
Tuesday, June 2, 2026, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

[View Correspondence](#)

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1. Meeting Commencement

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

2. Petitions and Communications

- 2.A. Proclamation - Declaring June, 2026 as LGBTQIA+ Pride Month
- 2.B. Proclamation - Declaring June 5, 2026 as National Gun Violence Awareness Day
- 2.C. Presentation - 2026 Broomfield Trail Adventure and Kickoff for the Broomfield 100
- 2.D. Proclamation - Declaring June as Open Space and Trails Month

3. Councilmember Reports

4. Public Comment

5. Reports

- 5.A. 2026 Legislative Session Wrap-Up

6. Consent Items

- 6.A. Resolution - Adopting Colorado Communities for Climate Action (CC4CA) Policy Statement Updates
 - Resolution No. 2026-81 adopting the Colorado Communities for Climate Action (CC4CA) updated policy statement

7. Action Items

- 7.A. Public Hearing - Ordinance Second Reading - Residential Waste Services - Code Updates
 - Ordinance No. 2310 amending certain sections of Title 8 Chapter 4 of the Broomfield Municipal Code to modify City contracted waste collection services
- 7.B. Ordinance - First Reading - Xcel Energy Franchise Agreement and Ballot Question
 - Ordinance No. 2307 Xcel Energy Franchise Agreement for the use of the City and County's Rights of Way and other City and County property and vote on ballot question for voter approval of the franchise agreement

- 7.C. Ordinance - First Reading - Submitting a Ballot Question to the Voters on the Length of a Future Mayor's term of office
- Ordinance No. 2309 submitting to a vote of the registered electors of the City and County of Broomfield at the coordinated election to be held on November 3, 2026, a proposed amendment to Section 4.3 of the Broomfield Charter regarding the term of office for future mayors.
- 7.D. Ordinance - First Reading - Adding Fiscal Impact Review Criteria for Land Use Applications for Rezoning, PUD Plans, and PUD Plan Amendments
- Ordinance No. 2306 amends Chapter 17-38 and Chapter 17-48 of the Broomfield Municipal Code regarding the Standards of Review for Planned Unit Development Plans, Planned Unit Development Plan Amendments, and Rezonings
- 7.E. Ordinance - First Reading - Establishing a Temporary Moratorium on Data Centers
- Ordinance No. 2313 Establishing a Temporary Moratorium on Data Center Facilities

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

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

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

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



Date Posted: May 27, 2026



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Vanessa Oldham-Barton

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Petitions and Communications

Agenda Item: 2A

Subject: Proclamation - Declaring June, 2026 as LGBTQIA+ Pride Month

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

Proclamation declaring June, 2026 as Pride Month in the City and County of Broomfield.

Attachments

[Memo for LGBTQIA+ Pride Month Proclamation 2026.pdf](#)

[LGBTQIA+ Pride Month Proclamation 2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

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

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

To affirm Broomfield's commitment to inclusivity and equality for all residents, and to stand against discrimination and harassment based on sexual orientation or gender identity, Mayor Castriotta has officially proclaimed June 2026 as LGBTQIA+ Pride Month in our community.

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

Financial Considerations

N/A

Prior Council or Other Entity Actions

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

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING JUNE, 2026 AS LGBTQIA+ PRIDE MONTH

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

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim June, 2026 as:

LGBTQIA+ PRIDE MONTH In Broomfield

In witness whereof, I hereunto set my hand and official seal on this the 2nd day of June, 2026.

Guyleen Castriotta
Mayor



City and County of Broomfield

City Council Regular Meeting

B. Proclamation - Declaring June 5, 2026 as National Gun Violence Awareness Day

Meeting	Agenda Group
Tuesday, June 2, 2026, 6:00 PM	Petitions and Communications Item: 2B.
Presented By	
Jason Vahling, Director of Public Health & Environment	

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

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

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

Attachments

[2026 Memo for Gun Violence Prevention Proclamation \(1\).pdf](#)

[2026 Gun Violence Awareness Day Proclamation \(1\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

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

In 2024, there were 958 deaths due to firearms across the state - 74.1% of these deaths were due to suicide and 21.8% were due to homicide with a firearm. There has been a decrease in overall deaths by firearms between 2023 and 2024 (down by 54 deaths), including a decrease in deaths by suicide using a firearm (717 in 2023 to 710 in 2024) ([Vital Statistics Program, CDPHE](#)).

From 2020 to 2024, there have been 25 total deaths due to firearms among Broomfield residents, with the vast majority of these deaths occurring among males (88%) ([Vital Statistics Program, CDPHE](#)). In 2019, there was a peak of 10 deaths followed by one death due to a firearm in 2020, 9 in 2021, 7 firearm deaths in 2022 and 8 in 2023 among Broomfield residents, and none were reported in 2024 ([Vital Statistics Program, CDPHE](#)).

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

The Broomfield Police Department continues to have gun cable locks available by request only. A resident can request one by emailing bpd@broomfield.org or stopping by the lobby M-F from 8 am-5 pm located at 7 DesCombes Drive. Mayor Castriotta's proclamation, which declares June 5, 2026, as the 8th Annual Gun Violence Awareness Day in Broomfield, is included as [Attachment 1](#).

Financial Considerations

There are no financial considerations for this proclamation.

Prior Council or Other Entity Actions

Prior Council Action

[2025 proclamation](#)

[2024 proclamation](#)

[2023 proclamation](#)

[2022 proclamation](#)

[2021 proclamation](#)

[2020 proclamation](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING June 5, 2026 AS Gun Violence Awareness Day

- WHEREAS,** In 2024, there were 958 deaths due to firearms across the state with 74% of these deaths due to suicide and the remaining deaths being homicides or accidental discharge of a firearm; *and*
- WHEREAS,** From 2020-2024, there were 25 total deaths due to firearms among Broomfield residents, with the majority of these deaths occurring among males; *and*
- WHEREAS,** Addressing gun violence requires a comprehensive public health approach, including surveillance to track firearm-related deaths and injuries, research to examine if existing or new interventions are effective, and community-based approaches and resources to expand mental health services and programs;
- WHEREAS,** The Broomfield Police Department continues to have gun cable locks available by request only. A resident can request one by emailing bpd@broomfield.org or stopping by the lobby M-F from 8 am-5 pm located at 7 DesCombes Drive.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim June 5, 2026 as:

GUN VIOLENCE AWARENESS DAY IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 2nd day of June 2026.

Guyleen Castriotta
Mayor



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Bob Woods, Open Space and Trails Manager

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Petitions and Communications

Agenda Item: 2C

Subject: Presentation - 2026 Broomfield Trail Adventure and Kickoff for the Broomfield 100

Goals: Growing Greener, Thriving, Diverse, Safe and Welcoming Community

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

The purpose of this memorandum is to invite the Mayor, City Council members, and residents to the 25th annual Broomfield Trail Adventure (BTA) and to showcase the Broomfield-100 Challenge. The Broomfield Trail Adventure will be held on **June 6, 2026 at Broomfield County Commons**. The event also marks the beginning of the Broomfield-100 Challenge! Participants gain points using the 2026 B100 passport by completing highlighted trails and attending various Broomfield events before Broomfield Days on Saturday, September 19.

Attachments

[2026 Broomfield Trail Adventure and Kickoff for the Broomfield 100.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

National Trails Day will be celebrated on June 6, 2026 throughout the nation. The purpose of National Trails Day is to heighten awareness of how trails enhance a community's overall health and quality of life. Staff has been working to organize the 25th annual Broomfield Trail Adventure to celebrate National Trails Day locally. The event is supported by several other City and County departments/divisions including Recreation Services, Parks Maintenance, Communications, Library, Arts and History, Public Health and Environment, and Public Works.

The Broomfield Trail Adventure will also feature the kickoff for the 2026 Broomfield-100. The Broomfield-100 is a community challenge to complete a set of trail loops and outdoor activities. The challenge will be launched at the Trail Adventure on June 6 and will conclude at Broomfield Days on September 19, although it is designed for participation at any time. The purpose of the challenge is to promote healthy living, outdoor exercise, showcase the local trail system, and familiarize the community with Broomfield's many trails and scenic natural spaces.

This year's event will be hosted at Broomfield County Commons (13200 Sheridan Boulevard) and will feature scenic hiking and biking trail loops through the surrounding area. The event will begin at 8:00 a.m. with information tables open at 7:30 a.m. The walk and bike routes will take approximately one hour, and there will be prizes handed out shortly after 9:00 a.m. The event will conclude around 9:45 a.m.

One of the key goals of this event is to showcase interesting trail loops in the Broomfield trail network. [The main walking loop](#) is about 2.25 miles long. [The biking loop](#) will be about 4.6 miles. A .3 mile walking or biking [loop for children](#) is also included.

Interpretive tables and displays will be set up at the park, including handouts and educational information on wildlife, trails, and other environmental topics. There will also be information and interpretive tables for some key Broomfield projects, volunteer groups and community organizations. The Open Space & Trails Department will provide prizes, water, light refreshments, and music for participants.

The 2026 Broomfield-100 will once again feature printed passports that include distinct trail loops around Broomfield with specific maps, site information, and amenities for each loop. The entire program and each trail will be featured on an interactive map as well. Residents can access the interactive map on the Open Space and Trails website or "check-in" at the physical trailhead QR code stations at each route marker. Each check-in will earn them a chance to win monthly prizes that will be drawn throughout the summer.

To increase accessibility to the trails, the 2026 Broomfield 100 will feature trail videos that residents can access at Broomfield.org/Broomfield100 in advance to understand the trail conditions. The passport and trail check-in stations will also be available in both English and Spanish.

For the Trail Adventure, we encourage all participants to wear helmets if biking, and to bring water and sunscreen as needed.

Broomfield Open Space and Trails staff will attend the City Council meeting on June 2, 2026 to extend a cordial invitation to city council members and the community to attend the 25th year of the Broomfield Trail Adventure and participate in the Broomfield-100 Challenge.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

The Broomfield Open Space and Trails Advisory Committee (OSTAC) reviewed the location of the Broomfield Trail Adventure on January 22, 2026 and supported the continuation of the Broomfield-100 Challenge.

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING JUNE, 2026 AS OPEN SPACE AND TRAILS MONTH

- WHEREAS, Open Space and Trails are vital to our natural environment, preserving landscapes, improving water and air quality, mitigating urban heat islands, and providing essential habitat for wildlife.
- WHEREAS, Open Space and Trails preserve Broomfield's agricultural heritage, serve as natural buffers for developed areas, and conserve scenic views for the enjoyment of future generations.
- WHEREAS, Open Space and Trails significantly contribute to community mental health by reducing stress, providing recreation, creating opportunities for residents to connect, and elevating the overall quality of life; and
- WHEREAS, Our trail system provides a safe, non-motorized transportation network for all, effectively reducing traffic congestion, and promoting sustainable travel options; and
- WHEREAS, Equitable access and proximity to open space and trails boosts community and economic health by encouraging active lifestyles and making Broomfield an attractive location for visitors and businesses; and
- WHEREAS, The Open Space and Trails Advisory Committee, comprised of dedicated Broomfield resident volunteers, provides invaluable guidance and resident insights essential for the long-term preservation of our natural areas and the establishment of a well-connected trail system; and
- WHEREAS, The City and County of Broomfield will celebrate the 25th anniversary of the Broomfield Trail Adventure, a milestone community engagement event held in recognition of National Trails Day, on June 6th, 2026.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim June, 2026 as:

Open Space and Trails Month In Broomfield

In witness whereof, I hereunto set my hand and official seal on this the ____ day of ____ 2026.

Guyleen Castriotta
Mayor



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Danee Brouillard

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Reports

Agenda Item: 5A

Subject: 2026 Legislative Session Wrap-Up

Goals: N/A

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentation.

Memo for Colorado General Assembly Legislative Update June 2.

Attachments

[Memo for 2026 Session Wrap Up - June 2, 2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The 120-day session of the Colorado General Assembly that kicked off on January 14, 2026, concluded on May 13, 2026. Over the course of the 120 days, 626 bills were introduced, and 449 made it through the process. The continued structural budget deficit set the tone of the session. The legislature is required to maintain a balanced budget, and the challenge for the FY26-27 State budget was a ~\$1.5 billion budget shortfall. The State Budget ([HB26-1410: 2026-27 Long Appropriations Bill](#)) was balanced through a variety of mechanisms, including reductions and/or eliminations in various state programs. Specific reductions that will impact local governments include temporarily reducing annual allocations for the Multimodal Options Fund (MMOF) by \$10M and diverting funds from the Marijuana Tax Cash Fund. The state's budget reserves were also reduced from 15% to 13%. The reductions did not include any changes to the Senior Homestead Tax Exemption. It was anticipated that Pinnacol, the State's largest provider of workers' compensation insurance serving as the insurer of last resort, would be privatized to help with the budget deficit. This was not achieved during the session; Pinnacol will continue as currently structured.

The key legislative themes of the session included income-aligned housing, transportation, public safety, artificial intelligence, data centers, immigration and healthcare.

Impact of Legislation on the City and County of Broomfield (CCOB): Of the 626 bills that were introduced, approximately 10% impacted the CCOB in varying degrees, with the majority of the bills' impact being manageable. The impact of legislation on CCOB remains relatively consistent year-over-year due to CCOB's unique status as a home-rule city and county, CCOB being debruced, and positions typically elected (Sheriff, Clerk, Assessor) being part of the organization's leadership team, hired by the City Manager.

CCOB's Influence: For the 2026 session, CCOB had a productive session as the limited scope allowed staff and Bowditch Cassell Public Affairs (BCPA) to focus on bills with the greatest impact on the CCOB. [Click here to view a summary of the outcomes of bills that Council took positions on.](#) After reviewing the session outcomes and debriefing with BCPA as well as the staff who support CCOB's legislative efforts, no gaps were identified in the 2026 approach from a staff perspective. Based on this, staff plans to proceed with the same approach for 2027. Consistent with Council's Rules of Procedure, if there is a desire to pursue drafting legislation in the interim or to request staff research other approaches to the legislative process, a Councilmember request for future action is appropriate. This will ensure that staff will have time to research the request and the associated costs for Council consideration and direction at a later date.

The June 2 presentation will be provided by both staff and BCPA.

Financial Considerations

N/A.

Prior Council or Other Entity Actions

[January 13, 2026 Council Meeting - Legislative Update \(presentation\)](#)

[February 10, 2026 Council Meeting - Legislative Update](#)

[March 3, 2026 Council Meeting - Legislative Update](#)

[April 14, 2026 Council Meeting - Legislative Update](#)

[May 12, 2026 Council Meeting - Legislative Update](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Danee Brouillard

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6A

Subject: Resolution - Adopting Colorado Communities for Climate Action (CC4CA) Policy Statement Updates

- Resolution No. 2026-81 adopting the Colorado Communities for Climate Action (CC4CA) updated policy statement

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

A resolution adopting Colorado Communities for Climate Action (CC4CA) Policy Statement updates.

Attachments

[Memo - Resolution No. 2026-81 Adopting CC4CA Policy Statement Updates \(1\).pdf](#)

[Resolution No. 2026-81 Adopting CC4CA Policy Statement Updates.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield is a member of Colorado Communities for Climate Action (CC4CA), which is a coalition of local governments across the state advocating for stronger state and federal climate policy. CC4CA is governed by a Board of Directors representing all of the member communities.

CC4CA follows a formal process to update its Policy Statement every other year. The revision process included soliciting input from every member jurisdiction, a preliminary review by the Board of Directors, and a review and approval by individual membership organizations before final approval at the CC4CA annual membership meeting (June 10-12, 2026).

Below are links provided by CC4CA with additional information:

- [Memo: Final Proposed Policy Statement Updates](#)
- [CC4CA Policy Statement Updates Process Graphic](#)
- [Proposed Policy Statement Updates 2026 - Clean](#)
- [Proposed Policy Statement Updates 2026 - Redlines Adopted 2026-04-09](#)
- [Cross-walking the Existing Policy Statement to the Revised Proposal](#)

Council's approval of the attached resolution would confirm Broomfield Council's support of the [updated preliminary CC4CA Policy Statement adopted by the Policy Committee on April 9, 2026, and May 14, 2026.](#)

Financial Considerations

N/A

Prior Council or Other Entity Actions

April 25, 2023: Council approved [Resolution No. 2023-69 Expressing Support for Colorado Communities for Climate Action's \(CC4CA\) 2023 Updates to its Policy Statement](#)

July 27, 2021: Council approved [Resolution No. 2021-130 Ratifying CC4CA 2021 Policy Statement](#)

July 28, 2020: Council approved [Resolution No. 2020-175 Adopting the Colorado Communities for Climate Action \(CC4CA\) 2020-2021 Policy Statement](#)

December 10, 2019: Council approved [Resolution 2019-283 Approving membership in CC4CA](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to approve CC4CA's updated Policy Statement, the appropriate motion is...
That Resolution 2026-81 be adopted.

Alternatives

Do not support the updated Policy Statement.

RESOLUTION NO. 2026-81

A resolution adopting the Colorado Communities for Climate Action (CC4CA) updated policy statement

Recitals.

Whereas, the Council recognizes the significant impacts to our community and many others that are already taking place, and the likelihood that these impacts will continue to intensify in the coming years, including additional infrastructure costs, health impacts to community members, economic impacts to businesses, water supply and water quality challenges, and others; and

Whereas, the Council, along with forty-eight other municipalities and counties in Colorado, have joined Colorado Communities for Climate Action (“CC4CA”), a coalition of local governments across the state which advocates for state and federal policies which support clean air, clean water, reduction of fossil fuel consumption and other contributors associated with greenhouse gas emissions; and

Whereas, an integral part of this system is the adoption of updates to CC4CA's Policy Statement, which guides the coalition's work; and

Whereas, the City and County of Broomfield desires to have an effective voice in the development of statewide energy and greenhouse gas reduction policies;

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

Section 1.

The City and County of Broomfield supports the 2026 updates to CC4CA's Policy Statement.

Section 2.

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

Approved on June 2, 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

Summary

[View Correspondence](#)

[View Presentation](#)

The Residential Waste Service (RWS) program launched on March 31, 2025, as a key initiative under Broomfield's Zero Waste Action Plan. To improve program management and reduce burdens for residents, staff are proposing several updates to the code based on feedback from staff and the community since the launch of the program. These recommended changes reflected in proposed Ordinance No. 2310 include:

1. Excluding opt-out fees for homes located on agricultural properties
2. Excluding opt-out fees for homes on large lots (≥ 5 acres)
3. Excluding opt-out fees for multi-unit buildings with three or more units
4. Requiring homeowners' associations (HOAs) to register with the Department of Regulatory Agencies (DORA) and update information
5. Clarifying the opt-out fee applicability and identifying the responsible party for payment

Detailed information regarding proposed Ordinance No. 2310 can be found in the [memo](#) prepared for the first read on April 28, 2026.

Boards and Commissions Prior Actions and Recommendations

On February 11, 2020, Council approved [Resolution No. 2020-65](#), adopting Zero Waste Goals.

On September 22, 2020, Council approved [Resolution No. 2020-169](#), adopting Greenhouse Gas Reduction as a Guiding Principle and Supporting the Creation of a Greenhouse Gas Reduction Plan.

On October 9, 2020, Broomfield received an award ([letter](#)) of \$90,000 from CDPHE's "FWRD" grant program to hire a consultant to draft a zero-waste plan.

On January 12, 2021, Council approved [Resolution No. 2021-5](#) approving a consulting agreement with Abbe & Associates, LLC (AKA Zero Waste Associates) in the amount of \$85,300 for professional services in regard to increasing recycling, composting, and waste diversion in Broomfield.

On January 18, 2022, Staff was directed to prepare a ballot question to authorize the City & County to adopt a community recycling and composting ordinance and to contract with one or more private waste haulers for waste removal services, commonly known as Universal Collection.

On July 26, 2022, Council voted against [Proposed Resolution No. 2022-94](#), adding a ballot question to the November 2022 election concerning Universal Collection in Broomfield, and directed staff to facilitate more robust community engagement and to prepare a study session to address the concerns and questions of Council and the public.

On April 18, 2023, Council directed staff to pursue a Contracted Residential Waste Services (Universal Waste Collection) program, including trash collection with volume-based/PAYT pricing and recycling services bundled at no additional cost, and a Residential Recycling and Composting Ordinance focused on hauler licensing requirements. Council further directed staff on key elements of the program, including

the requirement of an opt-out fee for households, exploration of multiple options for organics collection, and that HOAs should participate in the program. [View the Study Session memo here](#).

On October 10, 2023, Council approved [Resolution No. 2023-123](#) directing staff to issue a “request for proposals” for City-Contracted Residential Waste Hauling Services.

On April 16, 2024, and May 7, 2024, Executive Session for Legal Advice and Direction to Negotiators were held.

On August 13, 2024, Council approved [Ordinance No. 2242](#) on first reading.

On January 12, 2026, ACES was presented, and commented on, staff’s recommended updates to the RWS program.

On February 9, 2026, ACES reviewed staff’s updated recommendations to the RWS program, based on ACES input.

On February 17, 2026, during a [Council study session](#), Council was presented with staff’s recommended updates to the RWS program.

On April 13, 2026, ACES reviewed the proposed updates to Ordinance No. 2310 and recommended that the City Council adopt the proposed ordinance.

On April 28, 2026, Council approved the first reading of [Ordinance No. 2310](#).

Proposed Actions

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

That Ordinance No. 2310 be adopted on second and final reading and ordered published.

Alternatives

Maintain the program as-is and do not modify the Code regarding residential waste services or direct Staff to modify the proposed Ordinance No. 2310.

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

Ordinance No. 2310

An ordinance amending certain sections of Title 8 Chapter 4 of the Broomfield Municipal Code to modify City contracted waste collection services

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

Section 1.

Chapter 8-04, Garbage, of the Broomfield Municipal Code is hereby amended to read as follows:

. . .

8-04-026- Premises excluded from residential refuse collection services.

Except as otherwise provided in this chapter, the city shall not provide residential refuse collection services to the following sources:

- (A) All commercial or industrial establishments;
- (B) Multi-unit residences containing ~~eight~~ **three (3)** or more units; ~~and~~
- (C) Residents within homeowners' associations that provide curbside trash, garbage, debris, discarded material and recyclable materials collection services through a group account. Homeowners' associations must maintain an active waste contract and proof of an active contract must be provided to the city if requested, including a list of addresses covered by the group account. If the homeowners' association terminates such waste collection services to its residents, the homeowners' association shall provide written notice of termination to the city within 30 days;
- (D) **Residences with an agricultural real property tax designation as identified in the Assessor's real property tax records; and**
- (E) **Residential properties that are equal to or greater than 5 acres.**

. . .

8-04-028 - Residential refuse collection services fees.

- (A) City council shall enter into a contract for residential refuse collection services with a licensed hauler which agreement shall establish the fees to be imposed for such services. If a residential refuse collection services customer elects to not use the services provided by the city's contracted waste hauler and is not otherwise exempt, such customer shall pay to the city the minimum level of solid waste service which fee shall be set and shall increase as otherwise

provided for by the city's residential refuse collection services contract. This fee shall apply to each unit in a multi-unit residence. The owner of every premise, building, lot, house, or dwelling unit is liable for all charges and all fees associated with said premises, building, lot, house, or dwelling unit. The owner may designate another person to whom bills shall be sent. The fees may be combined into one fee and shall be imposed on all city residents except those excluded from this chapter pursuant to B.M.C. 8-4-026. The fees shall be billed either by the city contracted hauler directly or **by the City in conjunction with the charge for city water and sewer services of the minimum service fee** for those parties opting out of the city contracted residential refuse hauler's services and not excluded pursuant to B.M.C. 8-4-026.

- (B) The fees for opting out of residential refuse collection services and the charge for city utility services are hereby declared to be parts of one debt to the city insofar as the same relate to any one resident, and the refusal or failure to pay any part of such debt for any period of service shall be sufficient cause for the city to avail itself of any or all remedies as set forth and in accordance with the provisions of Chapter 13-12 of the Broomfield Municipal Code; except that water service shall not be disconnected for non-payment of the residential refuse collection minimum service fees nor shall a lien be put upon the property.

8-04-029 - Homeowners' association information.

All homeowners' associations must register with the Colorado Department of Regulatory Agencies, Division of Real Estate and update its information within 30 days of any changes. Homeowners' associations must cooperate with the City and provide any necessary information, including contact information.

Section 2.

The effective date of the ordinance will be July 1, 2026.

Section 3.

Introduced and approved after first reading on April 28, 2026, and ordered published in full.

Introduced a second time and approved on June 2, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Katie Allen, Director of Community Development

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7B

Subject: Ordinance - First Reading - Xcel Energy Franchise Agreement and Ballot Question

- Ordinance No. 2307 Xcel Energy Franchise Agreement for the use of the City and County's Rights of Way and other City and County property and vote on ballot question for voter approval of the franchise agreement

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

Ordinance No. 2307 would place a proposed franchise agreement with Public Service Company of Colorado (dba Xcel Energy) on the ballot.

Pursuant to Broomfield's Charter, Section 17.6, the grant of a gas and electric franchise is subject to voter approval. Broomfield residents approved the existing franchise agreements with Public Service Company of Colorado, by virtue of [Ordinance No. 1872](#), and United Power, Inc., by virtue of [Ordinance No. 1874](#), both adopted in 2007. Public Service Company of Colorado currently does business under the name Xcel Energy ("Xcel"). This [map](#) shows the Xcel and United Power service areas in Broomfield.

Attachments

[Xcel Franchise Agreement to Ballot 1st Reading Memo.pdf](#)

[Xcel Franchise Agreement Ordinance 2307.pdf](#)

[PSCo-Broomfield - Franchise Agreement FINAL\(7125990\(7126017.1\)\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Ordinance No. 2307 would approve the terms, fees, compensation, and other conditions of a gas and electric franchise agreement with Public Service Company of Colorado (dba Xcel Energy) and place the proposed agreement on the ballot for final voter approval.

Pursuant to the City and County of Broomfield (CCOB) Charter, Section 17.6, the grant of a gas and electric franchise is subject to voter approval. Broomfield residents approved the existing franchise agreements with Public Service Company of Colorado, by virtue of [Ordinance No. 1872](#), and United Power, Inc., by virtue of [Ordinance No. 1874](#), both adopted in 2007. Public Service Company of Colorado currently does business under the name Xcel Energy ("Xcel"). This [map](#) shows the Xcel and United Power service areas in Broomfield.

The franchise for both entities is set to expire on December 31, 2027. Xcel and United Power would like to agree to the terms of the new franchise well in advance of the 2027 deadline, as the franchises also must be approved by the voters.

Chapter 17.6(b) of CCOB's home rule charter allows Broomfield Council to set the terms and conditions of the franchise to be voted on. Negotiations have been completed between Xcel and CCOB over the terms of a new franchise agreement. Discussions with United Power are underway, and a future ordinance will be brought to Council once their franchise agreement is finalized.

If the Broomfield Council agrees to the terms as presented, it should direct the clerk to place the new grant of a franchise on the ballot for the November 3, 2026, general municipal election.

Financial Considerations

Under the existing franchise agreement, Xcel pays CCOB a "Franchise Fee" equal to 3% of its gross revenues from gas and electricity sales within the City and County. No franchise fee is charged for utility services provided directly to the CCOB for its own use, such as street lighting. The agreement includes an "Underground Program" dedicated to relocating existing overhead electric lines underground. Xcel budgets an amount equal to 1% of the preceding year's Electric Gross Revenues for this purpose.

The proposed agreement maintains the same franchise fee (3%) and undergrounding fund contributions (1%) as before.

Prior Council or Other Entity Actions

Prior Council Action:

- [Ordinance No. 727](#) approved a franchise with Public Service Company of Colorado, on April 14, 1987.
- [Ordinance No. 1872](#) was approved on August 28, 2007, placing the franchise agreement on the ballot on November 6, 2007, and approved by the voters.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with approving the proposed language and placing the proposed franchise agreement with Xcel on the ballot, the appropriate motion is...

That Ordinance No. 2307 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on July 7, 2026.

Alternatives

Do not approve the ordinance. In the event this franchise is not renewed at the expiration of its term or is terminated for any reason, CCOB would need to provide for alternative utility service. Xcel will continue to provide utility service within Broomfield and operate under a Certificate of Public Convenience and Necessity from the PUC, but will not be subject to franchise terms. As a result, CCOB would no longer receive the 3% franchise fee.

Background on Franchises

Pursuant to Section 17.6 of CCOB's Charter, the grant of a gas and electric franchise is subject to voter approval. ("No franchise shall be granted except upon approval by a majority of the electors voting thereon.") Every 20 years, CCOB and its utility providers, Xcel Energy and United Power, negotiate a franchise agreement to refer to the voters, outlining each entity's roles and responsibilities in providing public infrastructure and utility services effectively.

The current 20-year franchise agreement with Xcel expires on December 31, 2027. CCOB, through the Community Development Department and the City and County Attorney's Office (inside and outside counsel), and Xcel Energy have negotiated a new agreement to present to Broomfield voters for approval.

The last time this went to a vote was in 2007 as a ballot issue. It was approved 75% to 24%. Council approved the ballot question on August 28, 2007. Below are the answers to what staff anticipates to be common questions arising from the consideration of these franchise agreements. This information has been added to Broomfield's website.

What IS a franchise agreement?

A franchise agreement is a contract between a municipality and a public utility outlining public benefits and granting a utility the right to use CCOB's public right of way to install, maintain and repair infrastructure and facilities to deliver utility services. A franchise agreement is a tool for CCOB to safely and effectively manage utility, transportation, and water infrastructure needs within CCOB's public right-of-way to provide high-quality and reliable service to residents. As an example, if CCOB needs to repair a road, Xcel can use that construction opportunity to repair electricity lines. This increases efficiency and decreases costs and disruptions.

What ISN'T a franchise agreement?

CCOB and our utility providers are separate entities, and the franchise agreement only covers certain aspects of how they work together.

The franchise agreement **does not set utility rates**. Xcel Energy sets [utility billing rates](#) and provides utility assistance and efficiency opportunities as required by Colorado State Statute (Title 24 & 40) and the Colorado [Public Utilities Commission](#) (the “PUC”) Rules Regulating Electric and Gas Utilities. United Power similarly sets [utility billing rates](#), which are also regulated by the PUC. The franchise does not govern Xcel Energy or United Power plans, designs, or builds of utility infrastructure.

Why does CCOB need a franchise agreement?

The franchise agreement grants the utility provider the non-exclusive right to use CCOB’s right-of-way, CCOB streets, public utility easements, and other CCOB property to build the infrastructure needed to provide electricity and gas to Broomfield’s homes, businesses, and public spaces. The franchise agreement also regulates operational matters pertaining to traffic signals and streetlights managed in partnership with our utility providers.

The franchise agreement includes public benefits delivered through CCOB’s partnership with our utility providers including:

- General fund revenue support
- Efficient public construction projects that reduce costs and minimize disruptions
- Energy assistance and efficiency programs that help residents manage costs
- Street lighting and traffic signal lighting to keep Broomfield communities safe
- Underground program benefits

Will approving the franchise increase my utility costs?

No. There are no increased costs associated with approval of the franchise agreement. Our utility providers may, at various times, request increases from the PUC, but those terms are not regulated by the franchise agreement with CCOB. The franchise agreement with CCOB is primarily focused on how the utility providers access rights-of-way to provide services to residents in Broomfield.

What is the franchise fee for?

The franchise fee serves as compensation to the local government for the industry’s use of the right-of-way. Xcel and United Power each collect the fee established by the City Council from customers, and then remits 100% of the collected fees to CCOB. Xcel and United Power do not benefit from the franchise fee.

Why do Broomfield voters approve the CCOB’s Franchise Agreements?

CCOB’s charter specifies that all franchise agreements impacting public streets, alleys, bridges and other public places be referred to a vote of the people to ensure authorized uses of public property serve the public good and involve transparent decision-making. CCOB has an existing 20-year franchise agreement with Xcel Energy expiring December 31, 2027. CCOB is using this opportunity to resecure the benefits of the

franchise agreement while strengthening CCOB and its partnerships with our utility providers to achieve the greatest benefits for Broomfield residents.

When will Broomfield residents be asked to approve the CCOB's Franchise Agreement?

If approved on second reading at the July 7, 2026, Broomfield Council meeting, it will be referred to voters for the November 2026 election. If approved by Broomfield voters, the new agreement will go into effect on January 1, 2028. If rejected by Broomfield voters, Xcel Energy will continue to serve Broomfield residents, but residents will not receive the same benefits achieved through the franchise agreement.

How does the Franchise Agreement improve the operational and cost efficiencies of public infrastructure construction projects?

When CCOB constructs a capital improvement project, such as a roadway or utility project, the franchise utility providers must relocate their utility infrastructure in the public right-of-way to accommodate the new infrastructure at their cost. This saves significant taxpayer money for public projects and minimizes construction and service disruptions to Broomfield homes and businesses.

Additionally, Xcel will bury overhead power lines using the 1% Undergrounding Fund when requested by CCOB. Undergrounding projects have been typically coordinated with CCOB roadway improvement projects. Two recent examples are the Dillon Rd./W. 144th Ave improvement project and the 120th Avenue sidewalk project between Teller St. and Main St.

How will CCOB's partnership with Xcel move CCOB toward a more resilient and energy-efficient future?

CCOB and Xcel share a commitment to sustainability.

Article 15 of the agreement details this commitment through technological innovation, environmental responsibility, and community support. Xcel commits to using its "best efforts" to incorporate technological advances in its services and equipment to benefit CCOB and Broomfield residents.

Key areas of collaboration and commitment:

- **Project Execution and Planning:** Xcel and CCOB will meet at least annually to discuss capital investment, energy innovation, and load growth, streamlining project execution and supporting the City's development.
- **Environmental Responsibility:** Xcel maintains its commitment to net-zero emissions and carbon-free electricity, as outlined in its annual Sustainability Report.
- **Community Support:** Xcel will continue providing residents and CCOB with programs focused on renewable energy, energy efficiency, and financial assistance. The Company will meet with CCOB at least annually to discuss these programs and ensure their information is publicly available.

How does CCOB's Franchise Agreement with Xcel Energy impact Energy Utility rates?

CCOB recognizes the challenge of rising household costs in the metro-Denver area, including utility rates. However, the franchise agreement does not set utility rates.

Placing a Proposed Franchise Agreement with Public Service Company of Colorado (Xcel) and United Power, Inc. on the November 2026 Ballot

Prepared By: Katie Allen, Director of Community Development

Our utility providers propose utility billing rates, which are approved by the PUC. In addition, as required by Colorado State Statute (Title 24 & 40), Xcel and United Power provide utility assistance and efficiency opportunities in accordance with the Colorado Public Utilities Commission Rules Regulating Electric and Gas Utilities. The Colorado Office of the Utility Consumer Advocate (UCA) advocates for the interests of residential, small business, and agricultural utility customers in Colorado. They work with the Colorado Public Utilities Commission (PUC) to ensure fair and reasonable rates for utility services, according to the Colorado Department of Regulatory Agencies (DORA).

[Where can I find information about energy payment assistance?](#)

[Xcel Energy offers income-qualified energy resources](#). Their website provides detailed information on the programs offered.

[Where can I find information about efficiency programs?](#)

CCOB agencies, such as the Sustainability Division, partner with Xcel Energy and local organizations to connect eligible individuals, non-profits, or single- and multi-family housing providers to payment assistance, conservation, and efficiency programs. [Xcel Energy's Resources. Education. Delivered. \(RED\) Truck](#) serves Colorado communities by offering free energy education services to help customers manage their energy usage and control their energy bills. In addition, both [Xcel Energy](#) and [United Power](#) offer a number of rebate programs to residents.

Changes to the Franchise Agreement

The following is a summary of the major changes to the [franchise agreement](#).

Definitions - some clarifying definitions were added to the agreement, including definitions for Parks and Open Space, as well as several other definitions to help clarify the rights and responsibilities of the parties.

Grant of Franchise - This section adds clarifications on locating utilities on Other CCOB Property, Parks, and Open Space property. Clarity was added that if the property is Parks or Open Space, the utility provider may need to pay just compensation to CCOB as set forth in [Section 18.3 of the Charter](#) - Restrictions on the use of open space.

Term - The term will commence on January 1, 2028, and continue for 20 years, until December 31, 2048.

Franchise Fee - This section remains largely similar to the previous franchise agreements. A section was added to specifically address the ability to audit the utility provider's records.

Administration of Franchise - This section also remains similar to the previous franchise, but more details were provided on emergency utility work.

Relocations - Section 6.9 of the franchise agreement is an area where staff worked with the Xcel on revisions. Staff routinely encounter issues with the relocation of utilities, and the goal of staff was to provide a clearer process for the relocations and to clarify each party's obligations with respect to relocations. Staff is comfortable with the revisions made to this section.

Placing a Proposed Franchise Agreement with Public Service Company of Colorado (Xcel) and United Power, Inc. on the November 2026 Ballot

Prepared By: Katie Allen, Director of Community Development

CCOB Boundaries - Article 7 was added to address changes in the boundary of Broomfield. As CCOB is a city and county, it is highly unlikely that any changes in the jurisdictional boundary shall occur; however, having clarifying language in the franchise agreement helps provide clarity if any future changes did occur.

Reliability (Article 8) - This section is substantially the same, but does provide that the utility provider will provide to CCOB reports relating to reliability.

Company Performance Obligations (Article 9) is also largely similar to the previous agreement, with the addition of a section addressing adjustments to utility facilities in the streets, which is favorable to CCOB and largely reflects how the parties have been operating.

Billing and Payment (Article 10) - This is a new section; while the previous franchise did address payment, this section further clarifies the obligations and is a good addition.

Use of Company Property (Article 11) - Again, this is similar to the previous franchise and provides that CCOB may use electric distribution poles at no cost for public safety purposes.

Undergrounding (Article 12) - This section continues the work of the previous franchise agreements to require the undergrounding of new electrical distribution facilities. In addition, this continues the Underground Conversion Program with Xcel contributing 1% of the preceding year's Electric Gross Revenue.

Next Generation Planning (Article 15) - The utility providers commit to investing in technological advances and continuing sustainability efforts.

Environment and Conservation (Previous Article 18) - This section has been removed by Xcel Energy, consolidated, and revised with Next Generation Planning in Article 15.

ORDINANCE NO. 2307

An ordinance submitting to the vote of the registered electors of the City and County of Broomfield at a general election held on November 3, 2026 the question of granting a franchise to Public Service Company of Colorado and approving a Franchise Agreement

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

Section 1.

Pursuant to the provisions of section 17.6(b) of the Home Rule Charter of the City and County of Broomfield, the franchise agreement between Public Service Company of Colorado and the City and County of Broomfield, attached hereto and incorporated herein by reference, setting forth the terms, fees, compensation, and other conditions of a gas and electric franchise, is hereby approved.

Section 2.

Pursuant to the provisions of sections 7.2(c) and 17.6(a) of the Home Rule Charter, there shall be submitted to the registered electors of the City and County of Broomfield at the general municipal election to be held on Tuesday, November 3, 2026, a ballot question seeking approval of the grant of this franchise.

Section 3.

The ballot question to be submitted to the registered electors shall be in substantially the following form:

Question 1A

Shall the City and County of Broomfield approve the terms of a twenty-year franchise contract, starting January 1, 2028, with Public Service Company of Colorado (Xcel Energy) to continue Xcel's program for undergrounding overhead electrical lines, maintaining infrastructure safety and partnering with the City for emergency management coordination, and to require that Xcel Energy continue to pay to the City for reasonable use of public rights-of-way and other City property necessary to provide safe and reliable utility services for the benefit of the City, its residents and its businesses as set forth in Ordinance No. 2307?

YES __

NO __

Section 4.

The grant of the franchise shall not become effective unless a majority of the electors voting thereon vote to approve the franchise, and if so approved, shall become effective January 1, 2028.

Section 5.

It is Council's intent that the number for this ballot question be as low as possible. In the event that another ballot question needs the 1A designation, Council authorizes staff to modify the ballot number stated above so that the franchise ballot question has the lowest number possible.

Section 6.

Copies of the full text of the franchise agreement as set forth in this ordinance shall be available for inspection by registered electors at each polling place on election day.

Section 7.

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

Introduced and approved after first reading on June 2, 2026, and ordered published in full.

Introduced a second time and approved on July 7, 2026, and ordered published in full.

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

GAS AND ELECTRIC FRANCHISE AGREEMENT
BETWEEN
THE CITY AND COUNTY OF BROOMFIELD, COLORADO
AND
PUBLIC SERVICE COMPANY OF COLORADO

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**PUBLIC SERVICE COMPANY OF COLORADO
AND
THE CITY AND COUNTY OF BROOMFIELD, COLORADO**

GAS AND ELECTRIC FRANCHISE AGREEMENT

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF CONSTRUCTION**

Section 1.1 Defined Terms. In addition to the capitalized terms defined elsewhere in this Franchise, the following capitalized words and phrases shall have the meanings set forth below. Words not defined in this Article 1 or elsewhere in this Franchise shall be given their common and ordinary meaning.

“As-Built Drawing” means hard or electronic copies of the facility drawings as maintained in the Company’s business records and shall not include information maintained in the Company’s geographical information system.

“City” means the City and County of Broomfield, a municipal corporation of the State of Colorado.

“City Designee” means the City Manager or such other City employee(s) as they may designate.

“Company” means Public Service Company of Colorado, a Colorado corporation, an Xcel Energy company, and its successors and assigns including affiliates or subsidiaries that undertake to perform any of the obligations under this Franchise.

“Company Designee” means the Company’s community relations Area Manager for the City.

“Company Facilities” refer to all facilities of the Company which are reasonably necessary or desirable to provide Utility Service into, within and through the City, including but not limited to plants, works, systems, substations, transmission and distribution structures and systems, lines, equipment, pipes, mains, conduit, transformers, underground lines, gas compressors, meters, meter reading devices, communication and data transfer equipment, control equipment, gas regulator stations, street lights, wire, cables and poles as well as all associated appurtenances.

“CORA” refers to the Colorado Open Records Act (C.R.S. § 24-72-201 et seq.), as the same may be amended.

“Council” refers to and is the legislative body of the City.

“Effective Date” has the meaning ascribed in Section 2.3.

“Electric Gross Revenues” refers to those amounts of money that the Company receives from the sale and/or delivery of electricity in the City, after adjusting for refunds, net write-offs of accounts, corrections, or Regulatory Adjustments (as defined below). Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Electric Gross Revenues” shall exclude any revenue from the sale and/or delivery of electricity to the City as a customer of the Company.

“Franchise” or **“Franchise Agreement”** means this franchise agreement by and between the City and Company.

“Franchise Fee” has the meaning ascribed in Section 4.1(A).

“Force Majeure Event” means the inability to undertake an obligation of this Franchise Agreement due to a cause, condition or event that could not be reasonably anticipated by a party, or is beyond a party’s reasonable control after exercise of best efforts to perform. Such cause, condition or event includes but is not limited to fire, strike, war, riots, terrorist acts, acts of governmental authority, acts of God, floods, extreme weather conditions or events, pandemics, epidemics, quarantines, discovery of unforeseen conditions or hazards, labor disputes, unavailability or shortages of materials or equipment or failures or delays in the delivery of materials. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event.

“Gross Revenues” refers to those amounts of money the Company receives from the sale of gas and electricity within the City under rates authorized by the Public Utilities Commission, as well as from the transportation of gas, to its customers within the City, as adjusted for refunds, net write-offs of uncollectible accounts, corrections, expense reimbursements or regulatory adjustments. Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Gross Revenues” shall exclude any revenues from the sale of gas or electricity to the City or the transportation of gas to the City.

“Industry Standards” refers to requirements adopted by government agencies that direct the materials, specifications, testing, construction, repair, maintenance, manufacturing, and other facets of the operation of Company Facilities. Such agencies include, but are not limited to the U.S. Department of Transportation, the Federal Energy Regulatory Commission (“FERC”), the North American Electric Reliability Corporation (“NERC”), the Pipeline and Hazardous Materials Safety Administration (“PHMSA”), the Public Utilities Commission and the National Electric Safety Code (“NESC”).

“Open Space” refers to privately-owned property protected by real covenant, or publicly-owned property protected by covenant and/or designated by ordinance or resolution of the City Council, which covenant or designation designates the property for use as one (1) or more of the following: a community buffer; a wildlife corridor and habitat area; a wetland; a view corridor; agricultural land; an area of archeological, historical, geologic or topographic significance; an area containing significant renewable and/or nonrenewable natural resources;

and/or other undesignated, typically non-irrigated, undeveloped land uses. Open Space shall not include Parks.

“Other City Property” refers to the surface, the air space above the surface and the area below the surface of any property owned by the City or directly controlled by the City due to the City’s real property interest in the same or hereafter owned by the City, that would not otherwise fall under the definition of “Streets,” but which provides a suitable location for the placement of Company Facilities as specifically approved in writing by the City. Other City Property does not include Public Utility Easements.

“Parks” refers to land area owned by the City, either independently or with another governmental or quasi-governmental entity, that is developed and maintained for active or passive recreational use and is open for the general public’s use and enjoyment; which, by way of example only, may include public playfields, courts, and other recreation facilities, or may include greenways, water features, picnic areas, or natural areas.

“Private Project” refers to any project not included in the definition of Public Project.

“Public Project” refers to any public work or improvement project located within the City where fifty percent (50%) or more of the funding is provided by any combination of: the City, the federal government, the State of Colorado, any adjacent Colorado county, Regional Transportation District, Metro Water Recovery, and Urban Drainage and Flood Control District (d/b/a Mile High Flood District), but excluding other entities established under Title 32 of the Colorado Revised Statutes, other entities that are equivalent in terms of purpose and use, and governmental entities outside of the boundaries of the City not otherwise listed above.

“Public Utilities Commission” or **“PUC”** refers to the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.

“Public Utility Easement” means an easement over, under, across, upon, or above public or private property, platted or otherwise dedicated that allows the right to use and access such property for constructing, reconstructing, operating, maintaining, inspecting, and repairing utilities or utility facilities, including but not limited to Company Facilities.

“Relocate” and **“Relocation,”** and any variation thereof, means a temporary or permanent change or alteration by the Company in the position of any Company Facilities.

“Residents” refers to all persons, businesses, industries, governmental agencies (including the City) and any other entity whatsoever presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the City.

“Streets” or **“City Streets”** refers to the surface, the air space above the surface and the area below the surface of any City-dedicated or City-maintained streets, alleys, bridges, roads, lanes, access easements, and other public rights-of-way within the City, which are primarily used for motorized vehicle traffic. Streets shall not include Public Utility Easements and Other City Property.

“Supporting Documentation” refers to all information reasonably necessary for the Company to design, construct, or assess cost allocation for any work performed under the provisions of this Franchise, including design, engineering documents and other information prepared by the City for its project in accordance with applicable law.

“Tariffs” refer to those tariffs of the Company on file and in effect with the PUC or other governing jurisdiction, as amended from time to time.

“Underground Program” has the meaning ascribed in Section 12.2(A).

“Utility Emergency” means downed, damaged or hazardous power and/or transmission lines, poles or other overhead and below grade services power equipment or facilities; gas pipeline breaks, failures or hazards; other Company Facility system breaks, collapse or failures, or other mishaps occurring in connection with the activities of public utilities involving an imminent threat to public safety and welfare, which includes a significant impact to Utility Service to Residents, requiring immediate action by the Company but does not require a declaration of emergency by the City.

“Utility Service” refers to the sale of gas or electricity to Residents by the Company under Tariffs approved by the PUC, as well as the delivery of gas to Residents by the Company.

Section 1.2 Singular/Plural. Unless the context otherwise requires, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural.

Section 1.3 Mandatory/Permissive. The words “shall” and “will” are mandatory and the word “may” is permissive.

ARTICLE 2 GRANT OF FRANCHISE

Section 2.1 Grant of Franchise.

(A) **Grant.** The City hereby grants to the Company, subject to all conditions, limitations, terms, and provisions contained in this Franchise, the non-exclusive right to make reasonable use of City Streets, Public Utility Easements (as applicable), and Other City Property:

(1) to provide Utility Service to the City and to its Residents under the Tariffs; and

(2) to acquire, purchase, construct, install, locate, maintain, operate, upgrade and extend into, within and through the City all Company Facilities reasonably necessary for the generation, production, manufacture, sale, storage, purchase, exchange, transportation, transmission and distribution of Utility Service within and through the City.

(B) Street Lighting and Traffic Signal Lighting Service. The rights granted by this Franchise encompass the nonexclusive right to provide street lighting service and traffic signal lighting services as directed by the City and, where applicable, the provisions of this Franchise shall apply with full and equal force to street lighting service and traffic signal lighting service provided by the Company pursuant to its Tariffs. In the event of a conflict between the provisions of this Franchise and the Tariffs with regard to street lighting and traffic signal service, the Tariffs shall control. Wherever reference is made in this Franchise to the sale or provision of Utility Service these references shall be deemed to include the provision of street lighting service and traffic signal lighting service.

(C) New Company Facilities in Other City Property, Excluding Parks and Open Space. For all Other City Property that is not a Park or Open Space, the City's grant to the Company of the right to locate Company Facilities in, on, over or across such Other City Property shall be subject to the Company's already having or first receiving from the City approval of the location of such Company Facilities, in the City's reasonable discretion; and the terms and conditions of the use of such Other City Property shall be governed by this Franchise as may be reasonably supplemented to account for the unique nature of such Other City Property. Nothing in this Section 2.1(C) shall modify or extinguish pre-existing Company property rights. Further, this paragraph shall not prohibit the Company from modifying, replacing or upgrading Company Facilities already located in Other City Property in accordance with the terms and conditions of the City license agreement, permit or other agreement that granted the Company the right to use such Other City Property or, if there is no such license agreement, permit or other agreement, in accordance with this Franchise.

(D) New Company Facilities in Other City Property that are Parks or Open Space. The City's grant to the Company of the right to locate Company Facilities in, on, over or across Other City Property that is a Park or Open Space shall be subject to (i) the Company's already having or first receiving from the City a revocable license, permit or other agreement approving the location of such Company Facilities, which the City may grant or deny in its sole discretion; and (ii) the terms and conditions of such revocable license agreement, permit or other written agreement. By way of illustration and example only, the City may want to condition the use of Park or Open Space property that is a golf course upon the Company not constructing Company Facilities in fairways or greens or during peak golf season. Nothing in this Section 2.1(D) shall modify or extinguish pre-existing Company property rights. Further, this paragraph shall not prohibit the Company from modifying, replacing or upgrading Company Facilities already located in Parks or Open Space in accordance with the terms and conditions of the City license agreement, permit or other agreement that granted the Company the right to use such Parks or Open Space or, if there is no such license agreement, permit or other agreement, in accordance with this Franchise. Use of Open Space or Parks may require the payment of just compensation to the City as set forth in Section 18.3 of the City's Charter, as amended.

Section 2.2 Conditions and Limitations.

(A) Scope of Franchise. The grant of this Franchise and the terms and conditions hereof shall extend to the territorial boundaries of the City as it is now or hereafter constituted that are within the Company's PUC-certificated service territory; however, nothing contained in this Franchise shall be construed to authorize the Company to engage in activities other than the provision of Utility Service.

(B) Subject to City Usage. The Company's right to make reasonable use of City Streets and Other City Property to provide Utility Service to the City and its Residents under this Franchise is subject to and subordinate to any City usage of said Streets and Other City Property.

(C) Prior Grants Not Revoked. This grant and Franchise is not intended to and does not revoke any prior license, grant, or right to use the Streets, Other City Property or Public Utility Easements, and such licenses, grants or rights of use are hereby affirmed.

(D) Franchise Not Exclusive. The rights granted by this Franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the City reserves the right to make or grant a franchise to any other person, firm, or corporation.

Section 2.3 Effective Date and Term. This Franchise shall take effect on January 1, 2028 (the "**Effective Date**") and shall supersede any prior franchise grants to the Company by the City. This Franchise shall terminate on December 31, 2048, unless extended by mutual consent.

ARTICLE 3 CITY POLICE POWERS

Section 3.1 Police Powers. The Company expressly acknowledges the City's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the City considers making any substantive changes in its local codes or regulations that in the City's reasonable opinion will significantly impact the Company's operations in the City's Streets, Public Utility Easements and Other City Property, it will make a good faith effort to advise the Company of such consideration; provided, however, that lack of notice shall not be justification for the Company's non-compliance with any applicable local requirements.

Section 3.2 Regulation of Streets and Other City Property. The Company expressly acknowledges the City's right to enforce regulations concerning the Company's access to or use of the Streets and/or Other City Property. In addition, the Company acknowledges the City's right to require the Company to obtain permits for work in Streets, Other City Property, and Public Utility Easements.

Section 3.3 Compliance with Laws. The Company shall promptly and fully comply with all laws, regulations, permits and orders lawfully enacted by the City that are consistent with Industry Standards. To the extent that the Company believes that any City regulations, permits and orders are inconsistent with Industry Standards, the Company shall provide the City with

written notice of Company's position that the laws, regulations, permits or orders are inconsistent with Industry Standards and shall provide detail on the specific standard which is implicated including a detailed explanation of why there is a conflict. In the event of such a notification, the Parties agree to meet within a reasonable period of time and discuss resolution of the alleged conflict. Nothing herein provided shall prevent the Company from legally challenging or appealing the enactment or applicability of any laws, regulations, permits or orders enacted by the City. Nothing herein shall prevent the City from seeking judicial enforcement of any laws, regulations, permits or orders enacted by the City.

Section 3.4 Industry Standards. In enacting laws and regulations and issuing permits that affect the Company's access to or use of the Streets, Other City Property and Public Utility Easements, the City agrees to make good faith efforts to make its regulations and permit conditions consistent with Industry Standards to the extent practicable, and the Company agrees to make good faith efforts to advise the City of Industry Standards that affect the Company's operations within the City. Without limiting the City's police power in any way, the City will take into consideration any input from the Company on new regulations and permit conditions that the Company believes unnecessarily increase its costs of operations within the City.

ARTICLE 4 FRANCHISE FEE

Section 4.1 Franchise Fee.

(A) Fee. In consideration for this Franchise Agreement, which provides the certain terms related to the Company's use of City Streets, Public Utility Easements and Other City Property, which are valuable public properties acquired and maintained by the City at the expense of its Residents, and in recognition of the fact that the grant to the Company of this Franchise is a valuable right, the Company shall pay the City a sum equal to three percent (3%) of Gross Revenues (the "**Franchise Fee**"). To the extent required by law, the Company shall collect the Franchise Fee from a surcharge upon City Residents who are customers of the Company.

(B) Obligation in Lieu of Franchise Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Company shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount that the Company would have paid as a Franchise Fee as partial consideration for use of the City Streets, Public Utility Easements and Other City Property. Such payments shall be made in accordance with applicable provisions of law. Further, to the extent required by law, the Company shall collect the amounts agreed upon through a surcharge upon Utility Service provided to City Residents who are customers of the Company.

(C) Changes in Utility Service Industries. The City and the Company recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes may have an

adverse impact upon the Franchise Fee revenues provided for herein. In recognition of the length of the term of this Franchise, the Company agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the City, the Company will cooperate with and assist the City in making reasonable modifications of this Franchise Agreement in an effort to provide that the City receives an amount in Franchise Fees or some other form of compensation that is the same amount of Franchise Fees paid to the City as of the date that such initiatives and changes adversely impact Franchise Fee revenues.

(D) Utility Service Provided to the City. No Franchise Fee shall be charged to the City for Utility Service provided directly or indirectly to the City for its own consumption, including street lighting service and traffic signal lighting service, unless otherwise directed by the City in writing and in a manner consistent with Company policy.

Section 4.2 Remittance of Franchise Fee.

(A) Remittance Schedule. Franchise Fee revenues shall be remitted by the Company to the City as directed by the City in monthly installments not more than thirty (30) days following the close of each calendar month.

(B) Correction of Franchise Fee Payments. In the event that either the City or the Company discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. Subject to the following sentence, if the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error pursuant to Section 4.2(D) of this Franchise; otherwise, the error shall be corrected in the next monthly payment. However, if the error results in an overpayment of the Franchise Fee to the City, and said overpayment is in excess of Five Thousand Dollars (\$5,000.00), correction of the overpayment by the City shall take the form of a credit against future Franchise Fees and shall be spread over the same period the error was undiscovered or the City shall make a refund payment to the Company. If such period would extend beyond the term of this Franchise, the Company may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All Franchise Fee underpayments shall be corrected in the next monthly payment, together with interest computed at the rate set by the PUC for customer security deposits held by the Company, from the date when due until the date paid. Subject to the terms of the Tariffs, in no event shall either party be required to fund or refund any overpayment or underpayment made as a result of a Company error which occurred more than five (5) years prior to the discovery of the error.

(C) Audit of Franchise Fee Payments.

- (1) Company Audit. At the request of the City, every three (3) years commencing at the end of the third calendar year of the Term of this Franchise, the Company shall conduct an internal audit, in accordance with the Company's auditing

principles and policies that are applicable to electric and gas utilities that are developed in accordance with the Institute of Internal Auditors, to investigate and determine the correctness of the Franchise Fees paid to the City. Such audit shall be limited to the previous three (3) calendar years. The Company shall provide a written report to the City Clerk summarizing the audit procedures followed along with any findings.

- (2) City Audit. Every three (3) years commencing at the end of the third year of this Franchise, or in the event that the City disagrees with the result of the audit conducted pursuant to subparagraph (1) above and the parties are unable to informally resolve their differences, the City may conduct its own audit at its own expense, in accordance with generally accepted auditing principles applicable to electric and gas utilities that are developed in accordance with the Institute of Internal Auditors, and the Company shall cooperate by providing the City's auditor with non-confidential information that would be required to be disclosed under applicable state sales and use tax laws and applicable PUC rules and regulations.
- (3) Underpayments. If the results of a City audit conducted pursuant to Section 4.2(C)(2) above concludes that the Company has underpaid the City by five percent (5%) or more, in addition to the obligation to pay such amounts to the City, the Company shall also pay all reasonable costs of the City's audit. The Company shall not be responsible for the costs of the City's audit when the underpayment is caused by errors from information provided by an entity certified by the Colorado Department of Revenue as a "hold harmless entity" or other similar entity recognized by the Department of Revenue.

(D) Fee Disputes. Either party may challenge any written notification of error as provided for in Section 4.2(B) of this Franchise by filing a written notice to the other party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's notice. The parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

(E) Reports. To the extent allowed by law, upon written request by the City, but not more than once per year, the Company shall supply the City with a list of the names and addresses of registered natural gas suppliers and brokers of natural gas that utilize Company Facilities to sell or distribute natural gas within the City. The Company shall not be required to disclose any confidential or proprietary information.

(F) Franchise Fee Payment Not in Lieu of Permit or Other Fees.

- (1) Payment of the Franchise Fee by Company to City does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the City, except that the Franchise Fee provided for herein shall be in lieu of any occupation, occupancy or similar tax or fee for the

Company's use of City Streets, Public Utility Easements or Other City Property under the terms set forth in this Franchise. In the event the City requires a contractor, business, or similar license from the Company to operate in the City, the City waives the (i) fees for such license and (ii) any bond, cash deposit, letter in lieu or similar financial assurance associated with such license or with any permit.

- (2) Notwithstanding anything to the contrary in this Franchise, the City will not require the Company to pay the fees charged for permits when such permits are obtained for Relocations requested by the City under Section 6.9 of this Franchise, undergrounding projects requested by the City under Article 12 of this Franchise, or for any project undertaken by the Company where the City is the customer for Utility Service.

ARTICLE 5

ADMINISTRATION OF FRANCHISE

Section 5.1 City Designee. The City Designee shall have full power and authority to administer this Franchise. The City Designee may also designate one or more additional City representatives to act as the primary liaison with the Company as to particular matters addressed by this Franchise and shall provide the Company with the name(s) and telephone number(s) of said City representatives. The City Designee may change these designations by providing written notice to the Company. The City's Designee shall have the right, at all reasonable times and with reasonable notice to the Company, to inspect any Company Facilities in City Streets and Other City Property.

Section 5.2 Company Designee. The Company Designee shall act as the primary liaison with the City and the Company shall provide the City with the name, address, and telephone number for the Company Designee. The Company may change its designee by providing written notice to the City. The City shall use the Company Designee to communicate with the Company regarding Utility Service and related service needs for City facilities.

Section 5.3 Coordination of Work.

(A) Company and City agree to coordinate their activities in City Streets, Public Utility Easements and Other City Property. The City and the Company will meet annually upon the written request of the City Designee to exchange their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect City Streets, including but not limited to any planned City Streets paving projects. The City and Company shall hold such meetings as either deems necessary to exchange additional information with a view toward coordinating their respective activities in those areas where such coordination may prove beneficial and so that the City will be assured that all applicable provisions of this Franchise, applicable building and zoning codes, and applicable City air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

(B) In addition to the foregoing meetings, the Company and the City agree to use good faith efforts to provide notice to one another whenever (i) the Company initiates plans to significantly upgrade its infrastructure within the City, including without limitation the replacement of utility poles and overhead lines; and (ii) third-party applicants within the City initiate private land uses and projects or the City initiates a Public Project that requires significant upgrade to future gas and/or electric utility development by the Company, in order to allow for mutual City and Company input and consultation for beneficial coordination of activities.

Section 5.4 Emergencies and Disasters.

(A) Emergency Action Plan. Upon written request, the Company shall assist the City in developing an emergency and disaster operations plan. The City and the Company will work cooperatively with each other in any emergency or disaster situation to address the emergency or disaster. The City and the Company shall work prospectively to generate emergency action plans and similar response protocols.

(B) Utility Emergency Work. In the event of Utility Emergency, the Company and its agents may enter the Streets and Other City Property without advanced notice to the City as long as such entry is for the sole purpose of addressing the Utility Emergency. Provided, however, that if such entry would require the issuance of a permit, the Company will promptly notify the City Designee (verbally and in writing), and such notice will include pertinent information on where, how and when the Company intends to address the emergency prior to its entry or as soon as reasonably practical thereafter. Upon notification pursuant to this subsection, the City Designee will acknowledge the Utility Emergency and immediately authorize in writing, subject to the Company obtaining permits for the work after resolution of the emergency as described below, the Company to undertake such action as may be required, in the Company's discretion, to address the emergency, including but not limited to traffic control, excavation, and street cutting. The Company will commence and complete the work necessary to resolve the emergency and remove all equipment from the Streets and Other City Property as soon as possible. After the emergency has been resolved, the Company will promptly obtain any and all required permits, complete restoration, and allow inspection in accordance with this Franchise. City contracts for purposes of this paragraph:

- (1) City Designee – City Manager: (303) 438-6300 and *manager@broomfield.org*;
- (2) Public Works: (303) 901-1688 or *Publicworks@broomfield.org*, and
- (3) Water Utilities: (720) 665-6193 or *WaterUtilities@broomfield.org* (if the emergency involves Broomfield utilities)

(C) Company Emergency Contacts. In addition to contacting the Company Designee, in the event of an emergency the City should contact:

- (1) Electric Emergency: 800-895-1999

- (2) Gas Emergency: 800-895-2999

ARTICLE 6

SUPPLY, CONSTRUCTION AND DESIGN

Section 6.1 Purpose. The Company acknowledges the critical nature of the municipal services performed or provided by the City to the Residents that require the Company to provide prompt and reliable Utility Service and the performance of related services for City facilities. The City and the Company wish to provide for certain terms and conditions under which the Company will provide Utility Service and perform related services for the City in order to facilitate and enhance the operation of City facilities. They also wish to provide for other processes and procedures related to the provision of Utility Service to the City.

Section 6.2 Supply. Subject to the jurisdiction of the PUC, the Company shall take all reasonable and necessary steps to provide a sufficient supply of gas and electricity to Residents at rates approved by the PUC.

Section 6.3 Service to City Facilities.

(A) Charges to the City. No charges to the City by the Company for Utility Service (other than gas transportation which shall be subject to negotiated contracts) shall exceed the lowest charge for similar service or supplies provided by the Company to any other similarly situated customer of the Company. The parties acknowledge the jurisdiction of the PUC over the Company's regulated intrastate electric and gas rates. All charges to the City shall be in accord with the Tariffs.

(B) Tariffs. When the City is receiving or requesting Utility Service from the Company, the City, as the customer of the Company, will comply with the terms, conditions, and requirements of the Tariffs, and all charges to the City shall be in accordance with the Tariffs.

Section 6.4 Restoration of Service.

(A) Notification. The Company shall provide to the City daytime and nighttime telephone numbers of a Company Designee from whom the City may obtain status information from the Company on a twenty-four (24) hour basis concerning interruptions of Utility Service in any part of the City.

(B) Restoration. In the event the Company's gas system or electric system within the City, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore such system to satisfactory service within the shortest practicable period of time, or provide a reasonable alternative to such system if the Company elects not to restore such system.

Section 6.5 Obligations Regarding Company Facilities.

(A) Company Facilities. All Company Facilities within City Streets, Public Utility Easements and Other City Property shall be maintained in good repair and condition.

(B) Company Work within the City. All work within City Streets and Other City Property performed or caused to be performed by the Company shall be performed:

- (1) In a high-quality manner in accordance with Industry Standards;
- (2) in a timely and expeditious manner;
- (3) in a manner that reasonably minimizes inconvenience to the public;
- (4) in a cost-effective manner, which may include the use of qualified contractors;
and
- (5) in accordance with all applicable laws, ordinances and regulations that are consistent with Industry Standards, subject to the requirements of Section 3.3, and the Tariffs.

(C) No Interference with City Facilities. Company Facilities shall not unreasonably interfere with any City facilities, including water facilities, sanitary or storm sewer facilities, communications facilities, or other City uses of the Streets or Other City Property. Company Facilities shall be installed and maintained in City Streets and Other City Property so as to reasonably minimize interference with other property, trees, and other improvements and natural features in and adjoining the Streets and Other City Property in light of the Company's obligation under Colorado law to provide safe and reliable utility facilities and services.

(D) Permit and Inspection. The installation, renovation, and replacement of any Company Facilities in the City Streets or Other City Property by or on behalf of the Company shall be subject to permit, inspection and approval by the City in accordance with applicable City laws. Such permitting, inspection and approval may include, but shall not be limited to, the following matters: location of Company Facilities, cutting and pruning of trees and shrubs and disturbance of pavement, sidewalks and surfaces of City Streets or Other City Property; provided, however, the Company shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures. The Company agrees to cooperate with the City in conducting inspections and shall promptly perform any remedial action lawfully required by the City pursuant to any such inspection and applicable laws that is consistent with Industry Standards, subject to the requirements of Section 3.3.

(E) Compliance. Subject to the provisions of Section 3.3 above, the Company and all of its contractors shall comply with the requirements of applicable municipal laws, ordinances, regulations, permits, and standards lawfully adopted that are consistent with Industry Standards, including but not limited to requirements of all building and zoning

codes, use of public right-of-way ordinances and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall use commercially reasonable efforts to require that its contractors working in City Streets and Other City Property hold the necessary licenses and permits required by law.

(F) Increase in Voltage. The Company shall reimburse the City for the cost of upgrading the electrical system or facility of any City building or facility that uses Utility Service where such upgrading is solely caused or occasioned by the Company's decision to increase the voltage of delivered electrical energy. This provision shall not apply to voltage increases required by law, including but not limited to a final order of the PUC, or voltage increases requested by the City.

Section 6.6 As-Built Drawings; Mapping.

(A) Within thirty (30) days after written request of the City Designee, but no sooner than fourteen (14) days after project completion, the Company shall commence its internal process to permit the Company to provide, on a project-by-project basis, As-Built Drawings of any Company Facility installed within the City Streets. The Company shall provide the requested As-Built Drawings no later than forty-five (45) days after it commences its internal process. The Company shall not be required to create drawings or data that do not exist at the time of the request.

(B) Upon written request, the Company shall provide the City with maps or schematics indicating the location of specific Company Facilities (subject to City executing a confidentiality agreement as required by Company policy), including gas or electric lines, located within the Streets or Other City Property, to the extent those maps or schematics are in existence at the time of the request and related to an ongoing project within the City. The Company does not represent or warrant the accuracy of any such maps or schematics.

(C) Any As-Built Drawings, mapping, or other information concerning the location of Company Facilities provided by the Company shall be used by the City solely for management of the Streets or Other City Property.

(D) Notwithstanding anything to the contrary herein, nothing in this Franchise is intended to relieve either party of its respective obligations arising under Colorado's One Call Legislation (C.R.S. § 9-1.5-101, *et seq.*), as the same may be amended, with respect to determining the location of utility facilities.

Section 6.7 Excavation and Construction. Subject to Section 3.3 and Section 4.2(F), the Company shall be responsible for obtaining, paying for, and complying with all applicable permits, in the manner required by the laws, ordinances, and regulations of the City. Upon the Company submitting a construction design plan, the City shall promptly and fully advise the Company in writing of all requirements for the restoration of City Streets in advance of Company excavation projects in City Streets, based upon the design submitted, if the City's restoration requirements are not addressed in publicly available standards.

Section 6.8 Restoration.

(A) Subject to the provisions of Section 6.5(D), when the Company does any work in or affecting the City Streets or Other City Property, it shall, at no expense to the City, promptly remove any obstructions placed thereon or therein by the Company and restore the affected surface of such City Streets or Other City Property to a condition that is substantially the same as existed before the work, in accordance with applicable City standards.

(B) If weather or other conditions do not permit the complete restoration required by Section 6.8(A), the Company may with the approval of the City, temporarily restore the affected City Streets or Other City Property, provided that such temporary restoration is not at the City's expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(C) Upon the request of the City, the Company shall restore the Streets or Other City Property to a better condition than existed before the Company work was undertaken, provided that the City shall be responsible for any incremental costs of such restoration not required by then-current City standards, and provided the City seeks and/or grants, as applicable, any additional required approvals.

(D) If the Company fails to promptly restore the City Streets or Other City Property as required by this Section 6.8, and if, in the reasonable discretion of the City, immediate action is required for the protection of public health, safety or welfare, the City may restore such Streets or Other City Property or remove the obstruction therefrom; provided however, City actions do not interfere with Company Facilities. The Company shall be responsible for the actual cost incurred by the City to restore such City Streets or Other City Property or to remove any obstructions therefrom. In the course of its restoration of City Streets or Other City Property under this Section 6.8, the City shall not perform work on Company Facilities unless specifically authorized by the Company in writing on a project-by-project basis and subject to the terms and conditions agreed to in such authorization.

Section 6.9 Relocation of Company Facilities.

(A) Relocation Obligation. The Company shall Relocate any Company Facility in City Streets or in Other City Property, including those within a Public Utility Easement which is located in City Streets or Other City Property, at no cost or expense to the City whenever such Relocation is necessary for the completion of any Public Project. In the case of Relocation that is necessary for the completion of any Public Project in a Public Utility Easement that is not in a Street or Other City Property, the Company shall not be responsible for any Relocation costs. For all Relocations:

- (1) the Company and the City agree to cooperate on the location and Relocation of the Company Facilities in the City Streets or Other City Property in order to achieve Relocation in the most efficient and cost-effective manner possible;
- (2) the City will provide, at its expense, adequate space in the Streets or Other City Property for the Company to Relocate the Company Facilities. If such space is unavailable, the Company will not be responsible for procuring real estate interests on private property for the Company Facilities; and
- (3) subject to Section 6.9(H) below, the Company shall Relocate overhead Company Facilities overhead, and underground Company Facilities underground.

Notwithstanding the foregoing, once the Company has completed a Relocation of any Company Facility at the City's direction, if the City requests a Relocation of the same Company Facility within two (2) years, the subsequent Relocation shall not be at the Company's expense. Nothing provided herein shall prevent the Company from recovering its Relocation costs and expenses from third-parties.

(B) Private Projects. The Company shall not be responsible for the expenses of any Relocation required by Private Projects, and the Company has the right to require the payment of estimated Relocation expenses from the party causing, or responsible for, the Relocation before undertaking the Relocation.

(C) Project Management. Relocations for Public Projects may only be requested by the City. The City Designee will designate a specific project manager of such projects and the Company will only take direction related to the Relocation and project coordination from the City Designee's designee.

(D) Relocation Request. Prior to the anticipated start of construction for any Public Project, the City shall advise the Company in writing when a Relocation, as set forth in Section 6.8(A) of this Franchise, is required (each a "Relocation Request") by submitting the Relocation Request to the Company's Builder's Call Line¹. The City's Relocation Request shall be accompanied by (i) the Supporting Documentation, which will include, at a minimum: the plan and profile for the Public Project and the City's proposed corridor where the Company's Facilities should be Relocated within or directly adjacent to the Public Project boundaries (*e.g.* the proposed corridor is not in conflict with the Public Project, existing utilities, or utilities to be relocated as part of the Public Project), base mapping, conceptual design drawings, site plan, lot lines, the final grade/elevation for the Public Project, and any and all design documents in the City's possession at the time of submission of the Relocation Request; and (ii) the City's targeted in service date (*e.g.* the date by which the Company's Relocation should be completed).

¹ Online at: https://my.xcelenergy.com/BuildingRemodeling/B_R_Login. The website address may be updated by the Company from time to time.

- (1) Within twenty (20) days of receipt of the Relocation Request the Company will notify the City in writing if the information contained in the request is sufficient to provide a sketch as described in Section 6.9(E) below and design and complete the Relocation or if additional information is required.
- (2) If the Relocation Request is incomplete or the Company needs additional information, the Company shall identify to the City what additional information is required to design and construct the Relocation, and the City shall promptly provide the additional information reasonably requested so that the Company can complete the design for the Relocation. The Company shall notify the City within twenty (20) days of receipt of such additional information if the Company has the information required to design and construct the Relocation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or substantially change its plans regarding the Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.
- (3) The City and the Company agree to meet, upon the request of either party, after receipt of the Relocation Request through completion of the Relocation as needed to facilitate their respective projects.

(E) Relocation Performance.

- (1) The Company shall, within ninety (90) days following written confirmation by the Company that the Relocation Request includes sufficient information to design the Relocation, provide a sketch with the start and end points of the Relocation, the design specifications and standards (e.g. required utility clearances), and the design for the Relocation to the City for its review and approval. City's review and approval will include the City's incorporation of the running line where the Company's Facilities should be Relocated within the City's plan or plan and profile for the Public Project. The City shall provide the Company with the City's updated plan or plan and profile (as applicable) showing the running line for the Company's Facilities and the Company shall have ten (10) days following receipt thereof to review and provide comments, if any, to the City, and the Parties shall attempt to resolve, to the extent possible, any comments during such 10-day period. If no comments are provided by the Company or following resolution by the Parties of any comments submitted, the City shall submit the final updated plan or plan and profile to the City's Engineering Department for formal approval by the City.
- (2) Once the Relocation design is approved by the City, the Company will perform the Relocation on or before the City's targeted in service date identified in the Relocation Request, but in no event will the Company have less than one hundred twenty (120) days from the date the City approves the Company's design, issues the permits required to complete the Relocation, and indicates

that the project location is available to the Company (*i.e.* neither the City nor the City's contractors are actively working on site in the location of the Company's work) to complete the Relocation. Once the Company commences construction of the Relocation it will diligently pursue construction of the Relocation project until completion.

- (3) The Company shall receive an extension of time to complete a Relocation where the Company's performance was delayed due to a Force Majeure Event. The Company has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold or condition any such extension.

(F) Completion. Each such Relocation shall be complete only when the Company actually Relocates the Company Facilities, restores the Relocation site in accordance with Section 6.8 of this Franchise or as otherwise agreed with the City, and removes from or properly abandons on site all unused Company Facilities, equipment, material and other impediments consistent with any permit issued by the City for such Relocation. If requested by the City and coordinated by the parties, the Company will remove unused underground Company Facilities at the time such facilities are accessible due to scheduled excavation. Nothing herein shall require the Company to design or complete a project using open trenching. "Unused" for the purposes of this Franchise shall mean the Company is no longer using the Company Facilities in question and has no plans to use the Company Facilities in the foreseeable future.

(G) Scope of Obligation. Notwithstanding anything to the contrary in this Franchise, the Company shall not be required to Relocate any Company Facilities from property (i) owned by the Company in fee; or (ii) in which the Company has a property right, grant or interest, including without limitation an easement but excluding Public Utility Easements, which are addressed in Section 6.9(A). The Company will not be required to Relocate Company Facilities in the floodplain contrary to applicable law or Industry Standards.

(H) Underground Relocation of Overhead Company Facilities. If the City would like overhead Company Facilities undergrounded or if conditions exist or the location selected by the City make overhead Relocation unfeasible, the Company will underground the existing overhead Company Facilities and treat such Relocation as a request to underground under Article 12. The difference, if any, between the costs of the overhead and underground Relocation shall be charged to the Underground Program; if the City does not have the budget available in the Undergrounding Program to cover such costs, the Company will charge the City and City will be responsible for the costs.

(I) Coordination.

- (1) When requested in writing by the City or the Company, representatives of the City and the Company shall meet to share information regarding anticipated projects which will require Relocation of Company Facilities in City Streets

and Other City Property. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any reasonable timetable established by the City for any Public Project.

- (2) The City shall make reasonable best efforts to provide the Company with two (2) years advance notice of any planned Street repaving. The Company shall make reasonable best efforts to complete any necessary or anticipated repairs or upgrades to Company Facilities that are located underneath the Streets within the two-year period if practicable.

(J) Proposed Alternatives or Modifications. Upon receipt of written notice of a required Relocation, the Company may propose an alternative to or modification of the Public Project requiring the Relocation in an effort to mitigate or avoid the impact of the required Relocation of Company Facilities. The City shall in good faith review the proposed alternative or modification. The acceptance of the proposed alternative or modification shall be at the discretion of the City. In the event the City accepts the proposed alternative or modification, the Company agrees to promptly compensate the City for all additional costs, expenses or delay that the City reasonably determines resulted from the implementation of the proposed alternative.

Section 6.10 City Not Required to Advance Funds. Upon receipt of the City's authorization for billing and construction, the Company shall install Company Facilities to provide Utility Service to the City as a customer, without requiring the City to advance funds prior to construction. The City shall pay for the installation of Company Facilities once completed in accordance with the Tariffs. Notwithstanding anything to the contrary, the provisions of this Section to allow the City to not advance funds prior to construction shall apply unless prohibited by PUC rules or the Tariffs. The parties agree that as of the date of execution of this Agreement, Company Electric Tariff Sheets R175 and R212 and Gas Tariff Sheets R39 and R72 governs the terms of installation of Company Facilities for the City and allows installation of Company Facilities without the City advancing funds prior to construction.

ARTICLE 7 CITY BOUNDARIES

Section 7.1 Annexation. Within sixty (60) days of any annexation or contraction of City boundaries the City shall provide the Company with an updated list containing the new or removed street names, known street name aliases, street addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Company Designee. The City understands that the Company is relying upon the City to provide the information described in this paragraph and that a failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. The City acknowledges that if such information is not timely

furnished to the Company any obligation to collect payments for any such expansion or reduction in City boundaries shall be suspended during the period of delay.

Section 7.2 Service to New Areas. If the territorial boundaries of the City are expanded during the term of this Franchise, the Company shall, to the extent permitted by law, extend service to Residents in the expanded area at the earliest practicable time if the expanded area is within the Company's PUC-certificated service territory. Service to the expanded area shall be in accordance with the terms of the Tariffs and this Franchise, including the payment of Franchise Fees.

Section 7.3 Conveyance of City Streets, Public Utility Easements and Other City Property. In the event the City vacates, releases, sells, conveys, transfers or otherwise disposes of any portion of a City Street, or a Public Utility Easement, or Other City Property in which Company Facilities are located, the City shall reserve a public easement in favor of the Company over that portion of the Street, Public Utility Easement or Other City Property in which such Company Facilities are located to allow the Company to use, operate, maintain, change, construct, upgrade, repair, add to, reconstruct, and remove such Company Facilities. The Company and the City shall work together to prepare the necessary legal description to effectuate such reservation. For the purposes of Section 6.8(A) of this Franchise, the land vacated, released, sold, conveyed, transferred or otherwise disposed of by the City shall no longer be deemed to be a Street, or Other City Property from which the City may demand the Company temporarily or permanently Relocate Company Facilities at the Company's expense.

ARTICLE 8 RELIABILITY

Section 8.1 Reliability. The Company shall operate and maintain Company Facilities efficiently and economically, in accordance with Industry Standards, and in accordance with the standards, systems, methods and skills consistent with the provision of adequate, safe and reliable Utility Service.

Section 8.2 Franchise Performance Obligations. The Company recognizes that, as part of its obligations and commitments under this Franchise, the Company shall carry out each of its performance obligations in a timely, expeditious, efficient, economical and workmanlike manner.

Section 8.3 Reliability Reports. The Company shall, when the Company generates the same, provide the City with a report regarding the reliability of Company Facilities and Utility Service.

ARTICLE 9 COMPANY PERFORMANCE OBLIGATIONS

Section 9.1 New or Modified Service Requested by City. The conditions under which the Company shall install new or modified Utility Service to the City as a customer shall be governed by this Franchise and the Company's Tariffs.

Section 9.2 New or Modified Service to City Facilities. In providing new or modified Utility Service to City facilities, the Company agrees to perform as follows:

(A) Performance. The Company shall complete each project requested by the City within a reasonable time. Other than traffic facilities, where the Company's performance obligations are governed by Tariff, the parties agree that a reasonable time shall not exceed one hundred eighty (180) days from the date upon which the City Designee makes a written request and provides the required Supporting Documentation for all Company Facilities other than traffic facilities, including a copy to the Company Designee. Provided that the City provides the Company's designated representative with a copy of the Supporting Documentation, the Company shall notify the City within twenty (20) days of receipt of the request if the Supporting Documentation is sufficient to complete the project. The Company shall be entitled to an extension of time to complete a project where the Company's performance was delayed due to Force Majeure Event. Upon request of the Company, the City Designee may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

(B) City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or substantially change its plans regarding new or modified service to City facilities shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

(C) Completion/Restoration. Each such project shall be complete only when the Company actually provides the service installation or modification required, restores the project site in accordance with the terms of this Franchise or as otherwise agreed with the City and properly removes from or abandons on site any unused Company Facilities, equipment, material and other impediments. "Unused" for the purposes of this Franchise shall mean the Company is no longer using the Company Facilities in question and has no plans to use the Company Facilities in the foreseeable future. If requested by the City and coordinated by the parties, the Company will remove unused underground Company Facilities at the time such facilities are accessible due to scheduled excavation. Nothing herein shall require the Company to design or complete a project using open trenching.

Section 9.3 Adjustments to Company Facilities. The Company shall perform adjustments to Company Facilities that are consistent with Industry Standards, subject to the requirements of Section 3.3, including manhole rings and other appurtenances in Streets and Other City Property, to accommodate City Street maintenance, repair and paving operations at no cost to the City. In providing such adjustments to Company Facilities, the Company agrees to perform as follows:

(A) Performance. The Company shall complete each requested adjustment within a reasonable time, not to exceed thirty (30) days from the date upon which the City makes a written request and provides to the Company all information reasonably necessary to perform the adjustment. The Company shall be entitled to an extension of time to complete an adjustment where the Company's performance was delayed due to a Force Majeure

Event. Upon request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

(B) Completion/Restoration. Each such adjustment shall be complete only when the Company actually adjusts and, if required, readjusts, Company Facilities to accommodate City operations in accordance with City instructions following City paving operations.

(C) Coordination. As requested by the City or the Company, representatives of the City and the Company shall meet regarding anticipated Street maintenance operations which will require such adjustments to Company Facilities in Streets or Other City Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

Section 9.4 Third Party Damage Recovery.

(A) Damage to Company Facilities. If any individual or entity damages any Company Facilities, to the extent permitted by law the City will notify the Company of any such incident of which it has knowledge and will provide to the Company within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(B) Damage to Company Facilities for which the City is Responsible. If any individual or entity damages any Company Facilities for which the City is obligated to reimburse the Company for the cost of the repair or replacement, to the extent permitted by law, the Company will notify the City of any such incident of which it has knowledge and will provide to the City within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(C) Meeting. The Company and the City agree to meet periodically upon written request of either party for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third-parties for damaging Company Facilities.

ARTICLE 10 BILLING AND PAYMENT

Section 10.1 Billing for Utility Services.

(A) Monthly Billing. Unless otherwise provided in the Tariffs, the rules and regulations of the PUC, or the Public Utility Law, the Company shall render bills monthly to the offices of the City for Utility Service and other related services for which the Company is entitled to payment.

(B) Address for Billing. Billings for service rendered during the preceding month shall be sent to the person(s) designated by the City and payment for same shall be made as prescribed in this Franchise and the applicable Tariffs.

(C) Supporting Documents. To the extent requested by the City, the Company shall provide all billings and any underlying supporting documentation reasonably requested by the City in an editable and manipulatable electronic format that is acceptable to the Company and the City.

(D) Annual Meetings. The Company agrees to meet with the City designee on a reasonable basis at the City's request, but no more frequently than once a year, for the purpose of developing, implementing, reviewing, and/or modifying mutually beneficial and acceptable billing procedures, methods, and formats which may include, without limitation, electronic billing and upgrades or beneficial alternatives to the Company's current most advanced billing technology, for the efficient and cost effective rendering and processing of such billings submitted by the Company to the City.

(E) Payment to City In the event the City determines after written notice to the Company that the Company is liable to the City for payments, costs, expenses or damages of any nature, and subject to the Company's right to challenge such determination, the City may deduct all monies due and owing the City from any other amounts currently due and owing the Company. Upon receipt of such written notice, the Company may request a meeting between the Company's Designee and a designee of the City to discuss such determination. The City agrees to attend such a meeting. As an alternative to such deduction and subject to the Company's right to challenge, the City may bill the Company for such assessment(s), in which case, the Company shall pay each such bill within thirty (30) days of the date of receipt of such bill unless it challenges the validity of the charge. If the Company challenges the City determination of liability, the City shall make such payments to the Company for Utility Service received by City pursuant to the Tariffs until the challenge has been finally resolved.

ARTICLE 11 USE OF COMPANY PROPERTY

Section 11.1 City Use of Company Electric Distribution Poles. The City shall be permitted to make use of Company electric distribution poles in the City, subject to the Tariffs, without a use fee for the placement of City equipment or facilities necessary to serve a legitimate police, fire, emergency, public safety or traffic control purpose. The City shall notify the Company in advance and in writing of its intent to use Company's electric distribution poles, and the nature of such use. The City shall be responsible for all costs incurred by the Company associated with such use by the City, including but not limited to reviews, inspections and modifications of Company electric distribution poles to accommodate the City's use of such Company electric distribution poles and for any electricity used. The City shall not install any equipment or facilities without the express written consent and approval of the Company. No such use of Company electric distribution poles may occur if it would constitute a safety hazard or would interfere with the Company's use or use by any other authorized entity of Company Facilities. Any such City

use must comply with the Company's policies, specifications, the National Electric Safety Code, Industry Standards and all other applicable laws, rules regulations.

Section 11.2 Third Party Use of Company Electric Distribution Poles. The Company may allow other companies who hold franchises, or who otherwise have obtained consent from the City to use the Streets, Other City Property, and Public Utility Easements, to utilize Company electric distribution poles in City Streets, Other City Property, and Public Utility Easements for the placement of their facilities. Any third party use of the Company's electric distribution poles shall be done in accordance with and subject to (i) the Tariffs, (ii) approval by the Company, and (iii) execution of a pole attachment agreement containing the terms and conditions of attachment, including payment of fees, required by the Company. No such use shall be permitted if it would constitute a safety hazard or would interfere with the Company's use of Company Facilities. The Company shall not be required to permit the use of Company electric distribution poles for the provision of utility service except as otherwise required by law. The City shall be solely responsible for enforcement of its permitting requirements as a result of a third party's use of the Company's electric distribution poles.

Section 11.3 City Use of Company Transmission Rights-of-Way. The Company shall offer to grant to the City use of transmission rights-of-way which it now, or in the future, owns in fee within the City for trails, parks and open space on terms comparable to those offered to other municipalities; provided, however, that the Company shall not be required to make such an offer in any circumstance where such use would constitute a safety hazard or would interfere with the Company's use of the transmission right-of-way. In order to exercise this right, the City must make specific, advance written request to the Company for any such use and must enter such written agreements as the Company may reasonably require.

ARTICLE 12

UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION LINES

Section 12.1 Underground Electrical Lines in New Areas. Upon payment to the Company of the charges provided in the Tariffs or their equivalent, the Company shall place all newly constructed electrical distribution lines in newly developed areas of the City underground in accordance with applicable laws, regulations and orders of the City. Such underground construction shall be consistent with Industry Standards, subject to the requirements of Section 3.3.

Section 12.2 Underground Conversion at Expense of Company.

(A) **Underground Conversion Program.** The Company shall budget and allocate an annual amount, equivalent to one percent (1%) of the preceding year's Electric Gross Revenues, for the purpose of undergrounding its existing overhead electric distribution lines in the City Streets and Other City Property, as may be requested by the City Designee (the "**Underground Program**"), so long as (i) the Company determines, as to the location requested by the City, that there is sufficient space in the Streets or Other City Property to support the undergrounding of Company Facilities; (ii) the project will not require placing ground-mounted equipment in a floodplain/zone; (iii) the underground conversion does not

result in end use customers of the Company incurring any costs related to the conversion; (iv) the City issues all permits required for the Company to complete the work; and (v) the project is otherwise constructable as reasonably determined by the Company.

(B) Unexpended Portion and Advances. Any unexpended portion of the Underground Program shall be carried over to succeeding years and, in addition, upon request by the City, the Company agrees to advance and expend amounts anticipated to be available under the preceding paragraph for up to three (3) years in advance provided there are at least three (3) years remaining before the expiration or termination of this Franchise. Any amounts so advanced shall be credited against amounts to be expended in succeeding years. Any funds left accumulated under any prior franchise shall be carried over to this Franchise. Notwithstanding the foregoing, the City shall have no vested interest in monies allocated to the Underground Program and any monies in the Underground Program not expended at the expiration or termination of this Franchise shall remain the property of the Company. At the expiration or termination of this Franchise, the Company will complete any undergrounding projects for which an Estimate (defined in Section 12.4(B) below) has been approved by the City in accordance with the terms of this Franchise, but will not be required to underground any other overhead electric distribution lines projects pursuant to this Article but may do so in its sole discretion..

(C) System-wide Undergrounding. If, during the term of this Franchise, the Company should receive authority from the PUC to undertake a system-wide program or programs of undergrounding its electric distribution lines system wide, the Company will budget and allocate to the program of undergrounding in the City such amount as may be determined and approved by the PUC, but in no case shall such amount be less than the one percent (1%) of annual Electric Gross Revenues provided above.

Section 12.3 City Requirement to Underground. In addition to the provisions of this Article, the City may require any overhead Company lines in Streets and Other City Property to be moved underground at the City's expense so long as (i) the Company determines, as to the location requested by the City, that there is sufficient space in the Streets and Other City Property to support the undergrounding of Company Facilities and will not require the Company to obtain any additional land use rights; (ii) the project will not require placing ground-mounted equipment in a flood plain/zone; (iii) the underground conversion does not result in end use customers of the Company incurring any costs related to the conversion; (iv) the City issues all permits required for the Company to complete the work; and (v) the project is otherwise constructable as determined by the Company.

Section 12.4 Undergrounding Performance. Upon receipt of a written request from the City, the Company shall underground Company electric distribution lines pursuant to the provisions of this Article 12, in accordance with the procedures set forth in this Section.

(A) Initial Project Evaluation. Upon receipt of an undergrounding request from the City to the Company's Builder's Call Line and the Supporting Documentation, the Company will evaluate the request for compliance with Section 12.2(A) or Section 12.3, whichever is applicable. The Company will notify the City within twenty (20) days of receipt of the

request if the Supporting Documentation is insufficient to prepare the Estimate and design for the project. If the City requests a project pursuant to the Underground Program which does not initially meet the requirements (*e.g.* there is insufficient space within the Streets to complete the project, etc.), but the barrier is resolved by the City (*e.g.* the City acquires additional easement or rights-of-way necessary to support the project, etc.), then once resolved the City may re-request the project for evaluation by the Company.

(B) Estimates. After confirmation by the Company that the project meets the requirements described in subparagraph (A) above, the Company will prepare the design for the undergrounding project. Based upon the Company's design, the Company will prepare a detailed, good faith, cost estimate of the anticipated actual cost of the requested project (the "Estimate").

- (1) The Company will have one hundred and twenty (120) days after confirming the City's written request to design the project meets the criteria to prepare the Estimate and transmit same to the City Designee for review.
- (2) The City will have sixty (60) days from receipt of the design plans and Estimate to review and accept or reject the same. If the City does not approve the design plans and Estimate within said sixty (60) day period, the Company's Estimate will be void and the project will be deemed canceled by the Company. If a project is canceled in accordance with this paragraph but the City still wants to move forward with the project, the City will transmit a new undergrounding request to the Company.
- (3) If the design and Estimate are acceptable, the City will deliver written acceptance and project authorization. The Company will not proceed with any requested project until the City has provided a written acceptance of the Company's Estimate and project authorization. The City and the Company agree to meet upon the request of either party during the period when the Company is preparing the Estimate to discuss all aspects of the project toward the goal of enabling the Company to prepare an accurate Estimate; such discussion will automatically trigger an extension of the time described in subparagraph (1).

(C) Performance. The Company shall complete each undergrounding project requested by the City within a reasonable time considering the size and scope of each project, not to exceed two hundred forty (240) days from the date the City approves the design, accepts the Estimate, and authorizes the project, and the site is ready for the Company to commence construction.

- (1) The Company shall be entitled to an extension of time to complete each undergrounding project where the Company's performance was delayed due to a Force Majeure Event.

- (2) Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding an undergrounding project will be deemed good cause for a reasonable extension of time to complete the undergrounding project under this Franchise

(D) Completion/Restoration. Each such undergrounding project undertaken pursuant to this Article shall be complete only when the Company actually undergrounds the designated Company Facilities and restores the undergrounding site in accordance with Section 6.8 of this Franchise, or as otherwise agreed with the City. When performing underground conversions of overhead lines, the Company shall make reasonable efforts consistent with its contractual obligations to persuade joint users of Company distribution poles to remove their facilities from such poles within the time allowed by this Article.

(E) Report of Actual Costs. Within one hundred twenty (120) days from the written request from the City, upon completion of each undergrounding project undertaken pursuant to this Article, the Company shall submit to the City a detailed report of the Company's actual cost to complete the project and the Company shall reconcile this total actual cost with the accepted cost estimate.

(F) Audit of Underground Projects. The City may require the Company to undertake an independent audit of up to two (2) undergrounding projects in any calendar year. The City shall make any such request in writing within one hundred twenty (120) days of receipt of the report of actual costs, as referenced in Section 12.4(E) of this Franchise Agreement. Such audits shall be limited to projects completed within twelve (12) months prior to the date when the audit is requested. The cost of any such independent audit shall reduce the amount of the Underground Program balance. The Company shall cooperate with any audit and the independent auditor shall prepare and provide to the City and the Company a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the City, only those actual project costs confirmed and verified by the independent auditor as reasonable and necessary to complete the project shall be charged against the Underground Program balance.

Section 12.5 Audit of Underground Program. Upon written request, every three (3) years commencing at the end of the third year of this Franchise, the Company shall cause an independent auditor to investigate and determine the correctness of the charges to the Underground Program. Such audits shall be limited to the previous three (3) calendar years. Audits performed pursuant to this Section shall be limited to charges to the Underground Program and shall not include an audit of individual underground projects. If the City has concerns about any material information contained in the audit, the parties shall meet and make good faith attempts to resolve any outstanding issues. The independent auditor shall provide to the City and the Company a written report containing its findings. The Company shall reconcile the Underground Program balance consistent with the findings contained in the independent auditor's written report. The costs of the audit and investigation shall be charged against the Underground Program balance.

Section 12.6 Cooperation with Other Utilities. When undertaking an undergrounding project the City and the Company shall coordinate with other utilities or companies that have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. The Company will make reasonable efforts consistent with its contractual obligations to persuade joint users of Company distribution poles to remove their facilities from such poles within the time allowed by this Article, but the City shall be ultimately responsible for ensuring third party facilities are removed to allow completion of the undergrounding project. When other utilities or companies are placing their facilities underground, to the extent the Company has received prior written notification, the Company shall cooperate with these utilities and companies and undertake to underground Company facilities as part of the same project where financially, technically and operationally feasible. The Company shall not be required to pay for any costs of undergrounding the facilities of other companies or the City.

Section 12.7 Planning and Coordination of Undergrounding Projects. The City and the Company shall mutually plan in advance the scheduling of undergrounding projects to be undertaken according to this Article as a part of the review and planning for other City and Company construction projects. The City and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The purpose of such meetings shall be to further cooperation between the City and the Company in order to achieve the orderly undergrounding of Company overhead lines. Representatives of both the City and the Company shall meet periodically to review the Company's undergrounding of Company overhead lines and at such meetings shall review:

- (A) Undergrounding, including conversions, Public Projects and replacements that have been accomplished or are underway, together with the Company's plans for additional undergrounding; and
- (B) Public Projects anticipated by the City.

ARTICLE 13 PURCHASE OR CONDEMNATION

Section 13.1 Right and Privilege of City. The right and privilege of the City to construct, own and operate a municipal utility, and to purchase pursuant to a mutually acceptable agreement or condemn any Company Facilities located within the territorial boundaries of the City, and the Company's rights in connection therewith, as set forth in applicable provisions of the constitution, statutes and case law of the State of Colorado relating to the acquisition of public utilities, are expressly recognized. The City shall have the right, within the time frames and in accordance with the procedures set forth in such provisions, to condemn Company Facilities, land, rights-of-way and easements now owned or to be owned by the Company located within the territorial boundaries of the City. In the event of any such condemnation, no value shall be ascribed or given to the right to use City Streets or Other City Property granted under this Franchise in the valuation of the property thus sold.

Section 13.2 Notice of Intent to Purchase or Condemn. The City shall provide the Company no less than one (1) year's prior written notice of its intent to purchase or condemn

Company Facilities. Nothing in this Article 13 shall be deemed or construed to constitute a consent by the Company to the City's purchase or condemnation of Company Facilities, nor a waiver of any Company defenses or challenges related thereto.

ARTICLE 14

MUNICIPALLY PRODUCED UTILITY SERVICE

Section 14.1 Municipally Produced Utility Service.

(A) City Reservation. The City expressly reserves the right to engage in the production of utility service to the extent permitted by law. The Company agrees to negotiate in good faith long term contracts to purchase City-generated power made available for sale, consistent with PUC requirements and other applicable requirements. The Company further agrees to offer transmission and delivery services to the City that are required by judicial, statutory and/or regulatory directive and that are comparable to the services offered to any other customer with similar generation facilities.

(B) Franchise Not to Limit City's or Company's Rights. Nothing in this Franchise prohibits the City from becoming an aggregator of utility service or from selling utility service to customers should it be permissible under law, nor does it affect the Company's rights and obligations pursuant to any Certificate of Public Convenience and Necessity granted by the PUC.

ARTICLE 15

NEXT GENERATION PLANNING

Section 15.1 Equipment and Service Improvements. The Company shall use its best efforts to incorporate, as soon as practicable, technological advances in its equipment and service within the City when such advances are technically and economically feasible and are safe and beneficial to the City and its Residents.

Section 15.2 Utility Technologies. Over the term of this Franchise, the City and the Company expect significant investment and technological advances associated with energy innovation and other advances in providing light, power and heat. At least annually, the City and the Company will discuss planning for capital investment, load growth, and energy innovation in the City and to streamline implementation and execution of projects supporting Utility Service to and the development of the City.

Section 15.3 Environmental Leadership; Community Support.

(A) Company Commitment. The Company has publicly announced its commitment to sustainability in its annual Sustainability Report.² The Company plans to continue to

² Company's Sustainability Report is updated annually and is available as of the Effective Date at the following web address: <https://corporate.my.xcelenergy.com/s/sustainability>.

actively pursue its carbon-free electricity and net-zero emissions goals detailed in its Sustainability Report.

(B) Company Programs. The Company currently offers rebate, energy efficiency and conservation, renewable energy choice, energy assistance (e.g. income-qualified, medical, and affordability), and pilot programs, which support the City's, and individual Resident's, energy, environmental sustainability and conservation goals. The Company agrees to continue to help the City and its Residents to participate in available Company programs. To facilitate participation by the City and its Residents in Company programs, the Company shall meet with the City, at least annually, to discuss current Company offerings, and shall make information on such Company programs publicly available to Residents (e.g. advertisements, bill inserts, Company's website, etc.). Notwithstanding the foregoing, to the extent that any Company assistance is needed to support participation in programs that are solely for the benefit of Company customers located within the City, the Company retains the sole discretion as to whether to incur such costs.

(C) Sustainability Committee. To the extent the City has a sustainability committee, it shall provide the Company an opportunity to have a Company representative appear before such committee. Any Company representative may participate in regular committee meetings as an invited guest for the purpose of providing information on Company programs and offerings and will be a meaningful participant as it relates to Company programs and offerings.

Section 15.4 PUC Approval. Nothing in this Article shall be deemed to require the Company to invest in technologies or to incur costs without PUC approval, when such approval is required.

ARTICLE 16 TRANSFER OF FRANCHISE

Section 16.1 Consent of City Required. The Company shall not transfer or assign any rights under this Franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, unless the City approves such transfer or assignment in writing. The City's approval of the transfer or assignment shall not be unreasonably withheld, conditioned or delayed.

Section 16.2 Transfer Fee. In order that the City may share in the value this Franchise adds to the Company's operations, any transfer or assignment of rights granted under this Franchise requiring City approval, as set forth herein, shall be subject to the condition that the Company shall promptly pay to the City a transfer fee in an amount equal to the proportion of the City's then-population provided Utility Service by the Company to the then-population of the City and County of Denver provided Utility Service by the Company multiplied by one million dollars (\$1,000,000.00). Except as otherwise required by law, such transfer fee shall not be recovered from a surcharge placed only on the rates of Residents.

ARTICLE 17 CONTINUATION OF UTILITY SERVICE

Section 17.1 Continuation of Utility Service. In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the City has not provided for alternative utility service, the Company shall have no obligation to remove any Company Facilities from Streets, Public Utility Easements or Other City Property or discontinue providing Utility Service unless otherwise ordered by the PUC, and shall continue to provide Utility Service within the City until the City arranges for utility service from another provider. The City acknowledges and agrees that the Company has the right to use Streets, Other City Property and Public Utility Easements during any such period. The Company further agrees that it will not withhold any temporary Utility Services necessary to protect the public.

Section 17.2 Compensation. The City agrees that in the circumstances of this Article 17, the Company shall be entitled to monetary compensation as provided in the Tariffs and the Company shall be entitled to collect from Residents and, upon the City's compliance with applicable provisions of law, shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a Franchise Fee as consideration for use of the City's Streets and Other City Property. Only upon receipt of written notice from the City stating that the City has adequate alternative utility service for Residents and upon order of the PUC shall the Company be allowed to discontinue the provision of Utility Service to the City and its Residents.

ARTICLE 18 INDEMNIFICATION AND IMMUNITY

Section 18.1 City Held Harmless. The Company shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or directly arising from the grant of this Franchise, the exercise by the Company of the related rights, but in both instances only to the extent caused by the Company, and shall pay the costs of defense plus reasonable attorneys' fees. The City shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and, (b) unless in the City's judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to the City. If such defense is assumed by the Company, the Company shall not be subject to liability for any settlement made without its consent. If such defense is not assumed by the Company or if the City determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or intentional act or failure to act of the City or any of its officers, agents or employees or to the extent that the City is acting in its capacity as a customer of record of the Company.

Section 18.2 Governmental Immunity Act. Nothing in this Article 18 or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses,

immunities and limitations the City may have under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, *et. seq.*) or of any other defenses, immunities, or limitations of liability available to the City by law.

ARTICLE 19 BREACH

Section 19.1 Breach.

(A) Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the “**Breaching Party**”) to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a “**Breach**”), the other party (the “**Non-Breaching Party**”) may provide written notice to the Breaching Party of such Breach. Upon receipt of such notice, the Breaching Party shall be given a reasonable time, not to exceed thirty (30) days, in which to remedy the Breach or, if such Breach cannot be remedied in thirty (30) days, such additional time as reasonably needed to remedy the Breach, but not exceeding an additional thirty (30) day period, or such other time as the parties may agree. If the Breaching Party does not remedy the Breach within the time allowed in the notice, the Non-Breaching Party may exercise the following remedies for such Breach:

- (1) specific performance of the applicable term or condition to the extent allowed by law; and
- (2) recovery of actual damages from the date of such Breach incurred by the Non-Breaching Party in connection with the Breach, but excluding any special, punitive or consequential damages.

(B) Termination of Franchise by City. In addition to the foregoing remedies, if the Company fails or refuses to perform any material term or condition of this Franchise (a “**Material Breach**”), the City may provide written notice to the Company of such Material Breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to exceed sixty (60) days in which to remedy the Material Breach or, if such Material Breach cannot be remedied in sixty (60) days, such additional time as reasonably needed to remedy the Material Breach, but not exceeding an additional sixty (60) day period, or such other time as the parties may agree. If the Company does not remedy the Material Breach within the time allowed in the notice, the City may, in its sole discretion, terminate this Franchise. This remedy shall be in addition to the City’s right to exercise any of the remedies provided for elsewhere in this Franchise. In the event of the termination of this Franchise by the City pursuant to this Section 20.1(B), the Company shall continue to provide Utility Service to the City and its Residents in accordance with Article 17 above.

Section 19.2 Company Shall Not Terminate Franchise. In no event does the Company have the right to terminate this Franchise.

Section 19.3 No Limitation. Except as provided herein, nothing in this Franchise shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged Breach of this Franchise.

Section 19.4 Further Assurances. The City and the Company agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed.

ARTICLE 20 AMENDMENTS

Section 20.1 Proposed Amendments. At any time during the term of this Franchise, the City or the Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing contained in this Section shall be deemed to require either party to consent to any amendment proposed by the other party.

Section 20.2 Effective Amendments. No alterations, amendments or modifications to this Franchise shall be valid unless executed in writing by the parties, which alterations, amendments or modifications shall be adopted with the same formality used in adopting this Franchise, to the extent required by law. Neither this Franchise, nor any term herein, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. Any amendment of the Franchise shall become effective only upon the approval of the PUC, if such PUC approval is required.

Section 20.3 Coordination. The City and Company acknowledge that separate side letter agreements or agreements of understanding may, from time to time, be desired to address matters outside the scope of this Franchise, to more effectively implement the intentions of this Franchise, or to document coordination between the parties for discrete projects. Such side letter agreements or agreements of understanding may be implemented by mutual written agreement of the parties through their designated representatives but shall not be considered amendments of this Franchise.

ARTICLE 21 EQUAL OPPORTUNITY

Section 21.1 Economic Development. The Company is committed to the principle of stimulating, cultivating and strengthening the participation and representation of persons of color, women, veterans and members of other under-represented groups within the Company and in the local business community. The Company believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. The Company is committed also to the principle that the success and economic well-being of the Company is closely tied to the economic strength and vitality of the diverse communities and people it serves. The Company believes that contributing to the development of a viable and sustainable economic base among all Company customers is in the best interests of the Company and its shareholders.

Section 21.2 Employment.

(A) Programs. The Company is committed to undertaking programs that identify, consider and develop persons of color, women, veterans and members of other under-represented groups for positions at all skill and management levels within the Company.

(B) Businesses. The Company recognizes that the City and the business community in the City, including women, veteran and minority owned businesses, provide a valuable resource in assisting the Company to develop programs to promote persons of color, women and members of under-represented communities into management positions, and agrees to keep the City regularly advised of the Company's progress by providing the City a copy of the Company's annual affirmative action report upon the City's written request.

(C) Recruitment. In order to enhance the diversity of the employees of the Company, the Company is committed to recruiting diverse employees by strategies such as partnering with colleges, universities and technical schools with diverse student populations, utilizing diversity-specific media to advertise employment opportunities, internships, and engaging recruiting firms with diversity-specific expertise.

(D) Advancement. The Company is committed to developing a world-class workforce through the advancement of its employees, including persons of color, women, veterans and members of under-represented groups. In order to enhance opportunities for advancement, the Company will offer training and development opportunities for its employees. Such programs may include mentoring programs, training programs, classroom training and leadership programs.

(E) Non-Discrimination. The Company is committed to a workplace free of discrimination based on race, color, religion, national origin, gender, gender identity, gender expression, age, military status, sexual orientation, marital status, or physical or mental disability or any other protected status in accordance with all federal, state or local laws. The Company shall not, solely because of race, creed, color, religion, gender, sexual orientation, marital status, age, military status, national origin, ancestry, or physical or mental disability, refuse to hire, discharge, promote, demote or discriminate in matters of compensation, against any person otherwise qualified.

(F) Board of Directors. The Company shall identify and consider women, persons of color, veterans and other under-represented groups to recommend for its Board of Directors, consistent with the responsibility of boards to represent the interests of the Shareholders, customers and employees of the Company.

Section 21.3 Contracting.

(A) Contracts. It is the Company's policy to make available to minority, veteran and women owned business enterprises and other small and/or disadvantaged business enterprises the maximum practical opportunity to compete with other service providers, contractors, vendors and suppliers in the marketplace. The Company is committed to

increasing the proportion of Company contracts awarded to minority, veteran and women owned business enterprises and other small and/or disadvantaged business enterprises for services, construction, equipment and supplies to the maximum extent consistent with the efficient and economical operation of the Company.

(B) **Community Outreach.** The Company agrees to maintain and continuously develop contracting and community outreach programs calculated to enhance opportunity and increase the participation of minority, veteran and women owned business enterprises and other small and/or disadvantaged business enterprises to encourage economic vitality. The Company agrees to keep the City regularly advised of the Company's programs.

(C) **Community Development.** The Company shall maintain and support partnerships with local chambers of commerce and business organizations, including those representing predominately minority owned, women owned, veteran owned and disadvantaged businesses, to preserve and strengthen open communication channels and enhance opportunities for minority owned, women owned, veteran owned and disadvantaged businesses to contract with the Company.

Section 21.2 Coordination. City agencies provide collaborative leadership and mutual opportunities or programs relating to City based initiatives on economic development, employment and contracting opportunity. The Company agrees to review Company programs and mutual opportunities responsive to this Article with these agencies, upon their request, and to collaborate on best practices regarding such programs and coordinate and cooperate with the agencies in program implementation.

ARTICLE 22 MISCELLANEOUS

Section 22.1 Change of Tariffs. The Company reserves the right to seek a change in its Tariffs, including but not limited to the rates, charges, terms, and conditions of providing Utility Service to the City and its Residents, and the City retains all rights that it may have to intervene and participate in any such proceedings.

Section 22.2 No Waiver. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

Section 22.3 Successors and Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article 16 of this Franchise. Upon a transfer or assignment pursuant to Article 16, the Company shall be relieved from all liability from and after the date of such transfer, except as otherwise provided in the conditions imposed by the City in authorizing the transfer or assignment and under state and federal law.

Section 22.4 Third Parties. Nothing contained in this Franchise shall be construed to provide rights to third parties.

Section 22.5 Notice. Both parties shall designate from time to time in writing representatives for the Company and the City who will be the persons to whom notices shall be sent regarding any action to be taken under this Franchise. Notice shall be in writing and forwarded by certified mail, reputable overnight courier or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Notice shall be deemed received (a) three (3) days after being mailed via the U.S. Postal Service, (b) one (1) business day after mailed if via reputable overnight courier, or (c) upon hand delivery if delivered by courier. Until any such change shall hereafter be made, notices shall be sent as follows:

To the City:	City and County Manager City and County of Broomfield One DesCombes Dr. Broomfield, Colorado 80020
With a copy to:	City and County Attorney City and County of Broomfield One DesCombes Drive Broomfield, CO 80020
To the Company:	Director, Community Relations Public Service Company of Colorado P.O. Box 840 Denver, Colorado 80201
With a copy to:	Legal Department Public Service Company of Colorado P.O. Box 840 Denver, Colorado 80201
and	Area Manager Public Service Company of Colorado P.O. Box 840 Denver, Colorado 80201

Any request involving any audit specifically allowed under this Franchise shall also be sent to:

Audit Services
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

Section 22.6 Examination of Records. The parties agree that any duly authorized representative of the City and the Company shall have access to and the right to examine any directly pertinent non-confidential books, documents, papers, and records of the other party involving any activities related to this Franchise. All such records must be kept for a minimum of the lesser of three (3) years or the time period permitted by a party's record retention policy. To the extent that either party believes in good faith that it is necessary in order to monitor compliance with the terms of this Franchise to examine confidential books, documents, papers, and records of the other party, the parties agree to meet and discuss providing confidential materials, including without limitation providing such materials subject to a reasonable confidentiality agreement that effectively protects the confidentiality of such materials and complies with PUC rules and regulations.

Section 22.7 Confidential or Proprietary Information; CORA.

(A) **Securing Information.** With respect to any information requested by the City which the Company identifies as "Confidential" or "Proprietary":

- (1) The City will maintain the confidentiality of the information by keeping it under seal and segregated from information and documents that are available to the public;
- (2) The information will be used solely for the purposes stated in the City's request;
- (3) The information shall only be made available to City employees and consultants with a business reason to receive such information, and who have been advised by the City of the requirements of this Franchise; and
- (4) The information shall be held by the City for such time as is reasonably necessary for the City to address the Franchise issue(s) that generated the request and shall be returned to the Company when the City has concluded its use of the information. The parties agree that in most cases, the information should be returned within one hundred twenty (120) days. However, in the event that the information is needed in connection with any action that requires more time, including, but not necessarily limited to litigation, administrative proceedings and/or other disputes, the City may maintain the information until such issues are fully and finally concluded.

If information requested by the City from the Company must be limited or cannot be provided pursuant to regulatory requirements or Company data privacy policies, the Company shall promptly notify the City of such restrictions.

(A) **As-Built Drawings Confidential.** As-Built Drawings provided by the Company will be marked as "Confidential". The City acknowledges that As-Built Drawings are confidential information of the Company and the Company asserts that disclosure to members of the public would be contrary to the public interest. The City shall deny the

right of inspection of the Company's confidential information as set forth in C.R.S. §§ 24-72-204(2)(a)(VIII)(A) and (3)(a)(IV), as may be amended from time to time.

(B) **CORA Requests.** If a CORA request is made by any third-party for confidential or proprietary information that the Company has provided to the City pursuant to this Franchise, the City will promptly notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the City. In no circumstance shall the City provide to any third-party confidential information provided by the Company pursuant to this Franchise without first conferring with the Company. Provided that the City complies with the terms of this Section, the Company shall defend, indemnify and hold the City harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding.

Section 22.8 Information Not Provided. Unless otherwise agreed between the parties, the following information shall not be provided by the Company: confidential employment matters, specific information regarding any of the Company's customers, information related to the compromise and settlement of disputed claims including but not limited to PUC dockets, information provided to the Company which is declared by the provider to be confidential and which would be considered confidential to the provider under applicable law.

Section 22.9 Payment of Taxes and Fees.

(A) **Impositions.** Except as otherwise provided herein, the Company shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Franchise ("**Impositions**"), provided that the Company shall have the right to contest any such Impositions and shall not be in breach of this Section so long as it is actively contesting such Impositions.

(B) **City Liability.** The City shall not be liable for the payment of late charges, interest or penalties of any nature other than pursuant to applicable Tariffs.

Section 22.10 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Company further agrees not to hire or contract for services any official, officer or employee of the City to the extent prohibited by law, including ordinances and regulations of the City.

Section 22.11 Certificate of Public Convenience and Necessity. The City agrees to support the Company's application to the PUC to obtain a Certificate of Public Convenience and Necessity to exercise its rights and obligations under this Franchise.

Section 22.12 Authority. Each party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Franchise on behalf of the parties and to bind the parties to its terms. The persons executing this Franchise on behalf of each of the parties warrant that they have full authorization to execute this Franchise. The City acknowledges that notwithstanding the foregoing, the Company requires a Certificate of Public Convenience and Necessity from the PUC in order to operate under the terms of this Franchise.

Section 22.13 Severability. Should any one or more provisions of this Franchise be determined to be unconstitutional, illegal, unenforceable or otherwise void, all other provisions nevertheless shall remain effective; provided, however, to the extent allowed by law, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft one or more substitute provisions that will achieve the original intent of the parties hereunder.

Section 22.14 Force Majeure Event. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure Event, as defined herein.

Section 22.15 Earlier Franchises Superseded. This Franchise shall constitute the only franchise between the City and the Company related to the furnishing of Utility Service, and it supersedes and cancels all former franchises between the parties hereto.

Section 22.16 Titles Not Controlling. Titles of the paragraphs herein are for reference only and shall not be used to construe the language of this Franchise.

Section 22.17 Governing Law. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Broomfield County, State of Colorado.

Section 22.18 Payment of Expenses in Relation to Franchise Agreement. The Company shall pay for expenses reasonably incurred by the City for the adoption of this Franchise, limited to the publication of notices, publication of ordinances, and photocopying of documents and other similar expenses.

Section 22.19 Costs of Compliance with Franchise. The parties acknowledge that PUC rules, regulations and final decisions may require that costs of complying with certain provisions of this Franchise be borne by customers of the Company who are located within the City.

Section 22.20 Audit. For any audits specifically allowed under this Franchise, such audits shall be subject to the Tariff and PUC rules and regulations. Audits in which the auditor is compensated on the basis of a contingency fee arrangement shall not be permitted.

Section 22.21 Land Use Coordination. The City shall coordinate with the Company regarding its land use planning. This coordination shall include meeting with the Company and identifying areas for future utility development.

Section 22.22 Counterpart Signature. This Franchise may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Franchise, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Franchise to be executed as of the dates indicated below, effective as of the Effective Date.

CITY AND COUNTY OF BROOMFIELD

ATTEST:

Clerk, City and County of Broomfield

Mayor, City and County of Broomfield

APPROVED AS TO FORM:

Date: _____, 20____

City and County Attorney, City and County of
Broomfield

**PUBLIC SERVICE COMPANY OF
COLORADO**, a Colorado corporation

By: _____
Robert Kenney, President

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026
by Robert Kenney, President, Public Service Company of Colorado, a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Notary Public
My Commission expires: _____.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Nancy Rodgers, City and County Attorney

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7C

Subject: Ordinance - First Reading - Submitting a Ballot Question to the Voters on the Length of a Future Mayor's term of office

- Ordinance No. 2309 submitting to a vote of the registered electors of the City and County of Broomfield at the coordinated election to be held on November 3, 2026, a proposed amendment to Section 4.3 of the Broomfield Charter regarding the term of office for future mayors.

Goals: N/A

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

At Council's focus session on February 9, 2026, Councilmember Cohen requested a discussion on changing the mayor's term from 2 years to 4 years, and limiting the mayor to two terms. The mayor's term limits are in Charter and any change to the Charter requires voter approval. Following the discussion at the focus session, Council directed staff to move forward with drafting the ballot question ordinance for the November 2026 election.

Attachments

[Memo for Ballot Question - 4 year term for Mayor; 2 term limit.pdf](#)

[Ordinance 2309 - Ballot Question Section 4.3 Length of the Mayor's Term; Term Limits of 2.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

At Council's focus session on February 9, 2026, Councilmember Cohen requested a discussion on changing the term of office for future mayors from 2 years to 4 years, and limiting future mayors to two terms instead of three terms. The mayor's term limits are in Charter and any change to the Charter requires voter approval. Following the discussion at the focus session, Council directed staff to move forward with drafting the ballot question ordinance.

Arguments in Support: Two-year terms for the mayor and council members were established in Broomfield in 1961, when Broomfield was solely a city with a population of approximately 6,500 residents. Although council terms were extended to four years in 1977, the mayor's term remained unchanged. Since then, Broomfield has evolved into both a city and county government, with substantially greater governmental complexity and a population that has increased to 76,000 in 2026.

A four-year mayoral term facilitates the planning, execution, and oversight of significant long-term projects. Infrastructure upgrades, economic growth initiatives, and public safety enhancements in Broomfield often require several years for successful completion. Furthermore, extending the term length may shift the focus of City and County leadership toward comprehensive strategic planning and away from the demands of frequent election cycles.

At the same time, shorter mayoral terms can create disadvantages in regional leadership and advocacy efforts. A two-year term may limit a Broomfield mayor's ability to build long-term relationships and provide continuity within regional organizations such as Colorado Counties Inc. (CCI), Colorado Municipal League (CML), and Denver Regional Council of Governments (DRCOG), where ongoing engagement and multi-year initiatives are often important to advancing regional priorities.

Broomfield mayors seeking reelection have historically been successful. Only one Broomfield mayor has lost a re-election bid. Currently, the two-year term structure requires the mayor to remain in a nearly constant state of campaigning, which can impede progress on multi-year initiatives. Many other municipalities and higher levels of government utilize four-year executive terms, which some voters associate with increased stability and more effective leadership.

Arguments Opposed: Opponents of extending a mayor's term from two years to four years argue that shorter terms provide stronger accountability and keep local government more responsive to residents. Critics also argue that cities face rapidly changing conditions, such as shifts in public safety, housing, transportation, and economic issues, so mayors should remain closely tied to current public opinion. Some people believe that less frequent mayoral elections can reduce civic engagement and make mayors less attentive to neighborhood concerns because they face voters less often. In addition, policy mistakes or controversial decisions may continue for years before residents have the opportunity to respond through an election.

Proposed Ballot Question: If approved, proposed Ordinance No. 2309 would put the following question on the November 2026 ballot:

Proposed Charter Amendment No. 1A
(4 year term of office with two term limits for Future Mayor)

Currently, the mayor serves a 2-year term and is limited to three consecutive terms. Shall Section 4.3 of the Broomfield Home Rule Charter be amended so future mayors will serve a 4-year term and be limited to two consecutive terms starting at the general municipal election to be held in 2027?

Financial Considerations

N/A. This change will not financially impact CCOB's costs associated with elections or the costs associated with providing administrative support to the mayor's office.

Prior Council or Other Entity Actions

August 13, 2024: Council approved Ord. No. 2248, Ballot Question 2G, on extending the future mayors' term from 2 years to 4 years starting with the future mayor elected in November 2025.

November 5, 2024: Ballot question 2G did not pass on a vote of 41.86% (for) and 58.14% (against). Therefore, the mayor's term remains two years, with a limit of three consecutive terms.

Boards and Commissions Prior Actions and Recommendations

November 14, 2023: The CRC presented its final report and recommendation to Council. The Charter Review Committee recommended a change to the Charter to provide for a four-year term for the mayor.

Proposed Actions / Recommendations

If Council desires to proceed with the ballot question regarding Section 4.3, the appropriate motion is...

That Ordinance 2309 be approved on first reading and published in full, and that a second reading and public hearing take place on July 14, 2026.

Alternatives

Do not approve the proposed ballot question. The existing Charter provision for the office of the mayor providing for a two year term with a limit of three consecutive terms would remain unchanged.

Other jurisdictions:

Broomfield Council Members terms are 4 years pursuant to the Home Rule Charter, and they are limited to three terms.

County Commissioners terms of office are 4 years by state statute

Broomfield's Neighbors (*Close but not a jurisdictional line neighbor)

- Arvada* - 4 years term; limited to three terms
- Boulder* - 2 years; no more than 8 years total
- Superior - 4 years; no more than two (2) consecutive terms
- Lafayette - 2 years; no term limits
- Lakewood* - 4 years; limited to two consecutive terms
- Louisville - 4 years; limited to 2 terms

Prepared By: Nancy Rodgers, City and County Attorney

Northglenn - 4 years; two consecutive terms
Thornton - 4 years; two consecutive terms
Westminster - 4 years; two consecutive terms
Wheat Ridge* - 4 years; two consecutive terms

Other Cities: four year terms

Aurora (limited to 3 consecutive terms)
Denver (limited to 3 consecutive terms)
Centennial (limited to 2 consecutive terms)
Commerce City (limited to 2 consecutive terms)
Pueblo (limited to 2 consecutive terms)
Grand Junction (limited to 2 consecutive terms)
Brighton (limited to 2 consecutive terms)
Sheridan (limited to 2 consecutive terms)
Glendale (limited to 4 consecutive terms)
Golden (limited to 2 consecutive terms)
Englewood (limited to 3 consecutive terms)

Other Cities: two year terms

Fort Collins (limited to 3 consecutive terms)
Boulder (no more than 8 years total)
Loveland (no limit)
Greeley (limited to 4 consecutive terms)
Longmont (limited to 3 terms)

Process for Approving a Ballot Question

Charter amendments are permitted by Broomfield's Constitutional Amendment and Section 18.6 of the Charter, which references state statute. Specifically, Broomfield is permitted to "make, amend, add to, or replace its charter..." Colo. Const. Art. XX, Section 10. This permits the City Council to adopt ordinances with the proposed amendments and ballot titles to be submitted to the voters. Ballot questions can be referred to the voters via an ordinance adopted by the governing body. C.R.S. 31-2-210. All ordinances must be confined to a single subject. See Charter, Section 6.2. "Single subject" means the subject matter has to be "necessarily and properly connected rather than disconnected or incongruous" and not create a situation where there are two distinct purposes. *Hayes v. Spalding*, 2016 CO 24, 1 (Colo. 2016). There can be more than one ballot question put on the ballot. If provisions of two or more proposed amendments adopted or approved at the same election conflict, the amendment receiving the highest affirmative vote shall become effective.

An ordinance approving a single ballot question requires majority approval by Council.

Restriction on Government Support for Ballot Questions; local "Blue Book"

After the ballot question is approved, government funds and resources may not be used in either supporting or opposing the ballot question. Elected officials may use personal time and funds to take positions on ballot issues.

Residents provided feedback from the 2024 Charter ballot question election that a "blue book" reference document would be helpful in their understanding of the ballot questions. We prepared such a resource for

the 2025 election. Staff will create a reference document for each approved local ballot question. This document is similar to the "blue book" and would provide voters with the text, title, and a fair and impartial analysis of each proposed local question on the ballot. The reference document would include a summary of the measure (similar to the summaries above), the major arguments both for and against the measure, and a brief fiscal assessment of the measure. This resource will be published online and shared through CCOB's normal channels for sharing information. Additionally, printouts will be made available to election judges for their own information and also for them to share with voters.

ORDINANCE NO. 2309

An ordinance submitting to a vote of the registered electors of the City and County of Broomfield at the coordinated election to be held on November 3, 2026, a proposed amendment to Section 4.3 of the Broomfield Charter regarding the term of office for future mayors

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

Section 1.

Subject to the approval of the registered electors of the City and County of Broomfield, Chapter IV, Section 4.3 of the Broomfield Charter shall be amended with the addition shown in **bold underline** below, setting the term of office for the mayor at 4 years instead of 2 years, which ballot question shall be submitted to the registered electors of the City as “Proposed Charter Amendment No. 1A” at the November 2026 election:

Section 4.3 Terms of Office - Mayor and Councilmembers.

- (a) The terms of office of the councilmembers, including the Mayor, hereafter to be elected in accordance with the provisions of this Charter, shall commence on their taking the oath of office at the ensuing organizational meeting of the City Council held after the election in the year elected and shall continue during the term for which they shall have been elected until their successors shall have been elected and duly qualified.
- (b) On the first Tuesday after the first Monday in November, in the year 1977, the first regular municipal election shall be held under the provisions of this Charter amendment, at which time a Mayor shall be elected from the City at large for a two (2) year term and shall be elected every two years **thereafter until November 2027**; and two (2) councilmembers shall be elected from each of the five (5) wards of the City as follows: the candidate receiving the highest number of votes within each ward shall be elected for a four (4) year term and the candidate receiving the next highest number of votes within said ward shall be elected for two (2) year term. Thereafter, each councilmember shall be elected for a four year term. **Beginning with the election in November 2027 and thereafter, the mayor shall be elected for a four year term.**
- (c) **No Mayor shall serve more than two consecutive partial or full terms of office.** No Mayor or Councilmember shall serve more than three consecutive partial or full terms in office.
- (d) For the purpose of this Section 4.3, the offices of mayor and councilmember are different offices, a partial term means at least 50% of the regular term, and terms are considered consecutive unless they are at least four years apart.

Section 3. Ballot Question.

The following ballot title and question shall be placed on the ballot of the November 3, 2026 coordinated election for the City and County of Broomfield for consideration by the registered electors:

**Proposed Charter Amendment No. 1A
(4 year term of office with two term limits for Future Mayor)**

Currently, the mayor serves a 2-year term and is limited to three consecutive terms. Shall Section 4.3 of the Broomfield Home Rule Charter be amended so future mayors will serve a 4-year term and be limited to two consecutive terms starting at the general municipal election to be held in 2027?

_____ Yes/For
_____ No/Against

Section 4. Ballot Numbering.

It is Council's intent that the number for this ballot question be as low as possible. In the event that another ballot question needs the 1A designation, Council authorizes staff to modify the ballot number stated above so that the Broomfield Charter change ballot question has the lowest number possible.

Section 5. Publication.

Publication of this ordinance in full after final approval constitutes publication of notice of an election upon the proposed amendment pursuant to Section 31-2-210(4) of the Colorado Revised Statutes.

Section 6. Severability.

If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date

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

Introduced and approved after first reading on June 2, 2026, and ordered published in full.

Introduced a second time and approved on July 14, 2026, and further ordered published in full.

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



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Lynn Merwin, Deputy Director of Community Development (Planning)

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7D

Subject: Ordinance - First Reading - Adding Fiscal Impact Review Criteria for Land Use Applications for Rezoning, PUD Plans, and PUD Plan Amendments

- Ordinance No. 2306 amends Chapter 17-38 and Chapter 17-48 of the Broomfield Municipal Code regarding the Standards of Review for Planned Unit Development Plans, Planned Unit Development Plan Amendments, and Rezoning

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

Staff is bringing forward an ordinance proposing amendments to Title 17 of the Broomfield Municipal Code related to rezonings and Planned Unit Development (PUD) Plans. The proposed amendments would formally incorporate consideration of fiscal sustainability and financial impacts into the review process for rezoning applications, PUD Plans, and PUD Plan amendments.

Attachments

[Ordinance No. 2306 Adding Fiscal Impact Review Criteria for Rezoning, PUD Plans, and PUD Plan Amendments, First Reading Memo.pdf](#)

[Ordinance No. 2306 Adding Fiscal Impact Review Criteria for Rezoning, PUD Plans, and PUD Plan Amendments First Reading.pdf](#)

Summary

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

Staff is bringing forward an ordinance proposing amendments to Title 17 of the Broomfield Municipal Code related to rezonings and Planned Unit Development (PUD) Plans. The proposed amendments would formally incorporate consideration of fiscal sustainability and financial impacts into the review process for rezoning applications, PUD Plans, and PUD Plan amendments. Specifically, the amendments would require both the Land Use Review Commission (LURC) and Council to evaluate the potential long-term financial impacts of a proposed development on the City and County of Broomfield (CCOB), including impacts to public infrastructure, municipal service demands, operational and maintenance obligations, and overall alignment with the community's long-range financial sustainability objectives.

On March 17, 2026, Council held a study session introducing proposed updates to Broomfield's Long Range Financial Plan (LRFP), including the development of an analytical framework designed to evaluate the long-term fiscal impacts of certain land use and development proposals. As Broomfield approaches full buildout and transitions into a more mature community, the updated LRFP model and accompanying report, anticipated for Council review in July 2026, are intended to serve as transparent, data-driven tools to evaluate future development scenarios, infrastructure obligations, service demands, and revenue sustainability. The modernized modeling framework will assist the CCOB in better understanding how future land use decisions may impact the organization's long-term financial health, operational capacity, and ability to maintain community service levels.

For many years, staff have routinely prepared and presented fiscal impact and revenue analyses associated with major development and redevelopment proposals as part of the Council's broader policy and land use discussions. While the use of financial and comparative fiscal data in evaluating development proposals is not new, the current code does not expressly identify long-term fiscal impacts or financial sustainability as formal review criteria for discretionary land use approvals. This proposed ordinance would establish that authority within the Municipal Code, allowing Council and LURC to formally consider the results of fiscal impact evaluations as part of the basis for approval, approval with conditions, or denial of rezoning applications, PUD Plans, and PUD Plan amendments.

This proposed ordinance aligns with and supports that effort by formally incorporating fiscal sustainability considerations into future rezoning, PUD, and PUD amendment decisions. The proposed changes would help ensure that future development approvals are evaluated not only for land use compatibility and regulatory compliance but also for their potential long-term financial impacts on the community, thereby helping preserve Broomfield's high-quality public services, infrastructure, programs, and amenities through financially sustainable growth and development practices.

If approved on second reading following a public hearing, Ordinance No. 2306 would amend several sections of the Broomfield Municipal Code related to rezonings, Planned Unit Development (PUD) Plans, and PUD Plan amendments.

- Proposed amendments to Section 17-38-070, Planned Unit Development (PUD) Plan, would require that a fiscal impact evaluation be conducted by the City and County of Broomfield (CCOB) generally consisting of a comparison of the project's projected direct revenues, including property, sales, and use tax generation, to the projected costs of providing services to the development. Applicants

would be required to cooperate with CCOB by providing information necessary to complete the evaluation.

- Proposed amendments to Sections 17-38-120 and 17-38-137, related to PUD Plans and PUD Plan amendments, would establish an additional review standard requiring consideration of the potential fiscal and financial impacts of a proposed development on CCOB's long-term fiscal health.
- The proposed amendment to Section 17-48-020, Rezoning, would establish an additional review standard requiring consideration of the ability of the proposal to help CCOB achieve fiscal and financial goals.

The proposed review standard acknowledges that a project may still be approved even where adverse fiscal impacts are identified if the applicant proposes measures that substantially mitigate those impacts or if broader community benefits, such as expansion of affordable housing opportunities, provision of needed community services, economic development, or job creation, are determined to outweigh the anticipated adverse fiscal impacts. The proposed review standard also clarifies that a proposal is not required to be approved solely because it demonstrates a positive fiscal impact.

Except as specifically outlined above, all other existing review criteria and procedural requirements associated with rezonings, PUD Plans, and PUD Plan amendments would remain unchanged.

Financial Considerations

The amendments proposed by this ordinance would not modify existing development fees, taxes, or other mechanisms for collecting revenue by CCOB.

Prior Council Action

- [March 17, 2026](#) - A study session was held to discuss the upcoming update to the Long Range Financial Plan that incorporates a financial analytical model to evaluate the potential cumulative impacts related to land use decisions.

Board and Commissions Prior Actions and Recommendations

N/A

Proposed Actions/Recommendations

Based on the above, it is recommended...

That Ordinance No. 2306 be adopted on first reading and ordered published in full;

That a public hearing and second reading of the Ordinance be held on July 28, 2026, at 6 pm, as allowed by Council Procedures and Rules of Order.

Alternatives

Make no changes to the Broomfield Municipal Code.

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

Project Website

<https://www.broomfieldvoice.com/financial-findings>

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

Background

Fiscal impact information has been incorporated into CCOB land use and policy discussions for many years and would continue to represent one of several factors considered by LURC and Council, rather than a standalone approval threshold. The proposed criteria are intended to provide additional transparency and consistency in evaluating how land use decisions may impact long-term service delivery, infrastructure obligations, and financial sustainability. Council would continue to balance fiscal information alongside broader community priorities, adopted plans, housing needs, economic development opportunities, and overall public benefit when evaluating rezoning, PUD, and PUD amendment applications.

Staff researched other Colorado cities that have implemented ordinances related to fiscal and financial review criteria. While most cities traditionally focus on “compatibility” or “consistency with the comprehensive plan,” there is a growing trend, especially in “built-out” communities, to require that new developments be fiscally sustainable.

For example, in Colorado, the Towns of Castle Rock, Lyons, and Silverthorne, and the Cities of Centennial and Alamosa, have adopted fiscal impact review criteria for rezonings and planned developments. The following table provides an overview of the Colorado municipalities that have adopted ordinances requiring some form of fiscal considerations in their respective land use process mechanism:

Municipality	Primary Trigger(s)	Specific Criteria or Thresholds
Centennial, CO	Automatic	Required for all PUD applications (including preliminary development plans). Included in the stated criteria: • Development will have significant positive fiscal and positive impact to the City. • PUD improves the financial performance and viability of the property.
Castle Rock, CO	Discretionary/Change-based	May be required for new PDs or major amendments involving significant changes in use or density. Fiscal impact criteria: • The cost of preparing the fiscal impact shall be borne by the applicant. • Analysis shall consist of a comparison of the project’s direct revenues (sales and

		use tax generation) to projected costs of providing urban services to the development. PD Plan Approval Criteria: • Addresses fiscal impact of the project. • Provides an appropriate phasing plan, minimizing unnecessary utility extensions, and adequately addresses other fiscal concerns of the Town, including water resources, stormwater systems, future extension of streets, and utilities adjacent to the properties. PD Major Amendment Process: • Processes and acted upon in the same manner as initial PD Plan and are based on the same approval criteria.
Lyons, CO	Discretionary	Fiscal impact analysis: A fiscal impact analysis is required “if requested by the Town” to avoid unreasonable financial burdens on the Town. Submitted by the applicant and includes the following: • Costs to the Town, including immediate costs, costs at build-out, and long-term costs. • Potential revenues to the Town, such as tax generation and building fees, with a breakdown of immediate revenues, revenues at build-out, and long-term revenues. The risk factor associated with the revenue generation estimates.
Silverthorne, CO	Discretionary/ Automatic	Required for PUD Preliminary and Final Plans; also at any stage of any site development if requested by the town council. • Reports and plans are required; this includes a fiscal impact study, which demonstrates the revenues and expenditures associated with the proposed development Rezoning process and requirements. • Depending on the size of the proposed land uses, the Town may require a fiscal impact study demonstrating the revenues and expenditures attributable to the proposed development.
Alamosa, CO	Threshold-based	Fiscal and infrastructure impact analysis.

		• Any development with greater than 16 dwelling units or greater than 25,000 sf of nonresidential gross floor area. • Fiscal & infrastructure analysis evaluates the impact of proposed subdivision or development on the capacity or quality of the city's existing infrastructure. Analysis provides recommendations for service demands, utilities, infrastructure, water and sewer, and schools. • Mitigation of adverse impacts required. Approval of preliminary plat or site plan prohibited unless the applicant provides on-site or off-site measures that will substantially or completely mitigate the adverse impacts, OR the city determines that the benefits of the project outweigh the anticipated adverse impacts.
--	--	--

Proposed New Code Amendment Language

In short, proposed Ordinance No. 2306 would add the following language to Chapter 17-38, Planned Unit Development:

17-38-070 - PUD plan; accompanying information.

During the application review process, a fiscal impact evaluation will be conducted by the City and County, generally consisting of a comparison of the project's projected direct revenues, including property, sales, and use tax generation, to the projected costs of providing services to the development. The applicant shall cooperate with the City and County in providing information necessary to support the City and County's Long Range Financial Plan evaluation. The findings of the City and County's fiscal impact evaluation shall be presented and considered as part of the review process.

17-38-120 - PUD plan; review standard, and 17-38-137 - PUD plan amendments

Considerations shall be given to the proposal's fiscal impact on the City and County's fiscal health. The proposal may be approved notwithstanding identified adverse fiscal impacts where the applicant has proposed on-site or off-site measures that mitigate such impacts, or where a determination is made that the overall benefits of the project, including but not limited to

expansion of affordable housing, provision of needed community services, or job creation, outweighs the anticipated adverse fiscal impacts. Nothing in this section requires the approval of a proposal with positive fiscal impacts.

Proposed Ordinance No. 2306 would also add the following language to Chapter 17-48-020(F)(4), Zoning Amendments:

The proposal is an opportunity for an appropriate site, at an appropriate location, for the particular type of land use or development proposed, and will help the city achieve **fiscal and financial goals**, a balance of land use, tax base, or housing types consistent with the city's overall planning and economic development goals.

Public Engagement

[A Broomfield Voice](#) page has been created that provides information on the amendments included in this ordinance. During the public engagement process, staff will email developers with information about the proposed ordinance and ensure the information is shared in pre-application meetings and will host a meeting dedicated to the proposed ordinance.

There will be an opportunity at the first reading and at the public hearing for the second reading of the proposed ordinance for additional public comments to be provided for the Council's consideration.

Ordinance No. 2306

Proposed Ordinance No. 2306 would amend Title 17, Zoning of the Broomfield Municipal Code, to add consideration of fiscal and financial impacts with respect to rezonings, PUD plans, and PUD plan amendments. If approved on first reading, proposed Ordinance No. 2306 will be published in full, and a second reading and public hearing will be scheduled for July 28, 2026.

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

ORDINANCE NO. 2306

An ordinance to amend Chapter 17-38 and Chapter 17-48 of the Broomfield Municipal Code regarding the Standards of Review for Planned Unit Development Plans, Planned Unit Development Plan Amendments, and Rezoning

Recitals.

Whereas, the City and County of Broomfield believes that the land use regulations should consider fiscal sustainability, which involves an analysis of the City and County's Long Range Financial Plan; and

Whereas, as Broomfield approaches build-out and addresses more in-fill development, Council believes that it is important to ensure future land use approvals are weighed against their fiscal impact, ultimately helping to preserve Broomfield's high-quality level of services, programs, and public amenities, and

Whereas, Council desires to make additional revisions to its Planned Unit Development Plan, Planned Unit Development Plan Amendment, and Rezoning review process regulations to assess and, when applicable, mitigate impacts to the City and County's financial and fiscal sustainability, as this is in the best interest of the residents of Broomfield.

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

Section 1.

Chapter 17-38- Planned Unit Development is hereby amended as follows:

. . .

17-38-070 - PUD plan; accompanying information.

- (A) The PUD plan shall be accompanied by all information required in section 16-16-050, B.M.C.; and
- (B) During the application review process, a fiscal impact evaluation will be conducted by the City and County, generally consisting of a comparison of the project's projected direct revenues, including property, sales, and use tax generation, to the projected costs of providing services to the development. The applicant shall cooperate with the City and County in providing information necessary to support the City and County's Long Range Financial Plan evaluation. The findings of the City and County's fiscal impact evaluation shall be presented and considered as part of the review process.

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

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

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should be consistent with the comprehensive plan.
- (C) The proposal should identify and mitigate potential negative impacts on nearby properties, other areas of the city, and the city as a whole.
- (D) The proposal should identify and maximize potential positive impacts on nearby properties, other areas of the city, and the city as a whole.
- (E) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (F) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (G) The proposal should optimize conservation of energy, water, and other resources on a broad scale.
- (H) The land uses within the plan should be compatible with one another and with nearby properties.
- (I) The proposal should provide for private open area at a rate of not less than 30% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (J) The proposal should be in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- (K) The proposal should adequately provide for an organization for ownership and maintenance of any common areas.
- (L) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan; and
- (M) Considerations shall be given to the proposal's fiscal impact on the City and County's fiscal health. The proposal may be approved notwithstanding identified adverse fiscal impacts where the applicant has proposed on-site or off-site measures that mitigate such impacts, or where a determination is made that the overall benefits of the project, including but not limited to expansion of affordable housing, provision of needed community services, or job creation, outweighs the anticipated adverse fiscal impacts. Nothing in this section requires the approval of a proposal with positive fiscal impacts.**

. . .

17-38-137, Amendment to PUD plans proposed by the city manager.

- (A) The city manager is authorized to propose amendments to any approved PUD plan. Proposed amendments may include the deletion or the modification of any permitted use, development standard, phase or phasing schedule, design guideline, or street configuration. Either the text or the graphics in a PUD plan may be the subject of the city manager's proposed amendment to a PUD plan.
- (B) The city manager shall notify the owner or owners of any property subject to the PUD that an amendment to the PUD has been proposed, and that a hearing on the proposed amendment will be held before the land use review commission and before the city council. The city manager's notification to the owner or owners shall set forth the reasons for the proposed amendment to the PUD plan and specify the proposed amendment or amendments. Notification to the owner or owners by the city manager shall be by personal service or by certified mail not less than thirty days prior to the public hearing before the land use review commission.
- (C) The land use review commission shall hold a public hearing on the city manager's proposed amendment to the PUD plan. Notice of the public hearing shall be given in accordance with the provisions of chapter 17-52, B.M.C. Within thirty days of the conclusion of its public hearing, the land use review commission shall adopt a resolution recommending to the city council the approval, disapproval, or conditional approval of the proposed amendment to the PUD plan. If the recommendation is for conditional approval, the conditions under which the proposed amendment to the PUD plan would be acceptable shall be set forth.
- (D) The city council shall hold a public hearing on the city manager's proposed amendment to the PUD plan. Notice of the public hearing shall be given in accordance with the provisions of chapter 17-52, B.M.C. Within thirty days of the conclusion of its public hearing on the proposed amendment to the PUD plan, the city council shall adopt a resolution of approval, disapproval, or referral back to the land use review commission for further study. If the resolution is for approval, it shall be recorded in the county in which the PUD plan was recorded.
- (E) The standards of review for the city council and land use review commission, as they may be applicable to a proposal by the city manager to amend a PUD plan, are as follows:
 - (1) Compliance of the PUD plan with the master plan in force at the time of the public hearing;
 - (2) Compatibility of the PUD plan with the area surrounding the PUD plan;
 - (3) The need for the uses in the PUD plan or in the area surrounding the PUD plan;
 - (4) The effect of the PUD plan upon future development of the area;
 - (5) The impact of traffic generated by the PUD plan on the neighborhood and the surrounding area;

- (6) The effect of the PUD plan on community facilities in the neighborhood and area, including but not limited to schools, library, police and fire protection, recreation facilities, park lands, and open space;
- (7) The impact of the PUD plan on municipal infrastructure in the area, including but not limited to water service, wastewater service, storm water service, transportation systems, and street systems;
- (8) Compliance of the PUD plan with the Standards & Specifications for Design and Construction of Public Improvements in force at the time of the hearing; and
- (9) Compliance of residential PUD plans with the uniform standards for residential use PUD plans in force at the time of the public hearing; and
- (10) Considerations shall be given to the proposal's fiscal impact on the City and County's fiscal health. The proposal may be approved notwithstanding identified adverse fiscal impacts where the applicant has proposed on-site or off-site measures that mitigate such impacts, or where a determination is made that the overall benefits of the project, including but not limited to expansion of affordable housing, provision of needed community services, or job creation, outweigh the anticipated adverse fiscal impacts. Nothing in this section requires approval of a project with positive fiscal impacts.**

Section 2.

Chapter 17-48 - [Zoning] Amendments is hereby amended as follows:

...

17-48-020 - Procedure for rezoning.

- (A) The owner of any property may apply to the land use review commission for rezoning of his or her property. The applicant shall pay an application fee of \$650.00 for rezoning ten acres or more of land and \$250.00 for rezoning less than ten acres of land.
- (B) The city manager is authorized to apply to the land use review commission for rezoning of any property within the city.
 - (1) The city manager shall notify the owner or owners of any property subject to the application for rezoning that a hearing on the rezoning application will be held before the land use review commission and before the city council.
 - (2) The city manager's notification to the owner or owners shall set forth the reasons for the rezoning application.
 - (3) Notification to the owner or owners by the city manager shall be by personal service or by certified mail not less than thirty days prior to the public hearing before the land use review commission.

- (C) The land use review commission shall hold a public hearing on the application. Notice shall be given in accordance with the provisions of chapter 17-52, B.M.C. Following the hearing, the land use review commission shall make recommendations to the city council concerning the application.
- (D) The city council shall hold a public hearing on the application. Notice shall be given in accordance with the provisions of chapter 17-52. Following the hearing, the city council shall either deny the application or shall approve it by resolution. A resolution may impose conditions on rezoning.
- (E) Prior to any official submittal of a rezoning, the applicant shall hold a neighborhood meeting. Notice for such neighborhood meetings shall be done consistent with section 17-52, B.M.C. The neighborhood meeting provides the applicant and surrounding property owners an opportunity to review preliminary requests. The meeting should solicit input and exchange information about the proposal. The applicant shall record attendance on a sign-in sheet and shall create a summary of the meeting discussion which shall be submitted with the formal application.
- (F) The recommendation of the land use review commission and decision of the city council for rezoning requests shall consider the applicant's proposed rezoning request based upon the following criteria:
 - (1) The proposal is in (i) general conformance with applicable land use plans including but not limited to the Broomfield Comprehensive Plan and, sub area plans, or (ii) there has been substantial change in the character of the area to support the rezoning action, or (iii) the official zoning classification is in error.
 - (2) The proposal is compatible with existing and allowable land uses in the surrounding area.
 - (3) The proposal's effect upon the health, safety, and welfare of the residents and landowners in the surrounding areas.
 - (4) The proposal is an opportunity or an appropriate site, at an appropriate location, for the particular type of land use or development proposed and will help the city achieve **fiscal and financial goals**, a balance of land use, tax base, or housing types consistent with the city's overall planning and economic development goals.
- (G) As part of any request to rezone a property to a transit oriented development (TOD) or mixed use zone district, the applicant shall provide the following additional information to be considered with the request:
 - (1) Preliminary Utility Report;
 - (2) Preliminary Drainage Report; and
 - (3) Preliminary Traffic Report.

All reports shall be provided in accordance with the provision of the current version of the City and County of Broomfield Standards and Specifications; provided, that the city engineer may waive the report requirements when such information will not materially aid in the evaluation of the rezoning request.

Section 3.

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

Introduced and approved after first reading on June 2, 2026, and ordered published in full.

Introduced a second time and approved on July 28, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Nancy Rodgers

Meeting Date: Tuesday, June 2, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7E

Subject: Ordinance - First Reading - Establishing a Temporary Moratorium on Data Centers

- Ordinance No. 2313 Establishing a Temporary Moratorium on Data Center Facilities

Overview

Correspondence and presentations for City Council agenda items, when available, can be viewed via links on the meeting agenda or the associated memo. Please note that not all items will have correspondence or presentations.

Proposed Ordinance No. 2313, if passed following second reading and a public hearing, would establish a temporary moratorium on data centers to be effective upon passage and would remain in effect for 18 months through December 2, 2027, or until appropriate regulations are adopted into the Broomfield Municipal Code, whichever occurs first.

The Broomfield Municipal Code (BMC) currently lacks specific regulations, standards, or definitions to address the unique characteristics and impacts of data center facilities. Communities around the state and the nation have expressed concerns about significant infrastructure impacts associated with data centers, including demands on electrical power, water supply, telecommunications networks, and transportation systems, as well as potential effects on surrounding land uses, natural resources, public services, and community character. This temporary pause allows time for a comprehensive review to develop and propose appropriate regulations before new development of this type proceeds.

Attachments

[Memo for Proposed Ordinance No. 2313 _ Establishing a Temporary Moratorium on Data Centers - First Reading June 2, 2026.pdf](#)

[Ordinance 2313 re data center moratorium.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Ordinance No. 2313, if approved by Council, would establish a temporary moratorium on the acceptance and consideration of land use applications for data centers facilities. The moratorium would remain in effect for 18 months, or until appropriate regulations are adopted into the Broomfield Municipal Code, whichever occurs first. For purposes of this temporary moratorium, a data center facility is defined as “a facility with projected load requirements of at least ten megawatts and one or more buildings, including corresponding electrical infrastructure, that:

- (a) houses information technology equipment used for data processing, data storage, or telecommunications; and
- (b) has a primary function of delivering information technology services, including:
 - services; providing data storage, processing, and transport
 - (i) supporting the delivery of cloud computing services;
 - (ii) providing network connectivity services; and
 - (iii) supporting artificial intelligence, machine learning, or similar computational services.”

Local communities and states nationwide are working to address the swift expansion of medium and large data centers and similar computing infrastructure, which often require power requirements akin to those of small urban centers. Concerns associated with data centers include demands on electrical power, water supply, telecommunications networks, and transportation systems, as well as potential effects on surrounding land uses, natural resources, public services, and community character. At the same time, facility operators are making advancements in technology related to data center facility construction and operation to address or mitigate those concerns. The Broomfield Municipal Code currently lacks specific regulations, standards, or definitions to address the unique characteristics and impacts of data center facilities. This temporary pause allows time for a comprehensive review of this issue to develop and propose appropriate regulations before new or expanded development of this type proceeds.

The length of the moratorium also takes into account the potential for a change in state legislation. During the 2026 legislative session, the Colorado General Assembly considered two bills related to regulating data centers at the state level. Due to the potential impact the proposed legislation could have on local regulations, CCOB delayed any updates to the Broomfield Municipal Code (BMC) until the legislative outcomes were known. Both bills ultimately failed to pass. The proposed 18-month moratorium accounts for potential 2027 state data center legislation. If such bill(s) are introduced and signed into law, staff would have sufficient time to modify any proposed BMC regulations to reflect any impacts or regulatory mandates from those state bills.

Currently, data centers are permitted in the MU-2, Employment Mixed Use District; the I-1, Limited Industrial District; I-2, General Industrial District; and the I-3, Industrial District and are subject to a public hearing process. Colorado courts have upheld local governments authority to enact moratoria on emerging land use issues. Because CCOB’s zoning permissions for data centers was adopted by ordinance, the moratorium on development applications for data centers should also be enacted by ordinance.

During the moratorium period, CCOB will not accept or process:

- Planning applications for new and expanded data center facilities
- Building and engineering permits for new and expanded data center facilities
- Pre-submittal activities related to new and expanded data center facilities
- Any other development applications related to new and expanded data center facilities

The moratorium is specific to new or expanded data center facilities meeting the definition above. Applications submitted on existing facilities, for minor changes to the site or changes that do not expand or intensify the data center operations would not be covered by the proposed moratorium.

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

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. 2313 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on July 7, 2026.

Alternatives

Do not approve Ordinance No. 2313.

ORDINANCE NO. 2313

An ordinance establishing a temporary moratorium on data center facilities
in the City and County of Broomfield

Recitals.

Whereas, local governments and states nationwide are working to address the swift expansion of medium and large data centers and similar computing infrastructure, which often require power requirements akin to those of small urban centers; and

Whereas, while the City and County of Broomfield (CCOB) has managed its energy, fiber, and water consumption responsibly to handle incremental growth, data center facilities could pose a disproportionate impact to CCOB's long-term resource management capabilities; and

Whereas, CCOB does not currently have comprehensive and specific local zoning, land use, and water management laws or regulations that adequately address data centers, particularly medium-sized and hyperscale data centers; and

Whereas, there is interest and concern on the part of residents related to the possible development of data center facilities within Broomfield; and

Whereas, because of the possible impacts of data center facilities on the Broomfield community and infrastructure, reasonable regulations on new or expanded data center facilities are necessary for Broomfield's sustainability, resilience, and quality of life; and

Whereas, the Colorado General Assembly may consider legislation regarding statewide data center facilities regulations during the 2027 legislative session that may impact local regulation, which impact will not be known until after the legislation is passed; and

Whereas, based on the information presented and provided, Council has determined that it is necessary to temporarily suspend acceptance of applications for medium and large data center facilities while appropriate regulations, standards, and definitions can be developed through a comprehensive public process; and

Whereas, it is appropriate for Council to establish an 18-month moratorium during which land use applications for new or expanded data center facilities will not be accepted or approved in order to survey current data center facilities locally and throughout the nation, to drafts amendments to the zoning code, water management codes, and other regulations, as needed, to monitor and respond to any legislative changes in the 2027 legislative session, and approve any code amendments in order to address data center facilities in Broomfield.

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

Section 1.

The City and County of Broomfield shall not accept applications or engage in pre-submittal activities for data center facilities, as defined in this ordinance, including but not limited to planning applications, building permits, engineering permits, or other development applications related to data center facilities for the period of eighteen (18) months from the effective date of this ordinance, or until appropriate definitions, standards and conditions can be considered and adopted into the Broomfield Municipal Code, whichever comes first. Council retains the right to extend the moratorium by ordinance if needed.

Section 2. Data Center Facility Defined

“Data center facility” means a facility with projected load requirements of at least ten (10) megawatts and one or more buildings, including corresponding electrical infrastructure, that:

- (a) houses information technology equipment used for data processing, data storage, or telecommunications; and
- (b) has a primary function of delivering information technology services, including:
 - (i) services; providing data storage, processing, and transport
 - (ii) supporting the delivery of cloud computing services;
 - (iii) providing network connectivity services; and
 - (iv) supporting artificial intelligence, machine learning, or similar computational services.

Section 3. Effective Date

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

Introduced and approved after first reading on June 2, 2026, and ordered published in full.

Introduced a second time and approved on July 7, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney