal HOME Investment Partnership Program funds received through the Boulder-Broomfield Regional HOME Consortium to continue the Tenant-Based Rental Assistance Program for 2025.

June 13, 2023 - [Resolution 2023-89](#) -Authorizing the 2023 Subrecipient Agreement between the City of Boulder, as the Lead Agency for the Boulder-Broomfield Regional HOME Consortium, and the City and County of Broomfield for Tenant-Based Rental Assistance

March 12, 2019 [Resolutions 2019-62 and 2019-63](#) - Approving the Intergovernmental Agreement establishing the Consortium and approving the 2019 Subrecipient Agreement between Boulder and CCOB

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to authorize the 2026 HOME Agreement, the appropriate motion is...  
**That Resolution 2026-02 be adopted.**

## Alternatives

Do not approve the 2026 HOME Agreement. If this occurs, the City and County of Broomfield will not be authorized to continue to participate in the Tenant-Based Assistance Program.

# RESOLUTION NO. 2026-02

A Resolution Approving the 2026 HOME Investment Partnership Program Agreement with the City of Boulder, as the Lead Agency for the Boulder-Broomfield HOME consortium, for Tenant-Based Rental Assistance

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

## Section 1.

The 2026 HOME Investment Partnership Program Agreement attached hereto by and between the City and County of Broomfield and the City of Boulder, as the Lead Agency for the Boulder-Broomfield Regional HOME Consortium, for up to \$215,917.20 in the Tenant-Based Rental Assistance Program, is hereby approved.

## Section 2.

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

## Section 3.

The City and County Manager or a designee thereof is authorized to sign any additional documents needed to finalize this Agreement, in a form approved by the City and County Attorney, that are not inconsistent with this Resolution.

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

Approved on January 13, 2026

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

**HOME AGREEMENT  
(Tenant Based Rental Assistance)**

This HOME Investment Partnership Program AGREEMENT (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2026 (“Effective Date”) by and between the City of Boulder, a Colorado home rule city, (the “City”), as the Lead Entity for the Boulder-Broomfield Regional HOME Consortium (the “Consortium”), and the City and County of Broomfield (the “Consortium Member”). The City and the Consortium Member may be referred to each as a party and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City allocated \$215,917.20 in HOME Investment Partnership Funds to the Consortium Member to administer the Tenant Based Rental Assistance (“TBRA”) Program (the “Program”) located in the City and County of Broomfield.

**WHEREAS**, the City is the Lead Entity of the Consortium, a participating jurisdiction under the HOME Investment Partnership Program (“HOME Program”) that receives HOME Program funds from the U.S. Department of Housing and Urban Development (“HUD”) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 *et seq.*, (the “Act”) and 24 CFR Part 92;

**WHEREAS**, the purpose of the HOME Program is to increase the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income households;

**WHEREAS**, among the eligible uses of HOME Program funds is the provision of TBRA;

**WHEREAS**, the Consortium seeks to dedicate a portion of its HOME Program allocation to the Consortium Member to administer its TBRA program to assist eligible low- and very low-income households to pay rent and other eligible housing costs;

**WHEREAS**, the Consortium Member has heretofore expressed its intent to assume responsibility from the Consortium with HOME Program funds in accordance with HOME Program regulations;

**WHEREAS**, HUD requires the City to execute a HOME Program agreement with the Consortium Member prior to the allocation of HOME Program funds.

**NOW, THEREFORE**, in consideration of the matters set forth above and below, the parties agree as follows.

**DEFINITIONS**

- A. *Commitment* means the legally binding written agreement to provide tenant-based rental assistance between the City, the owner, and the tenant; the rental assistance contract may

be a single tri-party agreement or two separate agreements, one between the City and owner and one between the City and the tenant.

- B. *Program Guidelines* are the policies and procedures that will be followed to ensure compliance with HOME Program regulations specific to the TBRA program.
- C. *National Standards for the Physical Inspection of Real Estate* (“NSPIRE”) are the HUD minimum quality standards for tenant-based programs. NSPIRE standards are required both at initial occupancy and during the term of the lease. NSPIRE standards apply to the building and premises, as well as the unit.
- D. *Rental Assistance Contract* means the committing document for HOME Program tenant-based rental assistance in the form attached as Appendix B. The contract is between the City, Consortium Member, the owner and the tenant.
- E. *HOME Tenant Based Rental Assistance Tenancy Addendum* means the tenant protections outlined in 24 CFR 92.253.

## COVENANTS

1. Program Description: The Consortium Member administers a TBRA program that provides rental, utility and deposit assistance to eligible low-or very low-income households (the “Program”). Units occupied by TBRA recipients must be located in the City and County of Broomfield and must comply with Program requirements and property standards. The City and Consortium Member will execute a HOME Program Rental Assistance Contract with the owner and tenant in substantially the same form found on the HUD Exchange.
2. HOME Award: Subject to the terms of this Agreement, the Consortium agrees to provide up to \$215,917.20 of (\$117,187.20 in 2023 and \$98,730 in 2024) HOME Program funds to the Consortium Member in paying for costs associated to administer the HOME Program:

Tenant Based Rental Assistance:	\$215,917.20
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Program Administration <u>due to the City of Boulder</u> (10% of HOME Award):	\$21,591.72
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3. Purpose of Agreement: The purpose of this Agreement is to set forth the terms and conditions under which the City shall grant HOME Program funds to the Consortium Member for its Program. This Agreement sets forth the rights and responsibilities of both parties in connection with the Program. In this Agreement, the Consortium Member acknowledges that it must adhere to all applicable laws, assurances, regulations and guidelines associated with the Program. The City, as the Lead Entity, is responsible for providing oversight of the operations of the Program, ensuring that HOME Program funds are used in accordance with all Program requirements and written agreements, and taking appropriate action when performance problems arise. The City will, at a minimum, annually review the performance and compliance of the Consortium Member. The City will review

written policies, procedures and systems to monitor the Program and ensure compliance with all Program requirements.

4. Match Contribution: The Consortium Member agrees to provide matching funds in an amount equal to no less than 25 percent of the total HOME Program funds drawn down for all project costs except administration. The match obligation may be met with any of the following specific sources:
  - a. Cash or cash equivalents from a non-federal source;
  - b. Value of waived taxes, fees or charges associated with HOME Program projects;
  - c. Value of donated land or real property;
  - d. Cost of infrastructure improvements associated with HOME Program projects;
  - e. A percentage of the proceeds of single- or multi-family housing bonds issued by state, state instrumentality or local government;
  - f. Value of donated materials, equipment, labor and professional services; and
  - g. Sweat equity.

The Consortium Member acknowledges and agrees that the City shall not be responsible for providing the Consortium Member with any funds to meet the Consortium Member's matching requirements.

5. Duration of Agreement: The duration of this Agreement shall commence upon the full execution of this Agreement and is in effect for up to four years from the Effective Date of this Agreement to fully expend HOME Program funds. If the Program fails to fully expend HOME Program funds within the four-year period, any remaining HOME Program funds shall be returned to the City.
6. City Role & Responsibilities: The City is responsible to HUD for the operation of the HOME Program and compliance with applicable federal requirements outlined in 24 CFR Part 92. This will include, but is not limited to the following:
  - a. Environmental Review: The City will complete necessary environmental reviews pursuant to 24 CFR 92.352 and 24 CFR Part 58. In no case will the Consortium Member execute a Rental Assistance Contract with respect to a specific unit to be assisted without notification from the City that the environmental review for the Program has been completed.
  - b. Rental Assistance Contract: The City will execute a Rental Assistance Contract with the Consortium Member, owner and tenant. The term of the HOME Program funded rental assistance may not exceed 24 months.
  - c. IDIS Setup, Drawdown & Completion: The City will enter Program set-up, drawdown and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS").

- d. Financial Reimbursements: The City will process reimbursement requests and remit payment within 30 days of receipt. The requests will be considered complete once all forms and backup documentation are submitted by the Consortium Member and deemed accurate and sufficient by the City for proper documentation.
  - e. Monitoring: The City will complete monitoring of the Consortium Member's performance under this Agreement and will provide a written notice to the Consortium Member at least 30 calendar days prior to all monitoring reviews. Monitoring results will be submitted to the Consortium Member within 30 days of completion of the monitoring.
7. Consortium Member Roles & Responsibilities: The Consortium Member is responsible for the design and implementation of the Program, including marketing the Program to potential applicants. The Consortium Member shall implement the Program in compliance with Program Guidelines and all applicable federal requirements. In its role, the Consortium Member is responsible for the following:
- a. Program Guidelines: The Consortium Member shall develop and implement Program Guidelines to address all relevant HOME Program requirements. Processes and procedures to be addressed in the Program Guidelines include, but are not limited to, the following:
    - i. Marketing and outreach, including development of an affirmative marketing plan in conformance with 24 CFR 92.
    - ii. Developing a Tenant Selection Plan in accordance with 24 CFR 92.253(e).
    - iii. Applicant intake and income eligibility, including all forms and documents necessary to qualify applicants.
    - iv. Facilitation of the TBRA Contract (with HOME Tenant Based Rental Assistance Tenancy Addenda) between the City, Consortium Member, owner and tenant.
    - v. Calculation and documentation of rent reasonableness and utility allowances.
    - vi. Completion of NSPIRE inspections, HQS or equivalent and resolution of failed items, including lead-based paint.
    - vii. Annual recertifications and re-inspections (as applicable).
    - viii. Financial management.
    - ix. Reporting and records management, including documentation of all relevant beneficiary demographic and financial data required to complete the City's Consolidated Annual Performance and Evaluation Report.
  - b. Marketing: Consortium Member will market and advertise the Program pursuant to the Consortium Member's affirmative marketing plan, in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of the Consortium Member that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities.

- c. Tenant Selection Plan: An owner of rental housing assisted with HOME Program funds must comply with the affirmative marketing requirements established by the participating jurisdiction or Lead Entity pursuant to 24 CFR 92.351(a). The owner must adopt and follow written tenant selection policies and criteria that:
- i. Limit the housing to seniors, very low-income and low-income families;
  - ii. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing, not to interfere with the rights and quiet enjoyment of other tenants);
  - iii. Limit eligibility or give a preference to a particular segment of the population if permitted in its written agreement with the participating jurisdiction or Lead Entity (and only if the limitation or preference is described in the participating jurisdiction's or Lead Entity's consolidated plan).
- A. Any limitation or preference must not violate nondiscrimination requirements in 24 CFR 92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 CFR part 574, the Shelter Plus Care program under 24 CFR part 582, the Supportive Housing program under 24 CFR part 583, supportive housing for the elderly or persons with disabilities under 24 CFR part 891), and the limit or preference is tailored to serve that segment of the population.
  - B. If the housing does not receive funding from a federal program that limits eligibility to a particular segment of the population, then the housing may have a limitation or preference for persons with disabilities who need services offered at the housing only if:
    - I. The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;
    - II. Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and
    - III. Such services cannot be provided in a nonsegregated setting. The families must not be required to accept the services offered at the housing. In advertising the housing, the owner may advertise the housing as offering services for a particular type of disability; however, the housing must be open to all

otherwise eligible persons with disabilities who may benefit from the services provided in the housing.

- iv. Do not exclude an applicant with a voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program (24 CFR part 982) or an applicant participating in a HOME Program tenant-based rental assistance program because of the status of the prospective tenant as a holder of such voucher or comparable HOME Program tenant-based assistance document.
  - v. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;
  - vi. Give prompt written notification to any rejected applicant of the grounds for any rejection; and
  - vii. Comply with the Violence Against Woman Act (“VAWA”) requirements prescribed in 24 CFR 92.359.
- d. Targeted Assistance: The Consortium Member may establish a preference for individuals with special needs (e.g., homeless persons or elderly persons) or persons with disabilities. The Consortium Member may offer, in conjunction with the Program, particular types of nonmandatory services that may be most appropriate for persons with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all persons with special needs or disabilities who can benefit from such services. Participation may be limited to persons with a specific disability if necessary to provide housing, aid, benefit, or services as effective as those provided to others in accordance with 24 CFR 8.4(b)(1)(iv).
- e. Tenant Selection: The Consortium Member must select low-income families in accordance with written tenant selection policies and criteria that are based on local housing needs and priorities established in the participating jurisdiction’s or Lead Entity’s consolidated plan.
- f. Preferences: The Consortium Member cannot apply preferences in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a). For example, the Consortium Member may not determine that persons given a preference under the Program are therefore prohibited from applying for or participating in other programs or forms of assistance. Persons who are eligible for a preference must have the opportunity to participate in all programs of the participating jurisdiction or Lead Entity, including programs that are not separate or different.
- g. Maximum Subsidy: The Consortium Member will determine the amount of monthly assistance to pay, which may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction or Lead Entity and 30 percent of a family’s monthly adjusted income.

The Consortium Member must establish a minimum tenant contribution to rent, except that the participating jurisdiction or Lead Entity may establish conditions in its written policies under which a tenant would be relieved of all or a portion of the minimum contribution due to financial hardship. The Consortium Member's rent standard for a unit size must be based on local market conditions or the Section 8 Housing Choice Voucher Program payment standard as determined in accordance with 24 CFR 982.503(a) - (c).

- h. Application Intake & Screening: Develop application materials and establish and implement an application process in accordance with Program Guidelines. Review applications, including income determinations in accordance with the Program Guidelines and HOME Program requirements in 24 CFR Part 92, and notify applicants of their status.
- i. Income Determination: The Consortium Member will conduct income determinations prior to execution of a rental assistance contract in compliance with 24 CFR 92.203. For families applying for or receiving tenant-based rental assistance, the Consortium Member may determine annual income for the family in accordance with either paragraph (a)(3) or (b)(1)(i) of 24 CFR 92.203, as applicable. Income must be calculated at the times described in 24 CFR 92.209(e)(3). Subsequent income determination must be completed upon contract renewal if the term of the initial contract is less than 24 months.
- j. Inspections: Inspect units to ensure they meet the Program's property standards, including, but not limited to, conducting visual assessments of lead-based paint hazards in properties constructed prior to 1978 in accordance with 24 CFR Part 35, ensuring that disturbed paint is repaired, and ensuring that items failing inspection are corrected prior to occupancy.
- k. Program Policies: Apply Program Guidelines and ensure that individual TBRA awards meet all HOME Program requirements.
- l. Rental Assistance Contracts: The Consortium Member will ensure execution of a Rental Assistance Contract among the City, Consortium Member, TBRA recipient and property owner or owner's legal representative, as well as a lease agreement with the HOME Tenant Based Rental Assistance Tenancy Addendum prior to the commitment of any TBRA assistance under the Program. The term limit for a rental assistance contract is 24 months.
- m. Tenant Protections: The tenant must have a lease that complies with the requirements in 24 CFR 92.253. Upon termination of the rental assistance contract, the HOME Tenant Based Rental Assistance Tenancy Addendum shall automatically terminate.
- n. Management of TBRA Recipients and Property Landlord/Owners: During the term of the Rental Assistance Contract with a TBRA recipient and property owner, Consortium Member will address questions, concerns or disputes between the TBRA recipient and property owner and provide clarification of Program Guidelines, federal and HOME Program requirements.

8. Use & Disbursement of HOME Program Funds:

- a. Performance Standards: The Consortium Member will effectuate the Program in conformance with the Program Guidelines and HOME Program regulations.
- b. Anticipated Deliverables: The Consortium Member anticipates providing TBRA to at least 10 eligible households.
- c. Completion Deadline: The Consortium Member must provide the City with all information (i.e., specific TBRA recipient information) necessary for entry into IDIS within 30 days of fully expending HOME Program funds.
- d. Program Income: The City and the Consortium Member agree that the design of the Program does not anticipate receipt of program income as defined in 24 CFR 92.2. If program income is received by the Consortium Member, the Consortium Member must return program income to the City.
- e. Disbursement of Funds: The Consortium Member may request funds under this Agreement only when a written agreement per 24 CFR 92.504(c)(2) has been fully executed, the funds are needed for payment of specific allowable costs (per 24 CFR 92.206), and only in amounts needed to pay such costs as identified in 2 CFR 200. The Consortium Member shall be reimbursed for eligible Program costs after review and approval by the City of invoices and supporting documentation. The Consortium Member may not request disbursement of funds under this Agreement until the funds are needed for reimbursement of eligible Program costs. The amount of each request must be limited to the amount needed.

In no event will the Consortium Member receive disbursements in excess of the total amount of funds authorized by this Agreement. The Consortium Member understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may, at its sole discretion, terminate or amend this Agreement and, in such event, shall not be obligated to pay the Consortium Member. The Consortium Member agrees that it will return to the City any unexpended HOME Program funds provided by the City under this Agreement.

9. Administrative and Program Requirements: In performing under this Agreement, the requirements of 2 CFR part 200 apply to the Consortium Member, except for the following provisions: 2 CFR 200.306, 2 CFR 200.307, 2 CFR 200.311 (except as provided in 24 CFR 92.257), 2 CFR 200.312, 2 CFR 200.329, 2 CFR 200.333, and 2 CFR 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern. While not intended to be an exhaustive list, the Consortium Member acknowledges that the requirements of 2 CFR 200 include compliance with:

- a. Procurement: (Not applicable)
  - b. Audit: The requirement under 2 CFR 200.501 that the Consortium Member must obtain a single audit if, during any given fiscal year, the Consortium Member expends more than \$1,000,000 in federal funds. The Consortium Member is required to submit one copy of the fiscal year audit report covering the Program. The audit reports shall be sent to the City within 30 days after the completion of the audit and no later than 180 days from the end of the Consortium Member's fiscal year.
  - c. Cost Principles: The cost principles included in 2 CFR 200 subpart F, including that any costs charged to the HOME Program be supported by adequate documentation, allocable to the Program, necessary and reasonable.
10. Suspension & Debarment: The Consortium Member represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or consortium member. The Consortium Member represents and warrants that to its knowledge, the Consortium Member and the Consortium Member's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or consortium member.

The Consortium Member must certify that awards are not made to any party, prime contractor and subcontractors which are debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 570.609 and 2 CFR 200.214). The Consortium Member and prime contractor must be registered in the Federal Government's System for Award Management ("SAM") at [www.sam.gov](http://www.sam.gov). The Consortium Member must check SAM and conduct a public search of the prime contractor and all subcontractors before making an award.

11. Compliance with Laws: The financial assistance which is subject to this Agreement is authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 *et seq.*
- a. The Consortium Member shall comply with all applicable provisions of 24 CFR 92 subpart F entitled "Project Requirements" regardless of whether the law or regulation is specifically stated in this Agreement.
  - b. The Consortium Member shall comply with all applicable provisions of 24 CFR subpart H entitled "Other Federal Requirements," which is found attached to this Agreement as Appendix A, regardless of whether the law or regulation is specifically stated in this Agreement.
  - c. The Consortium Member shall comply with all applicable laws and regulations of the federal, state, and municipal governments, including, without limitation, all HUD rules, regulations, and guidelines, except for the environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the City.

12. Conflict of Interest:

- a. In the procurement of supplies, equipment, construction and services by the Consortium Member, the conflict-of-interest provisions, 2 CFR 200, respectively, shall apply. In all cases not governed by the provisions of said regulation, the provisions of subsection (B), below and 24 CFR 93.353 shall apply.
- b. No member of the governing body, officers or employees of the Consortium Member or its designees or agents, or any other persons who exercise any functions or responsibilities with respect to the Program facilitated by this Agreement during the tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Program.

13. Equal Opportunity: The Consortium Member agrees to comply with all the requirements related to fair employment practices to the extent applicable. The Consortium Member will conduct and administer the grant in conformity with 24 CFR 92.350.

14. Lobbying: The Consortium Member certifies to the best of its knowledge and belief that:

- a. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any Consortium Member, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Consortium Member, a member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the undersigned shall complete and submit a disclosure form to report lobbying (Disclosure of Lobbying Activities), in accordance with its instructions.

15. Nondiscrimination & Equal Opportunity: The Consortium Member shall comply with nondiscrimination requirements of 24 CFR 92.350. The Consortium Member agrees that it will utilize and make available the HOME Program funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations include:

- a. The requirements of the Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 and implementing regulations at 24 CFR 107; and

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);

- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the regulations at 24 CFR 146;
  - c. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; and
  - d. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the order at 41 CFR chapter 60.
16. **Affirmative Marketing:** The Consortium Member's policy is to provide information and attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. The procedures followed are intended to further the objectives of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and Executive Order 11063, which prohibits discrimination in the sale, leasing, rent and other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

In accordance with the affirmative marketing regulations of the HOME Program 24 CFR 92.351, the City has established an affirmative marketing plan to ensure that all Consortium Members who are allocated HOME Program funds employ a marketing plan that promotes fair housing and ensures outreach to all potentially eligible households, especially those least likely to apply for assistance.

The Consortium Member must ensure compliance with affirmative marketing responsibilities as enumerated in 24 CFR 92.351. Such procedures are subject to approval of the City. The Consortium Member shall comply with the City's requirements to affirmatively market any HOME Program unit available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability, per the affirmative marketing plan. The Consortium Member agrees, in soliciting tenants, to do the following:

- a. Use the Equal Housing Opportunity logo in all advertising;
- b. Solicit applications for vacant units from persons who are not likely to apply for the housing without special outreach e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies, etc.;
- c. Display a Fair Housing poster in the rental leasing office;
- d. Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;

- e. Maintain files of the Consortium Member's affirmative marketing activities for five years and provide access thereto to the City's staff;
  - f. Not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other material terms and conditions of tenancy;
  - g. Comply with Section 8 Existing Housing Regulations when renting to any tenant holding a Section 8 Existing Housing Certificate; and
  - h. Exercise affirmative marketing of the units when vacated.
17. Violence Against Women's Act (VAWA): The Consortium Member must meet all of the VAWA requirements in accordance with 24 CFR 92.359 throughout the HOME Program period of affordability.
- a. Notification Requirements: The Consortium Member must provide a notice and certification form that meets the requirements of 24 CFR 5.2005(a) to the applicant for a HOME Program-assisted unit at the time the applicant is admitted to a HOME Program-assisted unit or denied admission to a HOME Program-assisted unit based on the owner's tenant selection policies and criteria. The Consortium Member of HOME Program-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME Program-assisted unit.
  - b. Bifurcation of Lease Requirements: For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):
 

If a household living in a HOME Program-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME Program-assisted unit.
  - c. VAWA Lease Term/Addendum: The Consortium Member must develop a VAWA lease term/addendum to incorporate all requirements that apply to the Consortium Member or lease under 24 CFR part 5, subpart L, and this section, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the Consortium Member determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME Program TBRA is provided, the lease term/addendum must require the Consortium Member to notify the City before the Consortium Member bifurcates the lease or provides notification of eviction to the tenant. If HOME Program TBRA is the only assistance provided (i.e., the unit is not receiving project-based assistance under a covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.
  - d. Emergency Transition Plan: The Consortium Member is required to follow the City's emergency transfer plan as outlined in the City's Rental Compliance Manual.

- e. Early Termination of Lease: If a tenant who is living in an affordable unit is a victim of family violence, the Consortium Member must allow the tenant to terminate their lease without penalty.
18. Reporting Requirements: The Consortium Member shall submit digitally accessible quarterly annual reports as required by the City. The Consortium Member must submit all reports on forms provided by the City prior to the report due date.
- a. Quarterly progress reports shall be due January 31, April 30, July 31 and October 31 until the Funds are fully expended.
  - b. The Consortium Member shall collect and maintain beneficiary information on households residing in HOME Program-assisted units which documents eligibility. Income documentation shall be in a form consistent with HOME Program requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program, Third Edition. The Consortium Member shall submit an annual beneficiary report which includes the following information:
    - i. Ethnic characteristics
    - ii. Racial characteristics
    - iii. Age of head of household
    - iv. Female head of household
    - v. Senior head of household
    - vi. Household size
    - vii. Combined household income
    - viii. Amount and source of assets
    - ix. Disabled household: “Disabled household” is a household composed of one or more persons at least one of whom is an adult who has a disability. A person is considered to have a disability if the person is determined to have a physical, mental or emotional impairment that:
      - A. is expected to be of long, continued and indefinite duration;
      - B. substantially impedes the person’s ability to live independently; and
      - C. is of such a nature that the ability could be improved by more suitable housing conditions; or
      - D. has a developmental disability as defined in Section 102 of the Developmental Disabilities Act and Bill of Rights Act.
      - E. Submit Program close-out report.
19. Records: The Consortium Member shall maintain adequate documentation and reasonable records of its performance under this Agreement. Records may include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 and will include the following requirements to the extent applicable to the Program:

- a. Documentation of the Consortium Member's efforts to affirmatively further fair housing, including both marketing efforts and records about the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program
- b. Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR part 2424).
- c. Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations.
- d. Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to the HOME Program.
- e. Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.
- f. TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME Program-assisted tenant met the requirements of the HOME Program, including but not limited to:
  - i. Full descriptions of each household assisted with HOME Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., rental assistance, utility assistance, etc.).
  - ii. The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 2 CFR 200.302, and records to document the eligibility and permissibility of the TBRA recipient's costs.
  - iii. Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards.
  - iv. Records demonstrating that each assisted household is income eligible in accordance with 24 CFR 92.203.
  - v. Copies of all Rental Assistance Contracts with Addenda and the leases between the property owners and TBRA recipients.
- g. Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to, evidence that proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken; and
- h. Records supporting any requests for exceptions to the conflict-of-interest provisions in accordance with 24 CFR 92.356.

- i. The Consortium Member shall require documentation to verify the income status of all residents of the assisted units. Documentation may include, but is not limited to, third-party income verification, W-2s, SSI, SSDI, child support and pay stubs.
  - j. The documentation retained shall be sufficient to support the information provided by the Consortium Member to the City.
  - k. Maintain files and records as required which relate to the overall administration of the Program.
20. Record Retention: All Program records shall be maintained by the Consortium Member for a minimum of five years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.
21. Access to Records: The Consortium Member will allow access to these records at any time during normal business hours by the City and HUD. These records will be kept in the Consortium Member's local office.
22. Close-Out: Program close-out will be completed when the City determines that HOME Program funds have been fully expended, and the City determines that all applicable actions and requirements have been met. The Consortium Member must submit a Program close-out report and supporting documentation as provided by the City. All findings from the City's monitoring visits must be cleared prior to close-out.
23. Suspension or Termination for Cause: This Agreement may be suspended or terminated in accordance with 2 CFR 200.339 if the Consortium Member materially fails to comply with any terms of this Agreement.
- a. A default shall be deemed to have occurred if the Consortium Member breaches its obligations hereunder and fails to cure such breach within 30 days of written notice from the City specifying the breach. Upon default, in addition to other legal remedies available to it, including specific performance and damages, the City shall also have the right to suspend payments to the Consortium Member and/or cancel this Agreement upon written notice of such action.
  - b. In the event of any termination of this Agreement for any reason, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Consortium Member under this Agreement shall become the property of the City, and the Consortium Member shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement notwithstanding the above.

- c. The Consortium Member shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consortium Member, and the City may withhold any reimbursement to the Consortium Member for the purpose of set-off until such time as the exact amount of damages due the City from the Consortium Member is agreed upon or otherwise determined.
24. Termination for Convenience: This Agreement may be terminated for convenience in accordance with 2 CFR 200.340.
- a. Either party may terminate this Agreement without cause upon 30 days written notice to the other party; provided, that the City shall not terminate this Agreement, absent a breach by the Consortium Member, except upon the failure to receive the funds needed to fund the grant under this Agreement.
  - b. The Consortium Member may terminate this Agreement upon 30 days written notice to the City if the Consortium Member is unable or unwilling to comply with such additional conditions as may be lawfully applied by the City or HUD. In such event, the City may require the Consortium Member to ensure that adequate arrangements have been made for the transfer of the Consortium Member's activities to another consortium member or to the City.
25. Recovery by City of Funds: The full amount of any HOME Program funds paid from City funding sources shall be promptly returned to the City in the event that the Consortium Member fails to expend the funding provided pursuant to this Agreement within four years of the Effective Date of this Agreement, and this Agreement shall become null and void at that time.
26. Repayment/Recapture of HOME Funds: Any HOME Program funds that are subject to repayment or recapture must be remitted to the City as referenced in 24 CFR 92.504(b) and (c)(2)(x).
27. Reversion of Assets: Upon the expiration or termination of this Agreement, the Consortium Member agrees that it will transfer to the City any HOME Program funds on hand at that time and any accounts receivable attributable to the use of HOME Program funds.
28. Indemnification: To the extent permitted by law, the Consortium Member shall defend, indemnify, and save harmless the City from and against all losses, claims, suits, judgments or liabilities incurred as a result of its activities pursuant to this Agreement, and as part of such indemnification obligation shall pay all costs and attorney's fees, if any, incurred by the City as a result of any such claims or suits. The time of any attorneys and legal assistants in the Boulder City Attorney's Office spent on any such claims or suits shall be paid for by the Consortium Member in accordance with generally prevailing attorneys' fees charged in Boulder County for similar services. Each party assumes responsibility for its officers', its agents', and its employees' negligent actions and omissions in the performance or failure to perform work under this Agreement. By agreeing to this provision, neither the City nor the Consortium Member waive or intend to waive as to any person not a party to this Agreement

the limitations on liability which are provided to the parties and each party's officers and employees under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.

29. Enforcement of Agreement: This Agreement may be specifically enforced against the Consortium Member or any successor in interest of the Consortium Member. Venue for such action shall be in Boulder County, Colorado, and actions may include, without limitation, restriction of eligibility for future funding, contract litigation and equitable relief, and any other relief granted by law.
30. Relationship of the Parties: The relationship of the Consortium Member to the Consortium shall be that of an independent Consortium Member. Nothing herein shall be deemed to create the relationship of employer/employee or principal/agent between the parties.
31. Waivers: No conditions or provisions of this Agreement shall be waived unless approved by the Consortium in writing.
32. Subcontracting & Assignment: The Consortium Member shall not assign, delegate nor subcontract this Agreement without prior written approval by the City. The Consortium Member shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or part of the Program. The Consortium Member shall require any such third party to comply with all lawful requirements necessary to ensure that the Program is carried out in accordance with this Agreement.
33. Severability: If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal and state law(s) and regulations and can be given effect without the invalid provision.
34. Modifications & Amendments: This Agreement may only be amended in writing signed by the City and the Consortium Member. All modifications and amendments to this Agreement shall be in writing; such modification or amendment shall not take effect until specifically approved in writing by the participating jurisdiction or Lead Entity of the Consortium and is signed by all parties to this Agreement.
35. Notice: Any notice required by this Agreement shall be in writing, made by hand-delivery or first-class mail, and addressed to the following:

Consortium Member: Director, Department of Economic Vitality  
City & County of Broomfield  
One DesCombes Drive  
Broomfield, CO 80020

City: City Manager with copy to:  
Deputy Director of Housing & Human Services  
City of Boulder  
P.O. Box 791  
Boulder, Colorado 80306

36. Complete Agreement: This document represents the complete agreement between the City and the Consortium Member. Neither party shall assign, sublet or transfer its interest in the Agreement without the written consent of the other. No amendments or modifications shall be made to this Agreement unless it is in writing and signed by both parties.
37. Recording of this Agreement: The parties intend to record this Agreement in the real property records of Boulder County Clerk and Recorder's Office, Colorado, in order to put potential subsequent purchasers on notice of the terms and conditions contained herein.
38. Relationship of the Parties: Nothing in this Agreement shall be deemed to create an agency, partnership or employment relationship between the City and the Consortium Member.
39. Governing Law: The provisions of this Agreement shall be interpreted and enforced in accordance with Colorado law.
40. Authority to Sign: Consortium Member warrants that the individual executing this Agreement is properly authorized to bind the Consortium Member to this Agreement.
41. Incorporation of Recitals: The Recitals set forth in this Agreement are hereby incorporated into and deemed a part of this Agreement.

**IN WITNESS WHEREFORE,** the parties to this Agreement have caused it to be executed by each party's authorized officer as of the Effective Date. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the Parties, all of which together will constitute one instrument and will be enforceable against the Parties.

**[SIGNATURE PAGE FOLLOWS]**

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

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

ATTEST:

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

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

APPROVED AS TO FORM:

*NCR*

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

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

**CITY OF BOULDER, a Colorado home rule city**

\_\_\_\_\_  
City Manager

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

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

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

## APPENDIX A

### Subpart H—Other Federal Requirements

#### § 92.350 Other Federal requirements and nondiscrimination.

(a) The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling.

(b) The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108).

[62 FR 28930, May 28, 1997, as amended at 81 FR 90657, Dec. 14, 2016]

#### § 92.351 Affirmative marketing; minority outreach program.

(a) *Affirmative marketing.*

(1) Each participating jurisdiction must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and homeownership assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If the participating jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with § 92.253(e)(3), the participating jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.

(2) The affirmative marketing requirements and procedures adopted must include:

(i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

(ii) Requirements and practices each subrecipient and owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements

(e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

(iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

(iv) Records that will be kept describing actions taken by the participating jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and

(v) A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

(3) A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

(b) **Minority outreach.** A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 200.321 of title 24 Code of Federal Regulations describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013; 80 FR 75935, Dec. 7, 2015; 90 FR 887, Jan. 6, 2025]

## § 92.352 Environmental review.

(a) **General.** The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The applicability of the provisions of 24 CFR part 50 or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of cost paid with HOME funds.

(b) ***Responsibility for review.***

(1) The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decision making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.

(2) A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.

(3) HUD will perform the environmental review, in accordance with 24 CFR part 50, for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013; 90 FR 887, Jan. 6, 2025]

## **§ 92.353 Displacement, relocation, and acquisition.**

(a) ***Minimizing displacement.*** Consistent with the other goals and objectives of this part, the participating jurisdiction must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

(b) ***Temporary relocation.*** The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:

(1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

(2) Appropriate advisory services, including reasonable advance written notice of:

(i) The date and approximate duration of the temporary relocation;

(ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and

(iv) The provisions of paragraph (b)(1) of this section.

**(c) *Relocation assistance for displaced persons* —**

(1) **General.** A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24. A “displaced person” must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

**(2) *Displaced Person.***

(i) For purposes of paragraph (c) of this section, the term *displaced person* means a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After notice by the owner to move permanently from the property, if the move occurs on or after:

(1) The date of the submission of an application to the participating jurisdiction or HUD, if the applicant has site control and the application is later approved; or

(2) The date the jurisdiction approves the applicable site, if the applicant does not have site control at the time of the application; or

(B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the jurisdiction or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(C) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

- (i) The tenant's monthly rent before such agreement and estimated average monthly utility costs; or
    - (ii) The total tenant payment, as determined under 24 CFR 5.628, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income;
  - (2) The tenant is required to relocate temporarily, does not return to the building/complex, and either
    - (i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or
    - (ii) Other conditions of the temporary relocation are not reasonable; or
  - (3) The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.
- (ii) Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a *displaced person* if:
- (A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the participating jurisdiction determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be in accordance with § 92.253.
  - (B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a “displaced person” (or for any assistance under this section) as a result of the project;
  - (C) For purposes of the URA, the person meets the definition of “persons not displaced” as defined in 49 CFR 24.2; or
  - (D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
- (iii) The jurisdiction may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

(3) ***Initiation of negotiations.*** For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term *initiation of negotiations* means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

(d) ***Optional relocation assistance.*** The participating jurisdiction may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The jurisdiction may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by State or local law, the jurisdiction must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

(e) ***Residential antidisplacement and relocation assistance plan.*** The participating jurisdiction shall comply with the requirements of 24 CFR part 42, subpart C.

(f) ***Real property acquisition requirements.*** The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR part 24, subpart B.

(g) ***Appeals.*** A person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

[61 FR 48750, Sept. 16, 1996, as amended at 61 FR 51760, Oct. 3, 1996; 62 FR 28930, May 28, 1997; 67 FR 61756, Oct. 1, 2002; 78 FR 44678, July 24, 2013; 90 FR 887, Jan. 6, 2025]

## **§ 92.354 Labor.**

### **(a) *General.***

(1) Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

(2) The contract for construction must contain these wage provisions if HOME funds are used for any project costs in § 92.206, including construction or nonconstruction costs, of

housing with 12 or more HOME-assisted units. When HOME funds are only used to assist homebuyers to acquire single family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.

(3) Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards, as applicable. Participating jurisdictions shall be responsible for ensuring compliance by contractors and subcontractors with labor standards described in this section. In accordance with procedures specified by HUD, participating jurisdictions shall:

- (i) Ensure that bid and contract documents contain required labor standards provisions and the appropriate Department of Labor wage determinations;
- (ii) Conduct on-site inspections and employee interviews;
- (iii) Collect and review certified weekly payroll reports;
- (iv) Correct all labor standards violations promptly;
- (v) Maintain documentation of administrative and enforcement activities; and
- (vi) Require certification as to compliance with the provisions of this section before making any payment under such contracts.

(b) ***Volunteers.*** The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.

(c) ***Sweat equity.*** The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013; 90 FR 888, Jan. 6, 2025]

## **§ 92.355 Lead-based paint.**

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

[64 FR 50224, Sept. 15, 1999]

## § 92.356 Conflict of interest.

(a) **Applicability.** In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 2 CFR 200.318, apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318, the provisions of this section apply.

(b) **Conflicts prohibited.** No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(c) **Persons covered.** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(d) **Exceptions: Threshold requirements.** Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict (public disclosure is considered a combination of at least two of the following: publication on the recipient's website, including social media; electronic mailings; media advertisements; public service announcements; and display in public areas such as libraries, grocery store bulletin boards, and neighborhood centers), evidence of the public disclosure, and a description of how the public disclosure was made; and

(2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) ***Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether an opportunity was provided for open competitive bidding or negotiation;

(3) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(4) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(5) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(6) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(7) Any other relevant considerations.

(f) ***Owners and developers.***

(1) No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in § 92.252(d) or § 92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) ***Exceptions.*** Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant

an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

- (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted housing in question;
- (iii) Whether the tenant protection requirements of § 92.253 are being observed;
- (iv) Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and
- (v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

[61 FR 48750, Sept. 16, 1996, as amended at 62 FR 28930, May 28, 1997; 78 FR 44679, July 24, 2013; 80 FR 75935, Dec. 7, 2015; 90 FR 888, Jan. 6, 2025]

## **§ 92.357 Executive Order 12372.**

- (a) **General.** Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p. 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.
- (b) **Applicability.** Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under subpart J of this part to units of general local government.

## **§ 92.358 Consultant activities.**

No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies

Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

[62 FR 28930, May 28, 1997]

## § 92.359 VAWA requirements.

### (a) *General.*

(1) The Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by this section.

(2) For the HOME program, the “covered housing provider,” as this term is used in HUD's regulations in 24 CFR part 5, subpart L, refers to:

(i) The housing owner for the purposes of 24 CFR 5.2005(d)(1), (d)(3), and (d)(4) and § 5.2009(a); and

(ii) The participating jurisdiction and the owner for purposes of 24 CFR 5.2005(d)(2), 5.2005(e), and 5.2007, except as otherwise provided in paragraph (g) of this section.

(b) *Effective date.* The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking became applicable upon enactment of VAWA 2013 on March 7, 2013. Compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for any tenant-based rental assistance or rental housing project for which the date of the HOME funding commitment is on or after *December 16, 2016*.

(c) *Notification requirements.* The participating jurisdiction must provide a notice and certification form that meet the requirements of 24 CFR 5.2005(a) to the owner of HOME-assisted rental housing.

(1) *For HOME-assisted units.* The owner of HOME-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.

(2) *For HOME tenant-based rental assistance.* The participating jurisdiction must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for HOME

tenant-based rental assistance when the applicant's HOME tenant-based rental assistance is approved or denied. The participating jurisdiction must also provide the notice and certification form described in 24 CFR 5.2005(a) to a tenant receiving HOME tenant-based rental assistance when the participating jurisdiction provides the tenant with notification of termination of the HOME tenant-based rental assistance, and when the participating jurisdiction learns that the tenant's housing owner intends to provide the tenant with notification of eviction.

(d) ***Bifurcation of lease requirements.*** For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

(1) If a family living in a HOME-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

(2) If a family who is receiving HOME tenant-based rental assistance separates under 24 CFR 5.2009(a), the remaining tenant(s) will retain the HOME tenant-based rental assistance. The participating jurisdiction must determine whether the tenant that was removed from the unit will receive HOME tenant-based rental assistance.

(e) ***VAWA lease term/addendum.*** The participating jurisdiction must develop a VAWA lease term/addendum to incorporate all requirements that apply to the owner or lease under 24 CFR part 5, subpart L, and this section, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the participating jurisdiction determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME tenant-based rental assistance is provided, the lease term/addendum must require the owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. If HOME tenant-based rental assistance is the only assistance provided (*i.e.*, the unit is not receiving project-based assistance under a covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.

(f) ***Period of applicability.*** For HOME-assisted rental housing, the requirements of this section shall apply to the owner of the housing for the duration of the period of affordability. For HOME tenant-based rental assistance, the requirements of this section shall apply to the owner of the tenant's housing for the period for which the rental assistance is provided.

(g) ***Emergency Transfer Plan.***

(1) The participating jurisdiction must develop and implement an emergency transfer plan and must make the determination of whether a tenant qualifies under the plan. The plan must meet the requirements in 24 CFR 5.2005(e), as supplemented by this section.

(2) For the purposes of § 5.2005(e)(7), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the participating jurisdiction must provide a

list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the participating jurisdiction may:

- (i) Establish a preference under the participating jurisdiction's HOME program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e);
- (ii) Provide HOME tenant-based rental assistance to tenants who qualify for emergency transfers under 24 CFR 5.2005(e); or
- (iii) Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.

[81 FR 80803, Nov. 16, 2016, as amended at 90 FR 888, Jan. 6, 2025]

## APPENDIX B

### HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT

#### OWNER/OWNER REPRESENTATIVE:

Name as listed in Lease: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Unit/Suite/Apartment Number: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

#### TENANT(S):

Name(s) as listed in Lease: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Unit/Suite/Apartment Number: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

This HOME Tenant-Based Rental Assistance Contract ("Contract") is entered into between the City of Boulder herein referred to as (the "Participating Jurisdiction or PJ"), City & County of Broomfield, herein after referred to as (the "TBRA Administrator"), the Owner/Owner's Legal Representative, and Tenant(s) as identified above. This Contract applies only to the tenant household, as indicated above, and the dwelling unit, as identified above.

#### 1. PURPOSE OF THE CONTRACT

- A. This Contract closely follows the form HUD-25641 for Housing Choice Voucher Programs as administered by the U.S. Department of Housing and Urban Development (HUD).
- B. This Contract aligns with HUD program regulations at 24 CFR Part 92, HOME Investment Partnership Program. This Contract must meet the requirements in 24 CFR §92.209 and applicable requirements in 24 CFR §92.253, which include provisions for tenant protections. These protections are outlined in a HOME Tenant-Based Rental Assistance Tenancy Addenda in compliance with 24 CFR 92.253(b) - (d).
- C. By signing this Contract, the Owner/Owner's Legal Representative agrees that they have read and agree to the entire Contract and HOME Tenant Based Rental Assistance Tenancy Addendum.

#### 2. TERM OF THE CONTRACT

The term of this Contract shall begin (mm/dd/yy) and end no later than (mm/dd/yy). The Contract automatically terminates on the last day of the term of the lease. By entering into this Contract, the Owner/Owner's Legal Representative agrees C has approved the unit in accordance with the requirements set for the Tenant Based Rental Assistance Program and Housing Quality Standards or HUD equivalent inspection.

#### 3. SECURITY DEPOSIT

- A. The TBRA Administrator may pay a security deposit to the Owner/Owner's Legal Representative in the amount of \$ \_\_\_\_\_. The Owner/Owner's Legal Representative will hold this security deposit during the period the tenant occupies the dwelling unit under the lease. The Owner/Owner's Legal Representative shall comply with state and local laws regarding escrow of security deposits.
- B. After the tenant has moved from the dwelling unit, the Owner/Owner's Legal Representative may, subject to state and local law, use the security deposit as reimbursement for rent or any other amounts payable by the tenant under the lease. The Owner/Owner's Legal Representative will give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner/Owner's Legal Representative, the Owner/Owner's Legal Representative shall promptly refund the full amount of the balance to the tenant.
- C. The Owner/Owner's Legal Representative shall immediately notify the TBRA Administrator when the tenant has moved from the dwelling unit.

#### 4. RENT AND AMOUNTS PAYABLE BY TENANT AND THE TBRA ADMINISTRATOR

- A. Initial Rent. The initial total monthly rent payable to the Owner/Owner's Legal Representative for the first twelve months of this Contract is \$\_\_\_\_\_.
- B. Rent Adjustments. With no less than 60 days' notice to the tenant and the TBRA Administrator, the Owner/Owner's Legal Representative may propose a reasonable adjustment to be effective no earlier than the 13<sup>th</sup> month of this Contract. The proposed rent may be rejected by either the tenant or the TBRA Administrator. The tenant may reject the proposed rent by providing the Owner/Owner's Legal Representative with 30 days' written notice of intent to vacate. If the TBRA Administrator

rejects the proposed rent, then the TBRA Administrator must give both the tenant and the Owner/Owner's Legal Representative 30 days' notice of intent to terminate the Contract. At no time may the Contract rent be greater than the HOME High Rent limit as published by HUD on the HUD Exchange website: <https://www.hudexchange.info/programs/home/home-rent-limits/>.

- C. Tenant Share of the Rent. Initially, and until such time as both the Owner/Owner's Legal Representative and the tenant are notified by the TBRA Administrator, the tenant's share of the rent shall be \$ \_\_\_\_\_.
- D. TBRA Administrator Share of the Rent. Initially, and until such time as both the Owner/Owner's Legal Representative and tenant are notified by the TBRA Administrator, the TBRA Administrator's share of the rent shall be \$ \_\_\_\_\_. Neither the TBRA Administrator nor HUD assumes any obligation for the tenant's rent, or for payment of any claim by the Owner/Owner's Legal Representative against the tenant. The TBRA Administrator's obligation is limited to making rental payments on behalf of the tenant in accordance with this Contract.
- E. Payment Conditions. The right of the Owner/Owner's Legal Representative to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Owner/Owner's Legal Representative shall be paid under this Contract on or about the first day of the month for which the payment is due. The Owner/Owner's Legal Representative agrees that the endorsement on the check shall be conclusive evidence that the Owner/Owner's Legal Representative received the full amount due for the month, and the endorsement on the check shall also be a certification that:
1. The dwelling unit is in decent, safe and sanitary condition, and that the Owner/Owner's Legal Representative is providing the services, maintenance and utilities agreed to in the lease.
  2. The dwelling unit is leased to and occupied by the tenant named above in this Contract.
  3. The Owner/Owner's Legal Representative has not received and will not receive any payments as rent for the dwelling unit other than those identified in this Contract.
  4. To the best of the Owner/Owner's Legal Representative's knowledge, the dwelling unit is used solely as the tenant's principal place of residence.
- F. Overpayments. If the TBRA Administrator determines that the Owner/Owner's Legal Representative is not entitled to any payments received, in addition to other remedies, the TBRA Administrator may deduct the amount of the overpayment from any amounts due the Owner/Owner's Legal Representative, including the amounts due under any other HOME TBRA Contract with the Owner/Owner's Legal Representative for another tenant.
- G. Rent Reasonableness. The TBRA Administrator will determine if the Contract rent to the Owner/Owner's Legal Representative is reasonable based on location, quality, size, unit type, age of the unit, amenities, housing services, and utilities. The Contract rent at no time should exceed the reasonable rent as most recently determined by the TBRA Administrator who may reexamine the rent reasonableness at any time.

## **5. HOUSING QUALITY STANDARDS (OR EQUIVALENT) AND OWNER/OWNER'S REPRESENTATIVE PROVIDED SERVICES**

- A. The Owner/Owner's Legal Representative agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR §882.109, including all of the services, maintenance and utilities agreed to in the lease.
- B. The TBRA Administrator shall have the right to inspect the dwelling unit and related facilities at least annually, and at such other times as may be necessary to assure that the dwelling unit is in decent, safe and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the TBRA Administrator determines that the Owner/Owner's Legal Representative is not meeting these obligations, then the TBRA Administrator shall have the right, even if the tenant continues in occupancy, to terminate payment of the TBRA Administrator's share of the rent and/or terminate the Contract.

## **6. TERMINATION OF TENANCY**

The Owner/Owner's Legal Representative may evict the tenant following applicable state and local laws and the provisions of the lease. The Owner/Owner's Legal Representative must give the tenant at least

30 days' written notice of the termination and notify the TBRA Administrator in writing when eviction proceedings are initiated . This may be done by providing the TBRA Administrator with a copy of the required notice to the tenant.

- A. Eviction. The Owner/Owner's Legal Representative may evict the tenant following applicable state and local laws. The Owner/Owner's Legal Representative must give the tenant at least 30 days' written notice of the termination and notify the TBRA Administrator in writing when eviction proceedings are initiated . This may be done by providing the TBRA Administrator with a copy of the required notice to the tenant.
- B. Lease Termination. The Contract will automatically terminate if the lease is terminated by the Owner/Owner's Legal Representative or the tenant.
- C. Household Terminated from Assistance. The TBRA Administrator may terminate program assistance for the household for any grounds authorized by HUD. If the TBRA Administrator terminates assistance, then the Contract will automatically terminate.
- D. Household Moves. The Contract will terminate if the household moves from the dwelling unit.
- E. Zero HAP. The Contract will automatically terminate 180 days after the last housing assistance payment to Owner/Owner's Legal Representative.
- F. Insufficient Funding. The TBRA Administrator may terminate the Contract if the TBRA Administrator, in accordance with HUD and HOME regulations, finds that program funding is no longer sufficient to continue program assistance.
- G. Death. The Contract will terminate upon the death of a single-member household, which includes single-member households with a live-in aide.
- H. Overcrowding. The TBRA Administrator may terminate the Contract if the dwelling unit is found to be over-crowded by Housing Quality Standards inspection due to an increase in household size or change in household composition.
- I. Household Break Up. The TBRA Administrator may terminate the Contract if the household breaks up and no household member is eligible to remain in the dwelling unit.
- J. HQS Fail. The TBRA Administrator may terminate the Contract if the TBRA Administrator determines the dwelling unit does not meet all the requirements of Housing Quality Standards.

## **7. FAIR HOUSING REQUIREMENTS**

- A. Nondiscrimination. The Owner/Owner's Legal Representative shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of race, color, national origin, sex, religion, disability, familial status, age, sexual orientation, gender identity, or marital status. The obligation of the Owner/Owner's Legal Representative to comply with Fair Housing Requirements inures to the benefit of the United States of America, HUD , and the TBRA Administrator, any of which shall be entitled to invoke any of the remedies available by law to redress any breach or to compel compliance by the Owner/Owner's Legal Representative.
- B. Cooperation in Compliance Review Audits. The Owner/Owner's Legal Representative shall comply with the PJ, TBRA Administrator, and HUD in conducting compliance review audits and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations as covered in the requirements of the federal HOME Investment Partnerships Program.
- C. Equal Treatment for Assisted and Non-Assisted Tenants. The Owner/Owner's Legal Representative agrees that the lease for the named tenant in this Contract is responsible for the same lease as other non-assisted tenants . In addition, the Owner/Owner's Legal Representative also agrees that the rental amount for the dwelling unit named in this Contract is the same as those units with an unassisted tenant.

## **8. PJ, TBRA ADMINISTRATOR AND HUD ACCESS TO OWNER/OWNER'S LEGAL REPRESENTATIVE RECORDS**

- A. The Owner/Owner's Legal Representative shall provide any information pertinent to this Contract that the PJ, TBRA Administrator, or HUD may reasonably require.

- B. The Owner/Owner's Legal Representative shall permit the PJ, TBRA Administrator, or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Owner/Owner's Legal Representative to the extent necessary to determine compliance with this Contract.

## **9. RIGHTS OF THE PJ AND TBRA ADMINISTRATOR IF OWNER/OWNER'S LEGAL REPRESENTATIVE BREACHES THE CONTRACT**

- A. Any of the following shall constitute a breach of the Contract:

1. If the Owner/Owner's Legal Representative has violated any obligation under this Contract; or
2. If the Owner/Owner's Legal Representative has demonstrated any intention to violate any obligation under this Contract; or
3. If the Owner/Owner's Legal Representative has committed any fraud or made any false statement in connection with the Contract or has committed fraud or made any false statement in connection with any federal housing assistance program.

- B. The PJ and TBRA Administrator's rights and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the PJ or TBRA Administrator determines that a breach has occurred, then the PJ or TBRA Administrator may exercise any of its rights or remedies under the Contract. The PJ or TBRA Administrator shall notify the Owner/Owner's Legal Representative in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PJ or TBRA Administrator to the Owner/Owner's Representative may require the Owner/Owner's Legal Representative to take corrective action by the time prescribed in the notice.

- C. Any remedies employed by the PJ or TBRA Administrator in accordance with this Contract shall be effective as provided in a written notice by the PJ or TBRA Administrator to the Owner/Owner's Legal Representative. The PJ or TBRA Administrator's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

## **10. THE PJ AND TBRA ADMINISTRATOR'S RELATION TO THIRD PARTIES**

- A. Neither the PJ nor the TBRA Administrator assumes any responsibility for, or liability to, any person injured as a result of the Owner/Owner's Legal Representative's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner/Owner's Legal Representative.
- B. The Owner/Owner's Legal Representative is not the agent of the PJ or TBRA Administrator, and this Contract does not create or affect any relationship between the PJ or TBRA Administrator or any lender to the Owner/Owner's Legal Representative or any suppliers, employees, contractors or subcontractors used by the Owner/Owner's Legal Representative in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the tenant or a third party (other than the PJ, TBRA Administrator, or HUD) to enforce any provision of this Contract or to assess any claim against the PJ, HUD, or the TBRA Administrator or the Owner/Owner's Legal Representative under this Contract.

## **11. CONFLICT OF INTEREST PROVISIONS**

No employee of the PJ or TBRA Administrator who formulates policy or influences decisions with respect to the HOME TBRA Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program, shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

## **12. TRANSFER OF THE CONTRACT**

The Owner/Owner's Legal Representative shall not transfer in any form this Contract without the prior written consent of the TBRA Administrator. The TBRA Administrator shall give its consent to a transfer if the transferee agrees in writing, in a form acceptable to the TBRA Administrator, to comply with the terms and conditions of this Contract.

## **13. ENTIRE AGREEMENT; INTERPRETATION; NOTICE**

- A. This Contract contains the entire agreement between the PJ, TBRA Administrator, and Owner/Owner’s Legal Representative. No changes in this Contract shall be made except in writing signed by the PJ, TBRA Administrator, and Owner/Owner’s Legal Representative.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

**14. WARRANTY OF LEGAL CAPACITY AND CONDITION OF DWELLING UNIT**

- A. The Owner/Owner’s Legal Representative warrants the dwelling unit is in decent, safe and sanitary condition as defined in 24 CFR §882.109 and under Section 8 Housing Quality Standards, and that the Owner/Owner’s Legal Representative has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

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Participating Jurisdiction (Type or Print)

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

Owner/Owner Representative (Type or Print)

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

TBRA Administrator (Type or Print)

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

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

OWNER/OWNER’S LEGAL REPRESENTATIVE’S CHECK TO BE MAILED TO:

NAME(S):

ADDRESS:

TAX ID# :

**OMB Burden Statement.** Public reporting burden for this collection of information is estimated to average 3 hours, including the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 92.253(a) and (c), under which the lease between the Owner and the Tenant must include a HUD-required HOME Investment Partnerships Program (HOME) Tenant-Based Rental Assistance Program Tenancy Addendum. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Community Planning and Development, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 92.253(a) and (c). The information is used to allow a participating jurisdiction to provide HOME Tenant-Based Rental Assistance under the HOME program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**Part A: Program and Lease Information**

**1. HOME Tenant-Based Rental Assistance Program**

- a. The HOME Tenant-Based Rental Assistance Program provides direct and continued rental assistance to Tenants.
- b. The Owner is leasing the contract Unit to the Tenant for occupancy by the Tenant with assistance under the HOME Program.
- c. The Owner and Tenant have entered into a Rental Assistance Contract with the participating jurisdiction.
- d. Under the Rental Assistance Contract, the participating jurisdiction is providing HOME funds to the Owner of a Unit that is occupied by the Tenant receiving tenant-based rental assistance through the participating jurisdiction’s HOME Program. The Tenant is a beneficiary of the Rental Assistance Contract between the Owner and the participating jurisdiction or a party to a Tri-party Rental Assistance Contract by the Owner, Tenant, and Participating Jurisdiction.

**2. Parties and Lease Term**

- a. This tenancy addendum is entered into between the Owner \_\_\_\_\_ and the Tenant or Tenant family representative \_\_\_\_\_ under the authority of the Participating Jurisdiction for the lease of Unit \_\_\_\_\_ located at \_\_\_\_\_.
- b. The Tenant(s) includes the following members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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c. Lease term

- (i) The lease term begins on (dd/mm/yyyy) \_\_\_\_\_.
- (ii) The lease term ends on (dd/mm/yyyy) \_\_\_\_\_.

## **Part B: Tenancy Addendum**

### **1. Addendum**

- a. The terms of the HOME Tenant-Based Rental Assistance Tenancy Addendum shall prevail over any conflicting provisions of the lease. The terms and conditions of the written lease, the HOME Tenant-Based Rental Assistance Tenancy Addendum, the Violence Against Women Act (VAWA) Addendum, and any addendum required by another Federal, State, or local affordable housing program shall constitute and contain the sole and entire agreement between the Owner and the Tenant. No prior or contemporaneous oral or written representation or agreement between the Owner and Tenant shall have legal effect.
- b. The Tenant shall have the right to enforce the tenancy addendum against the Owner.
- c. If the lease for a Tenant who would be covered under the HOME Security Deposit Assistance Addendum includes the terms of this Addendum due to error, then:
  - (i) the terms of the HOME Security Deposit Assistance Tenancy Addendum are incorporated by reference into this Addendum; and
  - (ii) the Tenant and Owner agree to be bound by the terms of the HOME Security Deposit Assistance Tenancy Addendum and not the terms of this Addendum.
- d. Where Federal, State, or local law provide Tenant protections that are more stringent than the Tenant protections contained within this HOME Tenant-Based Rental Assistance Tenancy Addendum, then the Owner must comply with the more stringent Federal, State or local requirements.

### **2. Definitions**

- a. Addendum: The HOME Tenant-Based Rental Assistance Tenancy Addendum.
- b. Family: See [24 CFR 5.403](#).
- c. Household: See [24 CFR 5.100](#).
- d. HOME Program: The HOME Investment Partnership Program authorized under 42

USC 12701 et seq. with regulations at [24 CFR part 92](#).

- e. HOME Funds: Money granted to participating jurisdictions pursuant to the HOME Program's funding formula for eligible activities under [24 CFR Part 92](#).
- f. HUD: The U.S. Department of Housing and Urban Development.
- g. Lease: The written agreement between the Owner and the Tenant for the lease of the Unit to the Tenant. The lease includes this tenancy addendum prescribed by HUD.
- h. Owner: The Owner of the property and lessor of the Unit.
- i. Participating Jurisdiction: \_\_\_\_\_.
- j. Security Deposit: A deposit provided by the Tenant to the Owner as a condition of leasing the Unit as defined by the local or State Tenant-landlord law covering the jurisdiction in which the Unit is located.
- k. Tenant: The family member (or members) who leases the Unit from the Owner.
- l. Unit: The housing Unit rented by the Tenant with HOME tenant-based rental assistance.

### **3. Physical Condition of Unit and Property.**

- a. The Owner shall maintain the physical condition of the Unit and property so that it meets the participating jurisdiction's property standards and State and local code requirements in accordance with [24 CFR §92.251\(f\)](#);
- b. With respect to maintenance and repairs to a housing Unit, the Owner shall:
  - (i) Provide the Tenant with written expected time frames for maintaining or repairing the Unit as soon as practicable;
  - (ii) Professionally maintain and repair the Unit and the common areas of the property in accordance with the participating jurisdiction's property standards as soon as practicable; and
  - (iii) Not charge the Tenant for normal wear and tear or damage to the Unit or common areas of a property unless such damage is due to negligence, recklessness, or intentional acts by the Tenant.
- c. If the Owner provides Owner-controlled utility services, then the Owner shall provide the Tenant with continued, uninterrupted utility service unless the interruption is not within the control of the Owner (e.g., a general power outage).

### **4. Use and Occupancy of the Unit and Property.**

- a. Subject to applicable occupancy requirements under Federal, State or local law, a

family may reside in the Unit with a foster child, foster adult, and/or live-in aide.

- b. Except for shared housing, the Tenant's household shall have the right to exclusive use and occupancy of the leased Unit.
- c. The Owner may only enter the housing Unit:
  - (i) When the Owner provides reasonable advance notification to the Tenant and enters during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the housing Unit for re-leasing. A written statement specifying the purpose of the Owner's entry delivered to the housing Unit at least 2 days before such entry shall be considered reasonable advance notification;
  - (ii) At any time without advance notification when there is reasonable cause to believe that an emergency requiring entry to the Unit exists; and
- d. If the Tenant and all adult members of the household are absent from the housing Unit at the time of entry or if the Owner enter the housing Unit due to a reasonable belief that there is an emergency that requires the Owner to enter the Unit, the Owner shall provide the Tenant with a written statement specifying the date, time, and purpose of entry.
- e. The Tenant's household shall have reasonable access and use of the common areas of the property.
- f. The Tenant may not be required to accept supportive services that are offered unless the Tenant is living in transitional housing, and such supportive services are required in connection with the transitional housing.

## **5. Notice.**

- a. All notices by the Owner to the Tenant(s) must be in writing. Where it may be necessary due to disability, the Owner must provide the Tenant with a Notice in an accessible format. To meet language access needs, the notice must be understandable to the Tenant, including providing notice in a translated format for limited English proficient (LEP) persons.
- b. Before taking an adverse action against the Tenant, the Owner must notify the Tenant. The statement must include the specific grounds for any proposed adverse action by the Owner. Such adverse action includes, but is not limited to, imposition of charges for damages that require maintenance and repair.
- c. The Owner must notify Tenants within 5 business days of any changes to the Ownership of the property or the property management company managing the property, including foreclosure of the property.
- d. The Owner must provide at least 30 days' notice before an impending sale or

foreclosure of the property.

- e. The Owner may not institute a lawsuit against the Tenant without providing notice to the Tenant.

#### **6. A Tenant's Rights to Available Legal Proceedings and Remedies.**

- a. The Owner shall not require the Tenant to agree to be sued, to admit guilt, or agree to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- b. The Owner may not take, hold, or sell personal property of a household member without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the housing Unit after the Tenant has moved out of the Unit. The Owner may dispose of this personal property in accordance with State law.
- c. The Tenant may hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. In any legal proceedings involving Tenant and Owner, the Owner and Tenant agree that the Tenant shall be able to exercise the Tenant's right to:
  - (i) Obtain independent legal representation in any legal proceedings in connection with the lease, including in any non-binding arbitration or alternative dispute resolution process.
  - (ii) Have a trial by jury where such right is available to a Tenant under Federal, State, or local law; and
  - (iii) Appeal or otherwise challenge in court a court decision in connection with the lease where such right is available to the Tenant under Federal, State, or local law.
- e. The Tenant may only be required to pay the Owner's attorney's fees or other legal costs if the Tenant loses a court proceeding against the Owner and the court so orders.

#### **7. Protection Against Unreasonable Interference or Retaliation.**

- a. The Owner may not unreasonably interfere with the Tenant's safety or peaceful enjoyment of a rental Unit or the common areas of the property.
- b. The Owner may not retaliate against the Tenant for taking any action allowable under the lease and applicable law.
- c. Actions that evidence unreasonable interference or retaliation against the Tenant include actions taken for the purpose of causing the housing to become vacant or otherwise, including but not limited to:
  - (i) Recovery of, or attempt to recover, possession of the housing Unit in a manner

that is not in accordance with section 12 of this addendum;

- (ii) Decreasing services to the housing Unit (e.g., trash removal, maintenance) or increasing the obligations of the Tenant in a manner that is not in accordance with the requirements of [24 CFR part 92](#);
  - (iii) Interfering with the Tenant's right to privacy under applicable State or local law;
  - (iv) Harassing a household or their lawful guests; and
  - (v) Refusing to honor the terms of the lease.
- d. If the Owner unreasonably interferes with or retaliates against the Tenant, then this shall constitute a material breach under the lease, a violation of HOME program requirements, and a breach of the written agreement between the Owner and the participating jurisdiction. The Tenant may use evidence of such unreasonable interference or retaliation in a court of law, and the participating jurisdiction must take reasonable actions to address any violation in accordance with the participating jurisdiction's responsibilities under [§92.504\(a\) and \(c\)](#).

## **8. Exercise of Rights Under Tenancy.**

The Tenant may exercise any right of tenancy under their lease and assert any applicable Federal, State, local Tenant protections. These rights include but are not limited to:

- a. Reporting of inadequate housing conditions of the housing Unit or property to the Owner, the participating jurisdiction, code enforcement officials, or HUD;
- b. Reporting lease violations and requesting enforcement of the written lease or any protections guaranteed under [24 CFR part 92](#); and
- c. Requesting or obtaining enforcement of any applicable protections under Federal, State, or local law.

## **9. Confidentiality.**

The Owner will keep all records containing personally identifying information of any individual or family who applies for or lives in a HOME-assisted rental Unit secure and confidential.

## **10. Prohibition on Discrimination.**

The Owner shall operate housing assisted under this part in accordance with all applicable nondiscrimination and equal opportunity requirements including but not limited to those required under the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1974, [24 CFR § 92.350](#) and the VAWA requirements at [24 CFR § 92.359](#).

## **11. Security Deposits.**

- a. Security deposits must be refundable and no greater than two months' rent. Surety bonds or security deposit insurance and similar instruments may not be used in lieu of or in addition to a security deposit.
- b. Upon termination of tenancy by the Owner or Tenant, if the Owner charges any amount against the Tenant's security deposit, the Owner must give the Tenant a list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant.

## **12. Termination of Tenancy.**

- a. The Owner may not terminate the tenancy of any Tenant or household member or refuse to renew the lease of a Tenant with tenant-based rental assistance, except for serious or repeated violation of the material terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause.
  - (i) Other good cause does not include an increase in the Tenant's income or assets, the amount or type of income or assets the Tenant possesses, or refusal of the Tenant to purchase the housing (except in the case of a lease-purchase agreement).
  - (ii) Other good cause includes:
    - A. When a Tenant or household member is a direct threat to the safety of the Tenants or employees of the housing or an imminent and serious threat to the property;
    - B. Serious or repeated violation of the terms and conditions of the lease;
    - C. Violation of applicable Federal, State, or local law through a Tenant's record of conviction of a crime that directly threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants in the property.
    - D. When the Tenant unreasonably refuses to provide the Owner access to the Unit to allow the Owner to repair the Unit;
    - E. When the Owner intends to withdraw the Unit from the rental market to occupy the Unit; allow the Owner's family member to occupy the Unit; or demolish or substantially rehabilitate the Unit;
    - F. When the Owner must terminate a tenancy to comply with an order issued by a governmental entity or court that requires the Tenant vacate the property or Unit;
    - G. When the Owner must terminate a tenancy to comply with a local ordinance

that necessitates vacating the residential real property; or

H. When the Tenant fails to purchase a housing Unit within the timeframes listed within the Tenant's lease-purchase agreement.

b. The Owner is not permitted to terminate tenancy or refuse to renew a lease if doing so would violate Federal, State, local law, the requirements of this addendum, or the requirements of the HOME Program including but not limited to requirements under the Fair Housing Act, nondiscrimination, and VAWA.

c. Procedural Requirements

(i) To terminate or refuse to renew tenancy, the Owner must serve a written notice to vacate upon the Tenant specifying the grounds for the action at least 30 days before the termination of tenancy and provide a copy of the notice to vacate to the participating jurisdiction in accordance with the rental assistance contract or the participating jurisdiction's policies and procedures. The minimum 30-day period is not required if the termination of tenancy or refusal to renew is due to a direct threat to the safety of the Tenants or employees of the housing or an imminent and serious threat to the property and the termination of tenancy or refusal to renew is in accordance with Federal, State and local laws as per [24 CFR §92.253\(d\)\(1\)\(iii\)](#).

(ii) The Owner must institute a civil court proceeding in which the Tenant or a household member has the opportunity to present a defense and obtain a court order on the rights of the parties before terminating the tenancy of a Tenant or household member.

(iii) The Owner may not perform a constructive eviction such as locking the Tenant out of their Unit or stopping service on utilities servicing the Tenant's Unit. The Owner may not create a hostile living environment or refuse to allow for a reasonable accommodation to cause the Tenant to terminate their tenancy in a HOME-assisted Unit.

**Part C: Signatures**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Print or Type Name of Family Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Amy Deidel

**Meeting Date:** Tuesday, January 13, 2026, 6:00 PM

**Agenda Category:** Consent Items

**Agenda Item:** 6D.

**Subject:** Resolution - Intergovernmental Agreements with the Colorado Judicial Department for the annual provision of a juror list

- Resolution No. 2026-04 approving the 2026 Juror List Intergovernmental Agreement (IGA) with the Colorado Judicial Department and Delegating Authority for Future Juror List IGAs

**Goals:** N/A

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## Overview

[View Correspondence](#)

[View Presentation](#)

A state juror wheel is a database of names of potential jurors that is used to randomly select jurors for service. The Colorado Judicial Department is required by C.R.S. § 13-71-108 to compile and maintain, in electronic form, a master juror wheel identifying potential jurors for the state courts of Colorado and is charged with certain responsibilities concerning public disclosure of information contained on the list of potential jurors. The City and County of Broomfield is required by C.R.S. § 13-10-114(2) to establish a procedure for summoning and selecting prospective jurors. The wheel includes names, addresses, and dates of birth.

### **Attachments**

[Memo for IGA Approval for Jury Wheel 2026-04 \(2\).pdf](#)

[Resolution for 2026 IGA approval and Delegation re Juror List.pdf](#)

[IGA for Juror List Template 2026 Wheel2.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

A state juror wheel is a database of potential jurors' names used to randomly select jurors for service. The Colorado Judicial Department is required by C.R.S. § 13-71-108 to compile and maintain, in electronic form, a master juror wheel identifying potential jurors for the state courts of Colorado and is charged with certain responsibilities concerning public disclosure of information contained on the list of potential jurors. The City and County of Broomfield is required by C.R.S. § 13-10-114(2) to establish a procedure for summoning and selecting prospective jurors. The wheel includes names, addresses, and dates of birth.

Resolution No. 2026-04 would approve an intergovernmental agreement with the Colorado Judicial Department for the juror wheel. With this IGA, the Department would make pertinent portions of its current master juror wheel available to Broomfield for the purpose of identifying prospective jurors within Broomfield's jurisdiction. The state and Broomfield are authorized by C.R.S. § 29-1-203 to enter into agreements with one another to provide any function or service lawfully authorized to each.

In addition, Resolution 2026-04 would delegate authority to the Court Administrator and the Presiding Municipal Judge to execute future intergovernmental agreements with the Colorado Judicial Department for the purpose of receiving the annual juror list, which is necessary for the operations of the Municipal Courts.

## Financial Considerations

There are no fiscal impacts with this intergovernmental agreement.

## Prior Council or Other Entity Actions

CCOB has entered into agreements for jury wheels approximately every one to two years. The last agreement was:

[Resolution 2024-172](#)- On Dec. 3, 2024, Council approved the IGA with the Colorado Judicial Branch for the 2025 juror wheel.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with this IGA, the appropriate motion is...

**That Resolution 2026-04 be adopted.**

## Alternatives

Council can reject the IGA. Without this jury wheel, Broomfield's Court administrator would need to expend resources and funds to create its own juror wheel.

# RESOLUTION NO. 2026-04

A resolution approving the 2026 Juror List Intergovernmental Agreement with the Colorado Judicial Department and delegating authority for future juror list agreements

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

## Section 1.

The 2026 Intergovernmental Agreement between the City and County of Broomfield and the Colorado Judicial Department for the provision of a juror list is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign, and the Office of the City and County Clerk to attest the 2026 Agreement, in form approved by the City and County Attorney.

## Section 3.

The Court Administrator and the Presiding Municipal Judge are authorized to execute future intergovernmental agreements with the Colorado Judicial Department for the purpose of receiving the annual juror list, which is necessary for the operations of the Municipal Courts.

## Section 4.

This delegation of authority will stay in effect until specifically revoked or replaced with a replacement delegation of authority.

Approved on January 13, 2026

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

## INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF JUROR LIST

1. PARTIES. The Parties to this Intergovernmental Agreement for Provision of Juror List (“Agreement”) are the COLORADO JUDICIAL DEPARTMENT (“Department”), by and through the Office of the State Court Administrator located at 1300 Broadway, Suite 1200, Denver, Colorado 80203, and the [City and County of Broomfield for and on behalf of its Municipal Court](#) (“City”). Department and City may be referred to collectively as “Parties.” In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
2. RECITALS & PURPOSE. The Department is required by C.R.S. § 13-71-108 to compile and maintain, in electronic form, a master juror wheel identifying potential jurors for the state courts of Colorado and is charged with certain responsibilities concerning public disclosure of information contained on the list of potential jurors. The City is required by C.R.S. § 13-10-114(2) to establish a procedure for summoning and selecting prospective jurors. The Parties desire to make pertinent portions of Department’s current master juror wheel available to the City for purposes of identifying prospective jurors within the City’s jurisdiction. The Parties are authorized by C.R.S. § 29-1-203 to enter into agreements with one another to provide any function or service lawfully authorized to each.
3. EFFECTIVE DATE. This Agreement shall be effective upon the date it is fully executed by both Parties and shall terminate upon the City’s performance of responsibilities as identified in subsection 5.d. below.
4. THE DEPARTMENT’S RESPONSIBILITIES. The Department shall prepare and deliver a list of potential jurors (“Juror List”) derived from its 2026 master juror wheel to the City, and at no cost to the City, as follows:

Boundaries: [City and County of Broomfield](#)

Zip codes: [80020, 80021, 80023](#)

Other Features: (If any) [None](#)

Format: [Excel Spreadsheet](#)

Delivered by means of [Email](#)

Emailed to: [Court Administrator](#)

Name: [Amy Deidel](#)

Email Address: [adeidel@broomfield.org](mailto:adeidel@broomfield.org)

Delivery date: [As soon as possible](#)

5. THE CITY’S RESPONSIBILITIES.

- a. The City shall treat the Juror List as a confidential record and shall not permit the inspection of the Juror List by the public or release the record by any means to the public or to any person other than City employees who, by virtue of their job duties for the City, need access to the Juror List. The City will instruct its employees, agents, or any individual with access to the Juror List, that they are bound by this duty of

confidentiality. The City agrees to immediately notify the Office of the State Court Administrator by telephone at (720) 625-5000 upon discovery of any unauthorized use or disclosure of the Juror List.

- b. In the event that the City receives a request to inspect or copy the Juror List or any part thereof, the City shall promptly refer the requesting party to the Office of State Court Administrator at 1300 Broadway, Suite 1200, Denver, CO 80203 or by telephone at (720) 625-5000.
- c. The City shall only use the data furnished in the Juror List for the purpose of selecting jurors for trials in the City's courts and the City shall not use the data for any other purpose.
- d. Upon discontinuing the use of the Juror List for any reason whatsoever, the City shall return to the Department all copies of the Juror List, in form and manner as requested by the Department. Any copy or copies that cannot be returned must be destroyed.

The terms and conditions in the above Agreement are accepted by the Parties by authorized signatures below.

COLORADO JUDICIAL DEPARTMENT

By: \_\_\_\_\_  
Typed: Steven Vasconcellos  
Title: State Court Administrator  
Date: \_\_\_\_\_

CITY AND COUNTY OF BROOMFIELD

By: \_\_\_\_\_  
Guyleen Castriotta, Mayor  
Date: \_\_\_\_\_



## BROOMFIELD CITY COUNCIL

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**To:** Mayor and City Council

**From:** Jennifer Hoffman, City and County Manager

**Presented By:** Jeffrey Schreier

**Meeting Date:** Tuesday, January 13, 2026, 6:00 PM

**Agenda Category:** Action Items

**Agenda Item:** 7A.

**Subject:** Public Hearing-Ordinance Second Reading -Approving a Business Investment Agreement with GLC Health Ventures, LLC

- Ordinance NO 2282 approving A Business Investment Agreement with GLC Health Ventures

**Goals:** N/A

---

## Overview

[View Correspondence](#)

[View Presentation](#)

GLC Health Ventures LLC plans to build a 53,000-square-foot health facility in Broomfield for Ernest Health, representing a \$30 million investment that is expected to create jobs and expand the local tax base. Ordinance 2282 would approve a business investment agreement providing up to \$300,000 in tax reimbursements, matched by the Metro District through site improvements. The agreement follows Broomfield's established model of performance-based incentives tied to actual tax payments and investment. Overall, the project is anticipated to strengthen economic growth and accelerate property tax revenues within the district.

### **Attachments**

[GLC Health Ventures Memo for Business Investment Agreement - 2nd Reading -1-5-2026 Updated Re Grackled.pdf](#)

[Ordinance No. 2282 - Approving an Investment Agreement with GLC Health Ventures - 2nd Reading.pdf](#)

[GLC Health Ventures Signed Development and Business Investment Agreement \(1\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

GLC Health Ventures LLC, is a real estate and private equity firm that is constructing a new 53,000 square foot health facility in Broomfield for Ernest Health. The construction of the new facility and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues. Ordinance 2282 would approve a business investment agreement with GLC Health Ventures LLC. The agreement is limited to total reimbursement of tax revenues paid by the developer for the location and establishment of the health facility, with a maximum amount of up to \$300,000 with a required match of \$300,000 by the Verve Metropolitan District No. 1 via accepted improvements to the site.

Broomfield has built and maintained a strong, diversified tax base ([Community Goal 1: Financial Sustainability and Resilience, Indicator 1.D](#)), through balancing residential and business development and growth. To support business success and growth, our continuing efforts range from developing a productive, talented workforce, supporting commercial development matching current demands and next-generation needs for workspace, and maintaining a focus on reasonable, reliable business costs in providing quality services and effective infrastructure.

Businesses are facing several challenges as they strive to meet customer demands, innovate new products and services, and support their employees and their families. Business decisions, on where and when to locate and grow, are increasingly being influenced by preferences and behavior choices of future employees. Broomfield programs and services align with these factors, including ensuring a range of housing choices (access, location, and costs), transportation mobility, workforce development, education programs, and opportunity. The staff works closely with commercial developers to encourage new and redeveloped workspaces to increase the amount and type of spaces. These work efforts include work with the owners and developers of Simms Technology Park, Baseline, and existing buildings and spaces around West Midway and Interlocken.

Balancing the cost of doing business while making strategic investments in infrastructure and services continues to be a primary goal and outcome for Broomfield, area, and state leaders. Like other communities in the Denver metro, Broomfield occasionally provides business investment agreements to specific businesses in targeted business sectors as a means to maintain and strengthen our local economy and tax base.

Through 2024 and 2025 Council has approved investment agreements for businesses like La Belle Bakery, Peak Energy, and Raven Space Systems bringing the total number of business investment agreements to 14. These previous agreements range from supporting Ball Aerospace's new Technology and Research facility and operations (approved in 2020, a total commitment of \$2.65M) to the La Belle Bakery agreement (approved in 2024, a total commitment of \$30,000).

Broomfield's approach to business investment agreements has followed a consistent model, with the terms of the agreement requiring specific performance related to new investment, employment, and taxes generated, which is demonstrated through employment certification and tax payments. Upon receipt of the tax payment, a portion of the generated taxes are then remitted to the company. Both the specific application of taxes (sales and use, real (Ad Valorem) property, and business personal property) and the shares are prescribed in the agreement.

Broomfield has generally capped the share of the tax revenue remitted in a direct business investment agreement to less than fifty percent (50%) of the new taxes generated, and generally limits the agreements to a 10-year reimbursement period. As a note, development support agreements (such as the Baseline Managed Growth and Development Agreement (MGDA) and the Broomfield Town Square Redevelopment and Reimbursement Agreement (BTS RRA)) may have different approaches and terms.

### **Investment Agreement for GLC Health Ventures LLC.**

Ordinance 2282 would approve a business investment agreement with GLC Health Ventures LLC who will construct a new facility for Ernest Health in Broomfield. The building construction and the anticipated growth will increase job opportunities, deepen private investment, further diversify the local economy, and grow the tax base; and thus, increase annual tax revenues.

GLC Health Ventures LLC endeavors to construct a 53,000 square foot health facility at 9150 Metro Airport Avenue. This is the first phase in their plan to expand their business. Ernest Health Systems is a network of rehabilitation and long-term acute care hospitals. They focus on providing specialized medical and rehabilitative services to patients recovering from disabilities by injuries or illness, or from chronic or complex medical conditions. The current capital investment is projected to be \$30 million at this location along with improvements to the facility, including equipment.

The proposed business investment agreement is limited to total reimbursement of tax revenues paid by the business for the location and establishment of the health facility, with a maximum amount of up to \$300,000 (requiring matching funds from the Verve Metropolitan District No. 1 in the form of public improvements) over a term of seven years. The agreement proposes issuing more than 50% of the taxes for the use tax and business personal property tax streams because, when combined with real property tax, they account for less than 50% of the total new taxes generated for this project. This proposed agreement includes:

- partial reimbursement of sixty percent (60%), of the company's payment made for the general fund portion (3.5%) of Broomfield's use tax for building supplies and equipment purchases remitted by the company, or its contractors; and
- partial rebate, sixty percent (60%), of the business personal property taxes remitted by the company or its occupant for the City and County of Broomfield portion of the business personal property taxes.

Business investment agreements are approved by ordinance. The agreement is a pledge by Broomfield to reimburse a business all or a portion of the sales, use, and personal property taxes generated by the taxable activity of the business over multiple years, thereby creating an indebtedness requiring approval by ordinance, per the City and County Attorney.

## **Financial Considerations**

As shown in the sources and uses of funds summary below, the sources of funds are taxes owed to and paid to the City and County of Broomfield (does not include any taxes collected by the City and County of Broomfield Treasurer on behalf of and paid to other governmental organizations). The payments will be authorized and made, per the agreement, under the approval of the annual budgets.

Current projections indicate tax increment revenues from the district will be sufficient to fully satisfy these reimbursement obligations ahead of the URA's original sunset date. The addition of new commercial space through this proposed development, combined with Raven Space Systems' planned capital investment, is expected to further boost property tax generation, further expediting the payoff of the URA's commitments.

This accelerated revenue trajectory underscores the positive fiscal impact of strategic business attraction within established urban renewal districts.

Sources and Uses of Funds	Amount
GLC Health Ventures LLC and Ernest Health Use Tax and Business Personal Property Tax Payments (estimated 2026-2032)	\$1,900,000
GLC Health Ventures LLC (sharing agreement, maximum)	\$300,000
Projected Balance	\$1,600,000.00

## Prior Council or Other Entity Actions

Ordinance 2282 was approved on first reading on [December 9, 2025](#).

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to proceed with the investment agreement and provide business support through reimbursement of a share of added use taxes and business personal property taxes derived from the construction of the specific business, it is recommended...

That Ordinance 2282 be adopted on second reading and ordered published in full.

## Alternatives

Do not approve Ordinance 2282, to provide business support through reimbursement of a share of added business personal property tax and use taxes derived from the construction of the specific businesses.

# **ORDINANCE NO. 2282**

An Ordinance Approving A Business Investment Agreement with GLC Health Ventures, LLC

## **Recitals.**

Whereas, Broomfield has built and maintained a strong, balanced tax base through balancing residential and business development and growth.

Whereas, in order to attract, grow and retain businesses within the community, Broomfield occasionally provides business investments to specific businesses in targeted business sectors.

Whereas, the benefits of expanding and relocating businesses within Broomfield include an increase in employment and wage earning opportunities for residents and an increase to local tax revenue from real and personal property, lodgers and sales and use taxes.

Whereas, Broomfield is intentionally limited in its use of business investments to support businesses. Business investment agreements are performance based, with a reimbursement to the recipient company from collected revenues resulting from the business's taxable activity over a period of up to ten years.

Whereas, the revenues subject to reimbursement pursuant to a business investment agreement may include sales taxes, use taxes and personal property taxes paid by the business to Broomfield. Business investments do not include tax revenues collected by Broomfield on behalf of other governmental entities.

Whereas, the City has determined that supporting the growth of local businesses and the relocation or expansions of selected businesses to Broomfield is in the best interest of the City, serves the public interest, and benefits the public.

Whereas, pursuant to Section 6.4 of the Home Rule Charter, every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing a burden upon or limiting the use of private property, shall be by ordinance.

Whereas, Chapter 3-40 of the Broomfield Municipal Code authorizes the City Council to enter into an agreement to provide all or a portion of Broomfield's retail sales and use tax revenue generated by taxable activity to be used to provide investments to attract individual retail or commercial businesses to Broomfield.

Whereas, the pledge by Broomfield to reimburse a business all or a portion of sales, use and personal property taxes generated by the taxable activity of the business over multiple years creates an indebtedness requiring approval by ordinance.

Whereas, City Council has determined it appropriate to enter into business investment agreements to GLC Health Ventures, LLC; a form of which is on file with the City Clerk.

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

### **Section 1.**

The business investment agreement, by and between the City and County of Broomfield and GLC Health Ventures, LLC, in substantially the form presented to the City Council and on file with the City Clerk, is hereby approved.

### **Section 2.**

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

### **Section 3.**

This ordinance shall be effective seven days after public notice following final passage.

Introduced and approved after first reading on December 9, 2025, and ordered published in full.

Introduced a second time and approved on January 13, 2026, and further ordered published.

The City And County Of Broomfield, Colorado

\_\_\_\_\_  
Mayor

Attest:

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

Approved As To Form:

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

KF

**INVESTMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF BROOMFIELD  
AND  
GLC HEALTH VENTURES, LLC.**

1.0 PARTIES. The parties to this Agreement (hereinafter referred to as the "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (hereinafter referred to collectively as the "City") and GLC Health Ventures, LLC (hereinafter referred to as "GLC") and provided that City and GLC may be individually referred to herein as a "Party" and together may be referred to as the "Parties."

2.0 RECITALS.

2.1 GLC is a developer which will build a 53,000 square foot medical building at 9150 Metro Airport Avenue (the "Facility").

2.2 GLC is constructing the Facility to be used as a rehabilitation center.

2.3 GLC anticipates it will lease or sell the Facility to Ernest Health Holdings, LLC or its affiliate (the "Occupant").

2.4 It is expected that the Facility once constructed and occupied will result in a total capital investment (construction cost, furnishing, fixtures, equipment) in excess of \$30,000,000.

2.5 It is the policy of the City to support its local businesses and to encourage the creation and retention of local jobs.

2.6 The City finds and determines that the development proposed by GLC is in the best interest of the City, serves the public interest, and benefits the public.

3.0 THE OBLIGATIONS OF GLC. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, GLC agrees as follows:

3.1 GLC shall construct and cause to be occupied a medical facility of no less than 50,000 square feet at 9150 Metro Airport Avenue. Evidence of meeting this requirement will be:

3.1.1 By achieving approval for the construction and securing a certificate of occupation for the site, and

3.1.2 *Ad Valorem* Property Tax Records showing the location, tax liability, and payment by GLC as an entity within the City and with taxes owed to the City.

3.1.3 Business Personal Property Tax Records showing the location, tax liability, and payment by either GLC or Occupant as an entity within the City and with taxes

owed to the City.

3.2 In exchange for the receipt of any tax rebates from the City, GLC shall have leased or sold the Facility to Occupant, and said Occupant shall employ no less than 25 full time equivalent employees at the Facility through the expiration of this agreement.

4.0 THE OBLIGATIONS OF THE CITY. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City agrees as follows:

4.1 Use Tax Rebate. The City agrees to rebate and pay to GLC and/or Occupant an amount equal to sixty percent (60%) of the City's 3.50% use tax, which percentage excludes 0.25% presently allocated for open space and 0.40% presently allocated for the county functions, levied and collected on building construction materials used in the initial construction of the proposed development and the purchase and installation of equipment on the leased property (hereinafter referred to as the "Use Tax Rebate"). For the avoidance of all doubt, the Use Tax Rebate shall apply to both GLC and the Occupant concurrently.

4.2 Personal Property Tax Rebate. The City agrees to rebate and pay to GLC an amount equal to sixty percent (60%) of the city and county business personal property taxes paid by GLC or Occupant and retained by the City, for taxable personal property located within the Facility beginning on January 1<sup>st</sup> of the first tax year in which the Facility is occupied and Business Personal Property Tax is paid (such as Business Personal Property tax assessed on January 1, 2026 to be paid in 2027) and for the duration of this agreement as long as the Facility remains located and operating in the City. No rebate will be paid for any year in which GLC or Occupant fails to maintain the required full time employment minimums pursuant to Section 3.2 above. In order to receive the Personal Property Tax Rebate, GLC or Occupant shall certify to the City in writing on or before July 15<sup>th</sup> of each year that it has maintained the necessary number of employees at the Facility for the previous 365 days. Payment of the rebate shall be submitted to GLC by the City within forty-five (45) days of the City's receipt of the certification.

4.3 Maximum Rebate. The maximum rebate to be paid by the City to GLC and Occupant together from the shared use tax and property tax when combined shall not exceed three hundred thousand dollars (\$300,000.00).

5.0 Term. The Term of this Agreement shall commence on the date of final approval by the Parties and shall continue for seven years at which time the Agreement will automatically terminate. All obligations of the City to rebate and pay use tax, business personal property tax, and real property tax shall terminate upon termination of the Agreement.

6.0 Repayment Conditions. During the term of the agreement, year one to year seven, if in any year GLC fails to construct the Facility or GLC or Occupant fails to maintain the required full time employment minimums pursuant to Section 3.2 above, no

rebate for that year shall be made to GLC or Occupant.

6.1 Payments are conditioned upon the Facility having received a financial contribution by the Metro District for public improvements to the site inclusive of any bordering land and any off-site or adjacent work necessary to support the site—such as, but not limited to, stormwater detention, retaining walls, grading, or related infrastructure— that have been accepted by the City through normal construction inspections. Any payments owed by the City pursuant to this Agreement shall be limited to the amount of financial contribution made by the Metro District; however, in no case will such payments by the City exceed the Maximum Rebate amount of three hundred thousand dollars (\$300,000.00).

7.0 Miscellaneous.

7.1 The City shall calculate and pay GLC or Occupant any rebate authorized by the Agreement based upon the actual taxes levied and collected and not the amounts of tax estimated herein.

7.2 The City's obligations pursuant to this Agreement terminate if GLC does not complete the construction of the Facility in the City following the commencement of this agreement. The City agrees to use its best efforts, including but not limited to, assigning a senior level staff person to assist GLC with the process necessary for obtaining the permits and approvals required for the development and operation of the Facility.

8.0 ASSIGNMENT. This Agreement shall only be assigned by GLC without the prior written consent, but with 30 days written notice, of the City to Ernest Health Holdings, LLC or its affiliates. GLC shall not have the right to assign this Agreement to any other entity without prior written consent of the City.

9.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

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

11.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, acts of terrorism, regulations or order by civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

12.0 DEFAULT. Time is of the essence. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by either Party within ten (10) business days following receipt of notice to the non-performing Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for damages that is limited to the amount of use and personal property taxes rebated under this Agreement.

13.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

14.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

15.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

16.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

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

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

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto and Occupant. 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 or Occupant.

21.0 FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. In the event the City fails to appropriate funds for this Agreement beyond the current fiscal year, the City shall have no obligations for rebates for future fiscal years. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other Party.

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

23.0 SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

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

25.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary; provided, however, that a copy of any correction made to this Agreement and attached exhibits, if any, by a Party shall immediately be provided to the other Party and, further, no such correction shall be effective unless the other Party has indicated its agreement with such correction

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

27.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, extension of time, or appropriation, budgeting, or payment action, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and neither Party shall be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability

of the other Party.

29.0 PRIOR AGREEMENTS. By entering into this Agreement, the Parties terminate any prior existing agreements entered into between the Parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of January, 13, 2026.

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

\_\_\_\_\_  
Mayor

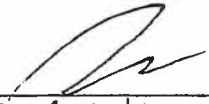
ATTEST:

\_\_\_\_\_  
Clerk & Recorder

APPROVED AS TO FORM:

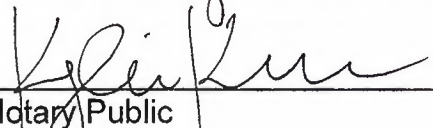
\_\_\_\_\_  
City & County Attorney

GLC Health Ventures, LLC.

  
By: RYAN RANS  
As: MANAGER

State of Indiana       )  
                                  ) ss.  
County of Hamilton )

The foregoing instrument was acknowledged before me this 26 day of  
November, 2025 by Ryan Rans as  
Manager of GLC Health Ventures, LLC.

  
Notary Public

My Commission expires: December 18 2031





# City and County of Broomfield

## City Council Regular Meeting

### B. Public Hearing - Ordinance - Second Reading - Update Landscape Code - Non-Functional Turf

Meeting	Agenda Group
Tuesday, January 13, 2026, 6:00 PM	Action Items Item: 7B.
Presented By	
Kate Volz, Senior Landscape Architect	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience <input checked="" type="checkbox"/> Growing Greener	

## Overview

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

This memorandum provides an overview of Ordinance 2291, which if approved, would update the Broomfield Municipal Code (BMC) with respect to the Broomfield Landscape Code and water conservation requirements. This is a minor, mostly administrative, update to the landscape code. It brings our terms in line with state definitions and makes a few small changes to further restrict artificial turf and non-functional turf where appropriate. Broomfield Landscape Code requirements will remain applicable only to new development and significant changes to existing properties (more than 50% changes) and the proposed changes do not modify requirements related to landscaping for single-unit (attached or detached) residential properties.

### **Attachments**

[Ordinance No. 2291 Landscape Code Update Memo 01.13.2026.pdf](#)

[Ordinance No. 2291 Revisions to the Landscape Code for Revised Turf Requirements 2nd Reading 1.13.2026.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

[Broomfield Voice](#)

This memorandum provides an overview of Ordinance 2291, which, if approved, would update the Broomfield Municipal Code (BMC) with respect to the Broomfield Landscape Code and water conservation requirements. This is a minor, mostly administrative, update to the landscape code. It brings our terms in line with state definitions and makes a few small changes to further restrict artificial turf and non-functional turf where appropriate. Broomfield Landscape Code requirements will remain applicable only to new development and significant changes to existing properties (more than 50% changes) and the proposed changes do not modify requirements related to landscaping for single-unit (attached or detached) residential properties.

This update is in response to State Bill 24-005: Prohibiting Landscaping Practices for Water Conservation and House Bill 25-1113: Limiting Turf in New Residential Development. Prior to these two pieces of legislation, State Bill 23-178: Water-wise Landscaping in Homeowners' Association Communities, effective August 7, 2023, established new standards for landscaping within common interest communities governed by HOAs, specifically for single-unit detached homes. The act was designed to remove barriers to water-wise landscaping by placing new limitations on HOA design and aesthetic guidelines. SB24-005 and HB25-1113 effectively build on this and solidify the state's goal of reducing water consumption.

Broomfield's current landscape code is already restrictive on the use of turf grass and meets the intent of the legislation. Ordinance 2291, if approved by Council, updates the existing landscape code so that the provided definitions are consistent with the state law and provides clarification on the use of nonfunctional turf in Broomfield.

## Financial Considerations

The proposed landscape code updates are not anticipated to have a significant impact on the City and County of Broomfield's finances. The Senior Landscape Architect will be able to lead the administration of the ordinance as drafted and uphold the code during plan review and on-site.

## Prior Council or Other Entity Actions

- August 22, 2023 City Council approved [Ordinance No. 2215](#), which repealed and replaced BMC 17-70 Residential Landscape Requirements with Chapter 17-70 Landscape Requirements for New Development.

## Boards and Commissions Prior Actions and Recommendations

On October 23, 2025, Ordinance No. 2291 was presented to the Parks, Recreation and Senior Services Advisory Committee (PRSSAC) and the Open Space and Trails Advisory Committee (OSTAC). The proposal was presented to OSTAC and PRSSAC due to the slight potential impact by the new definitions for native turf as a turf alternative and native turf as it relates to native areas. PRSSAC and OSTAC raised no concerns with the proposed landscape code update but did not make any formal recommendations.

This proposal was not presented to the Advisory Committee on Environmental Sustainability (ACES). This amendment was not presented to the ACES because it is expected to have minimal impact on water resource preservation. It aligns with recently approved state legislation, Broomfield's existing regulations are already more restrictive than the state's minimum standards, and the proposed changes are limited in scope.

## Proposed Actions / Recommendations

If Council desires to amend the Code consistent with staff's recommendations, the appropriate motion is:

**That Ordinance No. 2291 be adopted on second reading and be published by title.**

## Alternatives

Do not proceed with changes to the Code; provide staff direction on alternative updates.

## Staff Memorandum from the First Reading

The [staff memorandum from the first reading of Ordinance No. 2291](#) on December 9, 2025 includes a detailed discussion of the proposed code changes.

## Public Engagement

A [Broomfield Voice](#) was created as this proposal. Due to the minor, administrative nature of this ordinance, a community meeting, direct mailings, and social media posts were not conducted. A public hearing will be held concurrent with the second reading of the Ordinance and any public comments received by email will be provided in the correspondence folder for this agenda item.

Staff has discussed the potential updates included in Ordinance No. 2291 during pre-application meetings held with developers and designers bringing forward new applications in 2026. Staff has not received any specific feedback regarding these changes, likely based on the fact that these proposed changes are limited in scope.

## Ordinance No. 2291

Proposed Ordinance No. 2291 amends Title 17, Zoning, of the Broomfield Municipal Code related to the landscape code. If approved on second reading, proposed Ordinance No. 2291 will be published by title, and become effective 7 days after publication.

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

## ORDINANCE NO. 2291

An ordinance to update the Landscape Code, Chapter 17-70 relating to turf and other related revisions

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

### Section 1.

Chapter 17-70, Landscape Code, of the Broomfield Municipal Code is amended as follows:

17-70-020 - Applicability.

(A) *General.* **Except as more particularly provided in BMC 17-70-140 (maintenance),**  
~~The~~ landscaping requirements of this Chapter 17-70 shall apply to the following properties:

- (1) All new construction, including residential and non-residential, that are to be constructed by a developer or property owner;
- (2) All construction projects that cumulatively increase the gross floor area of the lot by sixty-five percent (65%) or more;
- (3) The total redevelopment of a parcel, including demolition and new construction;
  - (i) Redevelopment of a parcel means the demolition of an existing structure or building in anticipation of new development. ~~This chapter does not apply to modifications by a property owner or homeowner's association to existing landscaping only.~~
- (4) Construction of parking lots containing 10 or more spaces, or expansion of existing parking lots by more than i) 10 spaces, or (ii) 50% of the existing parking lot area, whichever is greater; and
- (5) All construction projects that result in a disturbance of more than fifty percent (50%) or more of the aggregate landscape area.**
- (6) All public land dedications as required by the Broomfield Municipal Code Chapter 16-28-120, shall comply with the provisions of this chapter unless such property is specifically exempted from these regulations based on the specific Open Space characteristics of the subject property and as approved by the city and county manager or their designee.

(B) *Existing Plans or Approvals.* Except as provided in this chapter, all landscape plans approved prior to January 1, 2024, including but not limited to approved site development plans, planned unit development plans, and urban renewal site plans, are not required to comply with provisions of this code, but shall be maintained in compliance with the applicable regulations and requirements in place at the time they were originally installed. **Any landscape plans approved prior to January 31, 2026, shall not be required to comply with the revisions to the landscape code found in**

**Ordinance No. 2291.**

- (C) *Landscape Plans and Water Budgets.* A landscape plan and water budget, as applicable and as provided in this chapter, is required for all development as set forth in BMC 17-70-020(A) above and shall be submitted with a site development plan/urban renewal site plan (SDP/URSP) or with a building permit if no SDP/URSP is required. The landscape plan shall be prepared and stamped by a Colorado licensed landscape architect, except for plans for a single-family unit dwelling detached or a manufactured home which do not need to be prepared and stamped by a Colorado licensed landscape architect.
- (D) *Conflicts.* If there is a conflict between the various landscaping standards, the more restrictive standard shall apply. Wherever the requirements for two or more landscaping standards overlap, the same plant material may be counted toward meeting the requirements of both standards.

17-70-030 - Definitions. As used in this chapter, unless the context clearly requires otherwise, the following words and terms shall have the meanings set forth in this section:

- (A) *Cool-Season Turfgrasses* means annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue and similar varieties.
- (B) *Curbside Landscaping* means the property adjacent to right-of-way or the adjoining right-of-way itself that are used for the planting of street trees and other plant material.
- (C) *Diameter at Breast Height (DBH)* means the standard measurement used in forestry and tree studies to assess the size of a tree trunk. DBH is determined by measuring the diameter of the tree trunk at a standardized height, which is typically 4.5 feet (1.37 meters) above the ground level. This measurement is taken using a tape measure or calipers and is commonly used as an indicator of a tree's size, growth, and maturity.
- (D) *Evapotranspiration* means the quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time.
- (E) *Functional Turf* means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground; a sports field; a picnic ground; an amphitheater; a portion of a park; and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough.
- (F) ~~(E)~~ *Hydrozone* means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated hydrozone.
- (G) *Invasive plant species* means plants that are not native to the state and that (i) are introduced into the state accidentally or intentionally; (ii) have no natural competitors or predators in the state because the state is outside of their

competitors' or predators' range; and (iii) have harmful effects on the state's environment or economy or both.

- (H) ~~(F)~~ *Irrigation efficiency* means the measurement of the amount of water beneficially used divided by the amount of water applied.
- (I) ~~(G)~~ *Landscape* means any combination of living plants, such as trees, shrubs, vines, ground covers, flowers or grass; natural features such as land and water forms, rock, stone, bark chips or shavings; and structural features, including, but not limited to, fountains, reflecting pools, outdoor artwork, screen walls, fences, or benches.
- (J) ~~(H)~~ *Landscape buffer* means a land area with landscape plantings and other components used to visibly separate one use from another or to shield or block noise, lights, or other nuisances.
- (K) ~~(I)~~ *Landscaped area* means the entire parcel, less the building footprint, driveways, non-irrigated portions of parking lots, hardscapes- such as decks and patios, and other non-porous areas. Water features are included in the calculation of the landscaped area. Areas dedicated to edible plants, such as orchards or vegetable gardens are not included.
- (L) ~~(J)~~ *Landscaping and/or landscape improvements* means plantings of grass, shrubs, trees or similar living plants, with minimal use of other ground surface treatment such as decorative rock, bark, or stone. These inert materials are allowed to be used in conjunction with live material in planting beds, but do not count toward the calculations of required landscaping and/or landscaping improvements.
- (M) ~~(K)~~ *Mulch* means any material such as leaves, bark, straw, gravel, or other materials left loose and applied to the soil surface for the beneficial purpose of reducing evaporation.
- (N) ~~(L)~~ *Native plant* means a species that is indigenous within the Colorado Front Range and naturally occurring in one or more plant communities.
- (O) *Native seed mix as turf alternative* means a native seed mix intended for residential lawns, parks, or areas where people walk/play that prioritizes low-growing, durable species that tolerate mowing or light traffic and is selected for aesthetics (uniform look, green cover).
- (P) *Native seed mix for native areas* means a native seed mix designed for open space, habitat, or naturalized zones that includes taller grasses and diverse forbs (flowers) to support pollinators and wildlife and emphasizes ecological resilience rather than uniform appearance.
- (Q) *Nonfunctional Turf* means turf that is not functional turf, including turf located in a street right-of-way, parking lot, median, or transportation corridor. It does not include turf that is designated to be part of a water quality treatment solution required for compliance with federal, state, or local agency water quality permitting requirements that is not irrigated and does not have herbicides applied.
- (R) ~~(M)~~ *Open Space* means a parcel of land intentionally protected from development and set aside for unstructured passive recreation, and the appreciation of natural

surroundings. Open Space may contain, but is not limited to, trailheads and trails, waterbodies, wetlands, wildlife viewing areas, agricultural lands, fishing facilities and other facilities that support uses compatible with the site's resources and conditions.

- (S) ~~(N)~~ *Ornamental tree* means a tree planted primarily for its decorative value, or for screening and that typically does not exceed a height of thirty feet (30').
- (T) ~~(Θ)~~ *Rain sensor or rain shutoff device* means a device connected to an irrigation controller that overrides scheduled irrigation when significant precipitation has been detected.
- (U) ~~(P)~~ *Shade tree* means a deciduous tree planted primarily for its high crown of foliage or overhead canopy.
- (V) ~~(Q)~~ *Shrub* means a self-supporting woody perennial plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than twelve feet (12') in height at its maturity. It may be evergreen or deciduous.
- (W) ~~(R)~~ *Streetscape* means the landscape treatment of a street edge, including vegetation, sidewalks, streetlights, fencing, signs, utilities, and similar facilities.
- (X) *Transportation Corridor* means a geographical land area with a transportation system that includes all modes and facilities within the described area, having length and width.**
- (Y) ~~(S)~~ *Tree Maturity* means the point at which a deciduous tree achieves a diameter of six inches at breast height (DBH).
- (Z) ~~(T)~~ *Tree Opening* means box or rectangle open area where the tree sits when surrounded by a hard surface.
- (AA) ~~(U)~~ *Turf or turfgrass* means a surface layer of earth containing mowed grass with its roots. *Turf or turfgrass* means continuous plant coverage consisting of nonnative grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots.**
- (BB) ~~(V)~~ *Understory* means assemblages of natural low level woody, herbaceous, and ground cover plant species that exist in the area below the canopy of trees.**
- (CC) ~~(W)~~ *Vegetable Garden* means a plot of ground or an elevated soil bed in which pollinator plants, flowers, vegetables, herbs, fruits, leafy greens, or other edible plants are cultivated.**
- (DD) ~~(X)~~ *Xeriscape* means a water efficient landscape adapted to the local environment.**

17-70-040 - Landscape Reference Manual. The Community Development Department is authorized and directed to create, adopt and revise a Landscape Reference Manual containing policies, procedures, standards, maps, plant lists and other provisions necessary to implement the provisions of this Chapter 17-70. Prior to the preparation of a formal landscape plan submittal, designers shall consult the Landscape Reference Manual, which is available on the

City's website, for specific requirements regarding plan setup, scale, notes, plant symbology, standard tables, and the water-wise plant list. The Landscape Reference Manual shall also provide examples to illustrate the requirements of this section.

17-70-050 - General Landscaping Standards.

• • •

(B) *Artificial Turf Standards or Non-Vegetative Turfgrass.* Where permitted, artificial turf shall comply with the following standards:

(1) *Allowed Use.*

- (i) Artificial turf may be used in sports field applications.
- (ii) Artificial turf may be used to replace sod or native seed areas in backyards of single-family unit (detached and attached) residential lots. If a property owner installs artificial turf, the property owner shall still meet the Residential Yard Landscape Requirements per Table 1.
- (iii) ~~Artificial turf may be used in non-residential and mixed-use developments.~~ **Artificial turf may be used as a component of a project designed and approved by a professional engineer for civil infrastructure projects, including but not limited to:**
  - (a) **Covers for solid water facilities and brownfield sites**
  - (b) **Revetments for slopes, channels, levees, and dams.**
- (iv) Artificial turf specifically designed for pet use may be used in dog parks.

(2) *Materials.* Artificial turf shall be a cut pile infill type and shall be manufactured from polypropylene, polyethylene, or a blend of polypropylene and polyethylene fibers stitched onto a polypropylene or polyurethane mesh or hole-punched backing. Hole-punched backings shall have holes spaced in a uniform grid pattern with spacing not to exceed four inches by six inches on center.

(3) *Installation.* Artificial turf shall be installed per the manufacturer's recommendations. Additional underground drainage will be required and may be reviewed on a case-by-case basis based on impacts to the existing drainage system.

- (i) *Slope Restrictions.* The installation of artificial turf on slopes greater than 6.6% shall require the applicant to consult with the manufacturer on recommendations for installation and use.

(4) *General Appearance.* Artificial turf shall be installed and maintained to effectively simulate the appearance of a well-maintained turfgrass.

(5) *Specific Prohibited Uses.*

- (i) Artificial turf may not be used within curbside landscape areas and medians in any zone district.
- (ii) Artificial turf may not be used to satisfy living plant material requirements.
- (iii) Where the use of artificial turf or natural turf is permitted, the use of indoor or outdoor plastic or nylon carpeting or other materials or combinations of materials as a replacement for artificial turf or natural turfgrass is prohibited.

- (iv) Artificial turf shall not be used in the right-of-way.

(C) *Turfgrass Requirements.* The design of all new turfgrass areas shall comply with the following requirements:

- (1) *Residential Yard Turfgrass Requirements.* Residential yards shall meet the turfgrass and other requirements set forth in Table 1 below.

- (2) *Turfgrass Area Limitations for All Other Development Areas Except Multi-Purpose Fields, ~~and~~ Golf Courses and Functional Turf Areas.* In all other development sites except multi-purpose fields, ~~and~~ golf courses, and functional turf areas, the use of cool-season turfgrass or sod, seed and seed mixtures that contain more than 20% of a mixture of cool-season grass species shall be prohibited, and turfgrass or sod, seed and seed mixtures shall be limited to not more than 30% of the site's total landscaped area. The area consisting of high-water using species of cool-season turfgrasses such as Kentucky Bluegrass shall be contiguous, and patches located throughout the site shall be avoided. For the purposes of these standards "contiguous" shall mean all abutting areas and areas that may be separated by a pedestrian walk or trail. Areas separated by pavement used for vehicular circulation are not considered contiguous.

- (i) *Exceptions and Exemptions.* Tot lots and recreational areas that benefit from the durability of cool-season turfgrasses are exempt from contiguity requirements of this section. All other requirements shall apply.

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#### **17-70-070 Curbside and Urban Street Frontage Landscaping.**

(A) *Curbside Landscaping.* Curbside landscaping shall include requirements for detached walks, street trees, plantings, and mulches.

- (1) *General.*

- (i) Street trees and curbside landscaping are required whether on a public or private street or right-of-way. Evergreen trees shall not be used as street trees. Existing deciduous street trees in good health and condition may be used to satisfy the street tree requirement if they are part of the curbside landscaping.
  - (ii) Streets with detached walks shall have curbside landscapes that include the area within the right-of-way as measured between the back of the curb and face of the walk. The curb is not counted as part of the curbside landscape.
  - (iii) Street trees shall be centered within the curbside landscape area. The uniform placement of street trees is intended to create a continuous street edge. Trees may be grouped to achieve a specific aesthetic; however, the intent is to avoid large areas without street trees. No gap between groupings of street trees shall exceed 120 feet, and no trees shall be placed in easements unless permitted by the easement holder.
  - (iv) Street trees shall be deciduous, thornless, fruitless canopy trees of species that mature to heights of between 30 and 60 feet and with canopies that mature to at least 25 feet wide.

- (v) Street trees shall be set back at least 50 feet from the face of a stop sign in order to maintain the sight distance area and shall comply with the design specifications outlined in the Broomfield Standards and Specifications, including Section 700 for sight distance area design parameters.
- (vi) If an easement conflicts with the installation of street trees, applicants shall provide shrub equivalents. **Shrub and perennial equivalents shall comply with the Landscape Reference Manual.** If vegetation of any type, other than grass is prohibited by the easement holder, then the applicant shall be required to provide the required trees elsewhere on site. Relocated street trees shall not be used to satisfy other required landscaping requirements.
- (vii) The property owner adjacent to the public or private street shall maintain any street trees. The sight distance area shall be maintained at all roadway intersections, crossings, and parking areas by keeping all bushes and shrubs at a height of 36 inches or lower above pavement surface and trim all trees and hanging branches to a minimum height of 8 feet above pavement surface including sidewalks, and 14 feet above the vehicular traveled right-of-way. When located within a sight distance area, plant materials shall comply with the design specifications outlined in the Broomfield Standards and Specifications, including Section 700 for sight distance area design parameters.
- (viii) Living materials shall include water-wise deciduous or evergreen shrubs, ornamental grasses, perennials, ground covers, sod, and/or native seed consistent with this chapter.

(2) *Curbside Landscaping Detached Walks.*

(i) *General Requirements.*

- (1) Cool-season turfgrass is prohibited within any size of detached curbside landscape areas.
- (2) Curbside landscape areas that are less than three feet in width shall be mulched with rock mulch, no white quartz rock, or decorative hardscape. Rock shall be a minimum of 1.5 inch diameter.
- (3) Curbside landscape areas that are between three and six feet in width shall be planted at a minimum with shrubs and shall include mulch. Ornamental grasses are optional.
- (4) Curbside landscape areas that are between six and 10 feet in width shall be planted with shrubs and street trees at a minimum. Ornamental grasses are optional.
- (5) Curbside landscape areas that are 10 feet in width or wider may be planted entirely with either water conserving (xeric) vegetation and required street trees. A combination of shrubs and ornamental grass beds may be incorporated within the curbside landscape area.

(ii) *Minimum Plant Material.*

- (1) Trees. Where trees are required per 17-70-070.A.2, one tree per 40 linear feet of street frontage shall be provided.
- (2) Shrubs and Ornamental Grass. When shrub and ornamental grasses are used, per 17-70-070.A.2 the following requirements shall be met:
  - (a) No less than one shrub per 40 square feet or shrub equivalents may be installed within the curbside landscape area and no more than 30 percent of the shrub count can be ornamental grasses provided as shrub equivalents. Shrubs are assumed to be an average of four feet wide at maturity.
  - (b) No more than 15% of perennials may be provided as shrub equivalents. Calculations for the plant quantities shall be done first.
  - (c) **Shrub and perennial equivalents shall comply with the Landscape Reference Manual.**
- (3) Any area within the curbside landscape bed that is remaining shall be completed with either wood or rock mulch, or native seed depending upon the width of the curbside landscape.
- (4) Provide a variety of shrub species that differ in height, color and width for visual interest, and to avoid monocultures, throughout the seasons.
- (5) Shrubs and ornamental grasses shall be three gallon size at time of installation and perennials shall be provided at a ratio of three one-gallon perennials to one three-gallon shrub.
- (6) Additional trees may not be provided in the curbside landscape area as a substitute for the living ground cover treatment such as shrubs, ornamental grasses, or perennials.

. . .

17-70-110 Additional landscape and irrigation requirements for non-residential districts, multi-familyunit, single-familyunit attached properties and manufactured home parks. The following additional landscape and irrigation requirements shall apply to all non-residential properties, multi-familyunit, single-familyunit attached properties and manufactured home park common areas, unless specifically excluded.

- (A) Areas required to be landscaped. All portions of these properties which are not occupied by structures, water bodies, surfaced by streets, roads, driveways, sidewalks, parking areas, other vehicle use areas, or city approved trails are required to be landscaped in accordance with the provisions of this section. Designated areas shall be maintained free of weeds at all times throughout the year.
- (B) The landscaping required in this section shall not exceed the moderate water-demand landscape standard as described in the Landscape Reference Manual.
- (C) Turfgrass, sod and seed mixtures shall be in conformance with Table 1. **Nonfunctional turf areas are to be minimized. Native seed as a turf alternative or hybridized sod only. No cool-season turfgrass is permitted in nonfunctional turf areas.**

- (D) All properties shall feature landscape areas in the front, rear, side and perimeters that separate parking areas, other vehicular use areas, or buildings from adjacent property lines according to the following provision:
- (1) Unless otherwise specified in the zoning district requirements or planned unit development plan for a property, along the sides or rear of any non-residential development project that directly abuts a residential zoning district, there shall be a landscape buffer at least 25 feet in depth.
- (E) For properties adjacent to roads with detached sidewalks, the property owner shall install landscaping and irrigation within the area between the sidewalk and curb within 12 months of the issuance of a certificate of occupancy. This area does not count in calculating compliance with the provisions of this section.
- (F) The city shall not be responsible for constructing or maintaining landscaped areas within a development that incorporates publicly owned and accessible trails, parks, detention areas or drainage channels unless otherwise specified during the site review process or through a separate ownership and maintenance agreement approved by the city council.
- (G) Development projects adjacent to an arterial or collector street shall be required to landscape the right-of-way adjoining the development site and the nearest one-half of the median subject to the following:
- (1) Environmental concerns, including shade and winter ice, shall be addressed in the design of medians and right-of-way areas.
  - (2) Unless otherwise specified, the city shall maintain arterial street medians.
- (H) Any landscaping around a fire hydrant shall be designed with a three-foot clear zone of mulch or ground cover height plant material.
- (I) *Drive-Through Screening Adjacent to Street Frontages.* A wall between 42 and 48 inches in height shall be provided to mitigate noise and minimize the visual impacts associated with on-site signs with speakers as well as screen drive-through aisles, service areas and stacking lanes from abutting public or private rights-of-way. The wall shall match or complement the colors, materials and aesthetic theming of the main structure. Landscaping consisting of low shrubs shall be provided along the exterior or street side to soften the appearance of the wall. Screen walls may be located within any required buffer setbacks.

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## Section 2.

This ordinance shall be effective January 31, 2026.

### Section 3.

Introduced and approved after first reading on December 9, 2025, and ordered published in full.

Introduced a second time and approved on January 13, 2026, and further ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



# City and County of Broomfield

## City Council Regular Meeting

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### C. Ordinance First Reading - Amending Chapter 10-12 of the Municipal Code Relating to Oversized and Commercial Vehicles

Meeting	Agenda Group
Tuesday, January 13, 2026, 6:00 PM	Action Items Item: 7C.
Presented By	
Roger Plunkett, Deputy Chief of Police(Non step)	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

[View Presentation](#)

Broomfield currently has parking restrictions that apply to all vehicles exceeding six feet in height. B.M.C. 10-12. The proposed ordinance would prohibit the parking of any RV on any public street for longer than 72 hours in any 14-day period. It also prohibits an RV from being parked on a public street while leaking any fluids or being connected to utilities and will prohibit any non-wheeled, detachable piece of recreational equipment used for temporary or permanent habitation from being placed on public streets.

### **Attachments**

[Memo for Proposed Ordinance No. 2293, Amending Chapter 10-12.pdf](#)

[Ordinance No. 2293, Recreational and Oversized Vehicles \(RVs\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield currently has parking restrictions that apply to all vehicles exceeding six feet in height. B.M.C. 10-12.

Under the current municipal code, recreational vehicles (RVs) are not prohibited from being parked on a public street for any length of time as long as they are operable, have valid license plates, and are legally parked.

Under the current municipal code, recreational camping trailers are also not prohibited from being parked on a public street as long as the trailer is attached to a towing vehicle.

Residents and business owners have complained about prolonged parking of RVs and trailers on the public roadways in Broomfield neighborhoods, including oversized vehicles connected to a tow vehicle. Complaints have focused on parking availability, impaired trash collection, vision for drivers, bicyclist and pedestrian safety, as well as electric cords being placed across sidewalks. Complaints have also addressed the unpleasant aesthetics of these vehicles parked in neighborhoods for prolonged periods of time and concerns that non-residents could park oversized vehicles in Broomfield neighborhoods. There are also safety concerns with such large vehicles being parked on public streets impacting pedestrians and other vehicles.

On August 13, 2024, following a request for future action, Council directed staff to schedule a study session to discuss long-term parking of recreational vehicles or other similar large vehicles/campers on streets. On [April 15, 2025](#) April 15, 2025, RV and Motorhome Parking was an agenda item during the City Council Study Session. City Council directed staff to draft an ordinance for first reading.

The proposed ordinance would prohibit the parking of any RV on any public street for longer than 72 hours in any 14-day period. RVs may only be parked on a public street for purposes of loading, unloading, trip preparation, maintenance, or clean-up for up to 72 hours in any 14-day period. The current regulations already prohibit living in an RV parked on a public street and this will remain prohibited under the revised regulations.

The proposed ordinance also prohibits an RV from being parked on a public street while leaking any fluids or being connected to utilities.

The proposed ordinance will also prohibit any non-wheeled, detachable piece of recreational equipment used for temporary or permanent habitation from being placed on public streets.

The proposed ordinance defines penalties and authorizes towing of vehicles for violations of Chapter 10-12. Towing a major recreational vehicle will typically be a last-resort option as Code Compliance does make efforts to obtain voluntary compliance. Major recreational vehicles that pose a significant threat to public safety, involved in repeated violations, or that have been abandoned would be candidates for towing. A notice of violation would need to be issued, with seven days to comply, before a major recreational vehicle could be towed.

Homeowners Associations will remain able to regulate parking of RVs on private drives or commonly owned areas/parking lots. HOAs are limited in their ability to regulate parking on a public street. Under state law,

passed in 2022 ([HB 22-1139](#)), HOAs cannot regulate parking on a public street in a way that is more restrictive than a local ordinance. This means that an HOAs' regulations about parking cannot be more restrictive than Broomfield's Code.

Staff does not recommend implementing a permit process to permit RVs to park longer than 72 hours due to the administrative duties and staff resources needed to process, issue, and monitor permits.

It should be noted, the proposed ordinance specifically addresses the parking of oversized vehicles on public streets and does not address concerns regarding parking of RVs on private property, which would require a separate ordinance.

If adopted on first reading, a public hearing and second reading for Ordinance No. 2293 will be scheduled on February 10, 2026.

## Comparison with other front range cities

Broomfield staff have researched ordinances related to RVs and updated this information in July 2025:

Comparison of Various RV and Motor Home Parking Requirements - Public Streets - Updated July 2025					
	Arvada	Lakewood	Longmont	Thornton	Westminster
<b>Regulations for RV and Motor Homes on Public Streets?</b>	Yes 54-174	Yes 10.33.075	Yes 11.12	Yes 38-430	Yes 10-1-12
<b>Nomenclature</b>	Major Recreational Vehicle (travel trailers, motor homes, tent-trailers and hauling trailers)	Recreational Vehicles and Travel Trailers	Sleeper Vehicle (camper coach, camper trailer, motor home, multi-purpose trailer, or trailer coach)	Recreational Vehicle and Motorhomes	Recreational Vehicle
<b>Parking Timeframe</b>	72 hours within any 7-day period of time  Time is cumulative and need not be consecutive. Applies whether or not vehicles are moved from one location to another during the 7-day period	48 hours or less for loading or unloading  6 hours or less for any other purposes or stop by visitors	Only allowed to be parked on public street if "actively" loading or unloading	Only allowed to be parked on public street if "actively" loading or unloading	Only allowed to be parked on public street if "actively" loading or unloading
<b>Additional Parking Criteria</b>	While parked, such vehicles shall not be used for living, sleeping, or housekeeping	48 hours for loading and unloading only applies to the homeowner and their registered RV or			

	purposes	trailer			
<b>Permits?</b>	No	Yes Code Enforcement Division	Yes	Yes	No
<b>Permit Criteria</b>	n/a	2-week permit issued to homeowner, but may be used for a visitor  Only one 2 -week permit per year and the 2-weeks are consecutive days (not split up over time)  Linked to the one vehicle only	Up to four 7-day permits per year can be obtained.  Anyone can apply for the permit and allows the sleeper vehicle to be parked on any public street.  It is not connected to the registered owner's address.	Up to four 7-day permits per year can be obtained.	n/a
<b>Links</b>	<a href="#">Code Language</a>	<a href="#">Code Language</a>	<a href="#">Code Language</a>	<a href="#">Code Language</a>	<a href="#">Code Language</a>

## Financial Considerations

Financial impacts will be associated with towing and disposal of vehicles in violation of the proposed ordinance. Towing and disposal of major recreational vehicles is expensive and funds will need to be budgeted for this cost beginning in 2027. Towing fees and possible disposal fees of major recreational vehicles have cost as much as \$1500 for a single recreation vehicle, depending on the quality of the vehicle. The fee is anticipated to increase in the future. At this time, it is difficult to estimate the impact of this ordinance on the number of recreational vehicles towed and disposed of on an annual basis. Towing will be a last-resort option and staff does not expect more than 5 tows for 2026. The below fund, Code Compliance Professional Services, can be used for any towing and disposal costs for 2026, as costs for towing recreational vehicles is currently not budgeted.

Sources and Uses of Funds	Amount
Fund 1 (01-24400-53170)	\$3,000.00
Abatements/Tows - estimating 0-5 tows for 2026 at \$1500 each	\$3,000.00
<b>Projected Balance</b>	<b>0</b>

## Prior Council or Other Entity Actions

[April 15, 2025](#) - City Council conducted a Study Session on this matter and directed staff to draft this ordinance.

[September 24, 2019](#) - Council considered an ordinance prohibiting long-term parking of RVs on any public street. Council postponed consideration of the ordinance indefinitely.

November 20, 2018 - City Council conducted a Study Session on this matter.

City Council Study Session item on April 19, 2011, focused solely on how long any vehicle could be parked on a public street without moving. After discussion, City Council declined to adopt a time limit on public street parking.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Public Engagement

A Broomfield Voice will be created for this proposal if it is approved on first reading. A public hearing will be held concurrent with the second reading of the Ordinance and any public comments received by email or via the BroomfieldVoice will be provided in the correspondence folder for this agenda item.

## Proposed Actions / Recommendations

If Council desires to adopt the proposed ordinance on first reading, the appropriate motion is...

**That Ordinance No. 2293 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on February 10, 2026.**

## Alternatives

Make no changes to the Broomfield Municipal Code.

Make changes to the Broomfield Municipal Code as directed by the City Council.

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

## ORDINANCE NO. 2293

An ordinance amending Chapter 10-12 Oversized and Commercial Vehicles

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

### Section 1.

Chapter 10-12 - Oversized and Commercial Vehicles is amended as follows:

#### 10-12-005 - Major recreational and oversized vehicles defined

- (A) *Major Recreational Vehicle* shall mean any vehicle or trailer which includes living quarters designed to provide temporary or permanent occupancy as a dwelling or sleeping place. Major recreational vehicle also includes any non-wheeled, detachable piece of equipment used for temporary or permanent habitation, that has no independent motor power and that is capable of being placed on a vehicle but is not capable of being towed.
- (B) Oversized vehicles means any vehicle that is:
- (1) Eight feet or more in width; or
  - (2) Seven feet or more in height; or
  - (3) Twenty-seven feet or more in length; or
  - (4) A vehicle with an attached trailer whose combined length when attached is in excess of twenty-seven feet; or
  - (5) A vehicle whose gross vehicle weight exceeds 10,000 pounds excepting major recreational vehicles; or
  - (6) A vehicle whose gross vehicle weight rating exceeds 14,500 pounds excepting major recreational vehicles; or
  - (7) A truck tractor, semitrailer, or dump truck regardless of size, excluding pick-up trucks with standard beds that have been modified to dump loads

#### 10-12-010 - Parking of major recreational and oversized vehicles on public right-of-way.

No person shall park a major recreational or oversized vehicle in any ~~any vehicle exceeding six feet in height~~ public rights-of-way: ~~in such a manner that any part of that vehicle which exceeds forty-two inches in height shall be:~~

- (A) Within thirty feet of an intersection or a crosswalk; or
- (B) Within ten feet of a public or private driveway.

**10-12-015 - Long term parking of major recreational vehicles prohibited.**

**(A) It shall be unlawful to park any major recreational vehicle on any public rights of way of the city unless:**

- (1) It is parked on a public street adjacent to the property owned or occupied by the owner or responsible person of the major recreational vehicle and is being loaded or unloaded; loading and unloading of a major recreational vehicle includes trip preparation or post-trip clean up or minor maintenance, and**
- (2) Any loading or unloading, trip preparation, maintenance or clean-up shall be limited to a period of 72 hours in any 14 day period, and**
- (3) Is not leaking, discharging, or draining any fluids, such as; sewage, gray water, or any other fluids, and**
- (4) Is not connected to any utilities, including electric, water, and sewer.**

**(B) It shall be unlawful to move and re-park a major recreational vehicle for the principal purpose of evading the application of sub-section (A).**

**10-12-020 - Parking of major recreational and oversized vehicles on private property.**

**No person shall park a major recreational or oversized vehicle ~~on private property within: in such a manner that any part of that vehicle which exceeds forty-two inches in height shall be:~~ by a vehicle exceeding six feet in height on private property within: in such a manner that any part of that vehicle which exceeds forty-two inches in height shall be:**

- (A) Within five feet of the flow-line of public right-of-way; or**
- (B) Within eighteen inches of the edge of any attached or detached sidewalk in a public right-of-way.**

**10-12-030 - Obstructing traffic control devices with major recreational or oversized vehicles.**

**No person shall park a major recreational or oversized vehicle in any public right-of-way ~~in such a manner that any part of the vehicle which exceeds six feet in height shall be within thirty feet upon the approach of any official traffic control device. speed limit sign located at the side of a roadway. Section 11-1 (4) of the Model Traffic Code shall control parking in the approach of all other traffic control devices.~~**

**10-12-040 - Detached trailers.**

**Trailers, defined as any wheeled vehicle without motive power and designed to be drawn by a motor vehicle, shall not be parked detached from a towing vehicle in any public right-of-way in the city. The provisions of this section shall not apply to authorized police equipment while in use for official purposes.**

**10-12-050 - Exceptions to parking oversized vehicles.**

**Restrictions on parking of oversized vehicles prescribed in this chapter do not apply to the following circumstances:**

~~(A) Oversized vehicles incidental to a commercial enterprise shall be permitted on the premises of such commercial enterprise in B-1, B-2, B-PUD, and A-1 districts.~~

(A) Loading or unloading of moving vans or similar type vehicles used for moving of personal goods for a period of twenty-four hours or less.

(B) Temporary parking for pickup and delivery purposes for a period of four hours or less.

(C) Construction equipment or machinery employed in any public works project in the city parked at the site of and for the duration of such construction.

#### 10-12-060 - Prohibited uses.

No bus, trailer coach, mobile home, self-propelled motor home, ~~or major recreational equipment vehicle, or oversized vehicle~~ shall be used for living or sleeping, ~~housekeeping, or preparation of food~~ on any street, traveled roadway, or public right-of-way within the city.

#### 10-12-080 Notice of Removal, Removal, Assessing Costs

(A) If a vehicle is in violation of this section, the city may provide a written notice of removal and notice to pay to the owner, responsible party, or agent of the owner, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located, that the vehicle will be towed in accordance with this section. Such notice shall state the date the notice is issued, the violation involved, a time limit of seven days to remove the vehicle, explanation of costs and requirement to pay such costs, and be signed by the issuing officer.

(B) Service of the notice of removal and notice to pay may be by:

- (1) electronic mail properly addressed to the person in charge or control of the vehicle or the property owner, or his or her agent, manager, tenant, resident, lessee, renter, or occupant of the premises on which such vehicle is located; or
- (2) by first class mail properly addressed to the last known address of the registered owner of the vehicle; or
- (3) by a conspicuous posting of the written notice of violation upon the dwelling or building located on the lot or tract of land in violation of this ordinance; or
- (4) by a conspicuous posting of the written notice of violation upon the vehicle in violation of this ordinance.

(C) Following proper notice in accordance with this section, when any owner, responsible party, or agent of the owner of any vehicle, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located fails to properly remove such vehicle within the stated time limits, the city manager, or designee, is authorized and empowered to tow and remove the same at the expense of such owner, responsible party, or agent of the owner of any vehicle, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle is located, plus a sum of \$75.00 for the administrative expenses of the city.

(D) Payment of Costs. In case the owner, responsible party, agent of the owner, manager, tenant, resident, lessee, renter, or occupant of such premises on which the vehicle was located fails to pay such towing and removal costs within the thirty days after service of notice to pay , the city manager, or designee, may order the vehicle disposed of as an abandoned motor vehicle under Part 18 of the 2024 Model Traffic Code and report the same to the city clerk who shall assess the costs against the vehicle in question. Such assessment shall constitute a perpetual, first, and prior lien on the vehicle involved, subject to general taxes and prior special assessments. The city clerk shall certify to the county treasurer the assessments which are not paid within twenty days after the date of assessment. 10% of the amount shall be added to the assessments to pay the cost of collection.

#### 10-12-110 Violation penalty

Any person who violates any provision of this Chapter may, in addition to the remedies stated above, be punishable in accordance with the administrative process set forth in chapter 1-13, B.M.C.

## Section 2.

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

Introduced and approved after first reading on January 13, 2026, and ordered published in full.

Introduced a second time and approved on February 10, 2026, and ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



# City and County of Broomfield

## City Council Regular Meeting

### D. Ordinance First Reading - Amending Chapter 12-08 of the Municipal Code Relating to Encroachments in Broomfield

Meeting	Agenda Group
Tuesday, January 13, 2026, 6:00 PM	Action Items Item: 7D.
Presented By	
Roger Plunkett, Deputy Chief of Police(Non step)	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#) and visit BroomfieldVoice.com (link to project page OR remove if not applicable)

[View Presentation](#)

Ordinances under Chapter 12-08 - Encroachments were first passed in 1991 and have not been amended. The current ordinance is insufficient in addressing concerns related to encroachments. Updating this ordinance with improved definitions and terminology will support Broomfield officials in their ability to enforce the laws that protect City and County of Broomfield pedestrians, motorists, and property.

### **Attachments**

[Memo\\_Ordinance No. 2283, Amending Chapter 12-08.pdf](#)

[Ordinance No. 2283, Encroachments.pdf](#)

Prepared By: Brandon Murray, Code Compliance Manager

## Memo Summary

[View Correspondence](#)

[View Presentation](#)

The Code provisions in Chapter 12-08 - Encroachments were first passed in 1991 and have not been amended.

The current Code provisions are insufficient to address concerns related to encroachments. Updating this ordinance with improved definitions and terminology will support Broomfield officials in their ability to enforce the laws that protect City and County of Broomfield pedestrians, motorists, and property.

The proposed amendments to Chapter 12-08 would provide a clear definition of what an encroachment is and when it is in violation of the Code.

The proposed amendment would define that trees and other vegetation must be trimmed to a height of eight (8) feet over public sidewalks and fifteen (15) feet over any street. This is consistent with the surveyed jurisdictions and will improve safety for pedestrians and motorists.

The proposed amendment would be consistent with Broomfield landscape standards for new development under B.M.C. 17-70-070, passed in 2023, that specify vegetation must be trimmed to a height of eight feet over public sidewalks and fifteen feet over any public street.

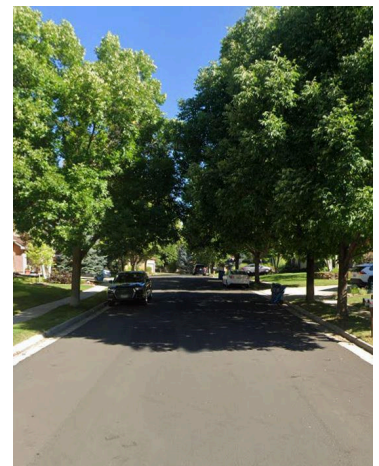
The proposed amendment will clarify that current City and County of Broomfield Standards and Specifications, Section 700, related to the sight distance triangle, at intersections is applicable.

- A "sight distance triangle" is a triangular area at a road intersection where a driver should have an unobstructed view of approaching traffic.

The Public Works Streets Department has reported an increase in problems associated with tree limbs and other vegetation encroaching in the right-of-way, posing a risk for damage to City and County of Broomfield and contractor vehicles and equipment, including but not limited to: street sweepers, plow trucks, bucket trucks, milling machines, dump trucks, sealing trucks, and pavers needed to maintain the asphalt surface up against the curb and gutter area of the street. Since 2020, CCOB fleet vehicles have been involved in 30 accidents due to tree limbs, resulting in \$12,304 worth of damage.

An eight-foot clearance over sidewalks ensures safe passage for pedestrians and maintenance equipment. This also improves illumination of the walkway at night.

Code Compliance receives numerous complaints from residents and city employees related to encroachments. These complaints involve vegetation obstructing street signs, line-of-sight, school zone signs, sidewalk obstructions, and other hazards. In 2024, Code Compliance issued 181 courtesy notices and 133 notices of violation for encroachment violations.



Prepared By: Brandon Murray, Code Compliance Manager

Staff reviewed the existing ordinances of five nearby jurisdictions related to encroachments. The five jurisdictions are: Boulder, Commerce City, Lakewood, Longmont, and Westminster. All five jurisdictions have ordinances related to encroachments with three of the five providing specific height requirements. All five jurisdictions have abatement authority to correct violations.

	Westminster	Boulder	Longmont	Lakewood	Commerce City
General Requirements? Code states encroachments cannot interfere with traffic, pedestrians, etc.	Y	Y	Y	Y	Y
Specific Requirements? Code defines specific clearance requirements	N	N	Y	Y	Y
If so, what are the requirements?	N/A	N/A	8' sidewalks 15' streets	8' sidewalks 16.5' streets	10' sidewalks 15' streets
Additional requirements	N/A	N/A	3' within fire hydrant Site distance triangle	N/A	N/A
Abatement authority?	Y	Y	Y	Y	Y

Enforcement of this ordinance has been primarily under the Code Compliance Unit of the Broomfield Police Department. This proposed ordinance would not change the enforcement process for the Code Compliance Unit with an emphasis placed on voluntary compliance first. Court summonses, penalties, and abatement would be limited to violations that create an elevated risk to the public, repeated violations, or when the resident does not correct the violation following Code Compliance efforts at voluntary compliance.

Enforcement of encroachments over public sidewalks has been consistent in Broomfield for several years. Enforcement of encroachments over public streets has not been limited due to the lack of a defined ordinance. Based on the increased concerns from Public Works, an increase in violations related to encroachments over Broomfield streets would likely increase as specific violations are identified.

The proposed amendment defines penalties and updates the process to abate any violation of the ordinance following proper notice. The fees for any abatement, including 15% of the total cost of repair or removal of the encroachment for administrative costs, will be assessed as a lien against the lot or tract of land until paid. All surveyed jurisdictions have abatement provisions for encroachments.

If adopted on first reading, a public hearing and second reading for Ordinance No. 2283 will be scheduled on February 10, 2026.

## Financial Considerations

There are no anticipated costs with this proposed amendment. Code Compliance currently has an abatement budget to cover the costs of any encroachment abatements.

Proposed Ordinance No. 2283, Amending Chapter 12-08 of the Broomfield Municipal Code Relating to Encroachments in the City and County of Broomfield - First Reading - January 13, 2026

Prepared By: Brandon Murray, Code Compliance Manager

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

There is no prior Council or other entity action.

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

N/A

### **Proposed Actions / Recommendations**

If Council desires to adopt the proposed ordinance on first reading, the appropriate motion is...

**That Ordinance No. 2283 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on February 10, 2026.**

### **Alternatives**

Make no changes to the Broomfield Municipal Code.

Make changes to the Broomfield Municipal Code as directed by the City Council.

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

## ORDINANCE NO. 2283

### Amending Chapter 12-08 Encroachments

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

#### Section 1.

Chapter 12-08 - Encroachments of the Broomfield Municipal Code is amended as follows:

Chapter 12-08 - Encroachments

12-08-010 - ~~Defined~~ Definitions

(A) Encroachment includes any **erected or maintained building, structure, fence, barrier, post, hedge, shrub, tree, or other vegetation, landscaping, obstruction or other object within, under, above, or upon any public right-of-way, path, alley, public easement, sight distance or sight distance triangle.** ~~installed upon street rights-of-way abutting private front, side, or rear yards.~~

(B) “Sight distance” or “sight distance triangle” means the clear distance required to safely use a public right-of-way as set forth in the Broomfield Standards and Specifications as adopted by the Broomfield Municipal Code Chapter 14-04.

12-08-020 - Limitations.

(A) Encroachments parallel to or installed upon street rights-of-way abutting private front yards shall not exceed thirty inches in height.

(B) Encroachments parallel to or installed upon street rights-of-way abutting private side yards or private rear yards shall not exceed seventy-two inches in height.

(C) Fences, hedges, and shrubs shall be setback a minimum of six and one-half feet from the gutter flowline of streets without sidewalks or streets with attached sidewalks, and a minimum of two feet from the sidewalk where the sidewalk is detached from the street.

(D) Fences in front yards shall be limited to those of an open nature, including split rail and post and chain, but shall not include wire-type, such as chain link and wire mesh fences. Permits for all fences must be obtained pursuant to chapter 15-04 of this code.

~~(E) Encroachments shall not impede or obstruct motor vehicle or pedestrian traffic and shall not, in any way, create any public safety hazard.~~ Encroachments, including but not limited to private landscaping and fencing, shall not project into or encroach upon any public right-of-way in such a manner as to interfere with, obstruct, or endanger the safe public use of the right-of-way for pedestrian or vehicular traffic. Requirements include but are not limited to:

- (1) Vegetation other than trees shall be maintained so as not to encroach upon the plane of any public sidewalk or roadway.
- (2) Tree branch growth shall be maintained to a height not lower than eight (8) feet above any public sidewalk and not lower than fifteen (15) feet above any street or alley.
- (3) Branches, trees and other vegetation shall be maintained so as not to obscure any street name signs, traffic signs, traffic control devices or sight triangles.
- (4) Branches or trees that are broken, hanging, decayed or that otherwise threaten public property or the safe use thereof shall be removed.
- (5) Any shrubs, trees, or other vegetation within three feet of a fire hydrant must be removed.

~~(FG)~~ Encroachments shall not overlay, enclose, or in any way limit access to any city or other public facilities.

12-08-030 - Removal; notice; costs incurred by city.

~~(A) Whenever any encroachment is made, located, or maintained contrary to this chapter, or in the event the city, in its sole judgment, determines the encroachment must be removed, the city engineer or chief of police shall give notice to the person who owns or controls the premises abutting the right of way on which the encroachment is located directing such person to remove the encroachment within forty eight hours of receipt of such notice. In the event the encroachment is not removed, the city engineer or chief of police may order its removal and the cost and expenses of such removal shall be assessed against the premises. The city may abate any violation of 12-08-020 following a notice of violation issued to the resident, owner, occupant, manager, or agent thereof. Service of the notice may be by electronic mail properly addressed to the resident, owner, occupant, manager or agent thereof, or by first class mail properly addressed to the dwelling or building located on the lot or tract of land in violation of this ordinance; by a conspicuous posting of the written notice of violation upon the dwelling or building located on~~

the lot or tract of land in violation of this ordinance; or by personal service upon a natural person over the age of eighteen years who owns or occupies a dwelling or building on a lot or tract of land in violation of this ordinance. A true copy of the notice of violation will be sent by first class mail to the owner of record, as shown on the records of the county, of the lot or tract of land in violation of this chapter.

(B) ~~The costs incurred by the city, together with the cost of collecting them, including court costs and attorneys' fees, shall constitute a lien against the premises on which the encroachment was located, which lien is prior and superior to all other liens, claims, titles, and encumbrances, whether prior in time or not, except liens for general taxes. The costs shall remain a lien against the real property until paid and shall be collected as though they were part of the real estate taxes. The notice will state that the encroachment must be removed within seven days from the date of the notice and, if not removed by the owner or occupant within the set time frame, the city may remove the encroachment and assess the whole cost thereof, including 15% of the total cost of repair or removal of the encroachment for administrative costs.~~

(C) Notice of costs and lien. The director of finance shall notify the property owner of the total costs incurred for such alteration or removal of the encroachment, and if that person fails within thirty days after the date of notification to pay the entire costs and expenses of such repair, alteration, or removal, then such costs and expenses shall become a lien against and running with the property. The director of finance shall certify the same to the applicable county treasurer for collection in the same manner as general property taxes are collected. The amount certified by the director of finance to the county treasurer for collection shall include the actual cost of repair or removal of the sign, plus 15% to defray the city's costs and expenses, and any charges of the county treasurer for such collection.

(D) Violation penalty: there shall be a separate violation for each and every day or portion thereof during which any violation of this section is committed, continued, or permitted. Each violation shall be punishable by a fine of no more than \$250.00 for the first violation, no more than \$500.00 fine for a second violation and no more than a \$750.00 fine for any subsequent violation.

## **Section 2.**

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

Introduced and approved after first reading on January 13, 2026, and ordered published in full.

Introduced a second time and approved on February 10, 2026, and ordered published.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney