



MEETINGS OF THE *Broomfield Council*

BROOMFIELD COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 13, 2026

6:00 PM

Broomfield Council Chambers

George Di Ciero City and County Building

One DesCombes Drive

Broomfield, CO 80020

1. Meeting Commencement

1.A. Pledge of Allegiance

1.B. Review and Approval of Agenda

2. Petitions and Communications

2.A. Proclamation - Arts and Humanities Month

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

6.A. Minutes for Approval

6.B. Gateway Property Intergovernmental Agreement and Conservation Easement (Resolution No. 2026-94)

6.C. Third Amendment to the Intergovernmental Agreement with Colorado Department of Transportation for CO 7 Preconstruction (Resolution No. 2026-124)

6.D. Colorado 7 Starter Service Agreement with Boulder County (Resolution No. 2026-79)

6.E. Regional Bikeshare and BCycle Contract for Bikeshare Services Agreement (Resolution No. 2026-82 and 2026-83)

6.F. BOE Approval of Hearing Officer Recommendations on Abatement Petitions (Resolution No. 2026-120-BOE) (Board of Equalization - BOE)

6.G. The Salvation Army Broomfield's Red Kettle Kickoff Celebration Event Sponsorship

7. Action Items

- 7.A. Public Hearing - 2027 Operating and Capital Budgets
- 7.B. Enterprise Utility Ordinance (Ordinance No. 2308 First Reading)
- 7.C. Broomfield Town Square - Notice to Show Cause (Resolution No. 2026-133)
- 7.D. Resolution Supporting H.R. 5356 (Resolution No. 2026-99) and Update on 2026 Ballot Measures

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: October 7, 2026



Meeting Date: Oct. 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Alison Harvey, Deputy Director of the Library, Arts, History and CSU Extension

Memo Title/Subject: Celebrating National Arts and Humanities Month

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

- N/A. This memo is informational only.

Summary

October 2026 is officially designated as National Arts and Humanities Month in the City and County of Broomfield. This month-long, nationwide celebration recognizes the vital role that creative and historical expression plays in shaping thriving, connected communities. By issuing an official proclamation, the City and County of Broomfield joins thousands of municipalities across the country in establishing a visible, unified focus on the profound value of the arts and humanities to the local community.

In Broomfield, local arts and culture organizations represent the core of community identity. History initiatives like the shared America250 and Colorado150 celebrations honor the stories, places, and people who built Broomfield, providing crucial context for our shared future. Creative offerings from many song, dance and theatre organizations provide inclusive, accessible spaces where youth and adults can connect, express themselves, and build strong social bonds. The visual arts organizations are also a well-established part of Broomfield community culture providing meaningful exhibitions, artful experiences and community programming.

Investing in the arts and humanities serves as a proven driver of both local economic prosperity and civic well-being. Broomfield's participation in the Scientific and Cultural Facilities District (SCFD) has resulted in more than \$4 million for Broomfield arts and humanities projects and organizations over the last 25 years, supplemented by CCOB's dedicated annual grant program for Arts, Culture and Science projects and programs that are not eligible for SCFD funding.

Nationally, the nonprofit arts and culture sector is a formidable economic engine, generating \$151.7 billion annually and supporting 2.6 million American jobs. Regionally, arts and culture drive \$3.12 billion in Denver metro economic activity while supporting more than 14,000 jobs. Research shows that 86% of Americans view arts and culture as essential to community livability, and 89% of event attendees affirm that local cultural programming inspires deep neighborhood pride.

Meeting Date: Oct. 13, 2026

Celebrating National Arts and Humanities Month

Prepared By: Alison Harvey, Deputy Director of the Library, Arts, History and CSU Extension

Broomfield's creative sector offers a variety of experiences that provide moments of joy, wonder and connection integral to the fabric of a welcoming, dynamic community where culture flourishes and every voice has a place to be heard. Please take some time this October to enjoy one of the many arts and humanities events in Broomfield or the greater Denver metro area.

Boards and Commissions Prior Actions and Recommendations

N/A



Proclamation

PROCLAMATION DECLARING OCTOBER 2026 AS NATIONAL ARTS AND HUMANITIES MONTH

- WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and
- WHEREAS, the arts and humanities enhance and enrich the lives of every American, playing a unique role in the well-being of our families, our communities, and our nation; and
- WHEREAS, cultural institutions and artists enhance civic life by fostering understanding across diverse heritages, strengthening community pride, and empowering us to create a shared vision for the future;
- WHEREAS, the nonprofit arts and culture industry serves as a powerful economic engine, generating \$151.7 billion in annual economic activity that supports 2.6 million jobs nationally, while driving \$3.12 billion in regional economic activity and supporting over 14,000 jobs across the Denver metropolitan area; and
- WHEREAS, Patronage of the arts and humanities has a longstanding history in the City and County of Broomfield; and
- WHEREAS, 86% of Americans agree that arts and culture are essential to community quality of life and livability, with 89% of event attendees affirming that local cultural events inspire neighborhood pride; and
- WHEREAS, local, state, and national arts and humanities organizations and agencies across all 50 states and U.S. jurisdictions annually designate October as National Arts and Humanities Month to celebrate the value of culture in thriving communities.

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

National Arts and Humanities Month In Broomfield

I invite and urge all residents to celebrate and promote the arts and culture in our nation and to specifically encourage greater participation by taking action for the arts and humanities in our community.

In witness whereof, I hereunto set my hand and official seal on this the 13th day of October 2026.

Guyleen Castriotta
Mayor

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

September 22, 2026, 6:02 PM - September 22, 2026, 8:33 PM

[View Correspondence](#)

[View Presentations](#)

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

- **Guyleen Castriotta**, Mayor
- **Katie Peterson**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Jean Lim**, Ward 3
- **Sarah Braun**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4 (Remote)
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

Also Present:

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

1. Meeting Commencement

1.A. Pledge of Allegiance- 6:02 PM

1.B. Review and Approval of Agenda- 6:03 PM

2. Petitions and Communications

2.A. Housing Solutions - Youth Presentation- 6:03 PM

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

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

6.A. Minutes for Approval- 6:42 PM

6.B. EBT Acknowledge Review of Social Services Expenditures (Resolution No. 2026-114-BSS)- 6:42 PM

6.C. Proposition 123 Colorado Affordable Housing Financing Fund Cycle 2 Opt In (Resolution 2026-104)- 6:42 PM

6.D. Supporting Ballot Items 1A Regarding Lodging Tax and 1B Regarding the Broomfield-Xcel Franchise Agreement (Resolution No. 2026-126 and Resolution No. 2026-127) - 6:42 PM

7. Action Items

7.A. Code Change Regarding Review Criteria for Site Development Plan Administrative Amendments to Require Public Hearing for Changes that would Reduce or Eliminate Outdoor Recreation Facilities (Ordinance No. 2305 - Second Reading)- 6:52 PM

Public Hearing was opened at 6:52 PM and closed at 6:55 PM

Councilmember Ward moved to approve on second reading and order published by title Ordinance No. 2305 to amend Chapter 17-38-230 of the Broomfield Municipal Code regarding the Standards of Review for Modification of Site Development Plans. The motion was seconded by Councilmember Delgadillo and passed 10-0.

7.B. Nordstrom Silo Landmark Nomination (Resolution No. 2026-111)- 6:57 PM

Councilmember Delgadillo moved to approve Resolution No. 2026-111 approving the Local Historic Landmark Designation of the United Power Parkway Substation Filing No. 1 Outlot 1 (Nordstrom Silo). The motion was seconded by Councilmember Ward.

Mayor Pro Tem Lim moved to amend Section 2 of the Resolution to add the following:

"...with the assurance that any future educational plaques or interpretive signage on the site present a complete and contextualized history of the property and the surrounding agricultural workforce to the extent it can reasonably be determined through a records search."

The motion as amended was seconded by Councilmember Delgadillo. The motion to amend passed 10-0.

The original motion, as amended, passed 10-0.

7.C. Aligning Personnel Merit System with Charter Change (Ordinance No. 2316 First Reading)- 7:31 PM

Councilmember Henkel moved to approve on first reading and order published in full Ordinance No. 2316 to amend the Personnel Merit System to align with voter-approved changes to Charter Section 9.1 Personnel. The motion was seconded by Councilmember Anderson and passed 10-0.

8. Mayor and Councilmember Requests for Future Action

8.A. Councilmembers Twiss and Peterson's Request for Future Action to discuss and consider initiating the process to hold a revocation hearing for the Broomfield Town Square Site Development Plan- 7:36 PM

8.B. Councilmember Ward's Request for Future Action regarding Council bringing forward a resolution expressing support for the passage of H.R. 5356, National Infrastructure Bank Act of 2025- 7:47 PM

8.C. Councilmember Ward's Request for Future Action regarding holding a study session to be presented by Councilmember Ward on Regional Transportation Authorities- 8:06 PM

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk

Minutes for the City Council Special Meeting

One DesCombes Drive, Broomfield, CO 80020

September 29, 2026, 6:01 PM - September 29, 2026, 6:02 PM

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.

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

- **Guyleen Castriotta**, Mayor
- **Katie Peterson**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Sarah Braun**, Ward 3
- **Jean Lim**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4
- **Heidi Henkel**, Ward 5 (present at 6:30 p.m.)
- **Todd Cohen**, Ward 5

Also Present:

- June Ramos, Consultant

1. Meeting Commencement

2. Action Items

2.A. Executive Session on Appointee Accomplishments and Goals with Council Facilitated by June Ramos

3. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, October 13, 2026
To: Mayor and Council
From: Jennifer Hoffman, City and County Manager
Presented By: Kristan Pritz, Director of Open Space and Trails

Memo Title/Subject: Intergovernmental Agreement and Conservation Easement for the Gateway Open Space

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

Resolution No. 2026-94 will authorize an Intergovernmental Agreement (IGA) and Conservation Easement with Boulder County (Boulder), the City of Louisville (Louisville), and the City and County of Broomfield (Broomfield) (Parties) that defines the financial contributions and the grant of a conservation easement for the Gateway Open Space. The City of Lafayette (Lafayette) will only sign the conservation easement as Lafayette is not a party to the IGA.

On August 26, 2025, Boulder acquired the property for a total of \$2,700,000. Funding contributions for this acquisition include \$675,000 from Louisville and a proposed allocation of \$100,000 from Broomfield, which remains contingent upon the adoption of Resolution 2026-94.

If Council desires to proceed with the IGA and the Conservation Easement, the appropriate motion is to adopt **Resolution 2026-94**.

Summary

Property Description

The Gateway Open Space includes 72.2 acres and 69.99 shares of Goodhue Ditch and Reservoir Company water (Property). The Property is located at the southeast corner of the intersection of South 96th Street and Dillon Road in unincorporated Boulder County. Here is a [vicinity map](#) showing the Property location and a [map](#) showing the Property in relation to surrounding open space and conservation easements. These photos show views from the Property looking [east along Dillon Road](#) and [south along S. 96th Street](#). The Property is currently used for limited grazing and includes a prairie dog colony, two small agricultural buildings and a grove of trees. The Burlington Northern Santa Fe Railroad tracks cross the Property. Surrounding uses adjacent to the Property include: 1) north is a privately owned property zoned commercial in Louisville; 2) east and west is jointly owned Boulder open space; and 3) south is the Varra North conservation easement in Broomfield. The Property is zoned Boulder County agriculture and allows for two dwelling units.

Although the Property falls outside Broomfield and is not addressed in the Open Space, Parks, Recreation and Trails (OSPRT) Plan, it ranks 16th out of 32 potential sites when evaluated against the OSPRT Plan's suitability criteria. This [Table](#) illustrates the suitability score ratings. Key values include preserving Front Range views and establishing an open space buffer at Broomfield's northwest entry.

Background

On February 18, 1999, the Parties and the Town of Lafayette (SE County IGA Parties) entered into the [Intergovernmental Agreement Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development](#) (SE IGA) that provides that the Property may be acquired by any one or more of the SE County IGA Parties (SE IGA, Exhibit A, Paragraph 5). The SE IGA also states that the acquiring party will grant the other SE County IGA Parties an undivided interest in a perpetual conservation easement over and across the Property.

Boulder purchased the property for \$2,700,000 on August 26, 2025. Contributions toward the purchase include a proposed \$675,000 from Louisville and a proposed \$100,000 from Broomfield, contingent on the approval of Resolution 2026-94. Lafayette declined to contribute, citing the property's distance from its municipal boundaries.

Per the SE IGA, since Boulder County has acquired the property, it will grant a perpetual conservation easement to Lafayette, Louisville, and Broomfield, limiting land use to open space. While Broomfield will receive this interest regardless of the IGA's approval, only the approved IGA allows Broomfield to count this property toward its 40% open lands goal. The proposed Conservation Easement is in the IGA, Exhibit C.

The IGA designates Boulder as responsible for all Property management, maintenance and associated costs. At Broomfield's request, the agreement permits the inclusion of this Property in the 40% open lands calculation and states that a future management plan addresses the potential trail corridor along the northern boundary of the Property, potential prairie dog preserve use and public access. If the IGA is approved, the 40% public and private open lands goal will increase from approximately 36% to 37%.

Financial Considerations

Broomfield initially allocated \$100,000 for the acquisition. As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Open Space Fund Account 22-70060-55600, 25U0042	\$100,000
Expenses Payment to Boulder County	-\$100,000
Projected Balance	\$0

Prior Council or Other Entity Actions

On February 18, 1999, Council approved [Resolution No. 33-99](#) authorizing an Intergovernmental Agreement between the City of Broomfield, the City of Lafayette, the City of Louisville, and the County of Boulder for the Southeast Boulder County, South 96th Street, Dillon Road, and US 287 Area Comprehensive Development Plan.

On July 29, 2025, Council held an executive session regarding the proposed acquisition of the Property.

Meeting Date: October 13, 2026

Intergovernmental Agreement and Conservation Easement for the Gateway Open Space

Prepared By: Kristan Pritz

Boards and Commissions Prior Actions and Recommendations

On July 24, 2025, the Open Space and Trails Advisory Committee (OSTAC) recommended acquiring the Property, noting the following: 1) Broomfield's contribution of up to \$100,000 should not exceed Louisville's, given Broomfield's previous \$12.3 million investment in nearby open space since 1999; 2) the Property must count toward the 40% open lands goal; 3) the \$36,360 per-acre price represents good value; 4) preservation protects a key Front Range view corridor for the community; 5) the acquisition fosters regional cooperation and enhances quality of life; 6) the management plan should include a northern trail corridor connecting 104th to 96th Street, evaluate a potential prairie dog preserve, and ensure public access; and 7) the Parties should prioritize the Red Trail Ridge Conservation Easement and connectivity projects, including the Northwest Parkway Underpass and Wildgrass Trail connecting to the Rock Creek and Coal Creek Trails.

On June 25, 2026, OSTAC received an update on the project and was notified of the upcoming Council review for the project.

RESOLUTION NO. 2026-94

A resolution approving an Intergovernmental Agreement and a Conservation Easement with Boulder County, the City of Louisville and City of Lafayette for the Gateway Open Space

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

Section 1.

The Intergovernmental Agreement attached hereto by and between the City and County of Broomfield, Boulder County, and the City of Louisville for the Gateway Open Space, which commits Broomfield to pay \$100,000 to Boulder County, is hereby approved.

Section 2.

The Conservation Easement, attached hereto as Exhibit C to the Intergovernmental Agreement, by and between the City and County of Broomfield, Boulder County, City of Louisville, and City of Lafayette, which grants a perpetual conservation easement to Lafayette, Louisville, and Broomfield and limits the land use to open space, is hereby approved.

Section 3.

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

Section 4.

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

Approved on October 13, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

INTERGOVERNMENTAL AGREEMENT CONCERNING THE PURCHASE OF THE GATEWAY OPEN SPACE PROPERTY

This Intergovernmental Agreement Concerning the Purchase of Gateway Open Space Property ("Agreement") is made and entered into on this date _____, 2026, by and between the County of Boulder, a body corporate and politic ("County"); the City of Louisville, a Colorado home rule municipal corporation ("Louisville") and the City and County of Broomfield, a Colorado municipal corporation and county ("Broomfield") (collectively, "Parties").

RECITALS

A. On August 26, 2025, County purchased 72.2 acres of open space known as the Gateway property for TWO MILLION SIX HUNDRED THIRTY THOUSAND DOLLARS (\$2,630,000.00), including any seller-owned mineral rights, as legally described on Exhibit A and generally depicted on Exhibit B attached hereto ("Land"). On October 3, 2025, County purchased 69.99 shares of the Goodhue Ditch and Reservoir Company for SEVENTY THOUSAND DOLLARS (\$70,000.00) ("Water Rights"). The Land and Water Rights are collectively referred to herein as the "Property". Accordingly, County paid a total of TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000.00) for the purchase of the Property.

B. The Parties and the City of Lafayette ("Lafayette")(collectively, "SE County IGA Parties"), entered into that certain 'Intergovernmental Agreement Southeast Boulder County, South 96th Street, Dillon Road, and US 287 Area Comprehensive Development Plan' dated February 18, 1999 and recorded in the Boulder County, Clerk & Recorder's real estate records, on March 15, 1999, at reception 1916399 ("SE County IGA"). The SE County IGA provides that the Property is located in a rural preservation area, may be acquired either in fee or by perpetual conservation easement for open space purposes by any one or more of the SE County IGA Parties, and the terms and conditions of purchase will be determined by the SE County IGA Parties at the time of such acquisition.

C. The SE County IGA further states that upon acquisition of any parcels in the rural preservation area, the acquiring party will grant the other parties to the SE County IGA an undivided interest in a perpetual conservation easement over and across the Property. Because County has acquired the fee simple interest in the Property, County will now grant Lafayette, Louisville and Broomfield, as the other parties to the SE County IGA, each an undivided interest in a perpetual conservation easement over and across the Property restricting the property to open space uses ("Conservation Easement").

D. During its acquisition of the Property, the County approached Louisville, Broomfield and Lafayette as the other parties to the SE County IGA about contributing to the purchase price of the Property. With the signing of this Agreement, Louisville commits to contributing SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$675,000) and Broomfield commits to contributing ONE HUNDRED THOUSAND DOLLARS (\$100,000) towards the purchase price of the Property. Lafayette respectfully declined to contribute to the purchase price of the Property due to its location far from its city boundaries.

E. Both Louisville's and Broomfield's financial contributions, made as a reimbursement to County after its acquisition of the fee simple interest in the Property, total SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$775,000) of the total purchase price of the Property for a 29% partnership contribution.

F. After the execution of the Conservation Easement, the County will remain fee simple owner of the Property and the SE County IGA Partners will each own an undivided interest in a conservation easement over the Property. Lafayette will still receive an undivided interest in the Conservation Easement, as one of the SE County IGA Partners and under the terms of the SE County IGA.

G. The Parties desire to set forth their agreement concerning financial contributions towards the purchase of the Property, management of the Property, and additional terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and undertakings hereinbefore and hereinafter set forth, the Parties agree as follows:

1. Upon execution of this Agreement, Louisville will contribute SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$675,000) towards the purchase price of the Property, to be paid directly to County.

2. Upon execution of this Agreement, Broomfield will contribute ONE HUNDRED THOUSAND DOLLARS (\$100,000) towards the purchase price of the Property, to be paid directly to County.

3. Upon execution of this Agreement, County will deed to the SE County IGA Partners an undivided interest in a perpetual deed of conservation easement in gross, substantially in the form attached hereto as Exhibit C.

4. Parties agree County will manage the Property and all costs incurred with the management of the Property, and all proceeds of any lease of the Property shall go to County, if and until the Parties agree otherwise in writing.

5. Parties agree Broomfield may include the Property in its 40 percent open lands calculation.

6. Parties will cooperate in the development of any management plan for the Property. Parties agree that any management plan for the Property will address the possibility of a trail corridor along the northern boundary of the Property connecting to 104th Street, management of the prairie dog population on the Property, whether for agricultural management or as a preserve, and the possibility of public access to any part of the property not under agricultural lease.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile and electronic signatures shall be acceptable to and binding upon all Parties.

8. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

THIS AGREEMENT is made and entered into to be effective on the date as set forth above.

[The remainder of this page was left intentionally blank]

CITY OF LOUISVILLE

By: Christopher Leh, Mayor

Attest: Genny Kline, City Clerk

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

Mayor

APPROVED AS TO FORM:

City & County Attorney

STATE OF COLORADO)

) ss.

COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as Mayor of The City and County of Broomfield, a Colorado municipal corporation and county.

My commission expires: _____

Notary Public

WITNESS my hand and official seal.

COUNTY OF BOULDER,

a body corporate and politic

By: _____

Printed Name: _____

Title: _____

Of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of _____, 2026
by _____, _____ of the Board of County
Commissioners of the County of Boulder, a body corporate and politic.

(Notary official signature)

(Commission expiration)

EXHIBIT A

Legal Description of Property

THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPT THE RIGHT OF WAY FOR RAILWAY, 100 FEET IN WIDTH, AS SET FORTH IN DEED RECORDED JULY 31, 1890 IN BOOK 138 AT PAGE 21, ALSO EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF LOUISVILLE IN WARRANTY DEED RECORDED NOVEMBER 18, 1983 UNDER RECEPTION NO. 588954, AND FURTHER EXCEPTING THE FEE PARCELS SET FORTH AS EXHIBITS A AND B, IN RULE AND ORDER RECORDED APRIL 27, 2004 UNDER RECEPTION NO. 2580545,

County of Boulder
State of Colorado

Also known by the street address of 1716 South 96th Street, Broomfield, CO 80020.

EXHIBIT C

Conservation Easement

Deed of Conservation Easement in Gross
Gateway Open Space

THIS DEED OF CONSERVATION EASEMENT IN GROSS ("Easement") is entered into on this date _____, 2026, by and between the **County of Boulder**, a body corporate and politic ("Grantor") and the **City of Louisville**, a Colorado home rule municipal corporation ("Louisville"), **The City and County of Broomfield**, a Colorado municipal corporation and county ("Broomfield"), and the **City of Lafayette**, a Colorado home rule municipal corporation ("Lafayette")(collectively, "Grantee"). Grantor and Grantee will hereinafter collectively be referred to as "Parties."

RECITALS

A. Grantor is the sole owner of approximately 72.2 acres of land in Boulder County, Colorado legally described on Exhibit A and generally depicted on the map attached hereto as Exhibit B ("Land"), and 69.99 shares of the Goodhue Ditch and Reservoir Company ("Water Rights") (collectively "Property").

B. The Parties entered into that certain 'Intergovernmental Agreement Southeast Boulder County, South 96th Street, Dillon Road, and US 287 Area Comprehensive Development Plan' dated February 18, 1999, and recorded in the Boulder County, Clerk & Recorder's real estate records, on March 15, 1999, at reception 1916399 ("SE County IGA"). The SE County IGA provides that the Property may be acquired for open space purposes by any one or more of the Parties, and the acquiring party will grant the other Parties an undivided interest in a perpetual conservation easement over and across the Property.

C. Pursuant to the above-described terms of the SE County IGA, and as owner of the fee simple interest in the Property, County now desires to grant Lafayette, Louisville, and Broomfield each an undivided interest in a perpetual conservation easement over and across the Property restricting the property to open space uses.

D. The Property's open space values are of great importance to Grantor, Grantee, and the people of Boulder County, and are worthy of preservation.

E. Parties desire to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values and preserves the Property in its present condition for agricultural and open space uses and prohibits further development of the Property.

F. Parties recognize the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan, and in Grantee's planning documents.

G. The State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses

consistent with the protection of open lands having undisturbed or restored environmental quality, by the enactment of § 38-30.5-101, et. seq.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the foregoing Recitals, and of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, Grantor does hereby voluntarily grant and convey to Grantee, and Grantee hereby accepts, a perpetual Conservation Easement in Gross, an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, *et seq.* and consisting of the rights and restrictions hereinafter enumerated, over and across the Property.

1. Purpose. The purpose of this Easement is to preserve the natural condition and aesthetic and ecological features of the Property and protect the Property for scenic, open space, agricultural, Passive Recreational (as defined herein below), and environmental uses ("Conservation Values").

2. Affirmative Right Conveyed. The affirmative rights and interests conveyed to Grantee by this Easement are as follows:

2.1. To preserve and protect the Conservation Values in perpetuity.

2.2. To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the property uses being made of the Property at the time of such entry.

2.3. The right of first refusal in any proposed sale of the Property. In the event Grantor desires to sell the Property, the Property must first be offered to Louisville, then Broomfield, then Lafayette, in that order, before Grantor may sell to a third-party purchaser. Written notice of Grantor's intent to sell must be first be given to Louisville, which will have thirty (30) days from the date of receipt of the written notice to accept such offer; and if not accepted, notice will be given to Broomfield, which will have thirty (30) days from the date of receipt of the written notice to accept such offer; and if not accepted, notice will be given to Lafayette, which will have thirty (30) days from the date of receipt of the written notice to accept such offer; and if not accepted, then and only then may the Grantor sell the Property to a third-party purchaser. If a sale does not close and Grantor later intends to sell, the Parties will follow the notice and first right of refusal process herein, regardless of whether a Grantee has previously declined to exercise its first right of refusal.

3. Permitted Uses and Practices. Grantor and Grantee intend that this Easement will confine the future use of the Property to agricultural uses, Passive Recreational uses (as defined herein below), and other related or compatible uses described herein. The following uses and practices are permitted under this Easement and are not inconsistent with the purposes of this

Easement, provided that they are conducted in a manner that does not substantially diminish, materially impair, or adversely impact any of the Property's Conservation Values:

3.1. Open agricultural uses, such as growing crops and keeping livestock and horses. Agricultural activities must not result in the pollution or degradation of any surface or subsurface waters.

3.2. On the date of this Easement, two accessory structures exist on the Property totaling 2,222 square feet: one open hay barn (396 square feet) and one loafing shed (1,826 square feet). Grantor has the right to construct, maintain, repair, and replace structures that are consistent with uses permitted by this Easement, provided they are related to the resource management of the Property and of a size and scale that relates to the size and scale of the agricultural use on-site. For the purposes of this Easement, structures means a combination of materials forming any edifice, building or man-made formation of any kind, excluding gates or an individual sewage disposal system that serves the Property's permitted uses, if allowed under this Easement, and any retaining walls, platforms or decks that lie not more than thirty (30) inches above the Property's natural grade, excluding railings.

3.3. Passive Recreational uses (as defined herein below), and the construction of trails and trail amenities for such uses.

3.4. Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

3.5. Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner that will preserve and protect the agricultural and/or open space characteristics of the Property.

3.6. Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Such use must not contaminate surface and ground water or diminish the Property's Conservation Values.

3.7. Control of predatory and problem animals by the use of selected control techniques whose effect must be only upon specific animals or species that have caused or are likely to cause damage to crops, livestock, or other property. Such control techniques must not have detrimental impacts upon water quality and the continued uses of the Property. The use of leg-hold traps is prohibited.

3.8. Any use approved by the governing bodies of Grantee, being Louisville, Lafayette and Broomfield, that is not inconsistent with the purposes of this Easement.

4. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purposes of this Easement and are prohibited upon or within the Property:

4.1. Use of the Property in a manner that is inconsistent with the spirit and purposes stated herein.

4.2. The change, disturbance, alteration or impairment of the Conservation Values of the Property, except to engage in generally accepted open, non-intensive agricultural activities and Passive Recreation (as defined herein below), and except as otherwise allowed herein.

4.3. The construction of any structures on the Property, except as permitted in Paragraph 3.2. herein.

4.4. Any use not expressly permitted as a use-by-right by the Boulder County land use regulations as they apply to the Property, including but not limited to community or institutional uses, golf courses, helicopter pads, and airstrips.

4.5. Any uses that may be consistent with Boulder County land use regulations as they apply to the Property, but which are inconsistent with the preservation and protection of the Conservation Values of the Property, including but not limited to active recreation, intensive agriculture, agribusiness, commercial, industrial, institutional, community significance, lodging, residential, open mining, retail, office, business, personal services, transportation, utility, public service, and warehouse uses, and home events of any kind, whether or not a fee is charged or a financial donation is requested or allowed.

4.6. The construction, placement or erection of any sign or billboard without the prior written consent of the Grantee, except for signs of less than twenty (20) square feet that are consistent with Boulder County land use regulations, and that only advertise the Property or agricultural products produced on the Property for sale or that limit access to the Property, such as signs announcing 'private property' or 'no trespassing'.

4.7. The construction of any permanent fences that prevent the passage of and/or injure wildlife without the express written consent of Grantee, which consent will be in Grantee's reasonable discretion.

4.8. Any division of the Property (whether or not a subdivision as defined by state law) without the prior written consent of Grantee. Without the prior written consent of Grantee or by operation of law, Grantor may not convey any portion of the Property constituting less than the entire Property, as said conveyance would constitute an impermissible division of the Property under this Easement. If Grantee does approve

a division of the Property, or if the Property is divided by operation of law, all terms of this Easement will attach to each subdivided portion of the Property and will survive any division.

4.9. The conveyance of any new access easement or other right-of-way, the paving of any roadway or otherwise covering any portion of the Property with concrete, asphalt or any other paving material, the resurfacing, widening, grading or any other improvement of any roadway that would provide easier vehicular access than that which exists at the time this Easement is granted, or the construction of any new roadways without the prior written consent of Grantee, which consent will be in Grantee's reasonable discretion. As of the date of this Easement, the Property's only roadways are located in the vicinity of the agricultural structures on the western side of the Property, as generally depicted on Exhibit B. Likewise, the Property may not be used to provide vehicular access to any other property, whether owned by Grantor or a third party, without the written consent of Grantee, which consent will be in Grantee's reasonable discretion. If Grantee consents to any right-of-way, paving, or new roadway, any such permitted right-of-way, paving, or roadway must be constructed so as to minimize the impact on the Conservation Values of the Property.

4.10. Construction of new utility transmission mains, lines, or other utility facilities on the Property, whether underground or above ground, without the prior written consent of Grantee, which consent will be in Grantee's reasonable discretion, except as allowed under any existing utility easements, or under any additional utility easements that may be established pursuant to an exercise of eminent domain, or as is necessary to conduct any of the permitted uses of this Easement. Any such permitted utility transmission lines or facilities must be constructed so as to minimize any adverse impacts on the Conservation Values of the Property. Notwithstanding the foregoing, the erection, construction, installation, relocation or use of a communication facility, a telecommunication facility, a network element, telecommunication equipment or any other equipment (except for Customer Premises Equipment) or material that may be used for telecommunications or to provide telecommunications services as such terms are defined in The Federal Telecommunication Act of 1996 is prohibited.

4.11. The degradation, pollution or draining of any surface or sub-surface water on the Property.

4.12. The transfer, encumbrance, lease, sale, or other separation from the Property of any surface or sub-surface water rights that are appurtenant to the Property.

4.13. Grantor will not interfere with, impede, delay or otherwise prevent water that has historically crossed the Property to serve other properties from crossing the Property, even if said crossing is not memorialized by written easement. Grantor retains, reserves the right to use, and use the Water Rights in current or future

agricultural production on the Property, and must not transfer, lease, sell, or otherwise separate the Water Rights from the Property; provided, however, that in the event Grantor cannot use the Water Rights on the Property in any given year, Grantor will notify Grantee, and Grantee may exercise its rights to put the Water Rights to beneficial use. When requested by Grantee, Grantor must provide Grantee with evidence that the Water Rights are being beneficially used on the Property including, but not limited to, copies of reports filed with or produced by district and state water officials proving water diversions and water usage, and copies of any reports confirming crop production. If Grantor receives notice of abandonment of any component of the Water Rights, Grantor will notify Grantee in writing within thirty (30) days of receiving such notice, and Grantor must act affirmatively and must cooperate with Grantee in taking any and all actions reasonably necessary to defend use of the Water Rights on the Property to prevent abandonment or forfeiture.

4.14. Removal, alteration, impairment, modification, or adverse change to any ditch, creek, stream, river, stream channel, riparian corridor, wetland, pond or lake edge, except as otherwise permitted in this Easement and except to the minimal extent necessary for a ditch company to maintain its ditches or for Grantor to beneficially use the Water Rights on the Property.

4.15. The mining or extraction of geothermal resources, soil, sand, gravel, rock, oil, natural gas, fuel, other hydrocarbons or any other mineral substance is prohibited upon or within the Property. Grantor must not transfer, lease or otherwise separate the geothermal resources, soil, sand, gravel, rock, oil, natural gas, fuel, other hydrocarbons or any other mineral substance from the Property.

4.16. The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Easement, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the land is not grazed or cropped annually that is used and maintained for the purpose of feeding and fattening livestock for future commercial sales.

4.17. Grading, contouring, berming, reshaping, or otherwise altering the topography of the Property for non-agricultural, except for the construction of trails as permitted by this Easement, including without limitation, the movement, excavation or removal of plants, plant material, soil, sand, gravel, rock, peat or sod, without the prior written consent of Grantee, and then and such activity conducted for agricultural purposes may only occur to such an extent that does not substantially diminish, materially impair, or adversely impact any of the Property's Conservation Values.

4.18. Except as used in the normal course of conducting any permitted activities, use of motorized vehicles, including motorcycles, motorized bicycles or tricycles or all-terrain vehicles, except on roads or trails existing as of the date of this Easement.

4.19. The dumping or accumulation of trash, ashes, garbage, waste or other unsightly or offensive material on the Property, including but not limited to hazardous chemicals; provided, however, that equipment and machinery used on the Property for the permitted uses and that products and by-products produced on the Property may be placed or stored on the Property, so long as such placement or storage is consistent with public health standards, all applicable government laws and regulations, and sound management practices.

5. Annexation. The Property is annexable only for the purpose of providing utility services to the Property, and annexation must only occur with the unanimous consent of the Grantor, Louisville and Lafayette, as evidenced by resolutions adopted by the Board of County Commissioners and Louisville's and Lafayette's respective City Council, and be recorded in the office of the Boulder County Clerk and Recorder.

6. Grant in Perpetuity. This Easement and the covenants as set forth herein will run with the land and will be binding upon the Parties thereto, their heirs, successors, representatives, and assigns, and all persons who may hereafter acquire an interest in the Property. It is intended that this Easement and any other interests created under this Easement vest immediately.

7. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, must not be affected thereby.

8. Amendment of Easement. If circumstances arise under which an amendment would be appropriate, Grantor and Grantee may jointly amend this Easement, except that any such amendment must be consistent with the purposes of this Easement and its conservation principles. Any such amendment must not affect this Easement's perpetual duration, must not permit additional development currently prohibited by this Easement, and must not impair the purposes of this Easement. Any such amendment will be recorded in the Office of the Boulder County Clerk and Recorder.

In giving this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes will not be deemed circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

9. Notices. Whenever notice is required to be given hereunder, it must be in writing and may be mailed to the party entitled thereto, by hand delivery or by registered or certified mail, return receipt requested. If hand delivered, said notice will be effective and complete upon completion of the hand delivery. If mailed, said notice will be effective and complete as of the date of mailing. Until changed by notice, in writing, notice must be given as follows:

To Grantee: City of Lafayette
 1290 S. Public Rd.
 Lafayette, CO 80026

 City of Louisville
 749 Main St.,
 Louisville, CO 80027

 City and County of Broomfield
 City and County Attorney
 Open Space and Trails Director
 One DesCombes Drive
 Broomfield, Colorado 80020

Grantor: The Director
 Boulder County Parks & Open Space
 5201 St. Vrain Road
 Longmont, Colorado 80503

 With a copy to: The Boulder County Attorney's Office
 P.O. Box 471
 Boulder, Colorado 80306

10. Consent. Whenever consent from Grantee is required to be given hereunder, said consent must be provided from Louisville, Lafayette and Broomfield individually, and must be unanimous from all three entities in order for Grantee's consent to be considered provided.

11. Successors. The covenants, terms, conditions and restrictions of this Easement are binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors, representatives, and assigns, and all persons who may hereafter acquire an interest in the Property.

12. Termination of Rights and Obligations. A party's rights and obligations under this Easement will terminate upon transfer of the party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.

13. The term "Passive Recreation" will mean non-motorized outdoor recreation that emphasizes enjoyment of the Property's open space features, involves little or no installation of

equipment or development on the Property except as may be permitted by this Easement, and has little or no impact on the Property's Conservation Values. Examples of Passive Recreation include, but are not limited to, hiking, snowshoeing, cross-country skiing, photography, bird-watching, or other nature observation or study, bicycling (including electric-assisted bicycles consistent with current Boulder County Parks & Open Space rules and regulations), horseback riding, or fishing.

14. Enforcement. In the event of a violation of any term, condition, covenant, or restriction contained in this Easement, after thirty (30) days' notice of violation to Grantor, Grantee, or Louisville, Lafayette or Broomfield acting individually, may institute a suit to enjoin by temporary and/or permanent injunction such violation, or for damages for breach of covenant, or may take such other action as it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement; provided, however, that any failure to so act by Grantee will not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future. Notwithstanding the above-stated requirements in this Paragraph, when Grantee, or Louisville, Lafayette or Broomfield acting individually, reasonably believes an ongoing or threatened imminent activity violates this Easement, Grantee or the individual municipality, may, in its reasonable discretion, take immediate legal action including, but not limited to, filing a civil action to seek a temporary restraining order and/or injunctive relief.

15. Waiver. Enforcement of the terms of this Easement will be at the reasonable discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor will not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor will impair such right or remedy or be construed as a waiver.

16. Restoration. Grantor further intends that if any prohibited activity is undertaken on the Property, Grantee will have the right to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration will be borne by Grantor.

17. Interpretation. This Easement will be liberally construed in favor of this Easement to effect the purpose of this Easement and the policies and purpose of C.R.S. §§ 38-30.5-101 *et seq.*

18. Exhibits. All exhibits to this Easement are incorporated herein by their reference.

19. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No

alteration or variation of this instrument will be valid or binding unless contained in an amendment that complies with the Amendment Paragraph herein.

20. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and will have no effect upon construction or interpretation.

21. Counterparts. This Easement may be executed in any number of counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Faxed signatures will be acceptable to and binding upon the Parties.

22. Property Sale. Grantor shall provide a copy of the Easement to the proposed buyer or transferee of the Property at least thirty (30) days prior to closing. Grantor agrees that reference to this Easement shall be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property, including a leasehold interest.

23. Notice to Grantee of Transfer of Property. Grantor shall provide written notice to Grantee of the transfer of the Property and the name, address, and telephone number of the buyer or transferee within ten (10) days after closing. Failure to provide notice pursuant to this paragraph shall not invalidate any transfer or conveyance of the Property.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this instrument on the date set forth in its acknowledgement intending that this instrument be effective as of the date set forth above.

GRANTOR:

COUNTY OF BOULDER,

a body corporate and politic

By: _____

Printed Name: _____

Title: _____

Of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of _____, 2026
by _____, _____ of the Board of County
Commissioners of the County of Boulder, a body corporate and politic.

(Notary official signature)

(Commission expiration)

GRANTEE:

CITY OF LOUISVILLE

By: Christopher Leh, Mayor

Attest: Genny Kline, City Clerk

GRANTEE:

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

Mayor

APPROVED AS TO FORM:

City & County Attorney

STATE OF COLORADO)

) ss.

COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this ____ day of _____,
2026, by _____, as Mayor of The City and County of Broomfield, a Colorado
municipal corporation and county.

My commission expires: _____

Notary Public

WITNESS my hand and official seal.

GRANTEE:

CITY OF LAFAYETTE, COLORADO

By: _____

Saul Tapia Vega, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

EXHIBIT A

Legal Description of Property

THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 69 WEST,
OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPT THE RIGHT OF WAY FOR RAILWAY, 100 FEET IN WIDTH, AS SET FORTH IN DEED
RECORDED JULY 31, 1890 IN BOOK 138 AT PAGE 21, ALSO EXCEPTING THAT PARCEL CONVEYED
TO THE CITY OF LOUISVILLE IN WARRANTY DEED RECORDED NOVEMBER 18, 1983 UNDER
RECEPTION NO. 588954, AND FURTHER EXCEPTING THE FEE PARCELS SET FORTH AS EXHIBITS A
AND B, IN RULE AND ORDER RECORDED APRIL 27, 2004 UNDER RECEPTION NO. 2580545,

County of Boulder
State of Colorado

Also known by the street address of 1716 South 96th Street, Broomfield, CO 80020.

Map of Property

**Parks &
Open Space**



The user agrees to all Terms of Use set forth by Boulder County
For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer

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CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Sarah Grant, Deputy Director of Community Development - Transportation

Memo Subject: Third Amendment to the Intergovernmental Agreement with CDOT for CO 7 Preconstruction

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to proceed with the IGA amendment with CDOT, the appropriate motion is... **That Resolution 2026-124 be adopted.**

Summary

Proposed Resolution 2026-124 authorizes the third amendment to an intergovernmental agreement with CDOT for CO 7 Preconstruction.

The third amendment does not change the previously agreed scope for intersections in Broomfield (Lowell Blvd. and Sheridan Parkway). Collectively, the amendment refines the program from broader and, in some locations, higher-percentage preliminary design toward the technical analysis and staged deliverables needed to resolve outstanding scope and concept issues and guide subsequent project advancement.

Amendment 3 updates the scope of the existing CDOT intergovernmental agreement for the CO 7 Preliminary and Environmental Engineering program without increasing the agreement's \$1.575 million maximum project amount performed by CDOT, including the \$575,000 local match provided by local agencies, or extending its term. The amendment continues to advance the ultimate intersection footprints at Broomfield's Lowell Boulevard and Sheridan Parkway intersections, including associated approach transitions. Sheridan Parkway remains at the Field Inspection Review (FIR) stage, while Lowell Boulevard shifts from a planned Final Office Review (FOR) shelf-ready design package to FIR and Final Office Review (FOR) Lite milestones, allowing available funds to be used efficiently while confirming construction timing.

The more substantial scope changes occur outside Broomfield: Project 23157 establishes revised FIR, FOR Lite, and 20% to 40% design-plan milestones at Segment E, Holly Street, and Quebec Street, while Project 25584 shifts the US 287/Lucerne and BRT station work from advanced design to a 15% feasibility and conceptual-design study evaluating crossing and station alternatives, multimodal access, right-of-way, constructability, and preliminary costs. Project partners requested the IGA amendment to ensure scope accuracy.

Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount. This IGA amendment does not change the funding commitments.

Meeting Date: October 13, 2026

Third Amendment to the Intergovernmental Agreement with CDOT for CO 7 Preconstruction

Prepared By: Sarah Grant, Deputy Director of Community Development - Transportation

Sources and Uses of Funds	Amount
CO 7 Preconstruction Priority Intersections (23S0035) (20-70090-55200)	\$515,000
CO 7 Preconstruction County line to Sheridan Parkway (24T0009) (20-70090-55200)	\$60,000
CDOT CO 7 Preconstruction IGA	-\$575,000
Projected Balance	\$0

Prior Council or Other Entity Actions

On [March 10, 2020](#), Council approved Resolution 2020-45 and Resolution 2020-46 approving the IGA with CDOT through the 2020-2023 Transportation Improvement Program for SH7 (CO7) Preliminary & Environmental Engineering and the IGA with local government agencies for the local share funding, respectively.

On [September 23, 2022](#), Broomfield Transportation Forum approved the support and local match for application submittal to the 2024-2027 DRCOG Transportation Improvement Program regional call for projects for CO 7 Priority Intersections

On [March 10, 2023](#), Broomfield Transportation Forum approved the support and local match for application submittal to the 2024-2027 DRCOG Transportation Improvement Program subregional call for Projects for County Line to Sheridan

On [August 16, 2023](#), the Denver Regional Council of Government Board approved the 2024-2027 Transportation Improvement Program Projects, including both CO 7 regional and subregional submittals

On [October 24, 2023](#), Council authorized funds in the 2024 Budget.

On [June 11, 2024](#), Council approved Resolution 2024-70 and Resolution 2024-71, approving the First Amendment with CDOT for CO 7 Preconstruction Priority 1A and the IGA with local government agencies for the local share funding, respectively.

On [September 23, 2025](#), Council approved Resolution No. 2025-138, approving the Second Amendment with CDOT for CO 7 Preconstruction to add the CO 7 Preconstruction County Line Road to Sheridan Parkway in Broomfield and Erie.

Boards and Commissions Prior Actions and Recommendations

N/A

RESOLUTION NO. 2026-124

A resolution authorizing a Third Amendment with CDOT for CO 7 Preconstruction

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

Section 1.

The State of Colorado Amendment # 3 by and between the City and County of Broomfield and the Colorado Department of Transportation for the CO 7 Preconstruction Projects is hereby approved.

Section 2.

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

Section 3.

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

Approved on October 13, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

STATE OF COLORADO AMENDMENT

Amendment #: 3

**Project #: STU 007A-028 (23157)/
STU 007A-039 (25584)**

Signature and Cover Page

State Agency

Department of Transportation

Amendment Routing Number

20-HA1-XC-00012-M0006

Local Agency

CITY AND COUNTY OF
BROOMFIELD

Original Agreement Routing

Number 20-HA1-XC-00012

Agreement Maximum Amount

\$1,575,000.00

Agreement Effective Date

March 17, 2020

Agreement Expiration Date

June 30, 2029

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

LOCAL AGENCY
CITY & COUNTY OF BROOMFIELD

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: _____
Guyleen Castriotta, Mayor

Date: _____
Keith Stefanik, P.E., Chief Engineer

Date: _____

**SECOND LOCAL AGENCY
SIGNATURE**
CITY & COUNTY OF BROOMFIELD

**THIRD LOCAL AGENCY
SIGNATURE**
CITY & COUNTY OF BROOMFIELD

Approved as to Form:

Attest:

By: _____
Nancy Rogers, City & County Attorney

By: _____
Crystal Clemons, City & County Clerk

Date: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the agreement for the SH 7 Preliminary & Environmental Engineering - Boulder to Brighton, CO 7 and US 287 Intersection Improvements project. The Parties now desire to update the scope of work.

5) MODIFICATIONS

a) The Agreement shall be supplemented by the attached Exhibit A-3.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT A-3
SCOPE OF WORK

Name of Project: SH 7 Preliminary & Environmental Engineering – Boulder to Brighton, CO 7 and US 287 Intersection Improvements
Project Number: STU 007A-028/STU 007A-039
SubAccount #: 23157/25584

SubAccount # 23157, SH 7 Preliminary & Environmental Engineering – Boulder to Brighton

The Scope of Work for 23157 is revised to include the following activities and deliverables:

Location Revised Deliverable

Lowell	Prepare a Field Inspection Review (FIR) and Final Office Review (FOR) Lite for the ultimate project footprint at the intersection, including approach transitions.
Segment E	Prepare a Field Inspection Review (FIR) for the ultimate project footprint.
Sheridan	Prepare a Field Inspection Review (FIR) for the ultimate project footprint at the intersection, including approach transitions.
Holly	Prepare 40% design plans for the ultimate project footprint at the intersection, including limited-detail approach transitions.
Quebec	Prepare 20% design plans for the ultimate project footprint at the intersection, including limited-detail approach transitions.

SubAccount # 25584, CO 7 and US 287 Intersection Improvements

The Scope of Work for 25584 is hereby revised as follows:

The scope of work for Project 25584 will advance previous planning efforts into a 15% feasibility study and preliminary engineering conceptual design plans. The design team will complete a feasibility and constructability analysis; conceptual roll-plot plan that includes two alternative for US 287 & Lucerne crossings (at-grade and pedestrian underpass), configurations for the BRT Station; associated first & final mile improvements within the project area; and develop associated cost estimates for design and construction to advance the recommendations and address unresolved scope and concept issues from the previous studies.

Within the project area, this will include traffic and pedestrian safety; bus and BRT operations; bus routing considerations including deviations for adjacent major developments underway; constructability including drainage and water table depth; site and station configuration alternatives; bus transfer connectivity and facilities; pedestrian underpass; right-of-way analysis; and design and high-level construction costs. The analysis will result in a recommended conceptual plan for the BRT Station, pedestrian crossing, associated improvements, first and final mile improvements, and costs broken down by scope element.

The above activities replace the corresponding deliverables identified in the current Intergovernmental Agreement.

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CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Sarah Grant, Deputy Director, Community Development

Memo Subject: Intergovernmental Agreement with Boulder County for Local Match Funding for CO 7 Transit Service: Boulder to Brighton

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to proceed with the IGA with Boulder County, the appropriate motion is... **That Resolution 2026-79 be adopted.**

Summary

Proposed Resolution 2026-79 authorizes an intergovernmental agreement with Boulder County for the local Transportation Improvement Program match for the CO 7 transit starter service.

In 2023, the Broomfield County Transportation Forum supported Boulder County's regional application for starter transit service on CO 7 between Brighton and Boulder and approved a total local match of \$200,000 (\$100,000 per year for two years). Each local community along the corridor from Brighton to Boulder agreed to contribute a local match upon grant submittal. The Denver Regional Council of Governments Board subsequently approved the regional application and awarded Boulder County funding for approximately two years of initial operations.

Upon award, it was presumed that transit operations would need to be put out to public bid, as RTD was not interested in operating the service at the time and the service would need to be contracted. In May 2026, RTD staff announced at the CO 7 Coalition meeting that RTD would provide the transit starter service. Boulder County and RTD are currently working with DRCOG to allocate the federal funding to RTD to operate the starter service in 2027.

The details of operations will be refined by RTD. Initially, the service is planned to run weekdays in year one, with weekend service added in year two. The service will utilize the new I-25/CO 7 Broomfield-Thornton Interim Mobility Hub. The interim Mobility Hub opened for service in September 2026. The funding also allocates funds to support the service's initial marketing to help build ridership. After the pilot phase funding is exhausted, RTD may review ridership and decide whether to retain the service or adjust service levels. Corridor communities plan to advocate for including the CO 7 service in the RTD Comprehensive Operational Analysis, now known as RTD CONNECT, which will set forth RTD's short-term transit operations for the next five years.

Meeting Date: October 13, 2026

Intergovernmental Agreement with Boulder County for Local Match Funding for CO 7 Transit Service: Boulder to Brighton

Prepared By: Sarah Grant, Deputy Director Community Development

Financial Considerations

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

Sources and Uses of Funds	Amount
CO 7 Transit Operations Starter Service TIP local match (25U0002) (20-70090-55200)	
2026 CIP Budget	\$100,000
2027 Proposed CIP Budget	\$100,000
Boulder County IGA Local Match funding for CO 7 Transit Starter Service Brighton to Boulder DRCOG TIP local match	-\$200,000
Projected Balance	\$0

Prior Council or Other Entity Actions

On [September 23, 2022](#), Broomfield Transportation Forum approved the support and local match for application submittal to the 2024-2027 DRCOG Transportation Improvement Program regional call for projects for Boulder County's CO 7 Transit Starter Service Project

On [August 16, 2023](#), the Denver Regional Council of Government Board approved the 2024-2027 Transportation Improvement Program Projects, including Boulder County's CO 7 Transit Starter Service Project

Boards and Commissions Prior Actions and Recommendations

N/A

RESOLUTION NO. 2026-79

A resolution authorizing an Intergovernmental Agreement with Boulder County for the Local Match Funding for CO 7 Transit Service: Boulder to Brighton

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

Section 1.

The Intergovernmental Agreement by and between the City and County of Broomfield and Boulder County for the CO 7 Transit Starter Service Local Match is hereby approved

Section 2.

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

Section 3.

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

Approved on October 13, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

INTERGOVERNMENTAL AGREEMENT

Local Match Funding for CO 7 Transit Service: Boulder to Brighton (DRCOG TIP)

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	TBD (to be provided by Boulder County)
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Planning & Permitting
Division/Program	Transportation Planning Division
Mailing Address	PO Box 471 Boulder, CO 80306
IGA Contact – Name, email	Alexander Hyde-Wright, ahyde-wright@bouldercounty.gov Kelly Leadbetter, kleadbetter@bouldercounty.gov
Invoice Contact – Name, email	cppinvoices@bouldercounty.gov
Municipality Contact Information	
Municipality Name	City and County of Broomfield
Municipality Mailing Address	1 Descombes Drive, Broomfield, CO 80020
Contact 1- Name, title, email	Sarah Grant, Deputy Director Community Development, sgrant@broomfield.org
Invoice contact	Transportation@broomfield.org
IGA Term	
Start Date	January 1, 2026
Expiration Date	December 31, 2027
IGA Amount	
IGA Amount	\$200,000
Brief Description of IGA	
Funding from the City and County of Broomfield to Boulder County for local match for the DRCOG 2024-2027 TIP-Funded Project – CO 7 Transit Starter Service (TIP ID: 2024-006).	
IGA Documents	
Exhibit A – Party Obligations & Payment Schedule Exhibit B – DRCOG TIP Application (Project Title: CO7 Transit Starter Service: Boulder to Brighton)	
IGA Notes	
<i>Additional information not included above</i>	
The City and County of Broomfield is participating as a partner agency in this project.	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Community Planning & Permitting ("County") and The City and County of Broomfield ("City" or "Municipality"). County and Municipality are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The **Details Summary** is incorporated into this IGA. The **IGA Documents** are incorporated into this IGA by reference.
2. Obligations of the Parties and Payment: Each Party will perform its obligations and commitments described in the **Details Summary** and **IGA Documents**, including Municipality's payment of the **IGA Amount** to County in accordance with the **IGA Documents** ("Obligations").
3. Term of IGA: The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All Obligations must be performed during the **IGA Term**.
4. Intentionally Omitted.
5. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to each other and as to any person not a party to the IGA, the limitations on liability, immunities, rights and protections that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq, as amended.
6. Independent Contractor: Each Party is an independent legal entity from the other for all purposes. None of either Party, its agents, personnel or subcontractors are employees of the other for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. As an independent contractor, County is responsible for employing and directing such personnel and agents as it requires to perform its obligations. County will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
7. Termination
 - a. Breach: Either Party's failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.

b. Convenience: In addition to any other right to terminate under this Section, County may terminate this IGA, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Municipality.

8. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

9. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

10. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Obligations. This IGA may be amended only by a written agreement signed by both Parties.

11. Assignment/Subcontractors: This IGA may not be assigned or subcontracted by either Party.

12. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

13. No Waiver: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.

14. Severability: If any provision of this IGA becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.

15. Colorado Open Records Act: The Parties may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

16. Conflict of Provisions: If there is any conflict between the terms of the main body of this IGA and the terms of any of the **IGA Documents**, the terms of the main body of the IGA will control.

17. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of either Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

18. Tax Exemption: The Parties are exempt from payment of Federal, State, and local government taxes.

19. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.

20. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

21. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO MUNICIPALITY FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

22. Insurance: Each Party is a “public entity” under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the “Act”), and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

23. FINANCIAL OBLIGATIONS. All financial obligations of each Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the Party’s credit or faith, directly or indirectly, to the other Party. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, this Agreement may be terminated by either Party upon written notice to the other Party. The Municipality’s fiscal year is currently the calendar year.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of City and County of Broomfield	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest Signature:	<i>Initial</i>	Attest Signature:	<i>Initial</i>
Attestor Name:		Attestor Name:	
Attestor Title:		Attestor Title:	

Exhibit A
Party Obligations & Payment Schedule

Party Obligations

Boulder County Obligations

1. Project Leadership and Administration: Boulder County shall serve as the lead agency responsible for initiating and implementing the CO 7 Transit Starter Service: Boulder to Brighton ("Transit Service"), as described in Exhibit B, the CO 7 Transit Starter Service: Boulder to Brighton DRCOG TIP Application which includes both transit service and marketing and promotion thereof. The county shall oversee the planning, coordination, procurement, contract administration, and contractor oversight necessary to establish the Transit Service.
2. Service Development: Boulder County shall:
 - a. Coordinate with the City and other participating agencies on final service parameters and implementation;
 - b. Manage consultant and/or contractor selection processes in accordance with applicable county, state, and federal procurement requirements;
 - c. Prepare required operational plans, agreements, and documentation to support service startup; and,
 - d. Oversee and monitor transit service operations.
3. Reporting: The county shall provide regular progress updates and reports to the City.
4. Compliance: The county shall ensure that all activities undertaken to establish the CO 7 Transit Starter Service comply with applicable federal, state, and local laws, regulations, and policies.

City and County of Broomfield Obligations

1. Local Match Contribution: The City shall provide a total local match of \$200,000 to the county to support the Transit Starter Service, paid in two installments of \$100,000 each in accordance with the payment schedule below, with the first payment due no later than December 31, 2026, and the second payment due no later than December 31, 2027.
2. Coordination and Support: The City shall:
 - a. Designate a primary point of contact for coordination with the county; and,
 - b. Participate in planning and coordination meetings as requested by the county.

Payment Schedule

TIP Funded Project/Plan	TIP ID	Local Match Contribution	
		Due no later than December 31, 2026	Due no later than December 31, 2027
CO 7 Transit Starter Service	2024-006	\$100,000	\$100,000



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Sarah Grant, Deputy Director - Transportation

Memo Subject:

IGA with Longmont for Regional E-Bike Share Pilot and Bicycle Transit Systems "BCycle" Vendor Contract

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to accept the grant funding and proceed with Phase 1 of the Regional E-Bike Share Pilot, then the following resolutions should be adopted:

- Resolution No. 2026-82 - An Intergovernmental Agreement (IGA) between the City and County of Broomfield and the City of Longmont to accept CAMP grant funding as a subrecipient of the Colorado Energy Office's Community Accelerated Mobility Program; and
- Resolution No. 2026-83 - A vendor contract between the City and County of Broomfield and Bicycle Transit Systems, Inc. ("BCycle") for Phase 1 implementation of the Regional E-Bike Share Pilot.

Summary

This item authorizes agreements with the City of Longmont and BCycle to implement Phase 1 of the Northwest Regional Electric Bike Share Pilot. Through a \$1.5 million Colorado Energy Office Community Accelerated Mobility Program (CAMP) grant, Broomfield will receive approximately \$189,000 in grant funding (with an \$11,347 local match) to deploy 15 e-bikes and 30 docking points as part of a coordinated regional bike share network.

The contract with BCycle establishes the terms for installing, operating, and maintaining the local bike share system, including customer service, equipment maintenance, and regional system coordination. The pilot is funded through 2028, with staff continuing to pursue long-term funding and evaluating system performance to inform future program expansion.

Financial Considerations

As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount. The project is currently proposed for funding as part of the 2026 Budget Amendment #2 approval process in October.

Sources and Uses of Funds	Amount
Regional E-Bike Share Pilot (26V0053) (20-70090-55600)	

October 13, 2026

IGA with Longmont for Regional E-Bike Share Pilot and Bicycle Transit Systems “BCycle” Vendor Contract

Prepared By: Allison Baxter, Senior Transportation Planner

Sources and Uses of Funds	Amount
CAMP Grant Funds (Reimbursement Revenues) (26V0053) (20-70090-55600)	\$189,473.68
City and County of Broomfield Local Match (26V0053) (20-70090-55600)	\$11,347.05
CIP Fund (26V0053) (20-70090-55600)	\$179.27
Bicycle Transit System (BCycle) Contract	-\$199,571.00
Projected Balance	\$1,429

Prior Council or Other Entity Actions

On [January 28, 2025](#) Council approved Resolution 2025-10 approving a Memorandum of Understanding Regarding a Multi-Jurisdictional and Regional Approach to Bikeshare in the Northwest Metro Region

Boards and Commissions Prior Actions and Recommendations

September 11, 2023 – Advisory Committee on Environmental Sustainability (ACES)

September 28, 2023 – Open Space and Trails Advisory Committee (OSTAC)

Both committees supported a regional, docked electric bike-share pilot.

Detailed Background

The memo from [January 28, 2025](#) provides a detailed background on the Regional Bike Share program and outreach conducted prior to the establishment of the MOU and CAMP Grant application.

The Regional E-Bike Share Pilot builds on the Memorandum of Understanding (MOU) approved by Council on January 28, 2025, which formalized Broomfield’s participation in a regional partnership to advance a coordinated, docked (station-based) electric bike share system. The initiative supports the City’s goals of expanding multimodal transportation options, improving first- and last-mile connections to transit, reducing greenhouse gas emissions, and increasing access to mobility options. The MOU was executed in partnership with the City of Longmont, Town of Superior, Boulder County, Town of Erie, City of Lafayette, City of Westminster, and City of Louisville.

As the MOU was being developed, Broomfield partnered with these jurisdictions to pursue funding through the Colorado Energy Office’s Community Accelerated Mobility Program (CAMP). The partnership was awarded \$1.5 million in grant funding in November 2024, with the City of Longmont serving as the primary grant recipient and project administrator. If approved, Broomfield will receive a portion of these funds as a subrecipient to implement the first phase of the pilot locally.

A competitive best-value procurement process led by the City of Longmont evaluated potential bike share operators based on experience, cost, system capabilities, and ability to deliver a cohesive regional network.

October 13, 2026

IGA with Longmont for Regional E-Bike Share Pilot and Bicycle Transit Systems “BCycle” Vendor Contract
Prepared By: Allison Baxter, Senior Transportation Planner

The City of Longmont led a process to develop the regional bikeshare RFP in 2025, and the RFP was published on November 12, 2025, and closed on December 2, 2025. BCycle was selected as the preferred regional vendor in February 2026 through this public process.

BCycle currently operates a successful docked bike share system in the City of Boulder, and its experience supporting interconnected systems and intuitive customer interface makes it well-positioned to provide a consistent user experience across participating jurisdictions. Using grant funding, BCycle proposes deploying 110 electric bicycles and 190 docks (15 electric bicycles and 30 docks in Broomfield specifically) as part of Phase 1 of the Regional Bike Share Pilot, with initial station locations selected based on connectivity to transit, community preferences, land use patterns, and anticipated ridership.

Project Details

Through the proposed Intergovernmental Agreement (IGA) with the City of Longmont, Broomfield will receive \$189,473.68 in CAMP grant funding and provide an \$11,347.05 local match to support Phase 1 implementation. The funding will cover initial implementation costs, including equipment, installation, and startup operations, and the IGA establishes the framework for grant compliance, reimbursement, and coordination among project partners. The pilot is funded through December 31, 2028, with the potential for Longmont to request a grant extension from the Colorado Energy Office if needed. Following the pilot period, staff will evaluate system performance, ridership, operating costs, and funding opportunities to determine recommendations for long-term continuation and potential expansion.

The proposed contract with BCycle establishes the terms for implementing and operating the docked bike share system in Broomfield as part of the larger regional network. Phase 1 includes deployment of a minimum of 15 electric-assist bicycles and 30 docking points at key locations. BCycle will be responsible for permitting, installation, operations, maintenance, customer service, data reporting, and meeting established performance expectations and service standards as described in the contract Scope of Work. The agreement aligns with the pilot period and includes provisions for regional coordination, potential extension, and future expansion.

The bike share system will use [class one](#) electric pedal-assist bicycles, with a maximum speed of 20 mph and modular docking stations designed for flexible installation and operation. The docking stations do not require an electrical connection, as the operator swaps removable batteries as needed. The docks are designed to be installed with minimal disturbance to surrounding areas and can generally be placed on existing paved surfaces, reducing the need for extensive construction or permanent infrastructure. More detailed information on equipment and program specifications can be found in Exhibit E of the vendor contract. The system's flexibility allows locations to be adjusted or expanded over time based on ridership, community needs, and available funding.

Specific station locations have not yet been identified; however, BCycle is working with RTD to establish a license agreement that would allow bike share stations at RTD transit stops and stations, supporting first- and last-mile connections to transit. Installation of bike share docking stations will also require a City and County of Broomfield Public/Private Improvement Permit (PPIP permit).

Staff recognizes that long-term funding beyond the pilot period remains a key consideration. Ongoing BCycle operating and maintenance costs for the initial 30 docking points are estimated at approximately \$30,000 annually. Staff will continue exploring external funding sources, sponsorship opportunities, and regional or local partnerships to support continued program operations beyond the grant period, while evaluating

October 13, 2026

IGA with Longmont for Regional E-Bike Share Pilot and Bicycle Transit Systems “BCycle” Vendor Contract

Prepared By: Allison Baxter, Senior Transportation Planner

system performance, ridership, actual operating costs, and opportunities to expand the number of bicycles and docking locations over time.

Recommendation

Staff recommends approval of the vendor contract with BCycle and the IGA with the City of Longmont to enable implementation of Phase 1 of the Regional E-Bike Share Pilot.

RESOLUTION NO. 2026-82

A resolution approving an Agreement with Bicycle Transit Systems, Inc. ("BCycle") for
Northwest Regional E-Bike Share Pilot

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

Section 1.

The Agreement by and between the City and County of Broomfield and Bicycle Transit Systems, Inc. for electric bike share equipment and operation services related to the Regional E-Bike Share Pilot, in the amount not to exceed \$199,571.00, is approved.

Section 2.

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

Section 3.

The City and County Manager or a designee thereof is authorized to amend the agreement and approve change orders in an aggregate amount not to exceed ten percent.

Section 4.

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

Approved on October 13, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

City and County Attorney

RESOLUTION NO. 2026-83

A resolution approving an Intergovernmental Agreement with City of Longmont designating CCOB a subrecipient of Colorado Energy Office Community Accelerated to Mobility Program (CAMP) grant funds

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

Section 1.

The Intergovernmental Agreement (IGA) between the City and County of Broomfield and the City of Longmont to designate Broomfield as a subrecipient of Colorado Energy Office Community Accelerated to Mobility Program (CAMP) grant funds in the amount of \$189,473.68 is approved.

Section 2.

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

Section 3.

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

Approved on October 13, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

INTERGOVERNMENTAL AGREEMENT
between the City of Longmont and City and County of Broomfield relating to the Regional
E-Bike Share Pilot Program

This Intergovernmental Agreement (“IGA”) is made and entered into this ____ day of _____, 2026 by and between the City of Longmont (“Longmont”) and City and County of Broomfield (“Broomfield”, each a “Party,” or collectively, the “Parties”).

RECITALS

WHEREAS, the Longmont and Broomfield previously entered into a Memorandum of Understanding regarding a Multi-Jurisdictional and Regional Approach to Bikeshare in the Northwest Metro Region with Boulder County, the Town of Erie, the City of Lafayette, the City of Louisville, the Town of Superior, and the City of Westminster (“MOU”) and contemplated the formation of a regional electric bicycle (“E-Bike”) share pilot program (the “Program”); as the MOU is largely complete, the Parties desire to replace this MOU with this IGA and separate IGAs between Longmont and each for the parties to the MOU continuing to participate in the Program; and

WHEREAS, in 2024, the City of Longmont along with its project partners as identified in the MOU were awarded a \$1.5 million grant from the Colorado Energy Office (“CEO”) through the Community Accelerated Mobility Program (“CAMP”); and

WHEREAS, the State of Colorado, through the Community Access Enterprise (“CAE”) and in partnership with the CEO, entered into a grant agreement with the City of Longmont to provide the \$1.5 million in funding to develop the Program (the “Grant”); and

WHEREAS, the scope of the Grant is to implement a regional E-Bike share pilot program designed to enhance connectivity, address community needs, create first and last mile connections and promote affordable, sustainable transportation across the City of Longmont and its partners which include Boulder County, Broomfield, City of Lafayette, Town of Superior, and City of Westminster or any subset thereof; and

WHEREAS, the Grant from CEO was fully executed in March 2025 and the period of the Grant award expires on December 31, 2028; and

WHEREAS, as part of the Grant, Longmont will act as the lead entity (“Lead Entity”) and work in collaboration with Boulder County, Broomfield, City of Lafayette, Town of Superior, and City of Westminster or any subset thereof (each a “Partner,” or collectively, the

“Partners”) to develop and manage the Program, including contracting with each of the Partners; and

WHEREAS, in late 2025 Longmont completed a competitive solicitation through a collaborative best value Request for Proposal process to select a bikeshare contractor to provide the services and support needed to implement a regional E-Bike share pilot program; and

WHEREAS, BCycle was the best value contractor selected from the process by the Partners. BCycle will be responsible for providing capital infrastructure including e-bikes, docks and charging infrastructure, and will be responsible for daily operations and maintenance and customer service; and

WHEREAS, each Partner may desire for BCycle, as the bikeshare Program contractor, to provide other services to the jurisdiction, as such it is contemplated that each Partner will enter into a separate contract with BCycle for services; and

WHEREAS, the Parties desire to execute this IGA in furtherance of the Program and clarify the duties, responsibilities and agreements between the Parties.

AGREEMENT

In consideration of the Recitals, mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PROGRAM PARTICIPATION

1. The Parties shall collectively participate in the Program as described in this IGA. The Grant funds shall be solely used to implement the Program.

II. LEAD ENTITY RESPONSIBILITIES.

1. **Responsibilities - Grant Administration.** The Parties acknowledge and agree that CEO only entered into one Grant with the City of Longmont and declined to administer the grant in smaller amounts to each jurisdiction. As a result, in furtherance of the Grant, the City of Longmont will be responsible for the Program reporting requirements to the State of Colorado as outlined in the Grant, including submitting monthly progress reports and meetings, monthly invoices for grant funding, receiving any grant funding, and for reimbursements of grant funding to the Partners.

In addition, the City of Longmont will contract with Commuting Solutions as a consultant for the Program, in order to help provide marketing and communication plans, community engagement

strategies, and project implementation and administrative support services as contemplated by the Grant. As provided in the Grant, \$150,000 of the Program budget will go towards project implementation support and an additional \$150,000 will go towards marketing and communications. As provided in Exhibit A, the Partners agreed to split the local marketing match requirement of \$7,500.

2. **Bikeshare Contractor Coordination Responsibilities.** The City of Longmont will contract with BCycle in order to develop a draft plan for the system that includes the number of stations and E-Bikes for each community in furtherance of the Program. The City of Longmont will work collaboratively with the Partners and BCycle to ensure that the number of stations and the number of bikes is the appropriate amount based on budget and system capacity. BCycle will be responsible for providing E-Bikes, station and charging infrastructure, and associated smartphone application, payment methods, and website, which costs are reimbursable costs under the Grant.

III. PARTNER RESPONSIBILITIES.

1. **Responsibilities - Bikeshare Contractor.** Each Partner will contract directly with BCycle to identify and contract for the specific station locations, number of stations, and number of E-Bikes for each community and in furtherance of the Program. The Partners will work collaboratively with the City of Longmont and BCycle to ensure that the number of stations and the number of bikes is the appropriate amount based on budget and system capacity. Each of the Partners will enter into separate contracts with BCycle and the Partners will be allocated the portions of the Grant as indicated on Exhibit A to offset the costs of the Program, subject to any other requirements of this Agreement. Each Partner may, in their sole and absolute discretion, provide additional funding to BCycle for additional services outside of the Grant funding and will be required to fund the local match as indicated on Exhibit A.

2. **Responsibilities - Grant Administration.** The Partners will be responsible for documenting and reporting any allowable Program expenses to the City of Longmont and/or its consultant, Commuting Solutions. The general responsibilities and scope of work for the City's contractor, Commuting Solutions, are outlined in Exhibit B. Allowable expenses include those expenses incurred by BCycle on behalf of the Partner community and reasonably related to the Program. Partners shall submit monthly reports and invoices, on templates reasonably provided by the City of Longmont, to the City of Longmont as part of any request for Grant reimbursement. The City of Longmont will reimburse the Partners for allowable Program expenses within thirty (30) days of receipt of complete reports and invoices. Partners reimbursement of allowable Program expenses is contingent on acceptance and reimbursement by the State as part of the Grant.

Other cooperative responsibilities and expectations of the Parties are outlined in Exhibit C.

IV. FUNDING AND E-BIKE ALLOCATIONS

1. Bike Allocation. BCycle in their proposal for operation of the Program has proposed a regional system initial rollout with a total of 110 e-bikes and 190 docks across the Partner communities for the duration of the Grant period. While subject to change based on Partner involvement or other conditions, the following initial bike allocation is agreed upon by the Parties (the “Bike Allocation”):
 - a. The City of Longmont will have 30 e-bikes and 60 docks;
 - b. Boulder County will have 10 e-bikes and 18 docks;
 - c. Broomfield will have 15 e-bikes and 30 docks;
 - d. City of Lafayette will have 15 e-bikes and 20 docks;
 - e. Town of Superior will have 20 e-bikes and 38 docks, and
 - f. The City of Westminster will have 12 e-bikes and 24 docks.

The rollout is intended to be a phased approach, with Partners launching their individual systems at different times based on readiness and community needs. It is intended that all Partners will have launched their systems by the time the grant period has ended. The Parties agree that changes to the Bike Allocations may be administratively changed by the Parties upon mutual agreement of the Parties and approval of the City or Town Manager, County Manager, or City and County Manager of each Party.

2. Funding Allocation. As part of the Grant and Program, the Parties acknowledge a total local funding match in the amount of \$78,948.00 is required. The Parties agree that the funding allocation amongst each Partner will be based on the total number of docks per municipality as provided in Exhibit A, Figure 1. The Parties agree to document their respective match contributions for the Program, and to report that information to the City of Longmont on a monthly basis.
3. Revisions to Allocations Section. The Parties agree that changes to the Bike Allocations or the Funding Allocations may be administratively changed by the Parties upon mutual agreement of the Parties and approval of the City Manager of Longmont and the City and County Manager of Broomfield.

V. **ADDITIONAL TERMS AND CONDITIONS.**

1. **Term**. The term of this IGA commences on full execution of the IGA by the Parties, and shall expire on December 31, 2028, or until all of the reimbursements and Grant reporting requirements have been completed .
2. **Termination**. A Party may terminate this IGA if: (i) the other Party is in material breach of this IGA and fails to correct such material breach within thirty (30) days after written notice; or (ii) a Party provides ninety (90) days written notice of its decision to no longer participate in the Program.

3. **Modification.** This IGA may be amended only on the mutual written agreement by the Parties.

4. **Assignment.** This IGA shall not be assigned by a Party without the express written consent of the other Party. The IGA shall be binding upon any successors and assigns of the Parties.

5. **Notices.** Any notices required as part of this IGA shall be sent to the following:

City of Longmont

City Manager's Office

350 Kimbark Street, Longmont, CO 80501

City and County of Broomfield

One Descombes Drive, Broomfield, CO 80020

6. **Choice of Law.** The laws of the State of Colorado shall govern the interpretation and enforcement of this IGA.

7. **Compliance with Law.** The Parties shall comply with all applicable federal, state, and local laws and regulations.

8. **Financial Obligations of the Parties.** Each Party's financial obligations under this IGA are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this IGA constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of any Party, or a payment guarantee by any Party.

9. **Indemnification.** Each Party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this IGA. It is agreed that such liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, the Parties do not waive nor intend to waive the limitations on liability which are provided to the parties under the Colorado Governmental Immunity Act § 24-10-101, *et seq.*, C.R.S., as amended.

10. **Waiver of Breach.** Any waiver of a breach of this IGA shall not be held to be a waiver of any other or subsequent breach of this IGA. All remedies afforded in this IGA shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

11. **Severability.** If any provision of this IGA is found to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. **No Third Party Beneficiaries.** The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of this IGA, and no other person or entity is so intended.

13. **Not Agent or Representative.** None of the Parties are an agent or representative of any other Party and shall have no authority under this IGA to make representations or commitments, verbal or written, on behalf of another Party without that Party's express consent.

14. **Counterparts.** This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement.

EXECUTED as of the date first set forth above.

CITY OF LONGMONT

_____ Date: _____

ATTEST:

APPROVED AS TO FORM:

City Attorney

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

_____ Date: _____
Guyleen Castriotta, Mayor

ATTEST:

APPROVED AS TO FORM:

City and County Clerk

City and County Attorney

EXHIBIT A

Community Accelerated Mobility Program (CAMP) Grant Funding Allocation

The total budget from the bikeshare contractor for the Program system in the 3-year grant period is \$1,278,900. Each Partner community will be contributing the following amount in local match dollars for the 3 year grant period as shown in Figure 1: Longmont (31.58%); Boulder County (9.47%); City of Lafayette (10.53%); City and County of Broomfield (15.79%); City of Westminster (12.63%); and Town of Superior (20.00%). While the program operates under one proposal, the City of Longmont, Boulder County, City of Lafayette, City and County of Broomfield, City of Westminster, and Town of Superior will hold individual contracts with the bikeshare contractor for their respective portion of the system and funding contributions.

Figure 1: Funding allocation per municipality

Organization	Percent of Dock System	Grant Funding Allocation	Capital Local Match Allocation	Equal Marketing Match Allocation	Total Local Match Allocation
City of Longmont	31.58%	\$378,947.37	\$20,194.11	\$1,250.00	\$21,444.11
Boulder County	9.47%	\$113,684.21	\$6,058.23	\$1,250.00	\$7,308.23
City of Lafayette	10.53%	\$126,315.79	\$6,731.37	\$1,250.00	\$7,981.37
City and County of Broomfield	15.79%	\$189,473.68	\$10,097.05	\$1,250.00	\$11,347.05
City of Westminster	12.63%	\$151,578.95	\$8,077.64	\$1,250.00	\$9,327.64
Town of Superior	20.0%	\$240,000.00	\$12,789.60	\$1,250.00	\$14,039.60
Total E-Bike Docking Stations	100%				
Total Municipal Grant Funds	-	\$1,200,000			
Total Municipal Match Funds	-	-	\$63,948.00		
Total Marketing Match Funds	-	-	-	\$7,500	
Total Local Match	-	-	-	-	\$78,948.00

Municipal Partner Grant Funding Subtotal	\$1,278,948		
Commuting Solutions: Total Marketing & Grant Support Subtotal	\$300,000		
Total Project Funds	\$1,578,948		

EXHIBIT B

Commuting Solutions Scope of Work

Program Time Frame: Execution of the contract - December 2028

Scope of Work Total: Estimated \$300,000

Brief Scope of Work Description

The City of Longmont will contract with Commuting Solutions who will assist City of Longmont staff in the overall implementation of the Grant and Program. As provided in the Grant, \$150,000 of the project budget will go towards project implementation support and an additional \$150,000 will go towards marketing and communications.

1. Project Implementation Support (\$150,000)

Commuting Solutions will assist the City of Longmont with the overall implementation of the grant, including the partner engagement process, scheduling meetings, grant administration and budget support and any other grant implementation support deemed necessary by Longmont and local agencies to assist with successful regional implementation.

2. Coordinate Monthly Grant Invoice Documentation

As a part of project implementation support, Commuting Solutions will work with jurisdictions to track grant-related expenses, create and submitting monthly invoice documents in a timely manner to expedite the City of Longmont's monthly submittal.

3. Community Engagement Plan Development and Coordination

As a part of project implementation support, Commuting Solutions will coordinate with project partners to design a community engagement plans to include English and Spanish provided translation. Partners will ensure there are multiple opportunities for the community to engage in the project implementation.

4. Business and Community Outreach

Commuting Solutions will prepare a summary of regional and local events as well as a database of key employers, chambers of commerce in which to educate about the bike share program. The project team will work with the bike share vendor to define opportunities to provide e-bike demonstrations for the public and employees to try the bikes. These efforts will enable the public to experience how to use kiosks, navigate the mobile application, or other learning activities.

5. Marketing Communications Strategy and Implementation (\$150,000)

Commuting Solutions will create a marketing communications plan to utilize the “Marketing and Communications” budget (\$150,000) that includes regional and local and a phased implementation of the bike share program. This includes, but is not limited to, the creation of a program brand identity, a partner toolkit, print materials created in English and Spanish languages, event marketing, create a paid advertising media buy, social media, public relations, etc.

Estimated Scope of Work Schedule

Year	2024	2025				2026				2027			
Key Milestones and Activities	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Project Implementation Support													
Coordinate Monthly Invoice and Documentation													
Community Engagement Plan and Implementation													
Marketing Communications Plan and Implementation													
Business and Community Outreach													

Year	2028			
Key Milestones and Activities	Q1	Q2	Q3	Q4
Project Implementation Support				
Coordinate Monthly Invoice and Documentation				
Community Engagement Plan and Implementation				
Marketing Communications Plan and Implementation				
Business and Community Outreach				
After Action Report, Debrief, and Lessons Learned				

EXHIBIT C

Cooperative Responsibilities and Expectations of the Parties

In order to receive reimbursement by the City of Longmont for Grant funding in a timely manner, the Partners must provide a monthly report and invoice with proof of payment to Commuting Solutions and the City of Longmont 10 business days prior to the CEO report due date. The Partners can expect to receive reimbursement from the City of Longmont for allowable Program expenses within 30 days of providing a full and accurate report and invoice. Included in the report shall be:

- Monthly report elements:
 - a. Report is filled out on the template provided by the City of Longmont with details of the work accomplished by the bikeshare vendor and the municipality within the invoice period.
 - b. Document is titled in the naming convention provided by the City of Longmont: “MunicipalName_Year.Month_CAMPReport”
 - i. Ex. Longmont_2026.03_CAMPReport
 - c. Invoice is attached to report.
- Invoice elements:
 - a. Vendor invoice
 - b. Proof of payment to the vendor
 - c. Municipality’s remit address
 - d. City of Longmont PO or Contract #
 - e. Municipality’s invoice number
 - f. Dates of service
 - g. Description of services

Note: the invoice should be billed to the City of Longmont and not an individual.

The expected sequence of Program contracting, reporting, and reimbursement is as follows:

- City of Longmont contracts with the bike share contractor.
- City of Longmont executes IGAs with the Partner jurisdictions for the bike share capital and operations funding designated for their community.
- Partners individually contract with bike share contractor.
- Partners are responsible for paying the bike share contractor for allowable Program expenses incurred related to their community.
- Partners submit required monthly reporting and invoices to Commuting Solutions. Commuting Solutions will track Program expenses against the Grant and IGA to ensure expenses are allowable.
- Partners submit required monthly reporting and invoices for allowable Program expenses to the City of Longmont for reimbursement.

- City of Longmont reimburses the Partners for allowable Program expenses within thirty (30) days of receipt of complete reports and invoices.
- City of Longmont submits monthly reporting and/or invoices to CEO as outlined in the Grant and receives reimbursement.
- Repeat steps 5,6,7,8 on a monthly basis until the end of the grant period, December 31, 2028.

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND BICYCLE TRANSIT
SYSTEMS, INC. FOR THE NORTHWEST REGIONAL E-BIKE SHARE PILOT

1. PARTIES. The parties to this Agreement for Northwest Regional E-Bike Share Pilot (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Bicycle Transit Systems, Inc., a Delaware corporation (the “Contractor” or “BCycle”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City is seeking to purchase a turn-key, docked, e-bike share program as relates to the larger Northwest Regional E-Bike Share Pilot.
 - 2.2. The City in collaboration of the communities of Boulder County, Town of Erie, City of Lafayette, City of Longmont, City of Louisville, Town of Superior, and City of Westminster (the “Local Partners”), entered into a Memorandum of Understanding regarding a multi-jurisdictional and regional approach to a bikeshare program in the northwest metro area region on or about January 28, 2025 (the “MOU”).
 - 2.3. Additionally, the City of Longmont, on behalf of the Local Partners, accepted a grant from the Community Access Enterprise division of the Colorado Energy Office for \$1,500,000 (the “Grant”) in funding to develop and manage the implementation of a Community Accelerated Mobility Project.
 - 2.4. The City of Longmont completed a competitive selection process by formal solicitation RFP-425058 Northwest Regional E-Bike Share Pilot issued on or about November 12, 2025, on behalf of the northwest regional partnership as contemplated by the MOU and the Grant.
 - 2.5. The Contractor’s response to the above-referenced solicitation was determined to be of best value to the City and its partners for the procurement of the services requested.
 - 2.6. The City and the Contractor, therefore, desire to enter into an Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Term. The initial term of this Agreement shall commence upon the full execution of this Agreement and extend and be effective through December 31, 2028 (the “Initial Term”), unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be renewed for an additional three successive one-year terms after the Initial Term upon the same terms and conditions by written amendment executed by both Parties. Such renewal shall be a prerogative of the City and not a right of the Contractor and is subject to annual budget and appropriation determinations by the City. Upon expiration of the Agreement, the Contractor shall remove all electric

bicycles, docking stations and other equipment from City property at no cost to the City.

- 3.2. Scope. The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Scope of Work attached hereto as Exhibit A and incorporated by this reference and the Contract Documents identified below (the “Work”). Based on the execution date of this Agreement, the Contractor shall use commercially reasonable efforts to deploy 15 electric bicycles and 30 docking stations on or before March 31, 2027.

- 3.2.1. The Contract Documents shall consist of the following:

- 3.2.1.1. This Agreement;
- 3.2.1.2. The Scope of Work attached hereto as Exhibit A;
- 3.2.1.3. The Contractor’s Price Schedule, attached hereto as Exhibit B;
- 3.2.1.4. The Insurance Requirements attached hereto as Exhibit C;
- 3.2.1.5. The Community Accelerated Mobility Project (CAMP) Grant Agreement attached hereto as Exhibit D;
- 3.2.1.6. The Final Clarification Presentation Document for RFP 425058 on February 5, 2026, attached hereto as Exhibit E;
- 3.2.1.7. Any change orders and contract amendments, as applicable; and

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto and shall form an integral part of this Contract. If there is any conflict between this Agreement and the other Contract Documents, this Agreement shall control.

- 3.3. Price. The City shall pay the Contractor for goods and services set forth in the Scope of Work in accordance with the amount or amounts shown in the Pricing Schedules attached as Exhibit B and incorporated by this reference. Total payments under this Agreement shall not exceed \$199,571.00 for the entire Initial Term of the Agreement.

- 3.4. Payment. The Contractor will timely issue invoices for products and/or services delivered or rendered pursuant to this Agreement. Unless a different payment schedule is specified in this Agreement, timely issuance of invoices is considered within thirty (30) days after the end of the month when services are rendered. Failure to submit invoices for timely payment may result in nonpayment.

- 3.4.1. Detailed invoices for such Work shall include (a) date on which Work was provided, (b) details of the Work provided, (c) and include the purchase order number. Invoices shall be paid within thirty (30) days of approval by the City representative.

- 3.4.2. The City will notify the Contractor of any dispute with respect to an invoice in writing. Both Parties will use best efforts to resolve any dispute within 180 days. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Agreement or other contracts between the City and the Contractor.
- 3.4.3. Invoicing for Purchase Orders shall be submitted to a centralized Accounts Payable Department at apinvoices@broomfield.org.
4. **NOTICE AND AUTHORIZED REPRESENTATIVES.** Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the City requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The City must approve a substitute Contractor Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:
- 4.1. The City designates the Deputy Director of Community Development - Transportation, Sarah Grant, as the authorized representative of the City under this Agreement. Email address is sggrant@broomfield.org or transportation@broomfield.org.
- 4.2. The Contractor designates Kevin Crouse as the authorized representative of the Contractor under this Agreement. Email address is kcrouse@revolutionbts.com.
- If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.
5. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
6. **INDEMNIFICATION.** The Contractor expressly agrees to indemnify, defend and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the Contractor.

7. INSURANCE. To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Proof of insurance meeting the requirements in this Insurance section shall not be deemed to limit or define obligations of the Contractor as provided elsewhere in this Agreement, and the Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
 - 7.1. Extraordinary Loss Events. In the event of an Extraordinary Loss Event as defined in Exhibit E (approximately page 46 of this Agreement), the Contractor shall be responsible for promptly pursuing insurance claims for damages due to Extraordinary Loss Events. The Contractor shall diligently pursue such claims in a reasonable manner to obtain replacement equipment as permitted by the insurance coverage. To the extent any losses are recovered from a third party, those funds shall be used to offset the amounts due under this Agreement, to replace the equipment described in this Agreement, or to reimburse CCOB for payments previously made to replace such equipment, as applicable.
8. DEFAULT. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the work on schedule, or to complete the work in a timely and satisfactory manner, the City may terminate this Agreement and the Contractor's right to proceed hereunder. If the City terminates this Agreement under this paragraph, the Contractor may, at the option of the City, be required to cease any or all work provided for under this Agreement and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform.
9. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.
10. PROTECTION OF PROPERTY. All City property, including but not limited to, existing structures, utilities, services, roads, trees, shrubbery, walls, or flooring, shall be protected against damage or interrupted services at all times by the Contractor while performing services pursuant to this Agreement. The Contractor shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Contractor's work to the satisfaction of the City

within two (2) weeks of the notification of such damage, which may be extended with written approval of the City.

11. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
12. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
13. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
14. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced exhibits the former shall supersede.
15. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
16. SEVERABILITY. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
17. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
18. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
19. DOCUMENTS.
 - 19.1. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically

for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.

- 19.2. The City uses Google Workspace (formerly G-Suite), including Google Docs, Sheets and Slides as its management system for City documents and collaboration. The Contractor shall produce all word processed documents, spreadsheets, and slide decks developed for the City under this Agreement using Google Workspace formats, unless otherwise indicated in this Agreement or expressly authorized in writing by the City Representative. No funding or extension on deadlines shall be provided to the Contractor to convert documentation from Microsoft or other format files into Google Workspace formats (i.e. Google Docs and Sheets) or back to the initial format, unless expressly authorized in writing by the City Representative.
20. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
21. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
22. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
23. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
24. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
25. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

26. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
27. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
28. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
29. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
30. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.
31. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
32. TERMINATION. The City reserves the right to terminate this Agreement, in whole or in part, with or without cause by written thirty (30) day notice to the Contractor. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to final termination and satisfactorily performed, including noncancelable purchase commitments if made prior to the notice of termination. In the event of termination, the Contractor shall continue to provide the required services pursuant to this Agreement until the termination date. On or within a reasonable period of time after the termination date, the Contractor shall remove all electric

bicycles, docking stations and other equipment from City property and return the property substantially the condition prior to the installation subject to reasonable wear and tear. All holes and damages to City property as a result of Contractor's services shall be repaired to prevent future water intrusion. If the City elects to terminate this Agreement without cause, the City shall pay the Contractor \$3,000 upon termination to facilitate the removal of the Contractor's electric bicycles, docking stations and other equipment.

33. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
34. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
35. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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This Agreement is executed by the Parties hereto in their respective names as of _____, 20____.

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

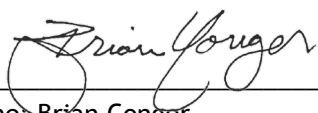
Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

Bicycle Transit Systems, Inc., a Delaware corporation

By: 

Name: Brian Conger
Title: Chief Business Officer
Address: 2800 South 20th Street, Unit 6A, 1st Floor,
Philadelphia, PA 19145

EXHIBIT A
SCOPE OF WORK

PURPOSE

BCycle will provide for the deployment, operation, and maintenance of a docked electric bikeshare system within the City and County of Broomfield (“City”), as part of the Northwest Regional Bikeshare Pilot.

The system is intended to:

- A. Enhance first- and last-mile connectivity
- B. Expand multimodal transportation options
- C. Reduce greenhouse gas emissions
- D. Improve equitable access to mobility services

1. SCOPE OF SERVICES

1.1 Project Management and Coordination

BCycle shall conduct a kickoff meeting with the City and County of Broomfield’s project team to officially launch the project and will be available for regular coordination meetings in addition to regional coordination meetings. Initially, the Parties anticipate bi-weekly meetings, while the system is deployed. Once the bikes are deployed the Parties will meet at least monthly to coordinate on any open items or operational issues.

1.2 Station Siting and System Deployment

BCycle shall furnish all labor, materials, equipment, and services necessary to deploy the bikeshare system, including:

- A. Procurement and delivery of electric bicycles (e-bikes);
- B. Installation of docking stations and related infrastructure;
- C. Deployment of battery charging systems; and
- D. System testing, commissioning, and launch.

BCycle shall coordinate with the City and other applicable agencies (e.g., RTD, CDOT) on station siting, permitting, and installation logistics, and shall comply with all applicable standards and requirements for work within the respective jurisdictional right-of-way. [Broomfield Standards and Specifications](#) Section 151.00 outlines the types of work that require a permit. Installation of equipment within the City and County of Broomfield right-of-way shall require issuance of a [Public Private Improvement Permit](#) (PPIP). If locations are in a Broomfield park or on private property, Broomfield may require an Administrative Modification application, depending on the site-specific zoning. Building permits are required for any electrical work, if needed.

Station siting shall be planned in coordination with the City to support equitable access to the system, including consideration of:

- E. Placement of stations in lower-income and historically underserved areas;
- F. Proximity to transit stops, affordable housing, and community services; and
- G. Geographic distribution to reduce gaps in access across the City.

The City Representative shall have final decision making authority on the placement of stations within the City. BCycle shall provide a minimum of [3-5] unique station locations with docks in the City and County of Broomfield (each a “station”).

1.2 Docking Station Installation and Site Restoration

BCycle shall be responsible for the proper installation of all docking stations and associated infrastructure. Installation activities shall:

- A. Be performed in accordance with manufacturer specifications and City requirements;
- B. Minimize disruption to existing public infrastructure, including sidewalks, pavement, landscaping, irrigation systems, and utilities; and
- C. Maintain safe and accessible conditions for pedestrians, bicyclists, and vehicular traffic during installation.

BCycle shall be responsible for any damage to City infrastructure resulting from installation activities. At no cost to the City, BCycle shall:

- D. Repair or replace any damaged infrastructure to equal or better condition to the satisfaction of the City within two (2) weeks of the notification of such damage;
- E. Restore affected areas, including pavement, concrete, landscaping, and striping; and
- F. Remove all construction debris, excess materials, and equipment upon completion of installation.

On a daily basis during installation, all installation sites shall be left in a clean, safe, and fully restored condition acceptable to the City.

Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. The Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities, the City and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved.

1.3 Equipment & System Specifications

BCycle shall provide:

- A. A docked bikeshare system utilizing modular docking stations;
- B. Electric-assist bicycles with swappable batteries; and
- C. Hardware and software necessary to support system operations.

All equipment shall meet applicable safety and industry standards.

1.4 Operations & Management

BCycle shall be responsible for comprehensive system operations, including:

- A. Daily monitoring and management of system performance;
- B. Bicycle redistribution and balancing across docking stations in Broomfield to maintain adequate bicycle availability;
- C. Field operations and logistics coordination; and
- D. Warehouse operations and inventory management.

BCycle shall maintain sufficient staffing and resources to ensure reliable system performance and ensure that at least 12 of the bikes allocated to Broomfield are within the Broomfield city limits at any given time.

BCycle will promptly respond to City and County of Broomfield requests to remove nuisance bicycles. BCycle will provide, at a minimum, a phone number and email through which City and County of Broomfield residents and businesses can report abandoned bicycles, bicycles blocking the public right-of-way, or other nuisance issues. BCycle shall respond and resolve the reported issue ideally within 24 hours and no more than 48 hours.

Customer Service Hours:

- Phone Support: Monday- Friday 8 a.m. to 9 p.m.
- Text and email support: 7 days per week 8 a.m. to 9 p.m.

BCycle will promptly notify CCOB in writing of any proposed reduction or change in customer service hours noted above.

Service Level Agreement: BCycle shall provide and regularly maintain a minimum of 12 electric bicycles consistently available for use at the 30 docks located within the City and County of Broomfield to support the Local Partners regional bike share program. The Parties acknowledge and agree that customers will relocate bikes so the obligation to maintain 15 bikes at the 30 docks within the City and County of Broomfield is on average over any given calendar week. BCycle shall move bicycles between stations and zones to ensure docking stations are rebalanced in a timely manner, usually within 48 hours, to maintain a balanced system. In the event City staff has concerns about the operation of the regional bike program within the City and County of Broomfield, City staff shall request a meeting with BCycle, which meeting shall be arranged promptly, and the Parties will work cooperatively and in good faith to address the issues.

1.5 Maintenance & Repair

BCycle shall:

- A. Perform routine, preventative, and corrective maintenance;
- B. Inspect bicycles and stations on a regular basis;
- C. Repair or replace damaged or worn components;
- D. Maintain spare inventory to ensure system availability; and
- E. Perform minor snow removal operations adjacent to docking stations, at BCycle's discretion, to facilitate safe bike access and minimize icing.

Maintenance activities shall be conducted in accordance with industry best practices.

1.6 Customer Experience & Technology

BCycle shall provide and maintain a user-facing technology platform that includes:

- A. A mobile application for trip planning, bike access, and payment;
- B. Real-time system information (bike and dock availability);
- C. Account management and pass purchase functionality; and
- D. Integration with regional mobility platforms via industry-standard data feeds.

The bikeshare system shall be compatible with and capable of integrating data into the Ride Report software platform utilized by the City, including provision of necessary data feeds and coordination with the City and third-party providers to ensure successful integration.

The system shall support multiple payment methods and provide accessible options for unbanked customers or customers without smartphones.

1.7 Customer Service and Pricing

BCycle shall provide customer support services, including:

- A. Phone, email, and text-based customer assistance;
- B. Support available seven (7) days per week;
- C. Bilingual service (English and Spanish);
- D. Timely resolution of customer issues and inquiries; and
- E. Pricing structure as outlined in Exhibit B.

BCycle shall provide subsidized pass options for income-qualified customers that request reduced pass pricing.

1.8 Safety & Compliance

BCycle shall:

- A. Comply with all applicable federal, state, and local regulations;

- B. Maintain safety protocols for bicycles, batteries, and stations;
- C. Implement procedures for weather events, emergencies, and service disruptions; and
- D. Notify North Metro Fire and Broomfield Police Department of the locations in the City and County of Broomfield and any changes to the locations where electric bicycles and batteries are being warehoused, stored and charged for safety and emergency response purposes.

1.9 Data Sharing & Reporting

BCycle shall:

- A. Provide system data in standard formats (e.g., GBFS, MDS);
- B. Share performance metrics with the City on a quarterly basis;
- C. Submit quarterly reports including ridership, maintenance, and system performance;
- D. Coordinate with the City to support integration with Ride Report and other mobility analytics platforms; and
- E. Participate in monthly coordination meetings.

1.10 Regional Coordination

BCycle shall:

- A. Coordinate with the City and regional partners to ensure a cohesive bikeshare system;
- B. Support consistent branding, pricing, and user experience across jurisdictions; and
- C. Participate in regional planning and system expansion discussions.

1.11 System Expansion and Sponsorships

BCycle will work with the City to identify potential sponsors or funding streams to support the expansion of the system and ongoing operations. BCycle will also work with Broomfield Housing Alliance and the City and County of Broomfield Housing Division to identify potential locations where docks could be located at income-aligned housing developments.

2. CITY RESPONSIBILITIES

The City shall:

- A. Review and approve station locations;
- B. Facilitate permitting and right-of-way access;
- C. Support outreach and community engagement efforts; and
- D. Coordinate with regional partners and funding agencies.

3. SCHEDULE

BCycle shall:

- A. Provide system deployment and services in accordance with the agreed-upon schedule and terms as outlined in the CAMP Grant Agreement a copy of which is attached hereto as Exhibit D and the Final Clarification Presentation Document for RFP 425058 on February 5, 2026, attached hereto as Exhibit E;
- B. Provide ongoing services throughout the contract term.

EXHIBIT B
PRICE SCHEDULE

	Cost Per	Number of Units	
BCycle electric bike	\$2,805.00	17 (15 in-service bikes, 2 spares)	\$47,685.00
BCycle additional battery	\$455.00	9	\$4,095.00
Grid dock	\$2,200.00	30	\$66,000.00
		Initial Capital Cost	\$117,780.00

Operations and Maintenance Costs

In addition to the costs of the equipment described above, the City shall pay to the Contractor an annual operations and maintenance fee of \$925 per dock, per year, payable in monthly installments beginning the first day bicycles are available for public use (fees will be prorated if not commencing on the first of the month).

To the extent the BCycle regional bicycle system is not publicly accessible to the Local Partners due to an Extraordinary Loss Event or any other reason for more than 15 days, the operations and maintenance fee shall abate (stop) during the time the system is out of service. Once the system is back in operation the operation and maintenance expenses may resume in accordance with the Agreement, and shall be prorated based on the number of days the system was out of service after the initial 15 days.

There shall be no increase in the Operations and Maintenance Costs to the City during the Initial Term or through December 31, 2028. Thereafter, if the City elects to renew, the per-bike operations and maintenance cost may increase by the lesser of 2.5% or the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley area, based on the most recent non-seasonally adjusted data available with each year of operation.

Note:

At all times during the term of this Agreement, the Contractor shall retain ownership and title to all of the bicycles and equipment described in this Agreement.

CUSTOMER ACCESS PRICING

The Contractor shall ensure consistent pricing for services to riders throughout the northwest region. Current pricing is as follows at time of execution of the Agreement:

- Single Ride: \$7.63 - includes unlock a bike and ride up to 30 minutes, keep riding for an extra \$7.63 (including tax) per 30 minutes.
- Guest Pass: \$18.60 - includes unlock a bike as many times as you want within 24 hours, and ride up to 30 minutes with each unlock, keep riding for an extra \$7.63 (including tax) per 30 minutes for rides over 30 minutes.
- Monthly Pass: \$32.71 - includes unlock a bike as many times as you want within the month 24/7, and ride up to 60 minutes with each unlock, keep riding for an extra \$7.63 (including tax) per 30 minutes for rides over 60 minutes.
- Annual Pass: \$163.57 - includes unlock a bike as many times as you want within the year 24/7, and ride up to 60 minutes with each unlock, keep riding for an extra \$7.63 (including tax) per 30 minutes for rides over 60 minutes.

The Contractor shall provide the City with at least 45 days prior written notice of a proposed rate changes, excluding changes as a result of sales tax or other similar changes as a result of applicable law. The Contractor shall provide notification to all active monthly and annual passholder Customers of the rate increase at least 30 days prior to such change.

EXHIBIT C

City and County of Broomfield Insurance Requirements

Including General Liability, Automobile, and Workers' Compensation

General Requirements (Version dated December 2024)

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

13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

14. Insurance Requirements

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

Commercial General Liability

Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. For contracts involving vendor/contractor contact with minors or at risk adults, Sexual Abuse and Misconduct Coverage should be included in the coverage requirements and listed on the certificate.

Minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project aggregate for construction contracts)
- \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)

Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos).

Minimum limits:

- \$1,000,000 each accident combined single limit
- If hazardous materials are transported, an MCS 90 form shall be included on the policy

Workers' Compensation

Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act and when such contractor or subcontractor provides an appropriate sole proprietor letter.

Employer's Liability with minimum limits:

- \$100,000 Each Accident
- \$100,000 Each Employee by Disease
- \$500,000 Disease Aggregate

Deviations

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

Certificate Holder/Certificate of Insurance (COI)

On all Certificates of Insurance the following shall be named an Additional Insured and included on the Certificate provided:

The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability, Excess Liability, and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.

City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020-2495
certificates@broomfield.org



RISK MANAGEMENT

One DesCombes Drive • Broomfield, CO 80020 • 303-438-6357 • Broomfield.org

Dear Valued Business Partner,

The City and County of Broomfield (CCOB) is pleased to announce that we have established a new business relationship with the insurance professionals known as Business Credentialing Services, Inc. ("BCS"). Effective June 1, 2026, BCS will be serving as our primary Certificate of Insurance (COI) tracking partner to verify that you are satisfying the insurance requirements outlined in the agreement between you and CCOB. Utilizing BCS to provide proof of your required insurance will be *mandatory* for all vendors in contract with the City and County of Broomfield. BCS is a leading Certificate of Insurance tracking company. Click [here](#) for a brief overview of how vendor insurance compliance works. Paired with BCS' insurance expertise, BCS will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and CCOB.

What is Business Credentialing Services, Inc. ("BCS")?

- BCS is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with the City and County of Broomfield.
- BCS will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How does this affect you?

- You will no longer provide a Certificate of Insurance directly to CCOB. All certificates going forward will be provided to BCS directly through you or your insurance agent by using the BCS Portal.
- When a renewal certificate is needed, BCS will reach out directly to you or your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to the City and County of Broomfield through BCS and you or your broker will be required to update your insurance obligations accordingly and provide BCS with the necessary information for compliance. If you change insurance agents, you are required to contact BCS with the new agent information.

What to Expect:

- You will soon receive an initial COI request from a vendor-specific BCS email address ending in @bcscertify.com. Please follow the instructions in that email to establish contact with the BCS team and get the process started.
- **Add BCS to Your Safe Senders List**

- To ensure you receive all communications from BCS without interruption, please also add the following domains to your safe senders list:
 - @getbcs.com
 - @bcscertify.com
 - no-reply@client.getbcs.com

If you have any questions at any point, you can reach the BCS team directly at ccbroomfield@bcscertify.com. This is your primary point of contact for day-to-day needs.

Sincerely, Alison Meldahl, Risk Manager, City and County of Broomfield

EXHIBIT D

COMMUNITY ACCELERATED MOBILITY PROJECT (CAMP) GRANT AGREEMENT

EXHIBIT E

FINAL CLARIFICATION PRESENTATION DOCUMENT FOR RFP 425058

[See attached]

425058 – NORTHWEST REGIONAL E-BIKE SHARE PROGRAM CLARIFICATION PRESENTATION



AGENDA

- Introductions
- Scope of services (schedule, cost, deliverables)
- Agency responsibilities
- Proposed Weekly Risk Report (WRR) format
- Questions and concerns from client stakeholders
- Proposed schedule to finalize Clarification Phase and contract documents

BTS PROVIDES END-TO-END BIKE SHARE SERVICES IN REGIONS ACROSS THE NATION

- Privately owned, people first
- Vertically integrated
 - Hardware
 - Software
 - Operations
 - Customer service
- Regional Systems
- Colorado experience
 - 15+ years
 - 6+ million rides

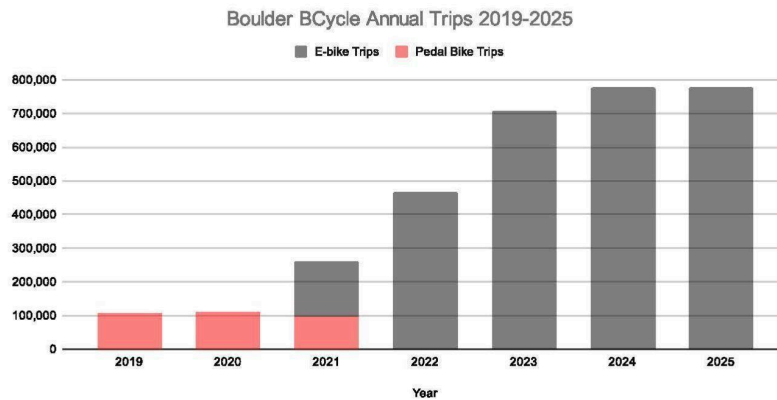


BTS is the largest docked bike share provider in North America, by communities served

- Operates 12 bike share systems
- Supplies equipment and software to 28 markets
- Provides customer service to 24 bike share systems
- Has 230+ employees

BCYCLE HAS BEEN MOVING COLORADO SINCE 2010

- The BCycle brand and equipment was created in Boulder County.
- Denver and Boulder BCycle systems launched as nonprofits.
- Boulder BCycle converted to an electric fleet and private operation in 2021.
- Partnership with CU Boulder recognized nationally for its high rate of student adoption and ridership.
- BCycle envisions one regional system with seamless rider experience and access.



SCOPE OF SERVICES: EQUIPMENT OVERVIEW



SCOPE OF SERVICES: EQUIPMENT OVERVIEW



MID-DRIVE MOTOR PROVIDES THE SMOOTHEST RIDE AND LONGER BATTERY LIFE



BOSCH



SCOPE OF SERVICES: EQUIPMENT OVERVIEW

GRID DOCK
Flexible & Organized

The Grid dock allows for ultimate flexibility in station siting while also providing order and predictability for operations.



EASY TO INSTALL



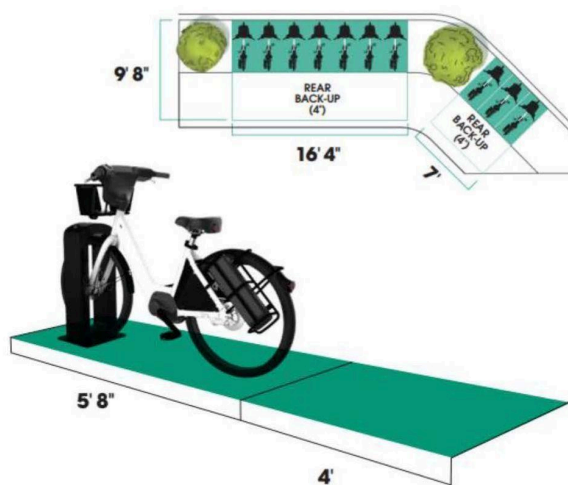
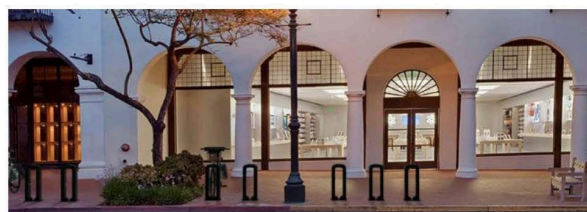
Modular, kiosk-less, easy-to-install individual dock design for countless station configuration options



SIMPLE INTERFACE

The Grid Dock can be installed with an optional Wayfinding panel (not included in program budget) which is wind load rated to 165mph based on ASCE 7-1; the 3.0 docks themselves aren't wind load rated but well exceed this rating given the significantly reduced surface area.

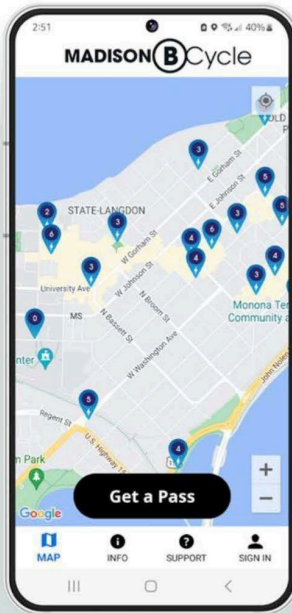
SCOPE OF SERVICES: EQUIPMENT OVERVIEW



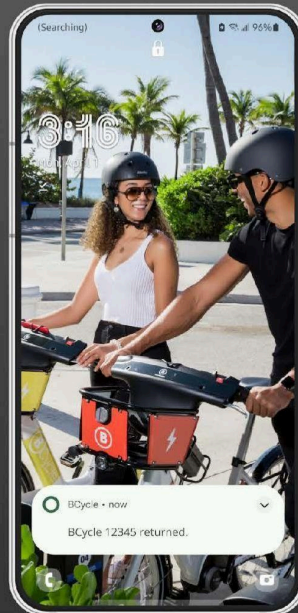
BCycle bikes are tracked using a variety of methods, with options deployed based on market needs and risk

SCOPE OF SERVICES: MOBILE APP

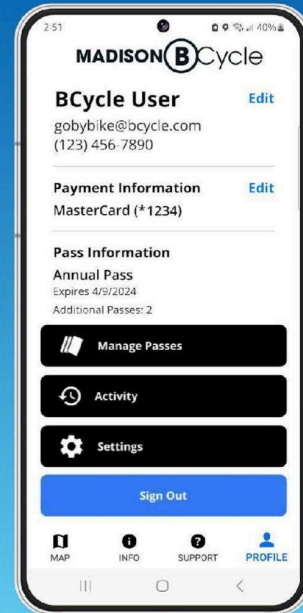
LOCATE STATIONS AND CHECK OUT BIKES



GET NOTIFIED WHEN YOUR BIKE HAS BEEN RETURNED



MANAGE YOUR ACCOUNT ALL IN ONE PLACE



Page 34

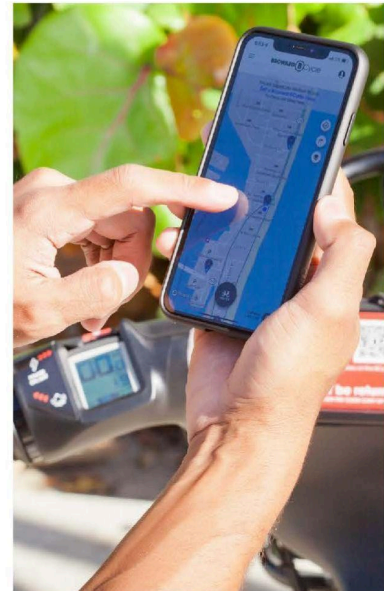
SCOPE OF SERVICES: MOBILE APP

The BCycle App is the center of the bike share ecosystem for riders. It allows them to quickly and easily locate bikes and stations, buy passes, and check out bikes directly from the App. The App is available for iOS and Android devices and is currently available in English and in Spanish.

BCycle's software development team updates the app on a regular cadence, adding new features that contribute to a best-in-class user experience.

Key features include:

- Pass purchase by credit card, Apple Pay or Google Pay
- Bike checkout
- Real-time station status information
- Real-time e-bike location and battery charge information
- Location-based bike and dock locator for trip planning
- Intuitive user account management
- Notifications for bike returns and account updates
- Directions to stations and other destinations

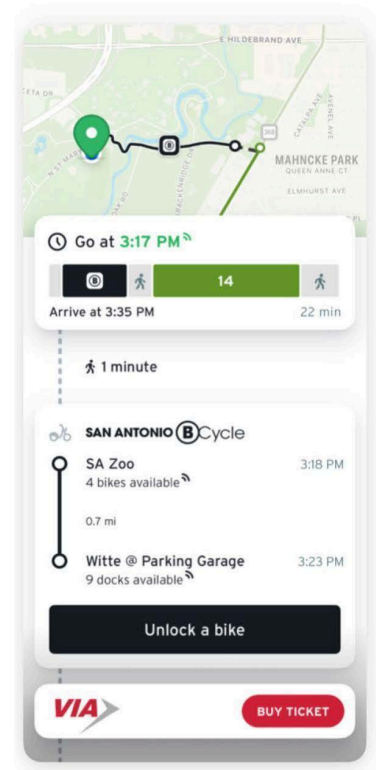


SCOPE OF SERVICES: MOBILE APP

App Integrations

BCycle provides GBFS (General Bikeshare Feed Specification) data feeds and can include real-time station/system status and trip planning functionality using these feeds. BCycle also supports MDS (Mobility Data Specification).

BCycle is proud of its history of supporting integrations with transit organizations. BCycle supported the GBFS from its inception, and it continues to produce GBFS feeds for BCycle operators and their city partners. It developed an integration API in coordination with Transit, thereby allowing Transit to offer bike share signup and bike checkout in the Transit app in multiple BCycle cities.



SCOPE OF SERVICES: SCHEDULE & COST

BCycle's proposed project schedule and costs by project milestone:

#	Milestone	Date	Cost
1	Contract execution	February 2026	\$ 251,575
2	Equipment delivery to local warehouse	April 2025	\$ 250,000
3	Equipment acceptance testing complete		\$ -
4	System go-live in Q2 2026	June 2026	\$ 250,000
5	Q2 2026 Operating complete	July 2026	\$ 87,000
6	2 nd half 2026 Operating complete	January 2027	\$ 87,000
7	1 st half 2027 Operating complete	July 2027	\$ 87,000
8	2 nd half 2027 Operating complete	January 2028	\$ 87,000
9	1 st half 2028 Operating complete	July 2028	\$ 87,000
10	2 nd half 2028 Operating complete	January 2029	\$ 92,325
			\$ 1,278,900

SCOPE OF SERVICES: SCHEDULE & COST

BCycle's projected costs by project area:

#	Project Area	Detail	Cost
1	Labor (# of employee hours)	Portion of BTS employee hours allocated to direct operation of regional BCycle system	\$ 362,400 (9,984 hours)
2	Materials (<i>direct materials and costs</i>)	Includes operating fuel, replacement parts for bikes and stations, and hardware for equipment assembly and installation	\$ 112,000
3	Equipment	Includes BCycle e-bikes and docks, and additional batteries	\$ 751,575
4	Overhead	Includes project planning and management, facilities setup	\$ 52,925
			\$ 1,278,900

SCOPE OF SERVICES: PROPOSED SERVICE AREA

Proposed Service

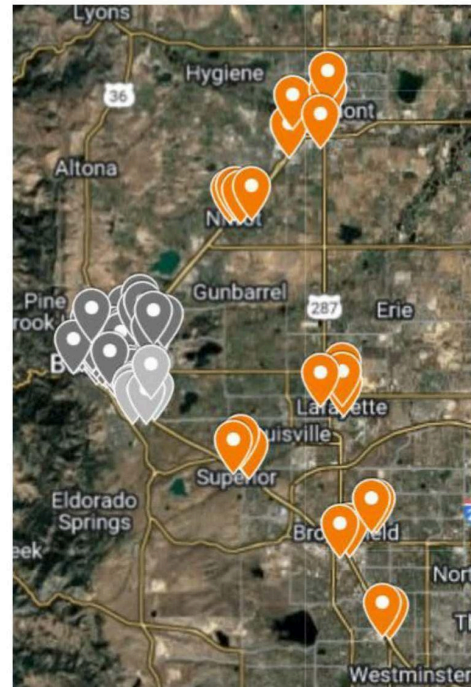
Based on 2024 Northwest Regional Bike Share Feasibility Study evaluation

- Longmont: 30 bikes
- Superior: 20 bikes
- Broomfield: 15 bikes
- Lafayette: 12 bikes
- Westminster: 12 bikes
- Niwot (Boulder County): 10 bikes
- Note: Precise station locations will be coordinated with agencies during permitting

Service Considerations

Bike numbers will fluctuate based on:

- Flow of bikes between communities
- Rider needs, as predicted by machine learning algorithms
- Maintenance needs



Link to map above:

https://www.google.com/maps/d/edit?mid=1M7_qJhsV6ex6YYiLTowC6MeZTSE34E&usp=sharing

SCOPE OF SERVICES: CUSTOMER SERVICE

BCycle and Bicycle Transit Systems take pride in providing an excellent customer experience to our riders. BTS operates the only bike share-focused call center in the nation, offering bilingual English/Spanish phone, email, and text support 7 days a week.

This in-house service, staffed by BTS employees, has real-time communication with local operations staff and can promptly resolve account and refund issues.

Customer Service Team is available to assist you at a station, or answer questions about pass types and/or your rides.

CUSTOMER SERVICE HOURS

- Phone Support: Monday - Friday 8:00 am – 9:00 pm
- Text & Email Support: 7 Days A Week 8:00 am – 9:00 pm
 - Texts and emails received after 11 pm will be handled the following morning.
- Call or Text: 303-532-4412
- EMAIL: boulder@bcycle.com

SCOPE OF SERVICES: EMERGENCY SUPPORT

Boulder BCycle is a staffed operation, 7-days a week.

In the event of an urgent need, each Agency will be provided with an emergency contact procedure prior to system go-live for escalating urgent needs to the local Operations Team.

Non-urgent requests, questions and needs can be directed via email to the Boulder BCycle General Manager.

SCOPE OF SERVICES: MAINTENANCE

Keeping BCycle bikes running smoothly is central to the operation of a successful bike share system. BCycle's employee staff technicians are all trained in the maintenance of BCycle bikes, working alongside field and local management staff from BCycle's regional Boulder warehouse.

BCycle bikes receive a hands-on inspection at a minimum every 30 days, and are often viewed by BTS employee field technicians much more frequently, as bikes are redistributed throughout the service area. If riders encounter bike issues, they can easily make a report via the BCycle app, or by contacting BTS in-house customer support at the phone number or email address provided on all bikes.

SCOPE OF SERVICES: E-BIKE BATTERY SAFETY

The BCycle Electric which features a Bosch mid-drive motor has a perfect safety record in BTS's 7+ years of operations across 13 markets. There have been 0 recorded e-bike battery fires or thermal events in any BTS system operations since e-bike operations began in 2018.

The Bosch motor system (including batteries, motors, and chargers) are rigorously tested and certified to the comprehensive UL 2849 standard for electrical systems. This certification ensures safety against fire, electrical, and shock hazards. Additionally, Bosch batteries meet the UL 2271 standard for lithium-ion battery safety.

- System-Level Certification: Unlike brands that only certify the battery, Bosch certifies the entire electrical system (battery, motor, wiring, display, charger) to UL 2849.
- Safety Standards: The systems comply with UL 2849 (electrical system safety) and UL 2271 (battery safety).
- NYC Compliance: Bosch systems meet the stringent safety requirements for electric bicycles mandated in New York City.
- Protection Features: The Battery Management System (BMS) in Bosch systems monitors for issues like overheating and automatically shuts down if a fault is detected.
- Certification Validity: Bosch collaborates with accredited labs like UL and Intertek for these certifications

All BTS e-bike battery charging rooms are built in accordance with Bosch's technical product guidance and industry best-practices, including no overnight/unattended e-bike battery charging

SCOPE OF SERVICES: INCLEMENT WEATHER & AIR QUALITY OPERATIONS

BTS prioritizes the safety of its riders and staff while striving to maintain essential field operations. While the company intends to remain operational during most weather events, we reserve the right to suspend field operations or close specific facilities due to extraordinary circumstances.

The Supervisor on duty or designee has the authority to deploy or recall staff based on the following thresholds:

Definitions:

- Exposed Field Staff: Field Staff who are unable to readily take shelter from inclement weather e.g. cargo-bike field staff
- Protected Field Staff: Field Staff who are expected to perform duties in the field but have a vehicle or indoor shelter readily available
- Warehouse Staff: Staff who are expected to carry out their shifts inside the warehouse or office

Weather Condition Code Grid

Weather Conditions	Code	Staff Deployment
Wind chill above 32° Heat index below 100°	Green	All staff report and deploy as scheduled.
Wind chill below 32° Heat index above 100°	Yellow	Exposed Staff: Not deployed.* Protected Staff: Deployed. Warehouse -Based Staff: Report as scheduled.
Advisory: Freezing Rain, Snow, or Severe Weather Advisory	Orange	Exposed Staff: Not deployed.* Protected Staff: Deployed; must monitor road conditions. Warehouse-Based Staff: Report; potential for early release.
Emergency: Snow/Ice Emergency, Blizzard, or Severe Weather Warning	Red	All Staff: Operations suspended. Facility closed. Customer Service/ staff transition to remote work.

SCOPE OF SERVICES: INCLEMENT WEATHER & AIR QUALITY OPERATIONS

Winter Weather

Upon a Winter Storm Warning, management will monitor road safety (e.g., vehicle traction, visibility). The on-duty Supervisor is authorized to pull operations off the road if conditions become unsafe, following confirmation with the Operations or General Manager.

Air Quality Index (AQI)

Management or designee will monitor the regional AQI and adjust deployment as follows:

AQI Conditions	Category	Staff Deployment
AQI at or below 150*	Good (101-150) Unhealthy for Sensitive Groups	Normal operations. Staff with respiratory sensitivities (101-150 range) should contact supervisors for accommodations .
AQI at or above 151**	Unhealthy	Exposed Staff: Recalled/Not deployed. Protected Staff: Deployed; monitor conditions. Warehouse-Based Staff: Report. N95/NIOSH masks provided to all field-active staff.
AQI at or above 200	Very Unhealthy/Hazardous	All Field Staff: Recalled to facility. Manager on-duty or designee determines if warehouse-based operations continue.

Unlisted Events

For events not explicitly covered (e.g., excessive wind, flooding, lightning, or other significant weather/natural events) field staff are advised to seek immediate shelter and coordinate with their Supervisor to discontinue operations.

**In the instance of Code Red AQI Conditions weather, Exposed Field Staff may be deployed as Protected Field Staff by conducting job duties using a vehicle or indoor shelter.

SCOPE OF SERVICES: EQUIPMENT THEFT AND LOSS

Risk Allocation Framework

BTS is responsible for the day-to-day operation, maintenance, and stewardship of the bikeshare system. The Agencies' capital investment secures the initial fleet and station infrastructure, while BTS assumes responsibility for routine upkeep and expected operational attrition. Extraordinary loss events—those outside of normal wear and tear—are addressed through a defined replacement and recovery framework.

Bike Fleet Replacement

BTS's program budget includes 15 excess bicycles intended to offset expected attrition over the three-year operating term. These excess bicycles are available to replace damaged or lost units as needed.

BTS Insurance Coverage

BTS maintains property insurance on all equipment, with any reimbursement for loss subject to the coverage deductible.

SCOPE OF SERVICES: EQUIPMENT THEFT AND LOSS

BTS Responsibilities (Included in operating fee):

BTS shall be financially responsible for:

- Preventative maintenance and routine repairs to bicycles and stations
- Wear-and-tear component replacement (e.g., brakes, drivetrains, electronics, batteries)
- Minor vandalism repairs and cosmetic damage
- Utilization of excess bicycles already incorporated into the program budget to maintain service levels
- Reasonable efforts to recover stolen or damaged equipment and to pursue reimbursement from responsible third parties where identifiable

Extraordinary Loss Events (Not included in operating fee):

BTS shall not be financially responsible for the replacement of bicycles or stations lost or rendered inoperable due to extraordinary events, including:

- Theft where recovery, reimbursement or insurance coverage is unsuccessful
- Major vandalism resulting in total loss
- Vehicle collisions or third-party damage not reimbursed through insurance or claims
- Severe weather events, flooding, fire, or other Acts of God

In such cases, BTS will continue to operate the system using the remaining available fleet and infrastructure unless and until replacement equipment is procured.

If cumulative losses exceed the spare bicycles included in the program budget, or if station components or docks require replacement due to extraordinary loss events, the Agency may elect to purchase replacement equipment at then-current pricing. BTS will coordinate procurement, installation, and integration of any replacement equipment purchased by the Agency.

AGENCY RESPONSIBILITIES

- All agencies draft and review project contract according to Weekly Risk Report schedule
- All agencies review and permit requested station locations according to Weekly Risk Report schedule
- Coordinate marketing approach with Commuting Solutions
- Include promotional and equity program funding to drive ridership
- Facilitate communication and data sharing with transit partners
- As applicable, serve as lead or partner agency on grant applications for securing additional program funding.

WEEKLY RISK REPORT

Project Status	
Initial Allocated Budget (\$)	\$0.00
Current Allocated Budget (\$)	\$0.00
Initial Project Completion	12/31/2028
Current Project Completion	12/31/2028

DeviationTable And Change Order Table Comparison				
Total Risk Page (\$)	Overbudget	\$0.00	Total Risk Page days delayed	0
Modifications Table (\$)	Overbudget	\$0.00	Modifications Table days delayed	0
Difference (\$)		\$0.00	Difference (days)	0

Milestone Schedule						
#	Activity	% Complete	Baseline Start Date	Baseline End Date	Revised Start Date	Revised End Date
1	Contract execution		1/12/26	1/30/26		
2	Equipment delivery to local warehouse		3/1/26	3/31/26		
3	Equipment acceptance testing complete		4/1/26	4/30/26		
4	System go-live in Q2 2026		6/1/26	6/30/26		
5	1st half 2026 Operating complete		6/1/26	6/30/26		
6	2nd half 2026 Operating complete		7/1/26	12/31/26		
7	1st half 2027 Operating complete		1/1/27	6/30/27		
8	2nd half 2027 Operating complete		7/1/27	12/31/27		
9	1st half 2028 Operating complete		1/1/28	6/30/28		
10	2nd half 2028 Operating complete		7/1/28	12/31/28		
11						
12	Draft contract for BCycle to review provided by Longmont		2/11/26	2/11/26		
13	Draft contract for BCycle to review provided by Broomfield		2/11/26	2/11/26		
14	Draft contract for BCycle to review provided by Westminster		2/11/26	2/11/26		
15	Draft contract for BCycle to review provided by Superior		2/11/26	2/11/26		
16	Draft contract for BCycle to review provided by Boulder		2/11/26	2/11/26		
17	Draft contract for BCycle to review provided by Lafayette		2/11/26	2/11/26		
18						
19	BCycle to provide signed contract (or requested revision)		2/18/26	2/18/26		
20	BCycle to provide signed contract (or requested revision)		2/18/26	2/18/26		
21	BCycle to provide signed contract (or requested revision)		2/18/26	2/18/26		
22	BCycle to provide signed contract (or requested revision)		2/18/26	2/18/26		
23	BCycle to provide signed contract (or requested revision)		2/18/26	2/18/26		
24	BCycle to provide signed contract (or requested revision)		2/18/26	2/18/26		
25						
26	Contract execution complete with Longmont		2/28/26	2/28/26		
27	Contract execution complete with Broomfield		2/28/26	2/28/26		
28	Contract execution complete with Westminster		2/28/26	2/28/26		
29	Contract execution complete with Superior		2/28/26	2/28/26		
30	Contract execution complete with Boulder County		2/28/26	2/28/26		
31	Contract execution complete with Lafayette		2/28/26	2/28/26		
32						
33	Station permitting with Longmont		3/1/26	3/31/26		
34	Station permitting with Broomfield		3/1/26	3/31/26		
35	Station permitting with Westminster		3/1/26	3/31/26		
36	Station permitting with Superior		3/1/26	3/31/26		
37	Station permitting with Boulder County		3/1/26	3/31/26		
38	Station permitting with Lafayette		3/1/26	3/31/26		
39						
40	Station installation and activation in Longmont		4/1/26	5/31/26		
41	Station installation and activation in Broomfield		4/1/26	5/31/26		
42	Station installation and activation in Westminster		4/1/26	5/31/26		
43	Station installation and activation in Superior		4/1/26	5/31/26		
44	Station installation and activation in Boulder County		4/1/26	5/31/26		
45	Station installation and activation in Lafayette		4/1/26	5/31/26		
46						
47	Bike deployment in Longmont		5/15/26	6/30/26		
48	Bike deployment in Broomfield		5/15/26	6/30/26		
49	Bike deployment in Westminster		5/15/26	6/30/26		
50	Bike deployment in Superior		5/15/26	6/30/26		
51	Bike deployment in Boulder County		5/15/26	6/30/26		
52	Bike deployment in Lafayette		5/15/26	6/30/26		

Initial Award and Official Change Orders					
#	Description	Date Submitted	Date Approved	Days	Dev #
1	Initial Awarded Amount	NA	1/0/00	1964	\$0.00
2					NA
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
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MEMBERSHIPS AND ACCESS

System Access Options and Cost

BCycle is excited to implement a simple and consistent regional system. Pass offerings will be consistent throughout the entire system, with access available for as short as a single trip, and as long as an annual pass. Here are BCycle's Boulder pass offerings as of February 2026:

SINGLE RIDE \$7 ⁶³	GUEST PASS \$18 ⁶⁰	MONTH PASS \$32 ⁷¹ / month	ANNUAL PASS \$163 ⁵⁷ / year
✓ Unlock a bike for \$7.63	✓ Unlock bikes as many times as you want within 24 hours	✓ Unlock bikes for free 24/7	✓ Unlock bikes for free 24/7
✓ Ride up to 30 min or keep riding for an extra \$7.63 / 30 min	✓ Ride up to 30 min after each unlock	✓ Ride up to 60 min after each unlock	✓ Ride up to 60 min after each unlock
✓ Great for: Quick trips	✓ Great for: Exploring Boulder	✓ Great for: Seasonal commuting	✓ Great for: Year-round commuting
Tax included. Additional \$7.63 per 30 minutes for rides over 30 minutes.	Tax included. Additional \$7.63 per 30 minutes for rides over 30 minutes.	Tax included. Additional \$7.63 per 30 minutes for rides over 60 minutes.	Tax included. Additional \$7.63 / 30 minutes for rides over 60 minutes.

Non-Phone and Unbanked Access

For community members without a mobile phone and/or bank account, BCycle provides an RFID card access option, available upon request.



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: Tuesday, October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Crystal Clemens, City and County Clerk and Recorder

Memo Title/Subject: Board of Equalization (BOE) Action on Abatement Petitions and Approval of Administrative Denial Requests (Resolution No. 2026-120-BOE)

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

Staff recommends Council approve the recommendations of the hearing officers' abatement petitions referenced in Resolution No. 2026-120-BOE and approval of five administrative denial requests. To do so, the appropriate motion is...

That Resolution No. 2026-120-BOE be adopted.

Summary

Staff is requesting that Council, sitting as the Board of Equalization, approve five Administrative Denials and the recommendations of hearing officers on four abatement petitions.

The taxpayers identified in the resolution and below have filed abatement petitions alleging that their property has been overvalued or that their tax levy is illegal. Council appointed hearing officers with experience in property valuations to hear protest and abatement cases and make recommendations to City Council on such proceedings. The hearing officer's recommendations for these abatement petitions are included as attachments 1 - 4 to this memo, with four recommendations for denial.

Administrative Denials are strategic decisions where either the tax agent or property owner chooses to forego the local hearing process, accepting a denial at this level in order to appeal directly to the next level, typically either to the State Board of Assessment Appeals or to district court.

Financial Considerations

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

Prior Council or Other Entity Actions

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

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

Additional Information

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

On September 9, 2026, requests for Administrative Denials were received from Hunter Douglas, Inc. for the following five abatement petitions, Schedule No. R1055922, Schedule No. R1107102, Schedule No. R1107103, Schedule No. R1107104, and Schedule No. R1107111.

On September 14, 2026, abatement hearings were held by an appointed hearing officer. After reviewing all of the evidence presented in the case, the hearing officer is recommending **denial** in the following petitions:

- a. Fowler Holding Co., Schedule No. R8878753 (Attachment 1)
- b. Broomfield Hospitality, Schedule No. R8867031 (Attachment 2)
- c. Ciccarelli Enterprises LLLP, Schedule No. R0023816 (Attachment 3)
- d. Nassar, Schedule No. R8866326 (Attachment 4)

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

RESOLUTION NO. 2026-120-BOE

A resolution approving Hearing Officer recommendations on Abatement Petitions and approval of Administrative Denial Requests

Recitals.

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

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

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

Whereas, on September 14, 2026, four hearings were conducted on the valuation of the properties at issue; and

Whereas, the hearing officer made findings and recommendations detailed below to Council; and

Whereas, Hunter Douglas, Inc. filed five abatement petitions and elected to receive an administrative denial of all five petitions without a hearing.

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

Section 1.

The findings and recommendations of the hearing officer to deny the abatement petitions listed below are hereby adopted:

1. Fowler Holding Co., Schedule No. R8878753 (Attachment 1)
2. Broomfield Hospitality, Schedule No. R8867031 (Attachment 2)
3. Ciccarelli Enterprises LLLP, Schedule No. R0023816 (Attachment 3)
4. Nassar, Schedule No. R8866326 (Attachment 4)

Section 2.

The administrative denial requests listed below are hereby adopted:

5. Hunter Douglas, Inc. for the following five abatement petitions:
 - a. Schedule No. R1055922;
 - b. Schedule No. R1107102;
 - c. Schedule No. R1107103;
 - d. Schedule No. R1107104; and
 - e. Schedule No. R1107111.

Section 3.

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

Approved on October 13, 2026

City Council sitting as the County Board of
Equalization of the County of Broomfield,
Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

**City & County of Broomfield Board of Equalization - Hearing Officer
Worksheet (Rev. 4.2026)**

Petitioner(s)/Schedule Number(s) Fowler Holding Co R8878753

Property Address 6105 W 120th Ave

Hearing Date and Time Monday, September 14, 2026 at 11:00 a.m.

Hearing Type: ☒ Abatement
☐ Property Tax Appeal/Protest

Notice of Determination Total \$ _____

Name of Assessor Department Representative: *(mark only one)*

☐ Don Delay ☐ Phil Gutherless ☐ David Luse
☐ Brian Doehler ☒ Micah Hayward ☐ Amanda Hanson

Petitioner Participated via: *(mark only one)*

☐ Not present ☐ Submitted written documentation
☒ Telephone/Video

☐ Represented by:

☒ Agent: Doug Savage

☐ Attorney: _____

Stipulation: (Protests only) *(check all that apply)*

☐ Petitioner agreed to stipulation
☐ Stipulation form is completed and signed

Administrative Denial *(check all that apply)*

☐ Petitioner agreed to administrative denial
☐ Administrative denial form is completed and signed

Petitioner is disputing the: *(check all that apply)*

☐ Property valuation
☐ Property classification
☒ Other: Degree of completion assigned to property on assessment date.

Assessor presented the following testimony and documents: *(check all that apply)*

☐ Sales comparison grid ☒ Cost approach grid
☐ Income approach grid ☐ Property classification support

Assessor testimony notes:

Photos and testimony regarding property completion status. Testimony regarding protocol for filing an abatement after previous appeal denial.

The Petitioner presented the following testimony and documents in support of their argument:
(check all that apply)

☐ Sales comparison grid ☐ Cost approach grid
☐ Sales listings ☐ No documentation

Petitioner testimony notes:

Photos of subject property and testimony that a 30% level of completion status is more accurate.

The Hearing Officer finds that the value / classification placed on the property by the Assessor is:

- ☒ Correct (skip to Hearing Officer recommendation - denial)
☐ Incorrect (provide reason below)

Hearing Officer reason for adjustment: *(check all that apply)*

- ☐ Petitioner sales
☐ Petitioner's income and expense data
☐ Petitioner established by evidence that Assessor misclassified the property
☐ New information provided by the Assessor
☐ Other: _____

Hearing Officer is recommending denial due to: *(check all that apply)*

- ☐ Petitioner's sales were not similar to the subject property or indicative of market value for the data collection period
☐ Petitioner's sales support Assessor value
☐ Petitioner did not establish that Assessor misclassified the property
☐ Petitioner provided little or no data to support their argument
☒ Assessor's evidence was more persuasive
☐ Other: _____

Comparable sales Hearing Officer found most compelling in establishing value for the subject property:

	Comp 1	Comp 2	Comp 3
Assessor			
Petitioner			

Comparable sales, income / expense, cost approach notes:**Hearing Officer Recommendation** *(check all that apply)*

- ☐ Approval
☐ Approval in Part
☒ Denial
☐ Classification Change

Adjustment to the value for the subject property should be:

Land \$ _____

Improvements \$ _____

Total \$ _____

New value: \$ _____ OR Classification change: _____

Hearing Officer Signature  Digitally signed by Daisy Glassburn
Date: 2026.09.15 09:03:38 -06'00' Today's Date 09/14/2026
mm/dd/yyyy

**City & County of Broomfield Board of Equalization - Hearing Officer
Worksheet (Rev. 4.2026)**

Petitioner(s)/Schedule Number(s) Broomfield Hospitality R8867031

Property Address 8300 Arista Place

Hearing Date and Time Monday, September 14, 2026 at 3:30 p.m.

Hearing Type: ☒ Abatement
☐ Property Tax Appeal/Protest

Notice of Determination Total \$ _____

Name of Assessor Department Representative: *(mark only one)*

☐ Don Delay ☐ Phil Gutherless ☐ David Luse
☐ Brian Doehler ☐ Micah Hayward ☒ Amanda Hanson

Petitioner Participated via: *(mark only one)*

☐ Not present ☐ Submitted written documentation
☒ Telephone/Video
☐ Represented by:
☐ Agent: _____
☐ Attorney: _____

Stipulation: (Protests only) *(check all that apply)*

☐ Petitioner agreed to stipulation
☐ Stipulation form is completed and signed

Administrative Denial *(check all that apply)*

☐ Petitioner agreed to administrative denial
☐ Administrative denial form is completed and signed

Petitioner is disputing the: *(check all that apply)*

☒ Property valuation
☐ Property classification
☐ Other: _____

Assessor presented the following testimony and documents: *(check all that apply)*

☒ Sales comparison grid ☐ Cost approach grid
☒ Income approach grid ☐ Property classification support

Assessor testimony notes:

The Petitioner presented the following testimony and documents in support of their argument:
(check all that apply)

☐ Sales comparison grid ☐ Cost approach grid
☐ Sales listings ☒ No documentation

Petitioner testimony notes:

Testimony regarding property sale and loss of business due to nearby event center closure.

The Hearing Officer finds that the value / classification placed on the property by the Assessor is:

- ☒ Correct (skip to Hearing Officer recommendation - denial)
☐ Incorrect (provide reason below)

Hearing Officer reason for adjustment: *(check all that apply)*

- ☐ Petitioner sales
☐ Petitioner's income and expense data
☐ Petitioner established by evidence that Assessor misclassified the property
☐ New information provided by the Assessor
☐ Other: _____

Hearing Officer is recommending denial due to: *(check all that apply)*

- ☐ Petitioner's sales were not similar to the subject property or indicative of market value for the data collection period
☐ Petitioner's sales support Assessor value
☐ Petitioner did not establish that Assessor misclassified the property
☐ Petitioner provided little or no data to support their argument
☒ Assessor's evidence was more persuasive
☐ Other: _____

Comparable sales Hearing Officer found most compelling in establishing value for the subject property:

	Comp 1	Comp 2	Comp 3
Assessor			
Petitioner			

Comparable sales, income / expense, cost approach notes:**Hearing Officer Recommendation** *(check all that apply)*

- ☐ Approval
☐ Approval in Part
☒ Denial
☐ Classification Change

Adjustment to the value for the subject property should be:

Land \$ _____

Improvements \$ _____

Total \$ _____

New value: \$ _____ OR Classification change: _____

Hearing Officer Signature _____

Digitally signed by Daisy Glassburn
Date: 2026.09.15 09:31:17 -06'00'

Today's Date 09/14/2026

mm/dd/yyyy

**City & County of Broomfield Board of Equalization - Hearing Officer
Worksheet (Rev. 4.2026)**

Petitioner(s)/Schedule Number(s) Ciccarelli Enterprises LLLP - R0023816, Dariush Bozorgpour, Agent

Property Address TBD Lowell Blvd

Hearing Date and Time Monday, September 14, 2026 at 11:30 a.m.

Hearing Type: ☒ Abatement
☐ Property Tax Appeal/Protest

Notice of Determination Total \$ _____

Name of Assessor Department Representative: *(mark only one)*

☐ Don Delay ☐ Phil Gutherless ☐ David Luse
☐ Brian Doehler ☒ Micah Hayward ☐ Amanda Hanson

Petitioner Participated via: *(mark only one)*

☒ Not present ☐ Submitted written documentation
☐ Telephone/Video
☐ Represented by:
☐ Agent: _____
☐ Attorney: _____

Stipulation: (Protests only) *(check all that apply)*

☐ Petitioner agreed to stipulation
☐ Stipulation form is completed and signed

Administrative Denial *(check all that apply)*

☐ Petitioner agreed to administrative denial
☐ Administrative denial form is completed and signed

Petitioner is disputing the: *(check all that apply)*

☒ Property valuation
☐ Property classification
☐ Other: _____

Assessor presented the following testimony and documents: *(check all that apply)*

☒ Sales comparison grid ☐ Cost approach grid
☐ Income approach grid ☐ Property classification support

Assessor testimony notes:

The Petitioner presented the following testimony and documents in support of their argument:
(check all that apply)

☐ Sales comparison grid ☐ Cost approach grid
☒ Sales listings ☐ No documentation

Petitioner testimony notes:

The Petitioner or agent were not present.

The Hearing Officer finds that the value / classification placed on the property by the Assessor is:

- ☒ Correct (skip to Hearing Officer recommendation - denial)
☐ Incorrect (provide reason below)

Hearing Officer reason for adjustment: *(check all that apply)*

- ☐ Petitioner sales
☐ Petitioner's income and expense data
☐ Petitioner established by evidence that Assessor misclassified the property
☐ New information provided by the Assessor
☐ Other: _____

Hearing Officer is recommending denial due to: *(check all that apply)*

- ☐ Petitioner's sales were not similar to the subject property or indicative of market value for the data collection period
☐ Petitioner's sales support Assessor value
☐ Petitioner did not establish that Assessor misclassified the property
☐ Petitioner provided little or no data to support their argument
☒ Assessor's evidence was more persuasive
☐ Other: _____

Comparable sales Hearing Officer found most compelling in establishing value for the subject property:

	Comp 1	Comp 2	Comp 3
Assessor			
Petitioner			

Comparable sales, income / expense, cost approach notes:

Hearing Officer Recommendation *(check all that apply)*

- ☐ Approval
☐ Approval in Part
☒ Denial
☐ Classification Change

Adjustment to the value for the subject property should be:

Land \$ _____

Improvements \$ _____

Total \$ _____

New value: \$ _____ OR Classification change: _____

Hearing Officer Signature  Digitally signed by Daisy Glassburn
Date: 2026.09.15 09:13:29 -06'00' Today's Date 09/14/2026
mm/dd/yyyy

**City & County of Broomfield Board of Equalization - Hearing Officer
Worksheet (Rev. 4.2026)**

Petitioner(s)/Schedule Number(s) Nassar, R8866326

Property Address 11566 Colony Row

Hearing Date and Time Monday, September 14, 2026 at 4:00 p.m.

Hearing Type: ☒ Abatement
☐ Property Tax Appeal/Protest

Notice of Determination Total \$ _____

Name of Assessor Department Representative: *(mark only one)*

☐ Don Delay ☐ Phil Gutherless ☐ David Luse
☐ Brian Doehler ☐ Micah Hayward ☒ Amanda Hanson

Petitioner Participated via: *(mark only one)*

☐ Not present ☐ Submitted written documentation
☒ Telephone/Video

☒ Represented by:

☒ Agent: Katie Moisan

☐ Attorney: _____

Stipulation: (Protests only) *(check all that apply)*

☐ Petitioner agreed to stipulation
☐ Stipulation form is completed and signed

Administrative Denial *(check all that apply)*

☐ Petitioner agreed to administrative denial
☐ Administrative denial form is completed and signed

Petitioner is disputing the: *(check all that apply)*

☒ Property valuation
☐ Property classification
☒ Other: Commercial/Residential uses.

Assessor presented the following testimony and documents: *(check all that apply)*

☒ Sales comparison grid ☐ Cost approach grid
☐ Income approach grid ☐ Property classification support

Assessor testimony notes:

The Petitioner presented the following testimony and documents in support of their argument:
(check all that apply)

☐ Sales comparison grid ☐ Cost approach grid
☒ Sales listings ☐ No documentation

Petitioner testimony notes:

Disputed several of the county's sales.

The Hearing Officer finds that the value / classification placed on the property by the Assessor is:

- ☒ Correct (skip to Hearing Officer recommendation - denial)
☐ Incorrect (provide reason below)

Hearing Officer reason for adjustment: *(check all that apply)*

- ☐ Petitioner sales
☐ Petitioner's income and expense data
☐ Petitioner established by evidence that Assessor misclassified the property
☐ New information provided by the Assessor
☐ Other: _____

Hearing Officer is recommending denial due to: *(check all that apply)*

- ☐ Petitioner's sales were not similar to the subject property or indicative of market value for the data collection period
☐ Petitioner's sales support Assessor value
☐ Petitioner did not establish that Assessor misclassified the property
☐ Petitioner provided little or no data to support their argument
☒ Assessor's evidence was more persuasive
☐ Other: _____

Comparable sales Hearing Officer found most compelling in establishing value for the subject property:

	Comp 1	Comp 2	Comp 3
Assessor			
Petitioner			

Comparable sales, income / expense, cost approach notes:

Hearing Officer Recommendation *(check all that apply)*

- ☐ Approval
☐ Approval in Part
☒ Denial
☐ Classification Change

Adjustment to the value for the subject property should be:

Land \$ _____

Improvements \$ _____

Total \$ _____

New value: \$ _____ OR Classification change: _____

Hearing Officer Signature  Digitally signed by Daisy Glassburn
Date: 2026.09.15 09:27:20 -06'00' Today's Date 09/14/2026
mm/dd/yyyy



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Kelli Cole, Executive Office Manager, City Manager's Office

Memo Title/Subject: The Salvation Army Broomfield's Red Kettle Kickoff Celebration Event Sponsorship

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

If Council desires to proceed with sponsoring the event, the appropriate motion is...

That Council's sponsorship of The Salvation Army Broomfield's Red Kettle Kickoff Celebration in the amount of \$1,000 be approved.

Summary

On December 10, 2024, Council approved Resolution No. 2024-134, modifying Council's Event Sponsorship Policy. This resolution directs that each year staff prepare a memo that contains a slate of event sponsorship opportunities for the year. It also states that if a new event comes up that was not previously considered, that item will come to Council for formal consideration as part of the consent agenda.

On January 27, 2026 staff brought forth a slate of 2026 nonprofit events for Council's approval, using requests gathered from a form sent to representatives from organizations which Council has sponsored events for in the recent past. The Salvation Army Broomfield's Red Kettle Kickoff Celebration event was not included in the slate.

On September 30, representatives for the Salvation Army Broomfield requested sponsorship for their Red Kettle Kickoff Celebration event on November 4, 2026.

Broomfield City Council has not sponsored this event in the recent past. For the proposed \$1,000 contribution, "The Silver Bell" sponsorship tier offers eight tickets to the event and recognition of the sponsor in event materials.

Financial Considerations

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

Sources and Uses of Funds	Amount
City Council - Community Sponsorship (01-11100-53460)	\$40,000

Meeting Date: October 13, 2026

The Salvation Army Broomfield's Red Kettle Kickoff Celebration Event Sponsorship

Prepared By: Kelli Cole, Executive Office Manager, City Manager's Office

Sources and Uses of Funds	Amount
2026 Sponsorship Slate Approved January 27, 2026	-\$34,850
Broomfield High School JAM Sponsorship	-\$500
Louisville Turkey Trot 5K Sponsorship to Benefit Community Food Share	-\$1,500
The Salvation Army Broomfield's Red Kettle Kickoff Celebration	-\$1,000
Projected Balance	\$2,150

Prior Council or Other Entity Actions

[January 27, 2026](#) Council Event Sponsorships 2026 Slate

[December 10, 2024](#) Approving Council Event Sponsorship Policy

Boards and Commissions Prior Actions and Recommendations

N/A

Detailed Background/Additional Information/Project Details

N/A



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Graham Clark, Finance Director

Memo Title/Subject: Public Hearing for CCOB, BUR, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

There are two parts to this item:

2027 Proposed Budgets

No action is required at this time. The purpose of this item is to hold the public hearing as required by the Charter for the City and County of Broomfield, the Broomfield Urban Renewal Authority, and the Arista Local Improvement District.

2027 Proposed Enterprise (Utility) Rates

If Council desires to proceed with amending utility rates, then the appropriate motion is...

- That Ordinance No. 2308 be adopted on first reading and ordered published in full;
- That a public hearing and second reading of the Ordinance be held on October 27, 2026, at 6 pm, as allowed by City Council Procedures and Rules of Order.

Summary

2027 Budget Public Hearing

The purpose of the public hearing is to allow all interested parties an opportunity to provide comments regarding the 2027 Proposed Budgets, including Capital Improvement Programs, before Council consideration for the adoption of the budgets for the City and County of Broomfield (CCOB), the Broomfield Urban Renewal Authority (BUR), and the Arista Local Improvement District (ALID).

The [proposed budgets and related documents](#) were available for public review and comment on Broomfield.org/Finance on September 3, 2026. Public comments can be submitted via [an online form](#) by noon, October 7, 2026.

The Proposed Resolutions to approve the 2027 Budgets for each entity are scheduled for consideration by the Council at the October 27, 2026, Council meeting.

Enterprise Utility Rate Ordinance

[Ordinance No. 2308](#) Amending Water, Sewer, Reclaim Water, and Stormwater Fees outlines the fee and rate increases related to this agenda item. Next year marks the third year of the five year rate plan that began with 2025 rates. The proposed 2027 ordinance increases rates by 7% and implements commercial tiers, both

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

of which will help cover the cost of maintaining aging infrastructure and upgrading the existing systems to meet regulatory requirements and handle future growth.

The purpose of the first reading of the 2027 Enterprise utility rates is to provide all interested parties an opportunity to provide comments regarding the 2027 Enterprise utility rates, before Council consideration for the adoption of the proposed 2027 Enterprise utility rates.

Prior Council or Other Entity Actions

2027 Budget

[May 7, 2026](#): Staff provided preliminary information and insights to inform Council on Broomfield's budget method and development process

[August 18, 2026](#): Staff provided information and insights to inform the Council on Broomfield's economic and financial outlook, influencing the 2026 revised budget and the 2027 operating and capital proposed budgets.

September 3, 2026: The City Council received the 2027 Proposed Budget and supporting documentation.

[September 3, 2026](#): The 2027 Proposed Budget and supporting documents were made available for public view and comments on the City's website.

[September 17](#) and [September 24, 2026](#): Study Sessions to discuss the 2027 Proposed Operating and Capital Budgets with department representatives.

Enterprise Funds

[May 7, 2026](#): Staff held the first 2026 quarterly Enterprise Funds study session and provided an overview of 2025 preliminary results and 5 Year Fund balance projections.

[July 21, 2026](#): Staff held the second 2026 quarterly Enterprise Funds study session, providing an update on consumption trends, license fee revenue projections, updated 5 Year Fund balance projections, and 2027 rate recommendations.

[September 24, 2026](#): Staff held the third 2026 quarterly Enterprise Funds study session and provided an overview of Enterprise-Related capital projects to Council.

Boards and Commissions Prior Actions and Recommendations

2026 FLOW Recommendations to Council

At the June 4, 2026, Fiscal Leadership on Water (FLOW) Committee meeting, the committee unanimously voted to approve these three recommendations to Council in regard to the enterprise utility rates:

- Adopt the City and County of Broomfield staff's 2027 rate proposal of a 7% increase for Water, Sewer, Reuse and Stormwater rates.
- Adopt the City and County of Broomfield staff's proposed commercial tiered rate structure.
- Adopt the City and County of Broomfield staff's 2027 proposed 4% license fee (commonly referred to as the "tap fee") increase.

Proposed CCOB, BURA, and ALID Budget Background and Details

Background - Budget

Budget Process and Philosophy

In addition, staff will continue with a comprehensive, clear, and transparent approach by bringing forth a consolidated number of budget amendments for the Council's review and consideration, and for transparency for Broomfield residents. Each budget amendment is designed to address specific topic areas outlined below.

- Budget Carryover Report (Q1): reflects the carryover of the capital and grant projects from the prior fiscal year.
- Budget Amendment 1 (Q1): Any adjustments and additions to operational and capital budgets (i.e., increased cost for Spring Cleanup).
- Budget Amendment 2 (In conjunction with adopting the following fiscal year's budget; Q4): reflects the current state of actual revenues and expenditures, including any supplemental requests, and sets the foundation for the following year's budget.
 - This amendment also includes the prior year's audited financials (actual beginning fund balances), which helps inform the ability to fund future year financial shifts.
- Budget Amendment 3 (Q4): if needed, addresses grants, which often require financial adjustments based on project or program status of implementation and execution due to the timing of the grant award.

Current and future budgeting processes are designed to ensure operational and capital success, focusing on creating a culture of accountability and intentionality while basing the budget on revenue and expenses. This helps to drive forward a sustainable, disciplined structure of reallocating funds and not continuing to increase expenditures arbitrarily.

A Deliberate Approach to 2027 Budget Development Process

The 2027 Proposed Budget reflects a continued commitment to responsible financial management while maintaining the high-quality services and community investments Broomfield residents expect.

Broomfield enters 2027 from a position of financial strength and stability. Over the past several years, the organization has strengthened its financial reserves, forecasting capabilities, prior financial commitments, financial analysis, and expenditure management practices. These efforts have provided a strong foundation for managing changing economic conditions while maintaining essential services and making thoughtful investments in the community.

The 2027 budget continues this disciplined approach. Resources have been carefully evaluated and prioritized toward mandates, existing obligations, and critical needs. At the same time, the budget avoids creating unnecessary ongoing commitments and focuses on new investments where there is a demonstrated operational, regulatory, or long-term organizational need.

Finance staff conducted a detailed, line-by-line review of departmental budgets, examining historical spending, current operating requirements, staffing, contractual expenditures, programs, capital needs, and

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Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

opportunities for greater efficiency. In partnership with all departments, over the last couple years this work identified approximately [\\$15.6 million in savings and efficiencies](#), comprised of approximately \$4.6 million in ongoing savings and \$11 million in one-time savings . These efforts have helped maintain current service levels while ensuring resources are directed toward the organization's highest priorities. *This strategic and disciplined approach allowed for achieving high results with an overall budget increase just over 1.5% for the budget operating expenses.*

Broomfield's financial reserves also remain strong. The City's reserve policy establishes a minimum reserve of 10% of operating costs, while the budget is structured to maintain a 20% reserve level as a best-in-class target for the General Government funds. The 2027 Proposed Budget does not require additional transfers to reserves because existing balances already meet that target. The General Government reserve balance is approximately \$31.6 million.

Looking beyond 2027, the City's long-range financial projections provide an opportunity to plan proactively. Current projections indicate that beginning in 2028, ongoing expenditures will likely grow faster than recurring revenues if current trends continue. This is not an immediate budget concern or indication of a fiscal crisis. Rather, it is an early planning indicator that allows Council and staff to evaluate future priorities, expenditures, and revenue options well in advance.

This forward-looking approach is an important part of maintaining Broomfield's financial stability. The organization will continue to evaluate existing services and new investments, look for efficiencies, carefully manage ongoing commitments, and consider opportunities to strengthen recurring revenues. The goal is to preserve financial flexibility while continuing to provide the services, infrastructure, and amenities that are important to the community.

Broomfield is also approaching an important period of transition as the community moves toward buildout. This creates an opportunity to shift our focus from simply expanding services and assets to ensuring that existing investments are maintained effectively, services are delivered efficiently, and future commitments are financially sustainable.

The 2027 Proposed Budget reflects that approach. It maintains strong reserves, protects core services, makes targeted investments where needs are demonstrated, and continues the expenditure discipline that has strengthened Broomfield's financial position.

Most importantly, Broomfield has the time, information, and financial capacity to plan thoughtfully. The City's strong financial foundation allows Council and staff to address emerging trends proactively rather than react to them later. The same disciplined approach that has positioned Broomfield well today will help maintain that stability for 2027 and the years ahead.

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

2027 Key Highlights:

Employee compensation was the highest personnel priority in developing the 2027 Proposed Budget.

In 2026, employees received a below-average merit increase compared with historical increases, and no market adjustment was provided. That approach supported the organization's financial objectives during a constrained budget year. Continuing a reduced compensation strategy for a second consecutive year, however, could affect CCOB's ability to remain competitive in attracting and retaining a high-performing workforce.

As part of the 2027 budget development process, CCOB also evaluated employee health and wellness benefits and the broader total compensation package against peer organizations across Colorado's Front Range. The 2027 Proposed Budget restores market and merit adjustments to levels more consistent with CCOB's historical practices.

This investment is particularly important because vacancy rates throughout 2026 remained at historically low levels. While low vacancy is a positive indicator of workforce stability, it also means that personnel savings associated with vacant positions, which historically helped offset compensation expenditures, are significantly reduced.

Leadership remains committed to attracting and retaining high-quality employees through a competitive total rewards approach that includes compensation, comprehensive benefits, flexible work arrangements, professional development, a positive organizational culture, and meaningful employee engagement and recognition.

For 2027:

- Merit increases are proposed at an average of 3.0%.
- Salary ranges are proposed to move by 2.5%. This adjustment will only result in a salary change for employees whose current salary would otherwise fall below the minimum of their applicable range or quartile.

These investments recognize that maintaining high-quality public services ultimately depends on maintaining a skilled, engaged, and stable workforce.

The 2027 budget includes a limited number of new full-time positions targeted to specific strategic, operational, and mandated needs. These positions are not intended to represent a return to broad organizational staffing growth. Rather, each position has been evaluated based on demonstrated workload, regulatory or contractual requirements, operational efficiency, succession planning, or its ability to strengthen the organization's long-term capacity.

Looking beyond 2027, future staffing needs are anticipated in areas including Asset Management, Artificial Intelligence, data and analytics, and process improvement. These targeted investments are intended to strengthen organizational capabilities, improve operational efficiency, enhance data-driven decision making, and support long-term organizational and financial sustainability.

CCOB will continue to carefully evaluate requests for new or reclassified full-time positions to ensure additions are strategically justified, financially sustainable, and aligned with organizational priorities.

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Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

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Vacant positions will continue to be thoughtfully evaluated throughout 2027 to ensure staffing levels and responsibilities remain aligned with operational needs, service delivery, and organizational priorities. Where appropriate, CCOB may consider restructuring responsibilities, limited-term appointments, process improvements, or technology and automation to support efficient service delivery and responsible personnel management.

Vehicle replacement was limited in 2026, and the 2027 budget continues to emphasize essential fleet needs. Replacement decisions will consider operational requirements, vehicle condition, safety, lifecycle costs, and opportunities to extend the useful life of existing vehicles.

Included in the 2026 Revised Budget amendment is the purchase of three new K-9 patrol vehicles. These vehicles are specifically required to accommodate new police service dogs and require specialized K-9 equipment and outfitting. The estimated total cost of the three vehicles is \$345,000.

The broader fleet replacement strategy will continue to prioritize operational necessity, vehicle condition, safety, lifecycle costs, and the ability to responsibly extend the useful life of existing assets.

Key 2027 Budget Highlights

Budget Item / Initiative	Strategic Driver	2027 Budget Impact
Assistant City and County Attorney	Addresses increased workload, improves operational efficiency, and supports long-term succession planning.	\$59,234 ongoing addition
Data Engineer	Addresses data infrastructure and integration needs associated with the new Oracle Cloud ERP environment and supports expanded organizational use of data.	\$179,855 ongoing addition
Stormwater Construction Inspections Supervisor	Supports planned stormwater projects identified in the CIP Long Range Plan and provides necessary construction oversight.	\$180,571 ongoing addition
Water Resource Analyst	Supports expanding technical infrastructure and increasing state-mandated regulatory, reporting, and environmental obligations.	\$126,535 ongoing addition
Ranked Choice Voting	Provides resources necessary to comply with the voter-approved 2021 Ballot Question 2A.	\$176,327 biennial ongoing addition
Recreation WebTrac Mobile Application	Improves customer access and enhances the user experience for recreation services.	\$36,060 ongoing addition

Fund Reserves:

Broomfield’s reserve policy sets the minimum reserve at 10% of operating costs. However to meet the “best in class” goal for both General Government and Utility Funds the budget is structured to achieve 20% of current-year operational expenditures. The 2025 transfers resulted in just over 20% reserves based on operational expenditures. The 2027 proposed budget includes no new transfers to reserves since the current reserve still meets the 20% goal, and the reserve balance equates to \$31.6 million. The future reserve level will not increase above 20%. The City and County intends to maintain the 20% amount in perpetuity.

City and County General Governmental Funds have several other reserved funds, such as a housing reserve, cemetery perpetual care, E911 reserves, and debt services. Each of these reserves is set aside for specific purposes and is directed by organizational policy and/or specific lender requirements in the case of debt reserves. Reserves should only be used for their intended purposes.

Governmental Funds:

The City and County of Broomfield budgets are based on governmental accounting best practices and utilize “funds” to be transparent about how revenues are allocated and spent. General Government Funds are one fund type used for most governmental functions. Figure 1 below shows all Broomfield General Governmental Funds.

Figure 1



A significant fiscal consideration is the anticipated softening of total revenues for the 2027 cycle, which is primarily attributable to the tapering of various large grant awards and intergovernmental allocations. Notably, one-time capital resources provided through the American Rescue Plan Act have been entirely utilized by mid 2026, resulting in a complete absence of these specific funds within the 2027 Proposed Budget.

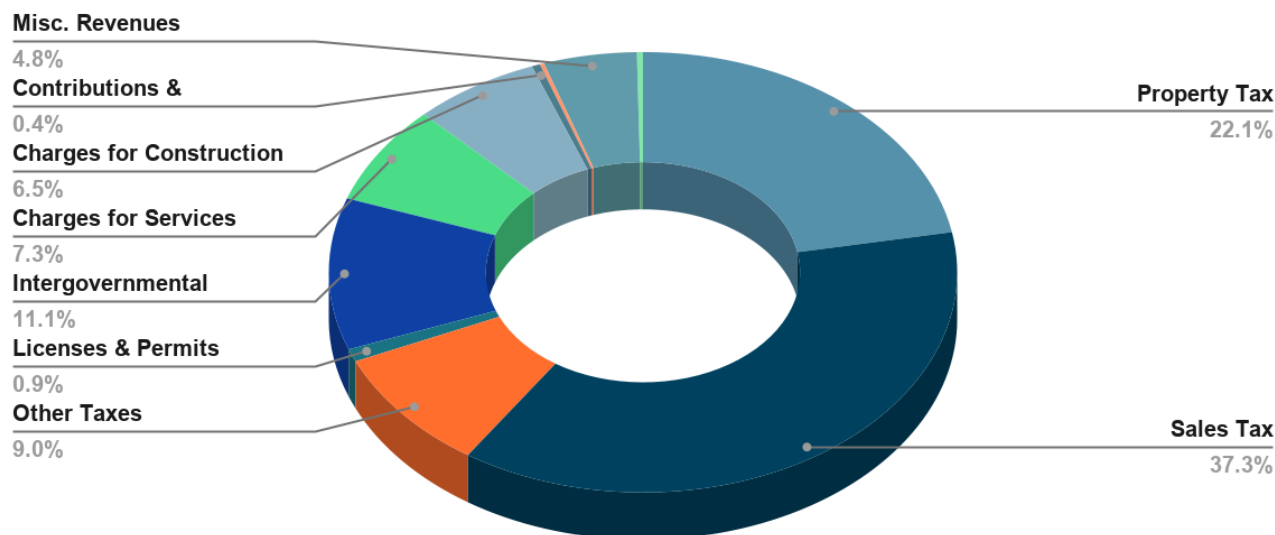
Major Revenues (Governmental Funds):

Three sources of revenue account for approximately 93% of the total revenues in the 2027 Budget, as shown in Figure 2: Taxes, including Sales Taxes (37%), Property Taxes (22%), and Other Taxes (9%: Use Tax, Lodging Tax, Gas & Electric, etc.), Intergovernmental (11%), and Charges for Services¹ (14%). The purpose for these revenues and their corresponding allocation by the fund is either guided by the Council policy (property tax and sales tax), by ordinance or state law (utility charges for service), or by the Governmental Accounting Standards Board (fiduciary contributions).

Figure 2

2027 Proposed Revenue by Type (Excluding Interfund Activities)

Total = \$261M



**Sales Tax includes Audit Revenue-Sales Tax*

- I. Sales Tax Revenue: Sales tax revenues are projected to be \$97.3 million in 2027, representing approximately 37% of the total revenue expected to be collected. This increase is 6% higher than the 2026 Revised Budget.
- II. Property Tax Revenue: Property tax revenue accounts for approximately 22% of the total revenues expected to be collected in 2027. Colorado statutes require property reappraisals every two years.
 - A. The next reappraisal will occur in 2027 for the 2028 tax year. In Colorado, the assessed value for commercial property is set at 27.9% of the actual value, while the residential assessed values are currently set at 6.7% of the market value pursuant to SB24-233. Figure 1 reflects

¹ Includes a one-time Charges for Construction revenue

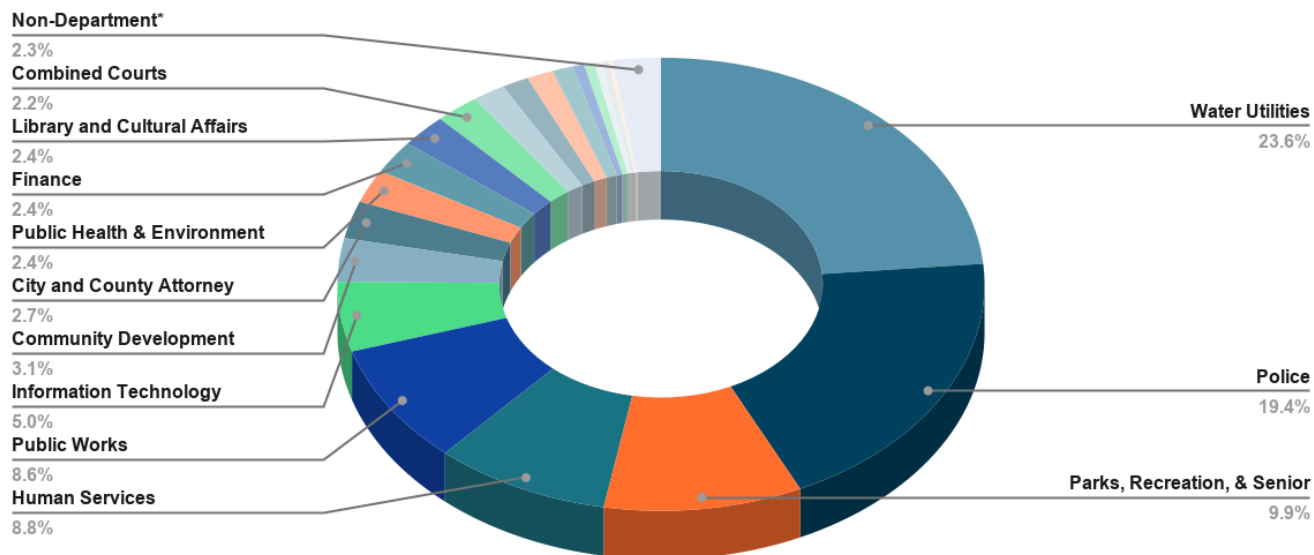
the property tax year 2027, payable and collected in 2027 at \$57 million. Property tax revenues are expected to increase 7% in 2027 from the 2026 Revised Budget.

- III. Charges for Services: Charges for Services revenue include an increase in recreation fees for 2027. Charges for Services account for approximately 7% of the total general governmental revenues expected to be collected in 2027, and they are projected to increase by 10% over the 2026 Revised estimates.
- IV. Intergovernmental & Contributions: These revenues account for 11% of annual revenues. Intergovernmental revenues are quite variable and are impacted by the type of available grants and which ones CCOB successfully obtains. The 2027 proposed budget reflects a sizable decrease in intergovernmental revenues over the 2025 and 2026 budgets. This is primarily due to one-time ARPA revenues included in the 2025 and 2026 budgets.

Expenditures (Governmental Funds):

Figure 3

2027 Proposed Budget by Department Total = \$260M



*Non-Department houses the budget for Market and Merit adjustments

The 2027 budget marks the fourth year that CCOB has prioritized expenditures using three primary classifications: Mandates, Obligations, and Critical Needs. This framework provides a consistent and transparent approach for evaluating budget requests and ensuring resources are aligned with the organization's highest priorities.

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Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

These classifications distinguish between required investments and discretionary additions:

Mandates: Regulatory or statutory requirements imposed at the federal or state level that require CCOB to provide a service, perform an activity, or incur an expenditure.

Obligations: Existing contractual requirements, agreements, or other financial commitments that CCOB is required to fulfill.

Critical Needs: Investments essential to the effective operation of the organization. These investments support public health, environmental protection, community safety, continuity of operations, and the responsible management of financial, operational, and legal risks.

The framework provides a disciplined approach to balancing new investments with the ongoing costs of maintaining existing services, infrastructure, and commitments. As CCOB continues to evaluate future needs, new programs and service enhancements will be considered thoughtfully alongside available resources and their long-term financial impact.

Finance staff met with every department to conduct a detailed, line-by-line review of historical spending patterns, current operating requirements, and proposed budget requests. The objective was to align the 2027 budgets with actual spending patterns, consider factors that may influence future needs, and evaluate requests using CCOB's prioritization framework of Mandates, Obligations, and Critical Needs.

The review examined staffing, contractual expenditures, operating costs, programs, capital needs, historical spending, and opportunities to improve efficiency. This process provided greater insight into departmental operating needs, identified available budget capacity, and strengthened the alignment between budgeted resources and actual requirements. It also supported informed decisions regarding new funding requests and future priorities.

Finance continues to manage a comprehensive process through which departmental financial requests are reviewed, evaluated, rated, and discussed before being incorporated into the proposed budget. Budget optimization is not a one-time exercise; it is an ongoing management practice that ensures CCOB regularly evaluates how resources are being used and whether they remain aligned with organizational priorities and community needs.

This continued focus on budget optimization reflects CCOB's commitment to responsible stewardship of public resources while maintaining the financial flexibility needed to support current and future community priorities.

The objective is to maintain a strong balance between investing in the community today and preserving the financial flexibility needed to support Broomfield's priorities in the future.

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Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

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2026 Capital Improvements Program:

The Revised 2026 Budget shows higher Capital Improvement Project (CIP) expenses compared to both the 2025 Actuals and the 2026 Recommended Budget. This is because many larger projects are multi-year projects where the appropriation is required upfront because of large contracts. Again, many CCOB capital projects span multiple fiscal years, with unspent appropriations carried forward until projects are completed. On March 10, 2026, approximately \$56.3 million in General Governmental and \$52.9 million in Utility capital appropriations were carried forward. Remaining balances may continue into the 2027 budget.

2027-2031 Capital Improvements Program

The proposed [five-year CIP](#) aligns capital investments with available resources and incorporates approximately \$152 million from three bond issuances completed in early 2026. Project schedules and funding were adjusted to better reflect actual spending, operational priorities, available funding, and the organization's growing focus on asset maintenance.

Key changes include streamlining parking lot reconstruction, aligning recurring projects with historical spending, shifting eligible roadway projects to BURA, adjusting vehicle replacement funding for three K-9 vehicles, and incorporating the Citywide Roadway Asphalt Patching Program into the CIP.

The five-year CIP reflects a significant shift toward maintaining existing infrastructure. Approximately 75% is dedicated to preventative maintenance, repair, rehabilitation, and replacement, while 25% supports new capital projects.

This approach does not eliminate investment in new infrastructure. Instead, new projects will be evaluated alongside existing asset needs, available financial capacity, community priorities, and the long-term costs of operating and maintaining additional assets. The goal is to protect Broomfield's substantial infrastructure investment and prevent deferred maintenance from becoming a larger future financial obligation.

We acknowledge all the Finance and department staff members who assisted in preparing this comprehensive budget document. We appreciate their efforts and professionalism. We also thank the Mayor and the Council for their policy leadership and proud commitment to Broomfield.

2027 Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to facilitate the development and redevelopment of specific areas within Broomfield. These areas require improvements and investments to encourage the envisioned or proposed development, which is funded through the future increase in tax revenues resulting from the private development and activity. BURA oversees the activities and financing of these improvements and resulting development in the designated Urban Renewal Areas (URAs). Currently, BURA is overseeing 10 active URAs and 2 inactive URAs. The boundaries of each URA are legally established through Broomfield City Council action, under the guidelines as established by the State of Colorado.

BURA Administrative and Financial Review

Beginning in 2025, in collaboration with both financial and legal consultants, BURA has conducted an extensive review of its operations and the financial position of BURA and each URA. Documentation for each URA was analyzed, including those covering their formation, amendments, Urban Renewal Plan, increment pledges from the various taxing entities, and any agreements between BURA and developers.

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Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

The financial review looked at revenues, expenditures and obligations. The revenue streams include those as part of the establishment of a specific URA (such as partner entity property tax rate/revenue pledges) and additional revenue dedicated to an area or development project, through an agreement. The review included looking at revenues and expenditures for each URA going back to their initial formation.

This work required reviewing multiple information sources, historical agreements, Tax Increment Financing (TIF) structures, and prior development commitments. The effort has been complex as regulations and guidance of urban renewal have evolved over time, while at the same time URAs in Broomfield have been modified to reflect proposed and potential development before the area expiration, affecting how the areas and their financial obligations must be evaluated.

The financial consultant's, Plante Moran (PM), engagement focused on financial reports, operations policies, and a detailed review of year 2025 general ledger transactions. The PM team reviewed and evaluated the appropriateness of projects charged to BURA for public improvements being completed to remediate blight and encourage development in each URA. All identified BURA projects that historically utilized property tax increments were found to be suitable. At the same time, the PM team reviewed a portion of CCOB's funded and completed Capital Improvement Projects (CIP), which occurred in or served various URAs. The PM team advised that several of the CCOB CIP projects should or could have utilized BURA funds. These CIP funding adjustments are recognized within the 2026 Revised and 2027 Proposed Budgets, aligning CCOB and BURA allocations with the provided recommendations.

The review also identified developer agreements for funding infrastructure improvements and facilitating development in the Amended West 120th URA. This specific URA had adequate financial resources established to meet this infrastructure and development obligation. The City and County of Broomfield provided additional funding to ensure the project would occur. Given the URA's tax increment fund (dedicated property tax revenues from the participating entities) could meet the financial obligation, CCOB will recoup the sales tax share and properly allocate the expense to the property tax increment. This development agreement obligation has been satisfied, and these adjustments are reflected in the BURA budget, specifically, the Amended West 120th URA, along with recent and future annual transfers from CCOB to BURA being concluded for this development project.

This comprehensive review and full analysis of each URA area's financial and planned activities suggests several URAs may have adequate funds to cover planned obligations. The final element of the analysis is to determine recommended actions for evolving the future financial commitments for these URAs with respect to the participating entities. These recommendations, if adopted, would impact future revenues, but would not impact the existing funds nor the ability to meet any current or existing planned obligations. At the same time, the legal and financial consultants provided guidance for addressing previous intra-BURA fund advances between specific URAs. Both recommendations for adjustments to taxing entity participation and appropriately addressing these historic intra-BURA advances will be brought for the BURA Board's comprehensive consideration in a future meeting.

The 2026 Revised and 2027 Proposed Budgets thus reflect the items which can be addressed through administrative adjustments (and approved with the budget adoption); the items requiring specific Board actions are not included in the currently proposed budget, but will be incorporated, depending on Board action, in a future Board amendment.

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Much of Broomfield's significant development during the early 2000s was also governed by individual developer agreements. Those agreements were negotiated at different times and under different circumstances, resulting in varying financial incentive structures and obligations.

The review has been further complicated by staff turnover over several decades without comprehensive centralized documentation of developer agreements or detailed historical records identifying eligible expenditures within individual URAs. Reconstructing these agreements, obligations, available resources, and eligible expenditures has therefore required significant research and analysis.

This work is now providing BURA with a clearer and more comprehensive understanding of the general and various URA's financial position and how eligible resources can be appropriately aligned with capital investments.

The review identified multiple CCOB capital projects completed in recent years that were eligible for funding through BURA but were instead paid directly from the CCOB Capital Projects Fund. Based on the information compiled, staff intends to implement appropriate adjusting entries during 2026, which will be reflected in the 2027 budget.

Going forward, this work will strengthen financial transparency and help ensure that eligible BURA resources are appropriately utilized before other CCOB funding sources are committed.

BURA Budget Overview

2027 BURA revenues are budgeted at \$70.3 million, representing a 1.65% increase compared to the 2026 original BURA budget. BURA expenditures in 2027 are budgeted at \$56.1 million. BURA also pays the City and County of Broomfield to cover administration costs and professional services related to the development of urban renewal areas. The 2027 budget includes \$5.2 million for administrative and professional services expenditures.

2027 Arista Local Improvement District Budget

The Arista Local Improvement District (ALID) was established to facilitate the construction of transportation facilities in the Arista Development. The ALID is supported by a 0.2% sales tax collected on all taxable sales within its boundaries, and the revenue generated by the tax has been pledged to support the Arista Metro District's (AMD) debt service on bonds sold to construct the parking structure.

The only allowable use of the revenue is to support the funding of public transportation services or improvements. The 2027 budget for the ALID exists solely to authorize payments to AMD, as noted. The 2027 proposed ALID budget includes \$45,000 in sales tax revenue and \$45,000 in expenditures related to the AMD debt service for the construction of the parking structure.

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

2027 Enterprise Utility Rate Ordinance Background and Details

Enterprise Fund Background

Over the past three years, staff has shifted the Enterprise revenue model from a heavy reliance on growth and development, to a balanced funding model that is less dependent on growth. This transition enhances Broomfield's ability to proactively identify, prioritize, and address critical infrastructure needs and support long-term system reliability. Furthermore, in an effort to maintain sustainability and reduce consumption, a standard tiered billing model was adopted in 2023 for residential customers and a similar model is proposed for the commercial class for 2027. Key financial steps taken over the last several years to shift to a more balanced model for the future include:

2023

- Implementing tiered residential rates to incentivize conservation and increase usage fee revenue

2024

- Conducting a comprehensive assessment of utilities infrastructure with AECOM
- Approval of a base rate increase for 2025 to solidify and balance revenue sources
- Approval of the creation of Stormwater Enterprise Fund in 2025
- Increased transparency: workshops, webpage, quarterly updates

2025

- Continued focus on stabilizing revenue streams in preparation for Q1 2026 bond issuances
 - Aa2 rating from Moody's: high investment grade
- Approval of rates for second year of five year plan (15% Water and Sewer, 9% for Stormwater)
- Increased transparency: formation of the FLOW Committee

2026

- Successful issuance of Water and Sewer bonds in Q1 2026
- Further refine long term infrastructure needs and costs
- Monthly FLOW Committee meetings to obtain input on 2027 rate recommendations

The financial stability of the Enterprise Funds has strengthened over the last three years. This puts Broomfield in a better position to ensure the long-term reliability and sustainability of the water, sewer, reuse, and stormwater systems.

Development Fee Projections

Staff is projecting lower total water and sewer license fee revenue in 2026 and 2027 compared to 2024 and 2025 due to continued economic uncertainty. Inflation, foreign policy, and interest rates are all impacting development. Overall, demand remains high to move to and live in Broomfield despite there being lower levels of construction.

Staff is currently projecting 2026 water license fee revenue of \$7M-\$8M and sewer license fee revenue of \$3M-\$4M. Staff is not expecting a return to more normal levels until 2028. This further highlights the importance of the focus on a balanced revenue stream between license fees, usage, and base fees.

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

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5 Year Fund Balance Projections

The tables below show where staff is currently projecting fund balances to end for water, sewer, reuse and stormwater over the next five years. Revenue results are based on the 5 year rate increases shown in the Future Rate Impact Projection section of this memo found below. These projections include updates for the CIP long range plan, Operating Expense refinements, debt service costs, and projected URAF program costs.

Water Fund Projections

The five year projection shows a positive balance in all years. The projections do show the balance decreasing to \$8.8M in 2028; however, extended projections show the balance increasing to \$15.1M by 2030.

Water Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beginning Water Fund Balance	\$51.2	\$20.6	\$14.1	\$8.8	\$17.5
Charges for Services	\$36.4	\$39.8	\$43.0	\$46.5	\$49.3
License & Tap Fees	\$7.7	\$10.0	\$12.2	\$20.6	\$9.5
Miscellaneous / Interest	\$1.3	\$1.3	\$1.1	\$1.1	\$1.1
Contra Revenue (URAF)	(\$0.3)	(\$0.3)	(\$0.3)	(\$0.3)	(\$0.3)
Total Revenue	\$45.1	\$50.9	\$56.1	\$68.0	\$59.6
O&M Expenses	\$26.4	\$27.2	\$28.1	\$28.9	\$29.8
Debt Payments	\$13.0	\$13.7	\$13.7	\$13.7	\$13.7
CIP	\$36.2	\$16.5	\$19.5	\$16.7	\$18.6
Total Expenses	\$75.7	\$57.4	\$61.3	\$59.3	\$62.1
Ending Water Fund Balance	\$20.6	\$14.1	\$8.8	\$17.5	\$15.1

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Sewer Fund Projections

The five year fund balances are higher than the target of maintaining 180 days of annual O&M Expense on hand. This is necessary due to the upcoming Phases 2 through 5 of the Wastewater Treatment Facility Expansion, which are projected to cost above \$500M. The higher fund balance will help reduce the amount that may need to be bonded in future years.

Sewer Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beginning Sewer Fund Balance	\$88.1	\$58.2	\$61.2	\$48.3	\$62.6
Charges for Services	\$20.9	\$22.7	\$24.7	\$26.9	\$28.9
License Fees	\$3.5	\$5.3	\$8.7	\$16.8	\$5.8
Miscellaneous Revenue	\$2.5	\$2.6	\$2.7	\$2.7	\$2.7
Total Revenue	\$27.0	\$30.7	\$36.1	\$46.4	\$37.4
O&M Expenses	\$12.8	\$13.1	\$13.5	\$13.9	\$14.6
Debt Payments	\$6.9	\$7.6	\$8.4	\$9.1	\$9.1
CIP	\$37.2	\$6.9	\$27.1	\$9.1	\$16.1
Total Expenses	\$56.8	\$27.7	\$49.0	\$32.1	\$39.8
Ending Sewer Fund Balance	\$58.2	\$61.2	\$48.3	\$62.6	\$60.2

Reuse Fund Projections

The five year projection shows a positive balance in all years. However, there are several larger projects that may need to be incorporated into the CIP plan in future years. Staff will continue to monitor the fund in coordination with the FLOW group. The CIP plan and financial projections should be re-evaluated at the end of 2026.

Reclaimed Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beginning Reuse Fund Balance	\$8.3	\$3.7	\$2.6	\$1.9	\$1.6
Charges for Services	\$1.4	\$1.5	\$1.6	\$1.7	\$1.8
License Fees	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Miscellaneous Revenue	\$0.3	\$0.3	\$0.3	\$0.3	\$0.3
Total Revenue	\$1.7	\$1.8	\$2.0	\$2.1	\$2.2
O&M Expenses	\$1.9	\$2.0	\$2.0	\$2.1	\$2.2
Debt Payments	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CIP	\$4.4	\$1.0	\$0.6	\$0.3	\$0.3
Total Expenses	\$6.3	\$3.0	\$2.6	\$2.4	\$2.4
Ending Reuse Fund Balance	\$3.7	\$2.6	\$1.9	\$1.6	\$1.4

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Stormwater Fund Projections

The five year projection shows a positive balance in all years. The projections do show the balance decreasing to \$0.2M in 2030. The Stormwater fund may require a rate increase higher than 7% for 2028; however, staff recommends a 7% increase for 2027 and re-evaluating the fund balance and position after 2026 for 2028 rate setting.

Stormwater Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beg Stormwater Fund Balance	\$4.6	\$2.6	\$1.8	\$1.5	\$2.2
Charges for Services	\$6.6	\$7.0	\$7.5	\$8.0	\$8.4
License Fees	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Miscellaneous Revenue	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Revenue	\$6.6	\$7.1	\$7.5	\$8.1	\$8.5
O&M Expenses	\$3.9	\$4.1	\$4.2	\$4.3	\$4.4
Debt Payments	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CIP	\$4.7	\$3.8	\$3.6	\$3.1	\$6.0
Total Expenses	\$8.7	\$7.9	\$7.8	\$7.4	\$10.4
Ending Stormwater Fund Balance	\$2.6	\$1.8	\$1.5	\$2.2	\$0.2

2027 Rate Recommendations

Next year is the third year of the five-year rate plan. Staff's recommendation for 2027 is to continue with the previously communicated increase of 7%, but also to implement a tiered rate structure for Commercial customers for the Water fund.

Commercial Tiers

Broomfield currently has a single rate structure for commercial customers, but a tiered rate structure for single family homes. Most municipalities have a tiered structure for both customer classes. Moving to tiered commercial rates will ensure fiscal and infrastructure sustainability, incentive businesses to conserve water, and create a more equitable rate structure for businesses and homeowners.

Key considerations in creating tiers for commercial customers include the following:

- Design rates based on analysis of past metered water use among commercial sector
- Minimize impact on routine, indoor water uses that are likely central to business operations
- Highest tiered rates are set at volumes typically reached only during summer peak use
- Commercial and Industrial Users account for 15% of total water usage in 2025 and only 10% of the revenue. The new commercial tiers and rates will bring the revenue contributed to almost 12%.
- Tiered rates will be applied to all nonresidential accounts, including commercial entities, industrial users, schools, churches, and public or institutional buildings with irrigation accounts continuing to charge a flat rate of \$3.96 per 1,000 gallons.

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Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Using the above considerations, staff is proposing the 4 tiers below. An explanation is provided for each tier:

- Tier 1: 0-39 kgal. Explanation: This tier is a little higher than the average monthly winter use of all businesses, which was 35,000 in 2024. This is intended to cover indoor use only.
- Tier 2: 40-149 kgal. Explanation: This tier aims to cover below average and median summer use. It should cover roughly 85% of summer use.
- Tier 3: 150-1,500 kgal. Explanation: Covers 99% of water users.
- Tier 4: > 1,500 kgal. Explanation: Only 1% of current commercial users will have some usage in tier 4. The majority of their usage would still be charged within the tiers 1 through 3.

Projected Rates			Difference	
Fee Type	2026	2027	Diff (\$)	Diff (%)
Water Usage (0 -39k gal)	\$3.70	\$3.96	\$0.26	7%
Water Usage (40 - 149k gal)	\$3.70	\$4.30	\$0.60	16%
Water Usage (150k - 1.5M gal)	\$3.70	\$5.40	\$1.70	46%
Water Usage (1.5M+ gal)	\$3.70	\$9.80	\$6.10	165%

Commercial customers will be charged the Tier 1 rate for the first 39k gallons, and only be charged at the next rate for the usage within the next tier. Staff projects that about half of commercial accounts (46%) will not have usage above 39k gallons and will therefore only see a 7% increase in 2027. Commercial monthly base charges are set to increase by 7% in line with the increase for 2027 in the five year plan.

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Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

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Rate Changes

The tables below show the previously communicated five year rate plan along with key recommended rate changes for various customer types for 2027. These include:

- Five year rate plan
- Residential water, sewer, and stormwater rates
- Reuse rates
- Development fees

Five Year Rate Plan

Fund	2025	2026	2027	2028	2029
Water, Sewer, Reuse	50%	15%	7%	7%	7%
Stormwater	Create	9%	7%	7%	7%

Proposed Residential rate increases for 2027

Projected Rates			Difference	
Fee Type	2026	2027	Diff (\$)	Diff (%)
Water Base Fee	\$42.45	\$45.42	\$2.97	7%
Multi-family Usage	\$2.93	\$3.14	\$0.21	7%
Single Family Usage Tiers:				
Water Usage (0 - 5k gal)	\$2.75	\$2.94	\$0.19	7%
Water Usage (6 - 9k gal)	\$4.39	\$4.70	\$0.31	7%
Water Usage (> 9k gal)	\$6.22	\$6.66	\$0.44	7%
Sewer Cost/1,000 gallons	\$6.26	\$6.69	\$0.43	7%
Sewer Fed Mandate Charge	\$0.52	\$0.52	\$0.00	0%
Sewer Env Compliance Fee	\$10.35	\$11.07	\$0.72	7%
Stormwater Fee	\$12.00	\$12.84	\$0.84	7%

Proposed Reuse Rates

Fee Type	2026	2027	Diff (\$)	Diff (%)
Reuse Base Fee (3/4 inch)	\$11.45	\$12.25	\$0.80	7%
Reuse Usage Fee	\$1.51	\$1.62	\$0.11	7%

Proposed Development Fees

Staff is recommending a 4% increase to the water, sewer, and reuse development license fees for 2027, which is in line with typical CPI (Consumer Price Index) annual growth rates.

Fee Amount			Difference	
Type	2026	2027	Diff (\$)	Diff (%)
Water Tap	\$39,350	\$40,925	\$1,575	4%
Sewer Tap	\$15,500	\$16,120	\$620	4%
Reuse Tap	\$14,350	\$14,925	\$575	4%

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Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

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The 2027 rate adjustments staff are proposing, including implementing a Commercial tier structure similar to those of Residential Single Family homes, are essential to maintaining the reliability of the City and County of Broomfield's utility systems. These adjustments support the City's ability to meet current and future water demands while ensuring the continued protection of public health and safety.

Impact to Customers

The tables below show the estimated dollar impact to an average monthly utility bill for various customer types.

Impact to Single Family Home Average Monthly Bill

Fee Type	Rates		Average Bill *		Difference	%
	2026	2027	2026	2027		
Water Meter Base Charge	\$42.45	\$45.42	\$42.45	\$45.42	\$2.97	7%
Water Usage Tier 1 (0-5k gal)	\$2.75	\$2.94	\$13.75	\$14.70	\$0.95	7%
Water Usage Tier 2 (6-9k gal)	\$4.39	\$4.70	\$17.56	\$18.80	\$1.24	7%
Water Usage Tier 3 (> 9k gal)	\$6.22	\$6.66	\$0.00	\$0.00	\$0.00	
Sewer Service Charge	\$6.26	\$6.69	\$37.56	\$40.14	\$2.58	7%
Sewer Fed Mandate Charge	\$0.52	\$0.52	\$3.12	\$3.12	\$0.00	0%
Sewer Env Comp Base Charge	\$10.35	\$11.07	\$10.35	\$11.07	\$0.72	7%
Stormwater Base Charge	\$12.00	\$12.84	\$12.00	\$12.84	\$0.84	7%
Total Bill			\$136.79	\$146.09	\$9.30	6.8%
* based on 9,000 gallons for water and 6,000 gallons for sewer.						
9,000 gallon/month based on 4 year historical average of 107,000 gallons per year for single family 0.75 inch						

Impact to Multi-Family Home Average Monthly Bill

Fee Type	Rates		Average Bill *		Difference	%
	2026 Rate	2027 Rate	2026	2027		
Water Base Fee	\$42.45	\$45.42	\$42.45	\$45.42	\$2.97	7%
Water Usage Charge	\$2.93	\$3.14	\$8.79	\$9.42	\$0.63	7%
Sewer Service Charge	\$6.26	\$6.69	\$25.04	\$26.76	\$1.72	7%
Sewer Fed Mandate Charge	\$0.52	\$0.52	\$2.08	\$2.08	\$0.00	0%
Sewer Env Comp Base Charge	\$10.35	\$11.07	\$10.35	\$11.07	\$0.72	7%
Stormwater Base Charge	\$7.20	\$7.70	\$7.20	\$7.70	\$0.50	7%
Total Bill			\$95.91	\$102.45	\$6.54	6.8%
* based on 3,250 gallons for water and 4,000 gallons for sewer. Numbers are rounded down for billing.						
3,250 gallon/month based on 2 year historical average of 39,000 gallons per year for residential multi-unit homes						

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Impact to a Business with a 2" Tap

Commercial (Medium) - 2 inch tap - Average Monthly Bill						
	Rates		Average Bill *		Difference	
	2026	2027	2026	2027	\$	%
Water Base Fee	\$226.33	\$242.17	\$226.33	\$242.17	\$15.84	7%
Water Usage Tier 1 (0-39k gal)	\$3.70	\$3.96	\$148.00	\$158.40	\$10.40	7%
Water Usage Tier 2 (40-149k gal)	\$3.70	\$4.30	\$407.00	\$473.00	\$66.00	16%
Water Usage Tier 3 (150-1,499k gal)	\$3.70	\$5.40	\$265.78	\$387.90	\$122.12	46%
Water Usage Tier 4 (1,500k+ gal)	\$3.70	\$9.80	\$0.00	\$0.00	\$0.00	0%
Water Usage			\$820.78	\$1,019.30	\$198.52	24%
Water Service*			\$1,047.11	\$1,261.47	\$214.36	20.5%
Sewer Cost/1,000 gallons	\$6.26	\$6.69	\$1,032.90	\$1,103.85	\$70.95	7%
Fed Mandate Charge	\$0.52	\$0.52	\$85.80	\$85.80	\$0.00	0%
Env Compliance Fee	\$10.35	\$11.07	\$10.35	\$11.07	\$0.72	7%
Sewer Service*			\$1,129.05	\$1,200.72	\$71.67	6%
Stormwater Service	\$2.88	\$3.08	\$109.44	\$117.04	\$7.60	7%
Total Bill			\$2,285.60	\$2,579.23	\$293.63	12.8%
* based on 222k gallons for water and 165k gallons of average winter consumption for sewer.						
222,000 gallons/month based on annual usage of 2,664,000 for example entity.						
Impervious square footage of 38,000.						

Utility Rate Assistance

The increase in fees can be challenging for our residents. The existing Utility Rate Assistance Fund (URAF) program was adjusted to 60% AMI in 2026. The program will continue at the 60% AMI eligibility level in the 2027 budget. The 2026 budget for URAF was \$300,000; however, 2026 activity indicates this line item may be reduced in future years. As of the date this memorandum was drafted, a total of 842 applications have been initiated, 633 have been processed, with 209 still in progress.

Next Steps

2027 Proposed Budget

Staff is seeking Council and public comments regarding the proposed 2027 Operating and Capital Budgets for the City and County of Broomfield, Arista Local Improvement District, and Broomfield Urban Renewal Authority. The proposed 2027 budgets for all entities will be presented to the City Council on October 27, 2026, for consideration and final adoption.

2027 Enterprise Funds

If the City Council adopts Ordinance No. 2308 on first reading, then a public hearing and second reading of the ordinance will be scheduled for October 27, 2026, to be held concurrently, considering the 2027 proposed budget. Pending approval of Ordinance No. 2308, the rates will be effective beginning January 1, 2027, with the first bills due in February 2027 (billed in arrears).



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Graham Clark, Finance Director

Memo Title/Subject: Public Hearing for CCOB, BUR, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

There are two parts to this item:

2027 Proposed Budgets

No action is required at this time. The purpose of this item is to hold the public hearing as required by the Charter for the City and County of Broomfield, the Broomfield Urban Renewal Authority, and the Arista Local Improvement District.

2027 Proposed Enterprise (Utility) Rates

If Council desires to proceed with amending utility rates, then the appropriate motion is...

- That Ordinance No. 2308 be adopted on first reading and ordered published in full;
- That a public hearing and second reading of the Ordinance be held on October 27, 2026, at 6 pm, as allowed by City Council Procedures and Rules of Order.

Summary

2027 Budget Public Hearing

The purpose of the public hearing is to allow all interested parties an opportunity to provide comments regarding the 2027 Proposed Budgets, including Capital Improvement Programs, before Council consideration for the adoption of the budgets for the City and County of Broomfield (CCOB), the Broomfield Urban Renewal Authority (BUR), and the Arista Local Improvement District (ALID).

The [proposed budgets and related documents](#) were available for public review and comment on Broomfield.org/Finance on September 3, 2026. Public comments can be submitted via [an online form](#) by noon, October 7, 2026.

The Proposed Resolutions to approve the 2027 Budgets for each entity are scheduled for consideration by the Council at the October 27, 2026, Council meeting.

Enterprise Utility Rate Ordinance

[Ordinance No. 2308](#) Amending Water, Sewer, Reclaim Water, and Stormwater Fees outlines the fee and rate increases related to this agenda item. Next year marks the third year of the five year rate plan that began with 2025 rates. The proposed 2027 ordinance increases rates by 7% and implements commercial tiers, both

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of which will help cover the cost of maintaining aging infrastructure and upgrading the existing systems to meet regulatory requirements and handle future growth.

The purpose of the first reading of the 2027 Enterprise utility rates is to provide all interested parties an opportunity to provide comments regarding the 2027 Enterprise utility rates, before Council consideration for the adoption of the proposed 2027 Enterprise utility rates.

Prior Council or Other Entity Actions

2027 Budget

[May 7, 2026](#): Staff provided preliminary information and insights to inform Council on Broomfield's budget method and development process

[August 18, 2026](#): Staff provided information and insights to inform the Council on Broomfield's economic and financial outlook, influencing the 2026 revised budget and the 2027 operating and capital proposed budgets.

September 3, 2026: The City Council received the 2027 Proposed Budget and supporting documentation.

[September 3, 2026](#): The 2027 Proposed Budget and supporting documents were made available for public view and comments on the City's website.

[September 17](#) and [September 24, 2026](#): Study Sessions to discuss the 2027 Proposed Operating and Capital Budgets with department representatives.

Enterprise Funds

[May 7, 2026](#): Staff held the first 2026 quarterly Enterprise Funds study session and provided an overview of 2025 preliminary results and 5 Year Fund balance projections.

[July 21, 2026](#): Staff held the second 2026 quarterly Enterprise Funds study session, providing an update on consumption trends, license fee revenue projections, updated 5 Year Fund balance projections, and 2027 rate recommendations.

[September 24, 2026](#): Staff held the third 2026 quarterly Enterprise Funds study session and provided an overview of Enterprise-Related capital projects to Council.

Boards and Commissions Prior Actions and Recommendations

2026 FLOW Recommendations to Council

At the June 4, 2026, Fiscal Leadership on Water (FLOW) Committee meeting, the committee unanimously voted to approve these three recommendations to Council in regard to the enterprise utility rates:

- Adopt the City and County of Broomfield staff's 2027 rate proposal of a 7% increase for Water, Sewer, Reuse and Stormwater rates.
- Adopt the City and County of Broomfield staff's proposed commercial tiered rate structure.
- Adopt the City and County of Broomfield staff's 2027 proposed 4% license fee (commonly referred to as the "tap fee") increase.

Proposed CCOB, BURA, and ALID Budget Background and Details

Background - Budget

Budget Process and Philosophy

In addition, staff will continue with a comprehensive, clear, and transparent approach by bringing forth a consolidated number of budget amendments for the Council's review and consideration, and for transparency for Broomfield residents. Each budget amendment is designed to address specific topic areas outlined below.

- Budget Carryover Report (Q1): reflects the carryover of the capital and grant projects from the prior fiscal year.
- Budget Amendment 1 (Q1): Any adjustments and additions to operational and capital budgets (i.e., increased cost for Spring Cleanup).
- Budget Amendment 2 (In conjunction with adopting the following fiscal year's budget; Q4): reflects the current state of actual revenues and expenditures, including any supplemental requests, and sets the foundation for the following year's budget.
 - This amendment also includes the prior year's audited financials (actual beginning fund balances), which helps inform the ability to fund future year financial shifts.
- Budget Amendment 3 (Q4): if needed, addresses grants, which often require financial adjustments based on project or program status of implementation and execution due to the timing of the grant award.

Current and future budgeting processes are designed to ensure operational and capital success, focusing on creating a culture of accountability and intentionality while basing the budget on revenue and expenses. This helps to drive forward a sustainable, disciplined structure of reallocating funds and not continuing to increase expenditures arbitrarily.

A Deliberate Approach to 2027 Budget Development Process

The 2027 Proposed Budget reflects a continued commitment to responsible financial management while maintaining the high-quality services and community investments Broomfield residents expect.

Broomfield enters 2027 from a position of financial strength and stability. Over the past several years, the organization has strengthened its financial reserves, forecasting capabilities, prior financial commitments, financial analysis, and expenditure management practices. These efforts have provided a strong foundation for managing changing economic conditions while maintaining essential services and making thoughtful investments in the community.

The 2027 budget continues this disciplined approach. Resources have been carefully evaluated and prioritized toward mandates, existing obligations, and critical needs. At the same time, the budget avoids creating unnecessary ongoing commitments and focuses on new investments where there is a demonstrated operational, regulatory, or long-term organizational need.

Finance staff conducted a detailed, line-by-line review of departmental budgets, examining historical spending, current operating requirements, staffing, contractual expenditures, programs, capital needs, and

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opportunities for greater efficiency. In partnership with all departments, over the last couple years this work identified approximately [\\$15.6 million in savings and efficiencies](#), comprised of approximately \$4.6 million in ongoing savings and \$11 million in one-time savings . These efforts have helped maintain current service levels while ensuring resources are directed toward the organization's highest priorities. *This strategic and disciplined approach allowed for achieving high results with an overall budget increase just over 1.5% for the budget operating expenses.*

Broomfield's financial reserves also remain strong. The City's reserve policy establishes a minimum reserve of 10% of operating costs, while the budget is structured to maintain a 20% reserve level as a best-in-class target for the General Government funds. The 2027 Proposed Budget does not require additional transfers to reserves because existing balances already meet that target. The General Government reserve balance is approximately \$31.6 million.

Looking beyond 2027, the City's long-range financial projections provide an opportunity to plan proactively. Current projections indicate that beginning in 2028, ongoing expenditures will likely grow faster than recurring revenues if current trends continue. This is not an immediate budget concern or indication of a fiscal crisis. Rather, it is an early planning indicator that allows Council and staff to evaluate future priorities, expenditures, and revenue options well in advance.

This forward-looking approach is an important part of maintaining Broomfield's financial stability. The organization will continue to evaluate existing services and new investments, look for efficiencies, carefully manage ongoing commitments, and consider opportunities to strengthen recurring revenues. The goal is to preserve financial flexibility while continuing to provide the services, infrastructure, and amenities that are important to the community.

Broomfield is also approaching an important period of transition as the community moves toward buildout. This creates an opportunity to shift our focus from simply expanding services and assets to ensuring that existing investments are maintained effectively, services are delivered efficiently, and future commitments are financially sustainable.

The 2027 Proposed Budget reflects that approach. It maintains strong reserves, protects core services, makes targeted investments where needs are demonstrated, and continues the expenditure discipline that has strengthened Broomfield's financial position.

Most importantly, Broomfield has the time, information, and financial capacity to plan thoughtfully. The City's strong financial foundation allows Council and staff to address emerging trends proactively rather than react to them later. The same disciplined approach that has positioned Broomfield well today will help maintain that stability for 2027 and the years ahead.

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2027 Key Highlights:

Employee compensation was the highest personnel priority in developing the 2027 Proposed Budget.

In 2026, employees received a below-average merit increase compared with historical increases, and no market adjustment was provided. That approach supported the organization's financial objectives during a constrained budget year. Continuing a reduced compensation strategy for a second consecutive year, however, could affect CCOB's ability to remain competitive in attracting and retaining a high-performing workforce.

As part of the 2027 budget development process, CCOB also evaluated employee health and wellness benefits and the broader total compensation package against peer organizations across Colorado's Front Range. The 2027 Proposed Budget restores market and merit adjustments to levels more consistent with CCOB's historical practices.

This investment is particularly important because vacancy rates throughout 2026 remained at historically low levels. While low vacancy is a positive indicator of workforce stability, it also means that personnel savings associated with vacant positions, which historically helped offset compensation expenditures, are significantly reduced.

Leadership remains committed to attracting and retaining high-quality employees through a competitive total rewards approach that includes compensation, comprehensive benefits, flexible work arrangements, professional development, a positive organizational culture, and meaningful employee engagement and recognition.

For 2027:

- Merit increases are proposed at an average of 3.0%.
- Salary ranges are proposed to move by 2.5%. This adjustment will only result in a salary change for employees whose current salary would otherwise fall below the minimum of their applicable range or quartile.

These investments recognize that maintaining high-quality public services ultimately depends on maintaining a skilled, engaged, and stable workforce.

The 2027 budget includes a limited number of new full-time positions targeted to specific strategic, operational, and mandated needs. These positions are not intended to represent a return to broad organizational staffing growth. Rather, each position has been evaluated based on demonstrated workload, regulatory or contractual requirements, operational efficiency, succession planning, or its ability to strengthen the organization's long-term capacity.

Looking beyond 2027, future staffing needs are anticipated in areas including Asset Management, Artificial Intelligence, data and analytics, and process improvement. These targeted investments are intended to strengthen organizational capabilities, improve operational efficiency, enhance data-driven decision making, and support long-term organizational and financial sustainability.

CCOB will continue to carefully evaluate requests for new or reclassified full-time positions to ensure additions are strategically justified, financially sustainable, and aligned with organizational priorities.

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Vacant positions will continue to be thoughtfully evaluated throughout 2027 to ensure staffing levels and responsibilities remain aligned with operational needs, service delivery, and organizational priorities. Where appropriate, CCOB may consider restructuring responsibilities, limited-term appointments, process improvements, or technology and automation to support efficient service delivery and responsible personnel management.

Vehicle replacement was limited in 2026, and the 2027 budget continues to emphasize essential fleet needs. Replacement decisions will consider operational requirements, vehicle condition, safety, lifecycle costs, and opportunities to extend the useful life of existing vehicles.

Included in the 2026 Revised Budget amendment is the purchase of three new K-9 patrol vehicles. These vehicles are specifically required to accommodate new police service dogs and require specialized K-9 equipment and outfitting. The estimated total cost of the three vehicles is \$345,000.

The broader fleet replacement strategy will continue to prioritize operational necessity, vehicle condition, safety, lifecycle costs, and the ability to responsibly extend the useful life of existing assets.

Key 2027 Budget Highlights

Budget Item / Initiative	Strategic Driver	2027 Budget Impact
Assistant City and County Attorney	Addresses increased workload, improves operational efficiency, and supports long-term succession planning.	\$59,234 ongoing addition
Data Engineer	Addresses data infrastructure and integration needs associated with the new Oracle Cloud ERP environment and supports expanded organizational use of data.	\$179,855 ongoing addition
Stormwater Construction Inspections Supervisor	Supports planned stormwater projects identified in the CIP Long Range Plan and provides necessary construction oversight.	\$180,571 ongoing addition
Water Resource Analyst	Supports expanding technical infrastructure and increasing state-mandated regulatory, reporting, and environmental obligations.	\$126,535 ongoing addition
Ranked Choice Voting	Provides resources necessary to comply with the voter-approved 2021 Ballot Question 2A.	\$176,327 biennial ongoing addition
Recreation WebTrac Mobile Application	Improves customer access and enhances the user experience for recreation services.	\$36,060 ongoing addition

Fund Reserves:

Broomfield’s reserve policy sets the minimum reserve at 10% of operating costs. However to meet the “best in class” goal for both General Government and Utility Funds the budget is structured to achieve 20% of current-year operational expenditures. The 2025 transfers resulted in just over 20% reserves based on operational expenditures. The 2027 proposed budget includes no new transfers to reserves since the current reserve still meets the 20% goal, and the reserve balance equates to \$31.6 million. The future reserve level will not increase above 20%. The City and County intends to maintain the 20% amount in perpetuity.

City and County General Governmental Funds have several other reserved funds, such as a housing reserve, cemetery perpetual care, E911 reserves, and debt services. Each of these reserves is set aside for specific purposes and is directed by organizational policy and/or specific lender requirements in the case of debt reserves. Reserves should only be used for their intended purposes.

Governmental Funds:

The City and County of Broomfield budgets are based on governmental accounting best practices and utilize “funds” to be transparent about how revenues are allocated and spent. General Government Funds are one fund type used for most governmental functions. Figure 1 below shows all Broomfield General Governmental Funds.

Figure 1



A significant fiscal consideration is the anticipated softening of total revenues for the 2027 cycle, which is primarily attributable to the tapering of various large grant awards and intergovernmental allocations. Notably, one-time capital resources provided through the American Rescue Plan Act have been entirely utilized by mid 2026, resulting in a complete absence of these specific funds within the 2027 Proposed Budget.

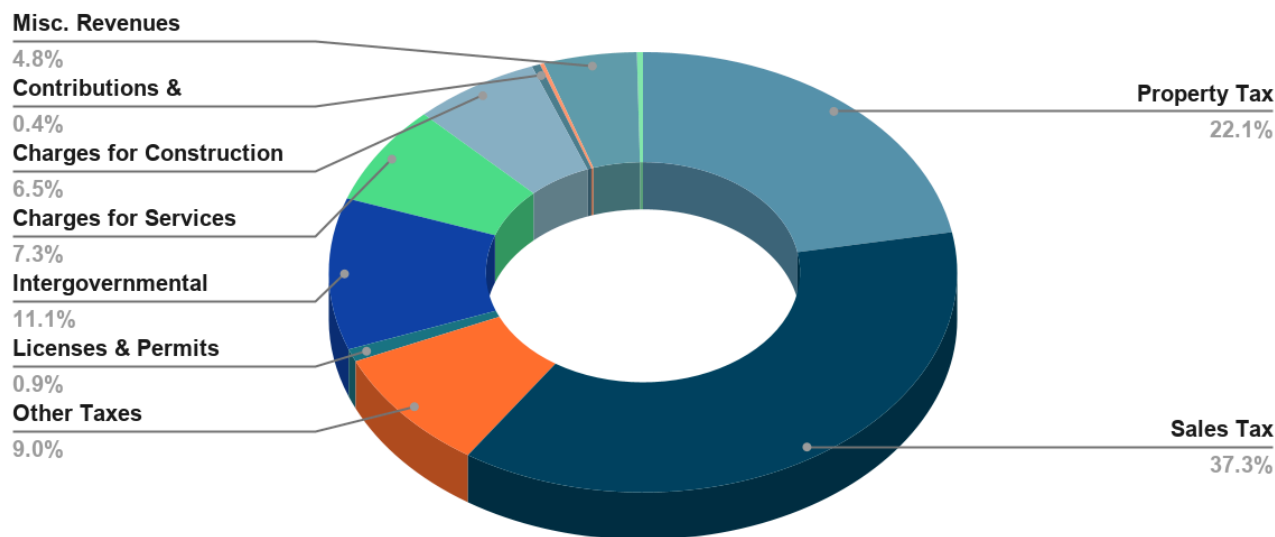
Major Revenues (Governmental Funds):

Three sources of revenue account for approximately 93% of the total revenues in the 2027 Budget, as shown in Figure 2: Taxes, including Sales Taxes (37%), Property Taxes (22%), and Other Taxes (9%: Use Tax, Lodging Tax, Gas & Electric, etc.), Intergovernmental (11%), and Charges for Services¹ (14%). The purpose for these revenues and their corresponding allocation by the fund is either guided by the Council policy (property tax and sales tax), by ordinance or state law (utility charges for service), or by the Governmental Accounting Standards Board (fiduciary contributions).

Figure 2

2027 Proposed Revenue by Type (Excluding Interfund Activities)

Total = \$261M



*Sales Tax includes Audit Revenue-Sales Tax

- I. Sales Tax Revenue: Sales tax revenues are projected to be \$97.3 million in 2027, representing approximately 37% of the total revenue expected to be collected. This increase is 6% higher than the 2026 Revised Budget.
- II. Property Tax Revenue: Property tax revenue accounts for approximately 22% of the total revenues expected to be collected in 2027. Colorado statutes require property reappraisals every two years.
 - A. The next reappraisal will occur in 2027 for the 2028 tax year. In Colorado, the assessed value for commercial property is set at 27.9% of the actual value, while the residential assessed values are currently set at 6.7% of the market value pursuant to SB24-233. Figure 1 reflects

¹ Includes a one-time Charges for Construction revenue

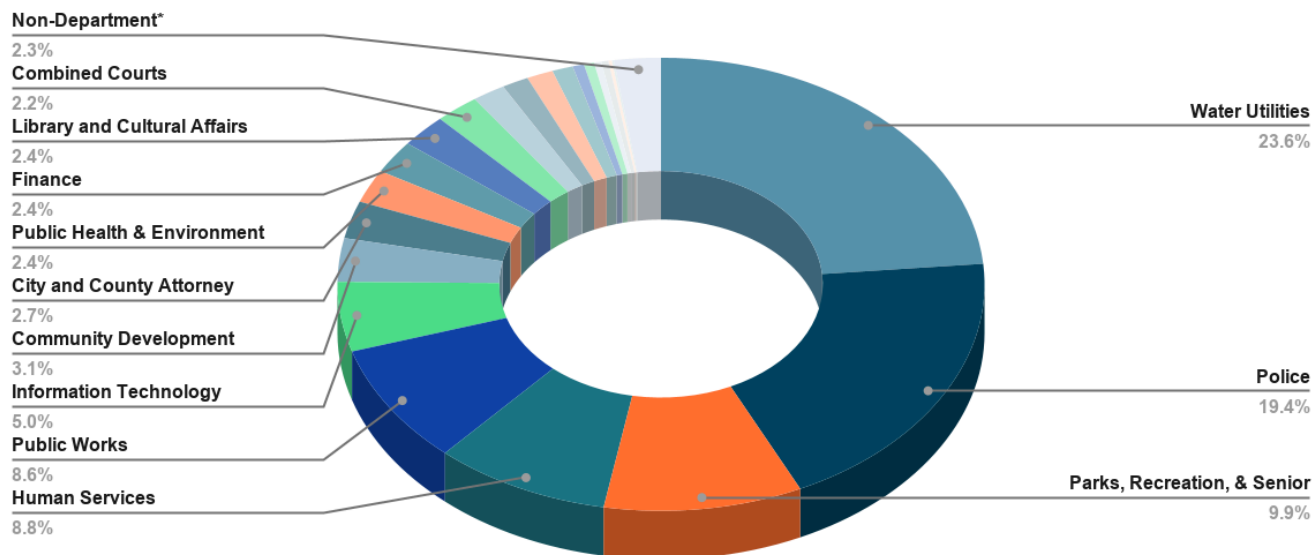
the property tax year 2027, payable and collected in 2027 at \$57 million. Property tax revenues are expected to increase 7% in 2027 from the 2026 Revised Budget.

- III. Charges for Services: Charges for Services revenue include an increase in recreation fees for 2027. Charges for Services account for approximately 7% of the total general governmental revenues expected to be collected in 2027, and they are projected to increase by 10% over the 2026 Revised estimates.
- IV. Intergovernmental & Contributions: These revenues account for 11% of annual revenues. Intergovernmental revenues are quite variable and are impacted by the type of available grants and which ones CCOB successfully obtains. The 2027 proposed budget reflects a sizable decrease in intergovernmental revenues over the 2025 and 2026 budgets. This is primarily due to one-time ARPA revenues included in the 2025 and 2026 budgets.

Expenditures (Governmental Funds):

Figure 3

2027 Proposed Budget by Department Total = \$260M



*Non-Department houses the budget for Market and Merit adjustments

The 2027 budget marks the fourth year that CCOB has prioritized expenditures using three primary classifications: Mandates, Obligations, and Critical Needs. This framework provides a consistent and transparent approach for evaluating budget requests and ensuring resources are aligned with the organization's highest priorities.

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These classifications distinguish between required investments and discretionary additions:

Mandates: Regulatory or statutory requirements imposed at the federal or state level that require CCOB to provide a service, perform an activity, or incur an expenditure.

Obligations: Existing contractual requirements, agreements, or other financial commitments that CCOB is required to fulfill.

Critical Needs: Investments essential to the effective operation of the organization. These investments support public health, environmental protection, community safety, continuity of operations, and the responsible management of financial, operational, and legal risks.

The framework provides a disciplined approach to balancing new investments with the ongoing costs of maintaining existing services, infrastructure, and commitments. As CCOB continues to evaluate future needs, new programs and service enhancements will be considered thoughtfully alongside available resources and their long-term financial impact.

Finance staff met with every department to conduct a detailed, line-by-line review of historical spending patterns, current operating requirements, and proposed budget requests. The objective was to align the 2027 budgets with actual spending patterns, consider factors that may influence future needs, and evaluate requests using CCOB's prioritization framework of Mandates, Obligations, and Critical Needs.

The review examined staffing, contractual expenditures, operating costs, programs, capital needs, historical spending, and opportunities to improve efficiency. This process provided greater insight into departmental operating needs, identified available budget capacity, and strengthened the alignment between budgeted resources and actual requirements. It also supported informed decisions regarding new funding requests and future priorities.

Finance continues to manage a comprehensive process through which departmental financial requests are reviewed, evaluated, rated, and discussed before being incorporated into the proposed budget. Budget optimization is not a one-time exercise; it is an ongoing management practice that ensures CCOB regularly evaluates how resources are being used and whether they remain aligned with organizational priorities and community needs.

This continued focus on budget optimization reflects CCOB's commitment to responsible stewardship of public resources while maintaining the financial flexibility needed to support current and future community priorities.

The objective is to maintain a strong balance between investing in the community today and preserving the financial flexibility needed to support Broomfield's priorities in the future.

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2026 Capital Improvements Program:

The Revised 2026 Budget shows higher Capital Improvement Project (CIP) expenses compared to both the 2025 Actuals and the 2026 Recommended Budget. This is because many larger projects are multi-year projects where the appropriation is required upfront because of large contracts. Again, many CCOB capital projects span multiple fiscal years, with unspent appropriations carried forward until projects are completed. On March 10, 2026, approximately \$56.3 million in General Governmental and \$52.9 million in Utility capital appropriations were carried forward. Remaining balances may continue into the 2027 budget.

2027-2031 Capital Improvements Program

The proposed [five-year CIP](#) aligns capital investments with available resources and incorporates approximately \$152 million from three bond issuances completed in early 2026. Project schedules and funding were adjusted to better reflect actual spending, operational priorities, available funding, and the organization's growing focus on asset maintenance.

Key changes include streamlining parking lot reconstruction, aligning recurring projects with historical spending, shifting eligible roadway projects to BURA, adjusting vehicle replacement funding for three K-9 vehicles, and incorporating the Citywide Roadway Asphalt Patching Program into the CIP.

The five-year CIP reflects a significant shift toward maintaining existing infrastructure. Approximately 75% is dedicated to preventative maintenance, repair, rehabilitation, and replacement, while 25% supports new capital projects.

This approach does not eliminate investment in new infrastructure. Instead, new projects will be evaluated alongside existing asset needs, available financial capacity, community priorities, and the long-term costs of operating and maintaining additional assets. The goal is to protect Broomfield's substantial infrastructure investment and prevent deferred maintenance from becoming a larger future financial obligation.

We acknowledge all the Finance and department staff members who assisted in preparing this comprehensive budget document. We appreciate their efforts and professionalism. We also thank the Mayor and the Council for their policy leadership and proud commitment to Broomfield.

2027 Broomfield Urban Renewal Authority Budget

The Broomfield Urban Renewal Authority (BURA) was organized to facilitate the development and redevelopment of specific areas within Broomfield. These areas require improvements and investments to encourage the envisioned or proposed development, which is funded through the future increase in tax revenues resulting from the private development and activity. BURA oversees the activities and financing of these improvements and resulting development in the designated Urban Renewal Areas (URAs). Currently, BURA is overseeing 10 active URAs and 2 inactive URAs. The boundaries of each URA are legally established through Broomfield City Council action, under the guidelines as established by the State of Colorado.

BURA Administrative and Financial Review

Beginning in 2025, in collaboration with both financial and legal consultants, BURA has conducted an extensive review of its operations and the financial position of BURA and each URA. Documentation for each URA was analyzed, including those covering their formation, amendments, Urban Renewal Plan, increment pledges from the various taxing entities, and any agreements between BURA and developers.

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The financial review looked at revenues, expenditures and obligations. The revenue streams include those as part of the establishment of a specific URA (such as partner entity property tax rate/revenue pledges) and additional revenue dedicated to an area or development project, through an agreement. The review included looking at revenues and expenditures for each URA going back to their initial formation.

This work required reviewing multiple information sources, historical agreements, Tax Increment Financing (TIF) structures, and prior development commitments. The effort has been complex as regulations and guidance of urban renewal have evolved over time, while at the same time URAs in Broomfield have been modified to reflect proposed and potential development before the area expiration, affecting how the areas and their financial obligations must be evaluated.

The financial consultant's, Plante Moran (PM), engagement focused on financial reports, operations policies, and a detailed review of year 2025 general ledger transactions. The PM team reviewed and evaluated the appropriateness of projects charged to BURA for public improvements being completed to remediate blight and encourage development in each URA. All identified BURA projects that historically utilized property tax increments were found to be suitable. At the same time, the PM team reviewed a portion of CCOB's funded and completed Capital Improvement Projects (CIP), which occurred in or served various URAs. The PM team advised that several of the CCOB CIP projects should or could have utilized BURA funds. These CIP funding adjustments are recognized within the 2026 Revised and 2027 Proposed Budgets, aligning CCOB and BURA allocations with the provided recommendations.

The review also identified developer agreements for funding infrastructure improvements and facilitating development in the Amended West 120th URA. This specific URA had adequate financial resources established to meet this infrastructure and development obligation. The City and County of Broomfield provided additional funding to ensure the project would occur. Given the URA's tax increment fund (dedicated property tax revenues from the participating entities) could meet the financial obligation, CCOB will recoup the sales tax share and properly allocate the expense to the property tax increment. This development agreement obligation has been satisfied, and these adjustments are reflected in the BURA budget, specifically, the Amended West 120th URA, along with recent and future annual transfers from CCOB to BURA being concluded for this development project.

This comprehensive review and full analysis of each URA area's financial and planned activities suggests several URAs may have adequate funds to cover planned obligations. The final element of the analysis is to determine recommended actions for evolving the future financial commitments for these URAs with respect to the participating entities. These recommendations, if adopted, would impact future revenues, but would not impact the existing funds nor the ability to meet any current or existing planned obligations. At the same time, the legal and financial consultants provided guidance for addressing previous intra-BURA fund advances between specific URAs. Both recommendations for adjustments to taxing entity participation and appropriately addressing these historic intra-BURA advances will be brought for the BURA Board's comprehensive consideration in a future meeting.

The 2026 Revised and 2027 Proposed Budgets thus reflect the items which can be addressed through administrative adjustments (and approved with the budget adoption); the items requiring specific Board actions are not included in the currently proposed budget, but will be incorporated, depending on Board action, in a future Board amendment.

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Much of Broomfield's significant development during the early 2000s was also governed by individual developer agreements. Those agreements were negotiated at different times and under different circumstances, resulting in varying financial incentive structures and obligations.

The review has been further complicated by staff turnover over several decades without comprehensive centralized documentation of developer agreements or detailed historical records identifying eligible expenditures within individual URAs. Reconstructing these agreements, obligations, available resources, and eligible expenditures has therefore required significant research and analysis.

This work is now providing BURA with a clearer and more comprehensive understanding of the general and various URA's financial position and how eligible resources can be appropriately aligned with capital investments.

The review identified multiple CCOB capital projects completed in recent years that were eligible for funding through BURA but were instead paid directly from the CCOB Capital Projects Fund. Based on the information compiled, staff intends to implement appropriate adjusting entries during 2026, which will be reflected in the 2027 budget.

Going forward, this work will strengthen financial transparency and help ensure that eligible BURA resources are appropriately utilized before other CCOB funding sources are committed.

BURA Budget Overview

2027 BURA revenues are budgeted at \$70.3 million, representing a 1.65% increase compared to the 2026 original BURA budget. BURA expenditures in 2027 are budgeted at \$56.1 million. BURA also pays the City and County of Broomfield to cover administration costs and professional services related to the development of urban renewal areas. The 2027 budget includes \$5.2 million for administrative and professional services expenditures.

2027 Arista Local Improvement District Budget

The Arista Local Improvement District (ALID) was established to facilitate the construction of transportation facilities in the Arista Development. The ALID is supported by a 0.2% sales tax collected on all taxable sales within its boundaries, and the revenue generated by the tax has been pledged to support the Arista Metro District's (AMD) debt service on bonds sold to construct the parking structure.

The only allowable use of the revenue is to support the funding of public transportation services or improvements. The 2027 budget for the ALID exists solely to authorize payments to AMD, as noted. The 2027 proposed ALID budget includes \$45,000 in sales tax revenue and \$45,000 in expenditures related to the AMD debt service for the construction of the parking structure.

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2027 Enterprise Utility Rate Ordinance Background and Details

Enterprise Fund Background

Over the past three years, staff has shifted the Enterprise revenue model from a heavy reliance on growth and development, to a balanced funding model that is less dependent on growth. This transition enhances Broomfield's ability to proactively identify, prioritize, and address critical infrastructure needs and support long-term system reliability. Furthermore, in an effort to maintain sustainability and reduce consumption, a standard tiered billing model was adopted in 2023 for residential customers and a similar model is proposed for the commercial class for 2027. Key financial steps taken over the last several years to shift to a more balanced model for the future include:

2023

- Implementing tiered residential rates to incentivize conservation and increase usage fee revenue

2024

- Conducting a comprehensive assessment of utilities infrastructure with AECOM
- Approval of a base rate increase for 2025 to solidify and balance revenue sources
- Approval of the creation of Stormwater Enterprise Fund in 2025
- Increased transparency: workshops, webpage, quarterly updates

2025

- Continued focus on stabilizing revenue streams in preparation for Q1 2026 bond issuances
 - Aa2 rating from Moody's: high investment grade
- Approval of rates for second year of five year plan (15% Water and Sewer, 9% for Stormwater)
- Increased transparency: formation of the FLOW Committee

2026

- Successful issuance of Water and Sewer bonds in Q1 2026
- Further refine long term infrastructure needs and costs
- Monthly FLOW Committee meetings to obtain input on 2027 rate recommendations

The financial stability of the Enterprise Funds has strengthened over the last three years. This puts Broomfield in a better position to ensure the long-term reliability and sustainability of the water, sewer, reuse, and stormwater systems.

Development Fee Projections

Staff is projecting lower total water and sewer license fee revenue in 2026 and 2027 compared to 2024 and 2025 due to continued economic uncertainty. Inflation, foreign policy, and interest rates are all impacting development. Overall, demand remains high to move to and live in Broomfield despite there being lower levels of construction.

Staff is currently projecting 2026 water license fee revenue of \$7M-\$8M and sewer license fee revenue of \$3M-\$4M. Staff is not expecting a return to more normal levels until 2028. This further highlights the importance of the focus on a balanced revenue stream between license fees, usage, and base fees.

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5 Year Fund Balance Projections

The tables below show where staff is currently projecting fund balances to end for water, sewer, reuse and stormwater over the next five years. Revenue results are based on the 5 year rate increases shown in the Future Rate Impact Projection section of this memo found below. These projections include updates for the CIP long range plan, Operating Expense refinements, debt service costs, and projected URAF program costs.

Water Fund Projections

The five year projection shows a positive balance in all years. The projections do show the balance decreasing to \$8.8M in 2028; however, extended projections show the balance increasing to \$15.1M by 2030.

Water Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beginning Water Fund Balance	\$51.2	\$20.6	\$14.1	\$8.8	\$17.5
Charges for Services	\$36.4	\$39.8	\$43.0	\$46.5	\$49.3
License & Tap Fees	\$7.7	\$10.0	\$12.2	\$20.6	\$9.5
Miscellaneous / Interest	\$1.3	\$1.3	\$1.1	\$1.1	\$1.1
Contra Revenue (URAF)	(\$0.3)	(\$0.3)	(\$0.3)	(\$0.3)	(\$0.3)
Total Revenue	\$45.1	\$50.9	\$56.1	\$68.0	\$59.6
O&M Expenses	\$26.4	\$27.2	\$28.1	\$28.9	\$29.8
Debt Payments	\$13.0	\$13.7	\$13.7	\$13.7	\$13.7
CIP	\$36.2	\$16.5	\$19.5	\$16.7	\$18.6
Total Expenses	\$75.7	\$57.4	\$61.3	\$59.3	\$62.1
Ending Water Fund Balance	\$20.6	\$14.1	\$8.8	\$17.5	\$15.1

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Sewer Fund Projections

The five year fund balances are higher than the target of maintaining 180 days of annual O&M Expense on hand. This is necessary due to the upcoming Phases 2 through 5 of the Wastewater Treatment Facility Expansion, which are projected to cost above \$500M. The higher fund balance will help reduce the amount that may need to be bonded in future years.

Sewer Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beginning Sewer Fund Balance	\$88.1	\$58.2	\$61.2	\$48.3	\$62.6
Charges for Services	\$20.9	\$22.7	\$24.7	\$26.9	\$28.9
License Fees	\$3.5	\$5.3	\$8.7	\$16.8	\$5.8
Miscellaneous Revenue	\$2.5	\$2.6	\$2.7	\$2.7	\$2.7
Total Revenue	\$27.0	\$30.7	\$36.1	\$46.4	\$37.4
O&M Expenses	\$12.8	\$13.1	\$13.5	\$13.9	\$14.6
Debt Payments	\$6.9	\$7.6	\$8.4	\$9.1	\$9.1
CIP	\$37.2	\$6.9	\$27.1	\$9.1	\$16.1
Total Expenses	\$56.8	\$27.7	\$49.0	\$32.1	\$39.8
Ending Sewer Fund Balance	\$58.2	\$61.2	\$48.3	\$62.6	\$60.2

Reuse Fund Projections

The five year projection shows a positive balance in all years. However, there are several larger projects that may need to be incorporated into the CIP plan in future years. Staff will continue to monitor the fund in coordination with the FLOW group. The CIP plan and financial projections should be re-evaluated at the end of 2026.

Reclaimed Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beginning Reuse Fund Balance	\$8.3	\$3.7	\$2.6	\$1.9	\$1.6
Charges for Services	\$1.4	\$1.5	\$1.6	\$1.7	\$1.8
License Fees	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Miscellaneous Revenue	\$0.3	\$0.3	\$0.3	\$0.3	\$0.3
Total Revenue	\$1.7	\$1.8	\$2.0	\$2.1	\$2.2
O&M Expenses	\$1.9	\$2.0	\$2.0	\$2.1	\$2.2
Debt Payments	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CIP	\$4.4	\$1.0	\$0.6	\$0.3	\$0.3
Total Expenses	\$6.3	\$3.0	\$2.6	\$2.4	\$2.4
Ending Reuse Fund Balance	\$3.7	\$2.6	\$1.9	\$1.6	\$1.4

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Stormwater Fund Projections

The five year projection shows a positive balance in all years. The projections do show the balance decreasing to \$0.2M in 2030. The Stormwater fund may require a rate increase higher than 7% for 2028; however, staff recommends a 7% increase for 2027 and re-evaluating the fund balance and position after 2026 for 2028 rate setting.

Stormwater Fund Projections					
(\$M)	2026 Proj	2027 Plan	2028 Plan	2029 Plan	2030 Plan
Beg Stormwater Fund Balance	\$4.6	\$2.6	\$1.8	\$1.5	\$2.2
Charges for Services	\$6.6	\$7.0	\$7.5	\$8.0	\$8.4
License Fees	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Miscellaneous Revenue	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Revenue	\$6.6	\$7.1	\$7.5	\$8.1	\$8.5
O&M Expenses	\$3.9	\$4.1	\$4.2	\$4.3	\$4.4
Debt Payments	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
CIP	\$4.7	\$3.8	\$3.6	\$3.1	\$6.0
Total Expenses	\$8.7	\$7.9	\$7.8	\$7.4	\$10.4
Ending Stormwater Fund Balance	\$2.6	\$1.8	\$1.5	\$2.2	\$0.2

2027 Rate Recommendations

Next year is the third year of the five-year rate plan. Staff's recommendation for 2027 is to continue with the previously communicated increase of 7%, but also to implement a tiered rate structure for Commercial customers for the Water fund.

Commercial Tiers

Broomfield currently has a single rate structure for commercial customers, but a tiered rate structure for single family homes. Most municipalities have a tiered structure for both customer classes. Moving to tiered commercial rates will ensure fiscal and infrastructure sustainability, incentive businesses to conserve water, and create a more equitable rate structure for businesses and homeowners.

Key considerations in creating tiers for commercial customers include the following:

- Design rates based on analysis of past metered water use among commercial sector
- Minimize impact on routine, indoor water uses that are likely central to business operations
- Highest tiered rates are set at volumes typically reached only during summer peak use
- Commercial and Industrial Users account for 15% of total water usage in 2025 and only 10% of the revenue. The new commercial tiers and rates will bring the revenue contributed to almost 12%.
- Tiered rates will be applied to all nonresidential accounts, including commercial entities, industrial users, schools, churches, and public or institutional buildings with irrigation accounts continuing to charge a flat rate of \$3.96 per 1,000 gallons.

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Using the above considerations, staff is proposing the 4 tiers below. An explanation is provided for each tier:

- Tier 1: 0-39 kgal. Explanation: This tier is a little higher than the average monthly winter use of all businesses, which was 35,000 in 2024. This is intended to cover indoor use only.
- Tier 2: 40-149 kgal. Explanation: This tier aims to cover below average and median summer use. It should cover roughly 85% of summer use.
- Tier 3: 150-1,500 kgal. Explanation: Covers 99% of water users.
- Tier 4: > 1,500 kgal. Explanation: Only 1% of current commercial users will have some usage in tier 4. The majority of their usage would still be charged within the tiers 1 through 3.

Projected Rates			Difference	
Fee Type	2026	2027	Diff (\$)	Diff (%)
Water Usage (0 -39k gal)	\$3.70	\$3.96	\$0.26	7%
Water Usage (40 - 149k gal)	\$3.70	\$4.30	\$0.60	16%
Water Usage (150k - 1.5M gal)	\$3.70	\$5.40	\$1.70	46%
Water Usage (1.5M+ gal)	\$3.70	\$9.80	\$6.10	165%

Commercial customers will be charged the Tier 1 rate for the first 39k gallons, and only be charged at the next rate for the usage within the next tier. Staff projects that about half of commercial accounts (46%) will not have usage above 39k gallons and will therefore only see a 7% increase in 2027. Commercial monthly base charges are set to increase by 7% in line with the increase for 2027 in the five year plan.

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Rate Changes

The tables below show the previously communicated five year rate plan along with key recommended rate changes for various customer types for 2027. These include:

- Five year rate plan
- Residential water, sewer, and stormwater rates
- Reuse rates
- Development fees

Five Year Rate Plan

Fund	2025	2026	2027	2028	2029
Water, Sewer, Reuse	50%	15%	7%	7%	7%
Stormwater	Create	9%	7%	7%	7%

Proposed Residential rate increases for 2027

Projected Rates			Difference	
Fee Type	2026	2027	Diff (\$)	Diff (%)
Water Base Fee	\$42.45	\$45.42	\$2.97	7%
Multi-family Usage	\$2.93	\$3.14	\$0.21	7%
Single Family Usage Tiers:				
Water Usage (0 - 5k gal)	\$2.75	\$2.94	\$0.19	7%
Water Usage (6 - 9k gal)	\$4.39	\$4.70	\$0.31	7%
Water Usage (> 9k gal)	\$6.22	\$6.66	\$0.44	7%
Sewer Cost/1,000 gallons	\$6.26	\$6.69	\$0.43	7%
Sewer Fed Mandate Charge	\$0.52	\$0.52	\$0.00	0%
Sewer Env Compliance Fee	\$10.35	\$11.07	\$0.72	7%
Stormwater Fee	\$12.00	\$12.84	\$0.84	7%

Proposed Reuse Rates

Fee Type	2026	2027	Diff (\$)	Diff (%)
Reuse Base Fee (3/4 inch)	\$11.45	\$12.25	\$0.80	7%
Reuse Usage Fee	\$1.51	\$1.62	\$0.11	7%

Proposed Development Fees

Staff is recommending a 4% increase to the water, sewer, and reuse development license fees for 2027, which is in line with typical CPI (Consumer Price Index) annual growth rates.

Fee Amount			Difference	
Type	2026	2027	Diff (\$)	Diff (%)
Water Tap	\$39,350	\$40,925	\$1,575	4%
Sewer Tap	\$15,500	\$16,120	\$620	4%
Reuse Tap	\$14,350	\$14,925	\$575	4%

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

The 2027 rate adjustments staff are proposing, including implementing a Commercial tier structure similar to those of Residential Single Family homes, are essential to maintaining the reliability of the City and County of Broomfield's utility systems. These adjustments support the City's ability to meet current and future water demands while ensuring the continued protection of public health and safety.

Impact to Customers

The tables below show the estimated dollar impact to an average monthly utility bill for various customer types.

Impact to Single Family Home Average Monthly Bill

Fee Type	Rates		Average Bill *		Difference	%
	2026	2027	2026	2027		
Water Meter Base Charge	\$42.45	\$45.42	\$42.45	\$45.42	\$2.97	7%
Water Usage Tier 1 (0-5k gal)	\$2.75	\$2.94	\$13.75	\$14.70	\$0.95	7%
Water Usage Tier 2 (6-9k gal)	\$4.39	\$4.70	\$17.56	\$18.80	\$1.24	7%
Water Usage Tier 3 (> 9k gal)	\$6.22	\$6.66	\$0.00	\$0.00	\$0.00	
Sewer Service Charge	\$6.26	\$6.69	\$37.56	\$40.14	\$2.58	7%
Sewer Fed Mandate Charge	\$0.52	\$0.52	\$3.12	\$3.12	\$0.00	0%
Sewer Env Comp Base Charge	\$10.35	\$11.07	\$10.35	\$11.07	\$0.72	7%
Stormwater Base Charge	\$12.00	\$12.84	\$12.00	\$12.84	\$0.84	7%
Total Bill			\$136.79	\$146.09	\$9.30	6.8%
* based on 9,000 gallons for water and 6,000 gallons for sewer.						
9,000 gallon/month based on 4 year historical average of 107,000 gallons per year for single family 0.75 inch						

Impact to Multi-Family Home Average Monthly Bill

Fee Type	Rates		Average Bill *		Difference	%
	2026 Rate	2027 Rate	2026	2027		
Water Base Fee	\$42.45	\$45.42	\$42.45	\$45.42	\$2.97	7%
Water Usage Charge	\$2.93	\$3.14	\$8.79	\$9.42	\$0.63	7%
Sewer Service Charge	\$6.26	\$6.69	\$25.04	\$26.76	\$1.72	7%
Sewer Fed Mandate Charge	\$0.52	\$0.52	\$2.08	\$2.08	\$0.00	0%
Sewer Env Comp Base Charge	\$10.35	\$11.07	\$10.35	\$11.07	\$0.72	7%
Stormwater Base Charge	\$7.20	\$7.70	\$7.20	\$7.70	\$0.50	7%
Total Bill			\$95.91	\$102.45	\$6.54	6.8%
* based on 3,250 gallons for water and 4,000 gallons for sewer. Numbers are rounded down for billing.						
3,250 gallon/month based on 2 year historical average of 39,000 gallons per year for residential multi-unit homes						

Meeting Date: October 13, 2026

Public Hearing for CCOB, BURA, ALID budgets; first reading of amending water, sewer, reclaimed water and stormwater rate ordinance

Prepared By: Stephanie Chen, Budget Manager and Byron Ward, Finance Manager

Impact to a Business with a 2" Tap

Commercial (Medium) - 2 inch tap - Average Monthly Bill						
	Rates		Average Bill *		Difference	
	2026	2027	2026	2027	\$	%
Water Base Fee	\$226.33	\$242.17	\$226.33	\$242.17	\$15.84	7%
Water Usage Tier 1 (0-39k gal)	\$3.70	\$3.96	\$148.00	\$158.40	\$10.40	7%
Water Usage Tier 2 (40-149k gal)	\$3.70	\$4.30	\$407.00	\$473.00	\$66.00	16%
Water Usage Tier 3 (150-1,499k gal)	\$3.70	\$5.40	\$265.78	\$387.90	\$122.12	46%
Water Usage Tier 4 (1,500k+ gal)	\$3.70	\$9.80	\$0.00	\$0.00	\$0.00	0%
Water Usage			\$820.78	\$1,019.30	\$198.52	24%
Water Service*			\$1,047.11	\$1,261.47	\$214.36	20.5%
Sewer Cost/1,000 gallons	\$6.26	\$6.69	\$1,032.90	\$1,103.85	\$70.95	7%
Fed Mandate Charge	\$0.52	\$0.52	\$85.80	\$85.80	\$0.00	0%
Env Compliance Fee	\$10.35	\$11.07	\$10.35	\$11.07	\$0.72	7%
Sewer Service*			\$1,129.05	\$1,200.72	\$71.67	6%
Stormwater Service	\$2.88	\$3.08	\$109.44	\$117.04	\$7.60	7%
Total Bill			\$2,285.60	\$2,579.23	\$293.63	12.8%
* based on 222k gallons for water and 165k gallons of average winter consumption for sewer.						
222,000 gallons/month based on annual usage of 2,664,000 for example entity.						
Impervious square footage of 38,000.						

Utility Rate Assistance

The increase in fees can be challenging for our residents. The existing Utility Rate Assistance Fund (URAF) program was adjusted to 60% AMI in 2026. The program will continue at the 60% AMI eligibility level in the 2027 budget. The 2026 budget for URAF was \$300,000; however, 2026 activity indicates this line item may be reduced in future years. As of the date this memorandum was drafted, a total of 842 applications have been initiated, 633 have been processed, with 209 still in progress.

Next Steps

2027 Proposed Budget

Staff is seeking Council and public comments regarding the proposed 2027 Operating and Capital Budgets for the City and County of Broomfield, Arista Local Improvement District, and Broomfield Urban Renewal Authority. The proposed 2027 budgets for all entities will be presented to the City Council on October 27, 2026, for consideration and final adoption.

2027 Enterprise Funds

If the City Council adopts Ordinance No. 2308 on first reading, then a public hearing and second reading of the ordinance will be scheduled for October 27, 2026, to be held concurrently, considering the 2027 proposed budget. Pending approval of Ordinance No. 2308, the rates will be effective beginning January 1, 2027, with the first bills due in February 2027 (billed in arrears).

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

ORDINANCE NO. 2308

An ordinance Amending Title 13 of the Broomfield Municipal Code to change water, wastewater, reclaimed wastewater, and stormwater fees and service charges

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

Section 1. Water License

Section 13-02-020 of the Broomfield Municipal Code is hereby amended to read as follows:

13-02-020 Water license fee.

Water licenses may be purchased from the city at a fee of ~~\$39,350.00~~ **\$40,925.00** per three-quarter-inch equivalent tap. Tap fees and meter fees are separate and additional.

Section 2. Sewer License

Section 13-08-020 of the Broomfield Municipal Code is hereby amended to read as follows:

13-08-020 Sewer license fee.

Sewer licenses may be purchased from the city at a fee of ~~\$15,500.00~~ **\$16,120.00** per equivalent sewer tap.

Section 3. Water Service Charges

Section 13-12-010 of the Broomfield Municipal Code is hereby amended to read as follows:

13-12-010 Monthly water service charges.

(A) Residential water service charges. Residential customers shall be charged a flat monthly charge and for the monthly volume of water used from the city water system as set forth below:

(1) Flat monthly charge (no gallonage included):

Customer Type	Flat Monthly Charge
---------------	---------------------

Single-Family ¾ inch	\$ 42.45 \$45.42
Single-Family 1 inch	\$ 42.45 \$45.42
Multi-Family (per dwelling unit)	\$ 42.45 \$45.42

(2) Charge for all water use:

Monthly Volume of Water Used	Charge (per 1,000 gallons)
1,000-5,999 gallons: defined as the first 5,999 gallons of water used in one month	\$ 2.75 \$2.94
6,000-9,999	\$ 4.39 \$4.70
>9,000 9,999 gallons	\$ 6.22 \$6.66
Multi-Family - All Use	\$ 2.93 \$3.14

- (B) Nonresidential water service charges. **Nonresidential accounts shall include schools, churches, public or institutional buildings, parks, commercial entities, and irrigation accounts.** All nonresidential customers shall be charged a flat monthly charge and for the monthly volume of water used from the city water system. A standby fire protection charge will also be imposed. The nonresidential water service charges are as set forth below:

(1) Flat monthly charge (no gallonage included):

Connection Size	Flat Monthly Charge
¾"	\$ 42.45 \$45.42
1"	\$ 70.73 \$75.68
1 ½"	\$ 141.46 \$151.36
2"	\$ 226.33 \$242.17
3"	\$ 424.39 \$454.08
4"	\$ 707.33 \$756.82
6"	\$ 1,414.64 \$1,513.62

8"	\$ 2,263.43 \$2,421.79
10"	\$ 3,253.70 \$3,481.34

- (2) Charge for all water use for nonresidential customers, excluding irrigation accounts: ~~\$3.70 per 1,000 gallons. Nonresidential accounts shall include schools, churches, public or institutional buildings, parks, and irrigation accounts.~~

Monthly Volume of Water Used	Charge (per 1,000 gallons)
1,000-39,999 gallons: defined as the first 39,999 gallons of water used in one month	\$3.96
40,000-149,999	\$4.30
150,000-1,499,999 gallons	\$5.40
> 1,499,999 gallons	\$9.80

- (3) Charge for all water use for irrigation accounts: \$3.96 per 1,000 gallons.
- (4) Standby fire protection charges for all nonresidential customers:

Connection Size	Flat Monthly Charge
2"	\$ 41.04 \$43.91
3"	\$ 76.96 \$82.34
4"	\$ 128.28 \$137.25
6"	\$ 256.55 \$274.49
8"	\$ 410.47 \$439.17
10"	\$ 590.05 \$631.31

- (C)
(D) — Rates effective until changed. All monthly water service charges and nonresidential water service charges established by this section 13-12-010 shall be in accordance with the schedule set forth herein and shall remain in effect until said charges are amended or changed by the city council.

Section 4. Residential Sewer Service Charges

Section 13-12-020(A) of the Broomfield Municipal Code is hereby amended to read as follows:

13-12-020 Monthly sewer service charges.

- (A) Residential sewer service charges.
 - (1) All residential accounts shall be charged a gallonage charge based on average winter water consumption. The monthly charge is ~~\$6.26~~ **\$6.69** per 1,000 gallons, or ~~\$25.02~~ **\$26.76** per dwelling unit, whichever is greater.
 - (2) Any new occupant of a residential unit served by a separate connection and any new residential unit shall be charged a ~~\$37.56~~ **\$40.14** monthly sewer charge until average winter water consumption is established.
 - (3) Any new multi-unit account shall be charged a monthly sewer charge of ~~\$37.56~~ **\$40.14** per dwelling unit until average winter water consumption is established.
 - (4) Average winter water consumption shall be the average water consumption for the monthly bills reflecting usage between November 1 and the following March 31, depending on the billing cycle. The average winter water consumption for each account shall be calculated once annually and shall be the basis for determining charges for the following twelve months.

Section 5. Nonresidential Sewer Service Charges

Sections 13-12-020(B)(2)(a) and 13-12-020(B)(3) of the Broomfield Municipal Code are hereby amended to read as follows:

13-12-020 Monthly sewer service charges.

- (B) Nonresidential sewer service charge.
 - (2) The monthly charge for each nonresidential account shall consist of the following elements:
 - a. A gallonage charge based on year-round non irrigation water consumption. The charge is ~~\$6.26~~ **\$6.69** per 1,000 gallons, or ~~\$25.02~~ **\$26.76** per equivalent sewer tap, whichever is greater.

13-12-020 Monthly sewer service charges.

(B) Nonresidential sewer service charge.

(3) Any new nonresidential account shall be charged a monthly gallonage charge of ~~\$37.56~~ **\$40.14** for each equivalent sewer tap until year-round non irrigation water consumption is established. In addition, any surcharges under subparagraph (2)b. above shall apply.

Section 6. Sewer Service Charges - Monthly Environmental Compliance Fee

Sections 13-12-020(E) of the Broomfield Municipal Code is hereby amended to read as follows:

13-12-020 Monthly sewer service charges.

(E) All residential and nonresidential accounts shall be charged a monthly environmental compliance fee based on ~~\$10.35~~ **\$11.07** per equivalent sewer tap.

Section 7. Reclaimed Wastewater

Sections 13-32-060 and 13-32-070(A) of the Broomfield Municipal Code are hereby amended to read as follows:

13-32-060 - Connection fee.

For all reclaimed wastewater contracts following adoption of this chapter, the connection fee for reclaimed wastewater service shall be ~~\$14,350~~ **\$14,925.00**.

13-32-070 - Monthly service charges.

(A) Reclaimed wastewater service charges. For all reclaimed wastewater contracts following adoption of this chapter, the fixed monthly and consumption charges for reclaimed wastewater service shall be as set forth below:

(1) Fixed monthly charge (no gallonage included):

Meter Size/Customer Class	Fixed Monthly Charge
---------------------------	----------------------

¾ inch	\$11.45 \$12.25
1 inch	\$19.08 \$20.42
1 ½ inch	\$38.15 \$40.82
2 inch	\$61.04 \$65.31
3 inch	\$114.45 \$122.46
4 inch	\$190.75 \$204.10
6 inch	\$381.50 \$408.21
8 inch	\$610.40 \$653.13

- (2) Charge for all reclaimed wastewater use:

Monthly Volume of Water Used	Charge (per 1,000 gallons)
All Use	\$1.51 \$1.62

Section 8. Stormwater Service Charges

Sections 13-38-010(A) and 13-38-010(B) of the Broomfield Municipal Code are hereby amended to read as follows:

13-38-010 - Monthly stormwater service charges.

- (A) *Residential stormwater service charges.*

- (1) Flat monthly charge shall be charged as set forth below:

Customer Type	Flat Monthly Charge
Single-Family Home	\$12.00 \$12.84
Multi-Family: Townhome / Duplex	\$9.60 \$10.27
Multi-Family: Apartment	\$7.20 \$7.70

- (B) *Nonresidential stormwater service charges.* All nonresidential customers shall be charged monthly based on the amount of impervious square feet on the

customer's property. The monthly charge will be equal to ~~\$2.88~~ **\$3.08** per 1,000 impervious square feet.

Section 9.

This ordinance shall be published following final passage and shall be effective beginning on January 1, 2027.

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

Introduced a second time and approved on October 27, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

City and County Attorney

KF



Meeting Date: October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Anna Bertanzetti, Deputy City & County Manager

Memo Title/Subject: Consideration of Resolution No. 2026-133 issuing notice to Show Cause to the Owners and Developer of the Broomfield Town Square Project Property As To Why the Broomfield Town Square Site Development Plan Should Not Be Revoked

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Item

- If Council desires to issue a notice to show cause to the property Owners and Developer (Broomfield Town Square Alliance) regarding the potential revocation of the Broomfield Town Square site development plan due to the lack of a building permit, the proper action is to adopt **Resolution No. 2026-133**.

Summary and Background

Council approved the Broomfield Town Square (BTS) Site Development Plan (SDP) on September 12, 2023. Under the BMC and the conditions of approval, the owner had three years, until September 12, 2026, to apply for and be issued vertical building permits for the primary structures in the approved plans. If those permits are not issued within that time, Council may consider revocation under BMC 17-38-225.

The owners of the BTS property are CCOB together with Bryon White, Tim Fredregill, Patricia McHenry, Rod Wagner, and Joseph Vostrejs. Broomfield Town Square Alliance, LLC (BTSA) is the developer of the Broomfield Town Square Project. Pursuant to a Redevelopment and Reimbursement Agreement, dated November 12, 2019, BTSA is responsible for applying for and obtaining all site plans and other approvals from CCOB or other applicable governmental entities for the Broomfield Town Square Project.

On February 18, 2026, BTSA, asked for an 18-month extension of the SDP to March 2028. It also asked for assurance that Council would not pursue revocation during that period. On May 4, 2026, the Developer asked to amend the Redevelopment and Reimbursement Agreement (RRA) to extend the public tax increment financing period from 2044 to 2050. Between February and June, Council reviewed both requests and directed staff to negotiate the conditions under which it would consider them. On June 24, 2026, the Developer withdrew both requests, stating it was evaluating alternative paths forward under the existing agreements. Council received a full public update on the project, the negotiations, and the engineering review status at its July 16, 2026 meeting.

As noted in the [July 16 memo](#), the Developer submitted its first engineering construction plan package on March 23, 2026. Its accessory building permit applications for a boathouse and a restroom building followed on March 27. Those accessory permits cannot be issued until the engineering construction permits for grading and utilities are issued. The second engineering submittal was accepted for review on June 12,

October 13, 2026

Consideration of Resolution No. 2026-133 issuing notice to Show Cause to the Owners and Developer of the Broomfield Town Square Project Property

Presented by: Anna Bertanzetti, Deputy City & County Manager

2026. As of the date of publication of this memorandum, no building permits of any kind, including vertical building permits for the primary structure, have been issued, and the engineering review remains under review, with significant outstanding comments to be addressed.

The approved SDP and the RRA remain in effect. If Council revokes the SDP, the RRA would stay in place, and a new site development plan would need to come forward for consideration. Such SDP would need to be consistent with the approved Planned Unit Development Plan and RRA.

Process Under BMC 17-38-225

Section 17-38-225(A) through (E) sets out the process for consideration of revoking an approved SDP. This includes providing a notice to the owner to show cause (this step and consideration of Resolution No. 2026-133), a public hearing before and recommendation by the Land Use Review Commission (LURC), and a public hearing before and decision by Council. The Owners and the Broomfield Town Square Alliance will have an opportunity to be heard at both hearings. The criteria used by LURC for their recommendation and by Council to determine whether to revoke a SDP is contained in Section 17-38-225(F)

Next Steps

If Council desires to initiate the process to hold a revocation hearing for the Broomfield Town Square Site Development Plan, then the process and next steps will be:

1. **October 13, 2026:** Council considers Resolution No. 2026-133 starting the process and directing issuing a notice to the property Owners and Broomfield Town Square Alliance.
2. **October 14, 2026:** Notice provided to Owners and Broomfield Town Square Alliance.
3. **October 26, 2026:** LURC public hearing on the proposed revocation. No final decision. Recommendation only.
4. **Council hearing and decision:** To be determined

Prior Council or Other Entity Actions

- [April 21, 2026 Study Session: Broomfield Town Square Update](#) - Links to additional prior council action can be found in this study session staff memorandum.
- [May 12, 2026 Update- Broomfield Town Square Discussions with Developer](#)
- [July 16, 2026 Broomfield Town Square Update](#)
- [Link to Key Project Events Timeline](#)

RESOLUTION NO. 2026-133

Issuing a Notice to Show Cause to the Owners and Developer of the Broomfield Town Square Project Property as to Why the Broomfield Town Square Site Development Plan Should not be Revoked

Recitals.

Whereas, the Broomfield Town Square is a development planned on an approximately 39-acre site north of West 120th Avenue and east of Main Street.

Whereas, the City and County of Broomfield (CCOB) together with Bryon White, Tim Fredregill, Patricia McHenry, Rod Wagner, and Joseph Vostrejs (collectively, the Owners) comprise the ownership of the Broomfield Town Square property (BTS Property).

Whereas, CCOB is the owner of Lot 1 and Lots 3-7 and Tracts 1-3, Broomfield Town Square, Filing No. 1, City and County of Broomfield, State of Colorado and Lot 2, Block 1, Safeway Marketplace Filing No. 2 Replat.

Whereas, Bryon White, Tim Fredregill, Patricia McHenry, Rod Wagner, and Joseph Vostrejs are the owners as tenants in common of Lot 2, Broomfield Town Square, Filing No. 1, City and County of Broomfield, State of Colorado.

Whereas Broomfield Town Square Alliance, LLC (BTSA) is the developer of the Broomfield Town Square Project.

Whereas, pursuant to a Redevelopment and Reimbursement Agreement, dated November 12, 2019, BTSA is responsible for applying for and obtaining all site plans and other approvals from CCOB or other applicable governmental entities for the Broomfield Town Square Project.

Whereas, on September 12, 2023, Broomfield City Council approved the Broomfield Town Square Filing No. 1 Site Development Plan/Urban Renewal Site Plan (SDP).

Whereas, the SDP proposed a town square development on the BTS Property that includes three mixed-use residential buildings, the repurposing of the former Safeway building into a market hall, and extensive public amenities including structured parking, expanded community park pond, beach, boathouse, and public restrooms (the Broomfield Town Square Project).

Whereas, Broomfield Municipal Code Section 17-38-225(A) requires the owner to apply for and be issued building permits for construction on the property consistent with the site development plan within three years from the date on which a site development plan is approved.

Whereas, if the owner is not issued building permits within three years, Council is authorized to revoke the site development plan pursuant to the process set forth in the Code.

Whereas, the three year period for the Broomfield Town Square Project SDP ended on September 12, 2026.

Whereas, in March 2026, BTSA submitted engineering construction plans and submitted building permit applications for accessory buildings for a boathouse and public restroom building. BTSA has not applied for a building permit for any of the mixed-use residential buildings or for the repurposing of the former Safeway.

Whereas, to date, neither BTSA nor the Owners have been issued, or have received any building permits related to the Broomfield Town Square Project.

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

Section 1.

Council finds that neither BTSA nor the Owners have been issued building permits for construction on the property consistent with the Broomfield Town Square Filing No. 1 Site Development Plan/Urban Renewal Site Plan (SDP) within the three years since SDP approval on September 12, 2023 as required by forth in BMC 17-38-225(A). Therefore, it is appropriate that Council consider the revocation of the SDP.

Section 2.

Council authorizes the issuance of this Resolution to BTSA and the Owners as a Notice to Show Cause as to why the SDP should not be revoked for failure to comply with Broomfield Municipal Code Section 17-38-225(A).

Section 3.

Council refers the matter to the Land Use Review Commission for a public hearing and for a recommendation on revocation of the SDP. Such hearing shall occur at LURC's regular meeting on October 26, 2026, at 6:00 P.M., in the Broomfield Council Chambers and subject to public notice in accordance with Broomfield Municipal Code Chapter 17-52.

Section 4.

Following service of this Resolution as the Notice to Show Cause on the Owners and BTSA, Council directs the City and County Manager to schedule a public SDP revocation hearing before Broomfield Council, to be held in the Broomfield Council Chambers and subject to public notice in accordance with Broomfield Municipal Code Chapter 17-52.

Section 5.

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

Approved on October 13, 2026.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



CITY AND COUNTY OF BROOMFIELD

Staff Memorandum

Meeting Date: October 13, 2026

To: Mayor and Council

From: Jennifer Hoffman, City and County Manager

Presented By: Danee Brouillard, Assistant City and County Manager
Jon Whiting, Strategic Initiatives Manager

Memo Title/Subject: Resolution Supporting H.R. 5356 (Resolution No. 2026-99) and Update on 2026 Ballot Measures

[View Correspondence](#)

[View Presentation](#)

Council Action Needed on Items

There are two parts to this item:

1. Resolution Supporting H.R. 5356: If Council desires to support H.R. 5356, the National Infrastructure Bank Act of 2025, which would establish a federally chartered National Infrastructure Bank to provide financing for infrastructure projects, the appropriate motion is to adopt **Resolution 2026-99**.
2. Summary of the 2026 General Election state, local, special district, and school district ballot measures. If Council desires to take a position on any of these ballot measures, Council may do so via a motion as part of Council's consideration of this item.

Background information on H.R. 5356

At the September 22, 2026 Council meeting, Council directed staff to prepare a resolution in support of [H.R. 5356, the National Infrastructure Bank Act of 2025](#). H.R. 5356 was introduced in the U.S. House of Representatives on September 15, 2025, and would establish a federally chartered National Infrastructure Bank ("Bank") to provide financing for infrastructure projects across the country including transportation, water and wastewater, energy, telecommunications, and community development infrastructure.

The bill also identifies projects that could support transit-oriented development, modernization of local land-use policies, and other community development projects, including publicly assisted affordable housing in targeted disadvantaged communities that meet the bill's eligibility criteria.

The bill would authorize the Bank to raise up to \$500 billion in capital stock, which would be phased in over the Bank's first five years of operations. The capital would be subscribed through transfers of certain existing U.S. Treasury securities or municipal bonds, paid-in cash, and an on-call subscription from the U.S. Treasury of up to \$100 billion in 30-year Treasury bonds.

The legislation would authorize the Bank to provide up to \$5 trillion in loans and other financing for eligible infrastructure projects. The proposed financing would include direct loans, loan guarantees, and blended financing, with the intent of providing long-term financing for infrastructure projects.

H.R. 5356 currently has one sponsor and 65 cosponsors. At this time, none of the cosponsors represent Colorado. The legislation has also received support from state legislatures, cities, counties, and other organizations, including the National Association of Counties and the City of Pueblo.

Meeting Date: October 13, 2026

Title of Memo: Resolution Supporting H.R. 5356 (Resolution No. 2026-99) and Update on 2026 Ballot Measures

Prepared By: Danee Brouillard, Assistant City and County Manager, Jon Whiting, Strategic Initiatives Manager

Potential Impact on Broomfield: If enacted, H.R. 5356 could create an additional federal financing source for eligible infrastructure projects in Broomfield and other communities. The legislation does not specifically identify Broomfield projects or guarantee funding for the City and County of Broomfield; any potential benefit would depend on future project eligibility, applications, and financing decisions under the proposed National Infrastructure Bank.

Update on 2026 General Election Ballot Questions

For the 2026 General election, voters will have the opportunity to vote on 14 state ballot questions. Additionally, all Broomfield voters will have 3 local ballot questions and 2 district questions (17th Judicial District and Front Range Passenger Rail) for consideration. Finally, depending on the voter's residential address and applicable school district boundaries, residents may see ballot questions specific to their school district (Jefferson County and Weld County school districts). To date, Broomfield Council has taken a position on three ballot questions: 1) Amendment 82 Constitutional Right to Natural Gas, 2) 1A Lodging Tax, and 3) 1B Xcel Franchise Agreement.

If Council desires to take a position on any of the measures below, it would be appropriate to do so via a motion. A simple majority is required for the Council to direct a formal position on a measure.

The text of state ballot measures is available on the [Colorado Secretary of State's website](#).

State Ballot Measures: Constitutional

- **Amendment 81 (Law Enforcement Communication with Federal Immigration Authorities):** Requires law enforcement to notify the U.S. Department of Homeland Security when a person is charged with a crime of violence or has a prior felony conviction and law enforcement cannot determine that the person is lawfully present in the United States.
- **Amendment 82 (Right to Natural Gas):** Establishes a constitutional right for consumers to purchase natural gas for cooking or heating in homes and businesses and for distributors and utilities to sell natural gas for those purposes.
 - Council position: Oppose
- **Amendment 83 (Right to Hunt and Fish):** Establishes a constitutional right to hunt, fish and take wildlife using traditional methods, while allowing regulation for wildlife conservation and management.
- **Amendment 84 (Mail Ballot Voter Identification):** Requires voters to provide specified identification information on the exterior of mail-ballot return envelopes.
- **Amendment 85 (Plain Language Ballot Questions):** Requires future state and local ballot measures to use plain language and generally be written at or below an eighth-grade reading level.
- **Amendment 86 (Congressional Redistricting):** Establishes restrictions and procedures concerning congressional redistricting outside the normal decennial redistricting process, including requirements involving public hearings and approval.
- **Amendment 87 (Graduated Income Tax):** Would replace Colorado's flat individual income tax structure with graduated rates and dedicate additional revenue to education, health care and child care.

State Ballot Measures: Statutory

- **Proposition NN (State Public K-12 Education Funding):** Changes the state's TABOR revenue limit to allow the state to retain additional revenue for K-12 public education and related purposes.
- **Proposition 132 (Fentanyl Penalties):** Increases felony penalties related to the distribution, manufacturing, dispensing, sale or possession of fentanyl and establishes treatment-related provisions for certain possession offenses.
- **Proposition 133 (Human Trafficking Penalties):** Increases penalties for human trafficking of a minor for sexual servitude, including provisions for life imprisonment without parole or release for specified offenses.
- **Proposition 134 (Male and Female Participation in School Sports):** Establishes requirements concerning the designation of athletic teams and participation in public K-12 and higher-education athletics based on sex.
- **Proposition 135 (Prohibit Certain Surgeries for Minors):** Prohibits specified surgical procedures performed on minors in response to the minor's perception of sex or gender.
- **Proposition 136 (Income Tax Rate Cap):** Establishes a statutory cap on individual and corporate income tax rates.
- **Proposition 137 (Sporting Goods Sales Tax Allocation):** Directs state sales-tax revenue from sporting goods to conservation, state parks and wildfire-prevention purposes.

Special District Measures

- **Ballot Issue 7A (Front Range Passenger Rail District – Colorado Connector Funding):** Proposes funding for the Front Range Passenger Rail District and the proposed Colorado Connector passenger-rail system. The district includes all or portions of 13 counties, including Broomfield.
- **Ballot Question 7E (17th Judicial District District Attorney Term Limits):** Proposes modifying the maximum number of consecutive terms the District Attorney can serve, proposing an increase from two consecutive 4-year terms, to three consecutive terms 4-year terms.

School District Measures

Jefferson County School District R-1

- **Ballot Issue 5A:** Proposes a \$73 million mill levy override to provide ongoing funding for teacher and staff compensation and Career and Technical Education programs. The measure applies to voters within the Jefferson County and Broomfield portions of the school district.
- **Ballot Issue 5B:** Proposes a \$60 million special-purpose mill levy to fund building maintenance, capital improvements, facility repairs, technology and related capital needs. The measure applies to voters within the Jefferson County and Broomfield portions of the school district.

Weld County School District RE-8

- **Ballot Issue 5C:** Proposes increasing taxes by up to \$4.9 million annually and extending \$2.675 million in existing taxes scheduled to expire. The revenue would support competitive salaries and wages for teachers and other district staff, as well as expanded programming, including Career and Technical

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Education and additional educators. The measure applies to eligible voters within Weld County School District RE-8.

Local Measures

- **Ballot Issue 1A (Lodging Tax):** Proposes increasing Broomfield’s lodging tax, with the additional revenue intended to support housing-related purposes.
 - Council position: Support
- **Ballot Issue 1B (Xcel Energy Franchise Agreement):** Asks voters to approve a new 20-year franchise agreement with Public Service Company of Colorado (Xcel Energy) governing the utility’s use of Broomfield’s public rights-of-way and other public property.
 - Council position: Support
- **Ballot Issue 1C (Mayor Term of Office):** Proposes amending the Broomfield Charter to change the term of office for future mayors from two years to four years.

Financial Considerations

There is no direct financial cost to the City and County of Broomfield for Council to take a formal position on H.R. 5356 or any of the 2026 ballot measures.

Prior Council or Other Entity Actions

At the May 12, 2026 Council Meeting, Broomfield Council took an “Oppose” position to Initiative 177, which is now Amendment 82.

At the September 22, 2026 Council Meeting, Broomfield Council took a “Support” position on Ballot Issue 1A and 1B.

At the September 22, 2026 Council Meeting, Council considered a request for future action for staff to bring forward a resolution expressing support for the passage of H.R. 5356, National Infrastructure Bank Act of 2025.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

H.R. 5356: If Council desires to support H.R. 5356, the appropriate motion is:

I move that Council adopt Resolution No. 2026-99.

Positions on ballot questions: If Council desires to take a position on any of the ballot questions outlined in the staff memorandum, the appropriate motion is:

I move that Council {support, oppose} ballot measure XXX.

A simple majority is required for Council to direct a formal position.

Meeting Date: October 13, 2026

Title of Memo: Resolution Supporting H.R. 5356 (Resolution No. 2026-99) and Update on 2026 Ballot Measures

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Alternatives

Council can choose not to take a formal position.

RESOLUTION NO. 2026-99

A resolution expressing support for U.S. House Resolution 5356

Recitals.

Whereas, infrastructure investments in transportation, water, energy, telecommunications, and other public infrastructure are important to the continued economic vitality, mobility, and quality of life of communities throughout the United States; and

Whereas, H.R. 5356, the National Infrastructure Bank Act of 2025, was introduced in the United States House of Representatives on September 15, 2025, and was referred to the House Committees on Energy and Commerce, Ways and Means, Transportation and Infrastructure, Financial Services, Education and Workforce, Natural Resources, and the Budget; and

Whereas, H.R. 5356 would establish a National Infrastructure Bank to facilitate financing and investment in infrastructure projects throughout the United States, including projects related to transportation, water and wastewater, energy, telecommunications, and community development; and

Whereas, H.R. 5356 would provide an additional potential source of financing for eligible infrastructure projects and would support investment in infrastructure that serves communities across the nation; and

Whereas, Broomfield Council supports federal efforts to strengthen infrastructure investment and expand financing opportunities for eligible infrastructure projects that support safe, reliable, and sustainable communities.

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

Section 1.

The City Council of the City and County of Broomfield hereby expresses its support for H.R. 5356, the National Infrastructure Bank Act of 2025, and encourages the United States Congress to advance and enact legislation that establishes a National Infrastructure Bank and expands financing opportunities for eligible infrastructure projects.

Section 2.

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

Approved on October 13, 2026

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney