
Tuesday, April 28, 2026, 6:00 PM

Council Chambers

One DesCombes Drive

Broomfield, CO 80020

[View Correspondence](#)

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1. Meeting Commencement

1.A. Pledge of Allegiance

1.B. Review and Approval of Agenda

2. Petitions and Communications

2.A. Proclamation- No Place for Hate

2.B. Proclamation - National Military Appreciation Month

2.C. Proclamation - Declaring May 3-9, 2026, Broomfield Small Business Week

2.D. FlatIron Crossing & HiFi Development Update

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

6.A. Minutes for Approval

6.B. Resolution - Intergovernmental Agreement (IGA) Between Broomfield and RTD for Fare Reimbursement for FlexRide Zero Fare Summer

– Resolution 2026-55 Intergovernmental Agreement (IGA) Between Broomfield and RTD for Fare Reimbursement for FlexRide Zero Fare Summer

6.C. Board of Equalization (BOE) - Resolution - Abatement Petitions

– Resolution No. 2026-49-BOE approving Hearing Officer recommendations on Abatement Petitions (Board of Equalization - BOE)

6.D. Resolution - Authorized Spending for On Demand Services under Master Services Agreements

– Resolution 2026-56 approving authorization for spending under master services agreements for Broomfield Public Signage, Pump Maintenance Services, Fitness and Cardio Equipment, and Environmental Services.

6.E. Resolution - EBT (Acknowledge Review of Social Services Expenditures)

– Resolution No. 2026-61 acknowledging Review of Expenditures and Electronic Benefit Transfers for October, November, and December 2025

6.F. Request for Executive Session Regarding Broomfield Town Square

7. Action Items

- 7.A. Public Hearing - Resolution - Jeffco Airport Business Center East, Filing No. 1 Replat B, Lot 1 Rehabilitation Hospital Site Development Plan
- Resolution 2025-62 approving Jeffco Airport Business Center East Filing No. 1 Replat B, Lot 1 Site Development Plan
- 7.B. Public Hearing - Ordinance First Reading - Residential Waste Services - Code Updates
- Ordinance No. 2310 amending certain sections of Title 8 Chapter 4 of the Broomfield Municipal Code to modify City contracted waste collection services
- 7.C. Public Hearing - Ordinance First Reading - Establishing Vehicle Nuisance Code to Deter Street Racing and Related Activity
- Ordinance No. 2304 establishing vehicle nuisance provisions in the Broomfield Municipal Code to deter street racing and related unlawful or unsafe vehicle activity

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: April 22, 2026



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Kelli Cole, Executive Office Manager

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Petitions and Communications

Agenda Item: 2A

Subject: Proclamation- No Place for Hate

Goals: N/A

Overview

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

Proclamation Declaring April 28, 2026 as No Place For Hate Day in Broomfield

Attachments

[Memo for No Place For Hate Day Proclamation 2026.pdf](#)

[No Place For Hate Proclamation 2026.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

No Place For Hate is an initiative started by the Anti-Defamation League to improve school climate through anti-bias and bullying prevention education.

The No Place for Hate Coalition from Emerald Elementary aims to spread awareness to the community about acceptance, bullying, and speaking out.

Attached is a proclamation, signed by Mayor Guyleen Castriotta, declaring April 28, 2026, as No Place For Hate Day in Broomfield.

Representatives from Emerald Elementary's No Place For Hate Coalition will be in attendance for the reading of the proclamation and to provide a brief presentation.

Financial Considerations

N/A

Prior Council or Other Entity Actions

[April 15, 2025](#) Proclamation Declaring April 17, 2025 No Place For Hate Day in Broomfield

[April 12, 2022](#) Proclamation Declaring April 12, 2022 No Place For Hate Day in Broomfield

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING APRIL 28, 2026 AS NO PLACE FOR HATE DAY IN THE CITY AND COUNTY OF BROOMFIELD

- WHEREAS, the City and County of Broomfield, Colorado moves to proclaim April 28, 2026 No Place For Hate Day in Broomfield, recognizing the importance of anti-bias education, and
- WHEREAS, in partnership with the No Place For Hate Coalition from Emerald Elementary, the City and County of Broomfield recognizes the value of diversity in society and strives to increase awareness regarding the acceptance of others and the prevention of bullying, to bring about a more equitable and just community, and
- WHEREAS, the No Place for Hate Coalition from Emerald Elementary challenges members of the community, as individuals or together with others, to participate in acts of kindness on a regular basis.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim April 28, 2026 as:

No Place For Hate Day In Broomfield

In witness whereof, I hereunto set my hand and official seal on this the 28th day of April, 2026.

Guyleen Castriotta
Mayor



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Lisana Muñoz

Meeting Date: Tuesday, April 28, 2026, 6:00 PM
Agenda Category: Petitions and Communications
Agenda Item: 2B
Subject: Proclamation - National Military Appreciation Month

Goals: N/A

Overview

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

The City and County of Broomfield is proudly home to many veterans and military families, who have contributed greatly to the strength and prosperity of our community.

The Broomfield Workforce Center, which is rooted in the public workforce system's commitment to veteran services, provides priority of service to all veterans in most programs and values its partnership with the Colorado Department of Labor and Employment, and the Jobs for Veterans State Grant, specifically the Employment Regional Veteran Employer Representative and Disabled Veteran Outreach Specialist that serve Broomfield.

The Broomfield Veteran Services Officer provides free assistance for veterans and their families in filing for benefits and connecting to local resources.

This memo captures community events associated with the proclamation as April as Military Appreciation Month.

Attachments

[.Memo for Military Appreciation Month 2026.pdf](#)
[2026 Military Appreciation Month Proclamation .pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The City and County of Broomfield is proudly home to many veterans and military families, who have contributed greatly to the strength and prosperity of our community.

The Broomfield Workforce Center, which is rooted in the public workforce system's commitment to veteran services, provides priority of service to all veterans in most programs and values its partnership with the Colorado Department of Labor and Employment, and the Jobs for Veterans State Grant, specifically the Employment Regional Veteran Employer Representative and Disabled Veteran Outreach Specialist that serve Broomfield.

The Broomfield Veteran Services Officer provides free assistance for veterans and their families in filing for benefits and connecting to local resources.

In an effort to further our outreach to veterans, military members, and their families, the Broomfield Workforce Center, in partnership with the Broomfield Library, Arts & History, Broomfield Veterans Museum, Broomfield Senior Services, and the Broomfield Development, Diversity, Equity, and Inclusion Office, has planned veteran-focused events to take place during the month of May.

The events include:

- A veteran-focused job and resource fair with employers that prioritize veterans in their hiring process and resources available to veterans in and around Broomfield
- An Honoring Our Veterans Luncheon
- A recognition and refreshments event at the Veterans Museum
- Workshops for businesses and veterans to provide employment and community resources
- The Memorial Day Celebration and Picnic will mark the conclusion of the month's activities.

Prior Council or Other Entity Actions

Prior Council Action - [Memo for Proclamation Declaring May 2025 as Military Appreciation Month for the City and County of Broomfield](#)

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

If approved, sign the Proclamation.

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING MAY 2026 AS MILITARY APPRECIATION MONTH

- WHEREAS, *in 1999, the United States Congress passed a resolution proclaiming May as National Military Appreciation Month, calling for all Americans to remember those who gave their lives in the defense of freedom and to honor the men and women of all of our Armed Services, who have served and are now serving our country, together with their families; and*
- WHEREAS, *the City and County of Broomfield is proudly home to many veterans and military families, who have contributed greatly to the strength and prosperity of our community; and*
- WHEREAS, *the Broomfield Workforce Center, which is rooted in the public workforce system's commitment to veteran services, provides priority of service to all veterans in most programs and values its partnership with the Colorado Department of Labor and Employment, and the Jobs for Veterans State Grant, specifically the Employment Regional Veteran Employer Representative and Disabled Veteran Outreach Specialist that serve Broomfield; and*
- WHEREAS, *the Broomfield Veteran Services Officer provides free assistance for veterans and their families in filing for benefits and connecting to local resources; and*
- WHEREAS, *the City and County of Broomfield, through the combined efforts of the Broomfield Workforce Center, Broomfield Veterans Museum, the Broomfield Senior Services, and the Broomfield Development, Diversity, Equity, and Inclusion (DDEI) team, works in partnership to plan and host veteran-focused events and services throughout the month of May, to further outreach and show appreciation to our military community; and*
- WHEREAS, *it is fitting and proper to recognize, honor, and support the commitment and sacrifice of current, former, and fallen members of all branches of the United States Armed Forces and their families, and encourage all residents to recognize our veterans and our military personnel and their families by displaying the flag of the United States at their homes and businesses throughout the month of May.*

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

Military Appreciation Month In Broomfield

In witness whereof, I hereunto set my hand and official seal on this the 28th day of April 2026.

Guyleen Castriotta
Mayor



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Victoria Tran, Business Development Manager

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Petitions and Communications

Agenda Item: 2C

Subject: Proclamation - Declaring May 3-9, 2026, Broomfield Small Business Week

Goals: Financial Sustainability and Resilience

Overview

Small Business Week is a nationally recognized program, led by the United States Small Business Administration (SBA) for more than 50 years, to celebrate the contributions and role small businesses play in creating a thriving and sustaining community. To honor the importance of Broomfield businesses of all sizes, this year the City and County will recognize Broomfield Business Week, which will occur the same week as SBA's National Small Business Week scheduled for May 3-9, 2026.

Attachments

[MEMO -Proclamation Small Business Week May 3-9, 2026.pdf](#)

[SmallBusinessWeekMay3-92026ProclamationGrackleUpdated.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Small Business Week is a nationally recognized program, led by the United States Small Business Administration (SBA) for more than 60 years, to celebrate the contributions and role small businesses play in creating a thriving and sustaining community.

Historically, Broomfield has recognized Small Business Week as an opportunity for community leaders to encourage the public, customers, and shoppers to patronize small businesses.

To honor the importance of Broomfield businesses of all sizes, this year the City and County will recognize Broomfield Business Week, which will occur the same week as SBA's national Small Business Week scheduled for May 3-9, 2026.

In addition to our small business development programs, like the Enhance Broomfield and Entrepreneur Micro Grant Programs, the Economic Vitality Department, partnering with the Broomfield Workforce Center, is hosting a number of workshops during the week to support local businesses. The topics are based on feedback from business during our joint listening sessions with the Small Business Development Center.

The City and County of Broomfield continually supports, encourages and celebrates our local small businesses as they employ thousands in our community, contribute and support charitable group-organizations, schools, and other various organizations, and daily lead our local economy and community.

Attached is a proclamation declaring the week of May 3, 2026, as Broomfield Business Week.

Financial Considerations

No additional funds will be allocated to support the proclamation of the Broomfield Business Week activities, beyond those already approved in the 2026 EVD program budget.

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A



Proclamation

PROCLAMATION DECLARING MAY 3-9, 2026 AS BROOMFIELD BUSINESS WEEK

- WHEREAS, *the City and County of Broomfield celebrates our local businesses and the contributions they make to our local economy and community; and*
- WHEREAS, *according to the United States Small Business Administration, there are over 730,500 small businesses in Colorado, which represent 99.5% of Colorado businesses, employing 1.2 million employees, over 48.6% of all Colorado employed persons; and*
- WHEREAS, *Broomfield's economy is concentrated with small businesses, with over 92% of all Broomfield businesses employing less than 50 persons, and nearly half the firms employ less than 5 persons; and*
- WHEREAS, *business owners and managers have created and supported economic opportunities for all persons irrespective of gender, race, ethnicity, or socioeconomic status; and*
- WHEREAS, *for many people, small businesses were their first job or training opportunity, the place where many of us learned customer and communication skills, got our first paycheck, and supervised a team of coworkers; and*
- WHEREAS, *from the storefront shops that anchor our community to the high-tech startups that keep us on the cutting edge, small businesses are the backbone of our community and the cornerstone of our economy; and*
- WHEREAS, *the City and County of Broomfield supports small businesses through our Enhance Broomfield and Entrepreneur Microgrant programs, which have invested over \$2,000,000 since 2015 to aid in expansion efforts as Broomfield businesses create jobs and generate activity for the benefit of our economy and vitality; and*
- WHEREAS, *the City and County of Broomfield, along with its partners, the Broomfield Area Chamber of Commerce, will be hosting workshops as part of the Broomfield Business Week to support and grow businesses; and*
- WHEREAS, *for more than 60 years, there has been a Presidential proclamation announcing Small Business Week, recognizing the critical contributions of America's small business owners;*

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim May 3 through May 9, 2026, as:

BROOMFIELD BUSINESS WEEK

And encourage the residents of our community to support small businesses and merchants, not just during Broomfield Business Week, but throughout the year.

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

Guyleen Castriotta
Mayor

Minutes for the City Council Special Meeting

One DesCombes Drive, Broomfield, CO 80020

April 7, 2026, 6:01 PM - April 7, 2026, 6:07 PM

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
- **Heidi Henkel**, Ward 5
- **Todd Cohen**, Ward 5

Not Present:

- **Sean McKenzie**, Ward 4
- **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

1.B. Review and Approval of Agenda

2. Action Items

2.A. Executive Session Requesting Legal Advice and Instruction to Negotiators Regarding BTS

Councilmember Ward moved to approve the request for an Executive Session Requesting Legal Advice and Instruction to Negotiators Regarding Broomfield Town Square. Councilmember Henkel seconded the motion, which passed 8-0. Councilmember Cohen and Councilmember McKenzie were absent.

3. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

April 14, 2026, 6:00 PM - April 14, 2026, 8:59 PM

[View Correspondence](#)

[View Presentations](#)

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

- **Guyleen Castriotta**, Mayor (Remote, present at 6:59 p.m.)
- **Katie Peterson**, Ward 1
- **Julie Twiss**, Ward 1
- **Paloma Delgadillo**, Ward 2
- **Austin Ward**, Ward 2
- **Jean Lim, Mayor Pro Tem**, Ward 3
- **Sarah Braun**, Ward 3
- **Laurie Anderson**, Ward 4
- **Sean McKenzie**, Ward 4 (Present at 7:09 p.m.)
- **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

The Mayor Pro Tem called a recess at 8:02 p.m. The meeting reconvened at 8:12 p.m.

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. Recognition of Broomfield High School State Champion Girls Swim and Dive Team- 6:03 PM

2.B. Recognition of Broomfield High School State Champion Wrestler Shayla Martinez- 6:15 PM

2.C. Proclamation - National Library Week - 6:24 PM

3. Councilmember Reports

4. Public Comment

5. Reports

5.A. 2026 Legislative Session Update - 6:52 PM

Councilmember Ward moved to take an amend position on SB26-150: Modernizing Regional Transportation District. The motion was seconded by Councilmember Delgadillo and passed 8-1. Councilmember Henkel opposed. Councilmember McKenzie was absent.

Councilmember Ward moved to take an oppose position on Initiative 175: State Revenue Supporting Road Transportation. The motion was seconded by Councilmember Braun and passed 9-0. Councilmember McKenzie was absent.

6. Consent Items

Councilmember Braun moved to approve Consent Items 6A-6H. The motion was seconded by Councilmember Twiss, and passed 10-0.

6.A. Minutes for Approval- 7:28 PM

6.B. Resolution- Motorola Aggregate Spend- 7:28 PM

6.C. Resolution - Depot Museum Parking Lot Repair/Replacement- 7:28 PM

6.D. Resolution - Mile High Water License Approval- 7:28 PM

6.E. Resolution - Second Amendment to the Construction Management Agreement with WSB- 7:28 PM

6.F. Resolution - Appointments to the Mile High Regional Emergency Medical and Trauma Advisory Committee (RETAC) for 2026/28- 7:28 PM

6.G. Resolution - Authorizing Annual Aggregate Spending with Statewide Internet Portal Authority (SIPA) for Procurement of Cloud-Based Software.- 7:28 PM

6.H. Broomfield High School Just After Midnight (JAM) After Prom Extravaganza 2026 Event Sponsorship- 7:28 PM

7. Action Items

7.A. Public Hearing - Resolution - Rezoning 8320 Park Street from R-1 to MU-2- 7:34 PM

Public Hearing was opened at 7:34 PM and closed at 8:00 PM

Councilmember Ward moved to approve Resolution No. 2026-48 approving of a Rezoning from Low-Density Residential R-1 to Employment Mixed Use MU-2 at 8320 Park Street. The motion was seconded by Councilmember Henkel, and passed 10-0.

7.B. Public Hearing - Ordinance Second Reading - Model Traffic Code- 8:13 PM

Public Hearing was opened at 8:14 PM and closed at 8:16 PM

Councilmember Henkel moved to approve on second reading and order published by title Ordinance No. 2297 amending Chapter 10, Vehicles and Traffic, of the Broomfield Municipal Code and Adopting the 2024 Model Traffic Code for Colorado . The motion was seconded by Councilmember Ward, and passed 10-0.

7.C. Public Hearing - Ordinance Second Reading - Change Library Fees - 8:17 PM

Public Hearing was opened at 8:18 PM and closed at 8:30 PM

Councilmember Twiss moved to approve on second reading and order published by title Ordinance No. 2298 amending Chapter 2-52 Public Library regarding the assessing and collecting of fines and fees for lost and damaged library materials. The motion was seconded by Councilmember Henkel, and passed 10-0.

7.D. Public Hearing - Ordinance Second Reading - Adjusting Campaign Finance Deadlines for October Reports- 8:30 PM

Public Hearing was opened at 8:31 PM and closed at 8:34 PM

Councilmember Delgadillo moved to approve on second reading and order published by title Ordinance No. 2303 Adjusting Campaign Finance Deadlines for October Reports. The motion was seconded by Councilmember Peterson, and passed 10-0.

8. Mayor and Councilmember Requests for Future Action

8.A. Councilmember Braun's Request for Future Action Related to Safe Parking- 8:46 PM

9. Adjournment

APPROVED:

Mayor Castriotta



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

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

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6B

Subject: Resolution - Intergovernmental Agreement (IGA) Between Broomfield and RTD for Fare Reimbursement for FlexRide Zero Fare Summer

- Resolution 2026-55 Intergovernmental Agreement (IGA) Between Broomfield and RTD for Fare Reimbursement for FlexRide Zero Fare Summer

Goals: Mobility

Overview

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

Intergovernmental Agreement (IGA) with the Regional Transportation District (RTD) to provide fare reimbursement for the Broomfield, Interlocken, and Broomfield North FlexRide services during June, July, and August 2026. This "Zero Fare Summer" initiative aims to encourage ridership by suspending fare collections during these months.

Attachments

[Memo 2026 Broomfield FlexRide Zero Fare Summer.pdf](#)

[Resolution 2026-55 2026 FlexRide Zero Fare Summer .pdf](#)

[RTD Agreement](#)

Summary

[View Correspondence](#)

[View Presentation](#)

This memo proposes an Intergovernmental Agreement (IGA) with the Regional Transportation District (RTD) to provide fare reimbursement for the Broomfield, Interlocken, and Broomfield North FlexRide services during June, July, and August 2026. This "Zero Fare Summer" initiative aims to encourage ridership by suspending fare collections during these months.

The 2025 Zero Fare Summer campaign continued to demonstrate success in boosting ridership and community engagement. In 2025, the Broomfield North FlexRide saw a 41% increase in total annual boardings (1,867) compared to 2024 (1,321). In addition, average daily ridership on Broomfield North during the summer months of 2025 (June-August) was approximately 49% higher than during the preceding spring months (January-May). The core Broomfield FlexRide service also maintained strong ridership levels, recording over 19,000 total boardings throughout 2025.

Background and Overview

The Broomfield FlexRide is a curb-to-curb transit service, open to all ages and abilities, that helps provide coverage in lower-density areas. The FlexRide experiences significant youth ridership during the school year and lower ridership in the summer. The Zero Fare Summer campaign, first launched in 2018, was designed to address this seasonal dip and increase overall awareness of the service.

In the summer of 2018, the campaign led to a 70% increase in Broomfield FlexRide ridership (averaging 80 boardings per weekday) compared to 2017, and a similar campaign in 2019 saw a 50% increase over 2017. There was a suspension of the partnership in 2020 and 2021 due to COVID. Following Broomfield City Council's 2020 adoption of Broomfield Greenhouse Gas (GHG) reduction targets and the 2022 Broomfield GHG Reduction Plan's recommended strategies, which included transit incentives, Broomfield resumed the summer fare subsidy program with RTD in 2022. Since 2022, RTD has required an IGA for subsidized transit fares, with Broomfield paying the fares.

In 2023, RTD rebranded the campaign as "Zero Fare," the same year the Broomfield North FlexRide service launched. Since then, the program has shown consistent growth. The 2024 campaign helped sustain a 6% ridership increase for the Broomfield FlexRide throughout the year, while the Broomfield North service saw a 50% increase in its second year of operation compared to its first. The 2025 data confirms this upward trajectory.

In 2025, RTD added the Via Varra and Skyestone neighborhoods to the Interlocken Service Area. In April 2026, RTD consolidated the Broomfield North zone into the Broomfield zone, creating one large service area north of US 36. Broomfield now has two larger service-area zones, increasing access to more destinations and now providing Saturday service for north Broomfield residents.

Proposed Resolution No. 2026-55 will approve an IGA with RTD for reimbursement of fares for all FlexRide services in Broomfield for June, July, and August 2026. This is an IGA, and pursuant to City Charter, requires two-thirds of the affirmative vote of the entire City Council for approval.

Financial Considerations

The 2026 Zero Fare Summer IGA proposes a reimbursement amount based on previous boardings and cost per boarding for the three months of suspended fares. Consistent with the 2025 IGA terms, the cost is calculated using the previous year's actual boarding data. The 2026 fare reimbursement will be \$6,637.68.

The agreement also includes a protective clause stipulating that should RTD participate in a system-wide "Zero Fare for Better Air" or similar state-funded program during these months, Broomfield will **not** be required to reimburse RTD for that specific period.

Sources and Uses of Funds	Amount
Transportation General Operating Budget - Advertising (01-19650-53440)	\$23,000.00
Broomfield area FlexRide Fare Reimbursement to RTD	-\$6,637.68
Projected Balance	\$16,362.32

Prior Council or Other Entity Actions

- May 10, 2022 - [Resolution No. 2022-68](#) Approving an Intergovernmental Agreement Between Broomfield and RTD for Fare Reimbursement Broomfield FlexRide Service
- April 11, 2023 - [Resolution No. 2023-49](#) Approving an Intergovernmental Agreement Between Broomfield and RTD for Fare Reimbursement Broomfield FlexRide Service
- March 26, 2024 - [Resolution 2024-34](#) Approving an Intergovernmental Agreement Between Broomfield and RTD for Fare Reimbursement Broomfield FlexRide Service
- May 13, 2025 - [Resolution No. 2025-75](#) Approving an Intergovernmental Agreement with RTD for FlexRide Fare Reimbursement

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2026-55 be adopted.

Alternatives

Do not approve the IGA for fare reimbursement. If not approved, regular fares will be charged to riders on the Broomfield, Broomfield North, and Interlocken FlexRide services.

RESOLUTION NO. 2026-55

A Resolution Approving an Intergovernmental Agreement for 2026 Fare Reimbursement
Broomfield, Broomfield North, and Interlocken FlexRide Services

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

Section 1.

The 2026 Intergovernmental Agreement by and between the City and County of Broomfield and the Regional Transportation District for Fare Reimbursement of the Broomfield, Broomfield North, and Interlocken FlexRide Services, in an amount not to exceed \$6,637.68, 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 upon its approval by the City Council.

Approved on April 28, 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

**2026 INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL
TRANSPORTATION DISTRICT AND THE CITY AND COUNTY OF BROOMFIELD**

FOR

FARE REIMBURSEMENT

BROOMFIELD, BROOMFIELD NORTH, AND INTERLOCKEN FLEXRIDE SERVICE

This Intergovernmental Agreement ("**Agreement**" or "**IGA**") is made as of June 1, 2026 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, et seq., ("**RTD**"), and City and County of Broomfield, Colorado, a body corporate and politic (hereafter "**Broomfield**" or the "**City**"). RTD and the City may also be referred to individually as a "**Party**" and together the "**Parties**".

RECITALS

- A.** RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B.** Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203, *et seq.*, both RTD and the City may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C.** RTD and the City agree that RTD's services provide attractive and effective transit service for people to work, live and recreate in the City.
- D.** Among the bus services provided by RTD within the City is RTD's FlexRide service known as the Broomfield, Broomfield North, and Interlocken FlexRide (the "**Services**").
- E.** To encourage transit ridership in Broomfield, the City would like to subsidize RTD transit for its RTD customers for the Broomfield, Broomfield North, and Interlocken FlexRide whereby customers of the Services would not pay a fare (the "**Program**").
- F.** RTD agrees to provide the Broomfield, Broomfield North, and Interlocken FlexRide Services free of charge to customers and in exchange, the City agrees to compensate RTD for the lost fare revenue resulting from the Program.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GENERAL.**

A. Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A: Description of the Reimbursement Payment

B. Recitals. The recitals set forth above are incorporated herein by this reference.

2. **OPERATIONS, MANAGEMENT AND CONTROL OF THE TRANSIT SERVICES.** RTD shall continue to manage and operate, either directly or through its designated agent(s), its transit service including without limitation the Services. RTD or its designated agent(s) are solely responsible for the operations, management, marketing (except as stated in Section 5, Marketing), administration, and service delivery functions, including provision of vehicles, vehicle maintenance, insurance, and accounting. The City has no responsibility for, nor authority or control with respect to, the supervision and management of any employees or contractors who work in connection with RTD transit services.
3. **PROGRAM.** RTD will not require customers boarding the Broomfield, Broomfield North, and Interlocken FlexRide Services from June 1, 2026, through August 31, 2026 to pay the local RTD fare. RTD will provide a local transfer to any customer who requests a transfer. Customers who use RTD services that require a fare greater than the local fare must pay the cost of a fare upgrade, or the difference between the local fare and the higher fare.
4. **CITY FUNDING.** The reimbursement payment from the City to RTD for 2026 is calculated based on 2025 actual boarding and fare information as outlined in **Exhibit A.** The amount payable by the City to RTD for reimbursement of Broomfield, Interlocken, and Broomfield North FlexRide lost fare revenue will be \$6,637.54 for 2026. Should RTD participate in the Zero Fare for Better Air or similar program, and there are zero fares for any portion of the Term of this Agreement, RTD and the City agree that the City would not reimburse RTD for that period.
5. **INVOICING AND PAYMENT.** RTD will send the City an invoice for the funding reimbursement concerning the Broomfield, Broomfield North, and Interlocken FlexRide Services at the end of the Term of this Agreement. The City shall pay the invoice within thirty (30) calendar days after receipt of the invoice.

6. **MARKETING.** If the City conducts a marketing campaign for the Program, it will be at its sole cost, provided that the City will submit any proposed marketing materials and strategies for RTD’s review and collaboration before releasing them to the public. RTD will assess and recommend any and all appropriate promotional opportunities on RTD materials (if any) as they relate to the Program. RTD will ensure that its appropriate staff, specifically the RTD Telephone Information Center, Customer Service staff, bus operators and supervisors, are aware of the Program.
7. **TERM AND TERMINATION.** This Agreement commences on the Effective Date and remains in effect until December 31, 2026 (the “**Term**”), unless sooner terminated in writing or by court order. Either Party may terminate this Agreement upon sixty (60) calendar days’ written notice. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement.
8. **COMMUNICATION AND NOTICES.** Any notices, bills, invoices or reports required by this Agreement will be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the following addresses:

For the City:

City and County of Broomfield
One DesCombes Dr.
Broomfield, CO 80020
Attn: Sarah Grant
sgrant@broomfield.org

For RTD:

Regional Transportation District
1660 Blake St.
Denver, CO 80202
Attn: Erin Vallejos
Acting Deputy Assistant General Manager, Bus Operations
Erin.Vallejos@rtd-denver.com

The addresses or contacts may be changed by the Parties by written notice.

9. **STATUS OF PARTIES.** Nothing contained in this Agreement creates any partnership, joint venture, or other association or relationship between RTD and the City. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, or understanding, except as expressly set forth in this Agreement.

10. **LIABILITY AND IMMUNITY.** Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver by RTD or the City of its governmental immunity, including limitations of amounts or types of liability or the governmental acceptance by RTD of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
11. **NO EFFECT ON RTD RIGHTS OR AUTHORITY.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or perform any functions authorized by C.R.S. § 32-9-101, *et seq.*
12. **GENERAL PROVISIONS.**
 - A. **Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.
 - B. **Available Funding.** This Agreement does not contain any multiple-fiscal-year financial obligations by either Party that extend beyond its contract end date. The financial obligations of each Party under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this Agreement have been authorized for the current fiscal year. Nothing herein obligates RTD or the City to budget, authorize or appropriate funds for any future fiscal year.
 - C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises, or agreements, express or implied, shall exist between the Parties, except as stated herein.
 - D. **Amendment.** No amendment to this Agreement shall be made or deemed to have been made unless in writing executed and delivered by the Party to be bound thereby.
 - E. **Governing Law.** This Agreement shall be interpreted and enforced according to the law of the State of Colorado, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
 - F. **Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should

any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.

- G. Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- H. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.
- I. Paragraph Headings.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.
- J. Counterparts.** This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.
- K. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- L. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- M. No Agency.** It is expressly understood and agreed that RTD and the City do not intend to be and shall not in any respect be deemed agents of each other.
- N. Governmental Immunity.** It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this IGA shall be construed as an expressed or implied waiver by RTD or the City of its governmental immunity or the governmental acceptance by RTD or the City of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- O. Changes in Law.** This Agreement is subject to such modifications as may be required by changes in municipal, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

- P. Electronic Signatures.** This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Remainder of page intentionally left blank.

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Debra A. Johnson
General Manager and CEO

Approved as to legal form for RTD:

Brandon Nguyen
Associate General Counsel

CITY and COUNTY OF BROOMFIELD

Mayor

Approved as to legal from the
City and County of Broomfield:

City and County Attorney

ATTEST:

Deputy City and County Clerk

DATE

EXHIBIT A

Broomfield/Interlocken and Broomfield North FlexRide Buy Up 2026

Weekdays	Saturdays	Average Cost per Weekday	Average Cost per Saturday	Total Cost
66	12	\$96.50	\$22.39	\$6,637.68

Should RTD participate in the Zero Fare for Better Air or similar program, and there are zero fares for any portion of the Term of this Agreement, RTD and the City agree that the City would not reimburse RTD for that period. Reductions would be calculated based on the number of weekdays/Saturdays for the period multiplied by the average cost per weekday/Saturday (June: 22 weekdays and 4 Saturdays; July: 23 weekdays and 3 Saturdays (with July 4 holiday); August: 21 weekdays and 5 Saturdays).



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Crystal Clemens

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6C

Subject: Board of Equalization (BOE) - Resolution - Abatement Petitions

- Resolution No. 2026-49-BOE approving Hearing Officer recommendations on Abatement Petitions (Board of Equalization - BOE)

Goals: N/A

Overview

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

Staff is requesting that Council, sitting as the Board of Equalization, approve actions on three abatement petitions.

Attachments

[BOE Memo for Action on Abatement Petitions - 4.28.26.pdf](#)

[Resolution 2026-49-BOE - Action on Abatement Petitions .pdf](#)

Summary

[View Correspondence](#)
[View Presentation](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve actions on three abatement petitions.

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

The taxpayers identified 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.

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

An administrative denial was requested for the following petitions:

- a. Petitioner Schedule No.: [CUTLER PROPERTIES LLP R0113136](#)

On April 1, 2026, an abatement hearing was held by an appointed hearing officer and neither the petitioner, nor their tax agent attended the hearing. After reviewing all of the evidence presented in the case, the hearing officer is recommending denial of the following petition:

- b. Petitioner Schedule No.: [8 GARDEN CENTER #101 LLC R8873208](#)

On April 8, 2026, an abatement hearing was held by an appointed hearing officer. After reviewing all of the evidence presented in the case, the hearing officer is recommending a reduction in the value, but not to the level requested by the petitioner (an approval in part); staff is recommending approval of the hearing officer’s recommendation for approval in part the following petition:

- c. Petitioner Schedule No.: [RITE A WAY LLC R8873849](#)

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 be granted.

Financial Considerations

While there is a financial implication to Broomfield with the adjustment of property valuations, the valuation of property is handled at the individual property level. The hearing officers are well versed in

property valuation and will look at each property individually to determine the actual value of the taxable property based on Colorado statutes by using the appropriate valuation method - the cost approach, sales comparison (market) approach or income approach. The findings presented represent the individual assessment of each property, and not the overall impact to Broomfield's finances.

Prior Council or Other Entity Actions

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

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

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Staff recommends Council approve Resolution 2026-49-BOE. To do so, the appropriate motion is...

That Resolution 2026-49-BOE be adopted.

Alternatives

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

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

RESOLUTION NO. 2026-49-BOE

A Resolution for Action on Certain Abatement Petitions

Recitals.

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

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

Whereas, the 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;

Whereas, one petitioner identified below elected to forgo a formal hearing with a hearing officer with the understanding that a decision of denial of the petition would be entered by the County Board of Equalization (i.e. an Administrative Denial);

Whereas, on April 1, 2026 a hearing was conducted on the valuation of a second property at issue; and on April 8, 2026 a hearing was conducted on the valuation of a third property at issue;

Whereas, the hearing officers made findings and recommendations detailed below to Council.

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

Section 1.

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

Section 2.

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

Section 3.

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

Approved on April 28, 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:

NCR

City and County Attorney

Exhibit A
Resolution 2026-49-BOE
Denials

1. Petitioner Schedule No.: [8 GARDEN CENTER #101 LLC R8873208](#)

Administrative Denials

1. Petitioner Schedule No.: [CUTLER PROPERTIES LLP R0113136](#)

Exhibit B
Resolution 2026-49-BOE
Approval in Part

1. Petitioner Schedule No.: [RITE A WAY LLC R8873849](#)



BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Graham Clark

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6D

Subject: Resolution - Authorized Spending for On Demand Services under Master Services Agreements

- Resolution 2026-56 approving authorization for spending under master services agreements for Broomfield Public Signage, Pump Maintenance Services, Fitness and Cardio Equipment, and Environmental Services.

Overview

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

Resolution No. 2026-56 would authorize the City and County Manager, or designee, to approve purchase orders for: Advanced Exercise, E3 Enterprises, Twin Peaks Environmental LLC, DHM Design Corporation, Arvada Pump Company, Denver Winpump Company, Industrial Service Solutions, LLC, Quantum Pump & Controls, LLC, and Water Technology Group, up to the approved budget amount of on-call, on demand and emergency expenditures based on the Department's authorized budget, including those which may exceed aggregate spend thresholds, up to and not to exceed the appropriated budgeted amounts for the services identified.

Attachments

[Memo for Master Services Agreements.pdf](#)

[Resolution No. 2026-56.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

[Resolution No. 2025-59](#) was authorized by City Council on March 25, 2025, permitting Departments to utilize their authorized budgets through purchase orders, up to the approved budget amount for on-call, on-demand and emergency expenditures, with the approval from the City and County Manager, or designee. The use of Master Service Agreements, combined with the delegation of authorization for budget-approved spending, is a more efficient and streamlined process for these types of services. Resolution No. 2025-59 was approved with a specific list of vendors.

Staff is requesting City Council add additional vendors to the list of those entities for which Council will delegate authority to the City and County Manager to authorize expenditures of on-call, on-demand and emergency expenditures through the use of Master Service Agreements in excess of \$200,000. Those vendors are:

- Fitness and Cardio Equipment with the following vendor: Advanced Exercise
- Environmental Services with the following vendors: Twin Peaks Environmental LLC and DHM Design Corporation
- Broomfield Public Signage with the following vendor: E3 Enterprises
- Pump Maintenance Services with the following vendors: Arvada Pump Company, Denver Winpump Company, Industrial Service Solutions LLC, Quantum Pump & Controls, LLC and Water Technology Group

Similar to those vendors listed in Resolution No. 2025-59, proposed Resolution No. 2026-56 would authorize the City and County Manager, or designee, to approve purchase orders for the following vendors up to the approved budget amount for on-call, on demand and emergency expenditures based on the Department's authorized budget, including those which may exceed aggregate spend thresholds, up to and not to exceed the appropriated budgeted amounts for the services identified. Those vendors include

- Advanced Exercise, whose work supports a variety of types, brands and styles of cardio and weight equipment, for both public use and employee use at various locations and facilities, including but not limited to the Broomfield Community Center, Paul Derda Recreation Center, Broomfield Police Department Weight Room and Broomfield Detention Center.
- E3 Enterprises, whose work supports sign design, fabrication, and installation services for a variety of signs around the City and County of Broomfield. These agreements encompass a wide range of services such as customized interpretive signs, wayfinding and direction signs, interior and exterior building identification signs, and pavement markers.
- Twin Peaks Environmental LLC and DHM Design Corporation, whose work supports a variety of environmental and land management services. These services will support the planning, design, implementation, and maintenance of sustainable land use and infrastructure projects across multiple public service areas.

- Arvada Pump Company, Denver Winpump Company, Industrial Service Solutions LLC, Quantum Pump & Controls, LLC and Water Technology Group, whose work supports pump maintenance and repair services as needed for pumps and motors for all City owned facilities, primarily located in the Water Utilities Department.

This resolution is specific to the spending authority for the City and County Manager and would also authorize the City and County Manager to amend and renew the agreements for three additional one-year periods and issue purchase orders, but only up to the approved budget amount for that year. Additionally, these expenditures would be included in Council’s special report, issued quarterly at a Council meeting from the Finance Department regarding the annual expenditures to date for all vendors with Master Services Agreements.

The use of master services agreements are initially non-encumbering, zero-sum contracts, and have Broomfield’s standard terms and conditions. Encumbrances of funds occur when any on-call, on-demand or emergency services are identified and purchase orders are issued confirming the work, and at that time encumbering any funds. Under the Broomfield Municipal Code, any individual purchase agreement or aggregate purchase agreements in a calendar year over \$200,000 must be approved by Council. By using the master services agreement along with this specific spending authority, staff will not have to return to Council for each expenditure for these specific high-need and on-demand vendors.

Financial Considerations

There are no financial considerations for this item, as any work shall occur on an on-call, on-demand or emergency basis, through the use of master services agreements, for which the budget has already been appropriated as part of the 2026 budget process.

Staff is requesting City Council delegate authority to the City and County Manager to approve purchase orders for expenditures in excess of \$200,000, including those which may exceed aggregate spend thresholds, up to and not to exceed the appropriated budgeted amounts for the services identified.

Sources and Uses of Funds for Multiple Projects	Amount
Arts and History- Signage	\$155,000
Parks, Recreation and Senior Services- Signage	\$300,000
Open Spaces- Signage	\$130,000
Water Utilities- Pump Repair	\$1,180,068
Open Spaces- Environmental Services	\$500,000
Parks, Recreation and Senior Services- Fitness Replacement	\$587,837

Any funding over and above the funding identified in the existing budget will still require future reviews and approvals from the City Council.

Prior Council or Other Entity Actions

March 25, 2025 - Council approved Prior Council Action [Resolution No. 2025-59](#) authorizing the use of master service agreements and delegating purchasing authority to the City and County Manager or her designee for specific vendors' on-call, on demand and emergency expenditures in excess of \$200,000.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to move forward with the authorization, the appropriate motion is
That Resolution 2026-56 be adopted.

Alternatives

Reject the resolution and do not provide the City and County Manager this delegated authority. Staff will continue with the current process of encumbering funding with each contract and bringing individual contracts with the aggregate value of \$200,000 or greater to Council for approval..

Background

List Of Awarded Master Services Agreements

The following additional solicitation and master service agreements are for budgets whose expenditures are expected to exceed \$200,000.

Solicitation

[25-IFB-PR-003 Fitness and Cardio Equipment](#) cardio and weight equipment, for both public use and employee use at various locations and facilities.

Awarded To:

[Advanced Exercise](#)

[25-IFB-OST-002 Broomfield Signage](#) sign design, fabrication, and installation services for a variety of signs around the City and County of Broomfield.

Awarded To:

[E3 Enterprises](#)

[25-IFB-OST-001 Environmental Services](#) environmental and land management services.

Awarded To:

[Twin Peaks Environmental LLC](#)

[DHM Design Corporation](#)

[25-IFB-PW-006 Pump Maintenance & Repair Services](#) pump maintenance and repair services as needed for pumps and motors.

Awarded To:

[Arvada Pump Company](#)

[Denver Winpump Co.](#)

[Industrial Service Solutions, LLC](#)

[Quantum Pump & Controls, LLC](#)

[Water Technology Group](#)

RESOLUTION NO. 2026-56

A resolution approving authorization for spending under master services agreements for Broomfield Public Signage, Pump Maintenance Services, Fitness and Cardio Equipment, and Environmental Services.

Recitals.

Whereas, the Procurement Division has worked with the Library, Arts and History, Parks, Recreation and Senior Services, Open Spaces and Water Utilities Departments to complete the competitive solicitation of prequalified vendors for Broomfield Public Signage, Pump Maintenance Services, Fitness and Cardio Equipment, and Environmental Services, and entered into non-encumbering contracts with the parties identified below; and

Whereas, the aggregate amount of each of these services could each exceed \$200,000 in any given year and City Council desires to delegate authority to the City and County Manager to authorize such expenditures up to the amount of annual budget appropriation for each given service; and

Whereas, Council desires to also delegate authority to the City and County Manager to authorize such expenditures up to the amount of annual budget appropriation for three additional renewals;

Whereas, Master Service Agreements, which will govern the rights and obligations between the parties, have been entered into with each of these vendors; and

Whereas, the Master Service Agreements do not obligate Broomfield to make any specific payment or service request. The actual encumbrances of funds occur when any on-call, on demand or emergency services are identified and purchase orders are issued under the authority provided by this resolution confirming the work.

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

Section 1.

The City and County Manager or a designee is authorized to approve expenditures up to the amount indicated in the annual budget appropriation for the following referenced Master Services Agreements:

- A. Master On-Call Construction Agreements for Broomfield Public Signage, Pump Maintenance Services, Fitness and Cardio Equipment, and Environmental Services with:

1. Advanced Exercise
2. E3 Enterprises
3. Twin Peaks Environmental LLC
4. DHM Design Corporation
5. Arvada Pump Company
6. Denver Winpump Company
7. Industrial Service Solutions, LLC
8. Quantum Pump & Controls, LLC
9. Water Technology Group

Section 2.

The City and County Manager or a designee is authorized to amend and renew the agreements for three additional one-year periods and issue purchase orders up to the amount indicated in the annual budget appropriation for each type of service in each of the next three budget years.

Section 3.

On a quarterly basis, at a regular council meeting, Council shall receive a special report from the Finance Department regarding the annual expenditures to date for all vendors with Master Services Agreements, including the above-referenced MSAs.

Section 4.

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

Approved on April 28, 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



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Lisana Muñoz

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6E

Subject: Resolution - EBT (Acknowledge Review of Social Services Expenditures)

- Resolution No. 2026-61 acknowledging Review of Expenditures and Electronic Benefit Transfers for October, November, and December 2025

Goals: N/A

Overview

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

Each quarter, Human Services staff report to the City Council, sitting as the Board of Social Services pursuant to C.R.S. 26-1-116(1)(2), financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for the fourth quarter of 2025.

Attachments

[Memo for Electronic Benefit Transfers for 4th Quarter 2025.pdf](#)

[Resolution No. 2026-61-BSS.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Each quarter, Human Services staff report to the City Council, sitting as the Board of Social Services pursuant to C.R.S. 26-1-116(1)(2), financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for the fourth quarter of 2025. Graphics of programmatic and financial activity are shown in Tables A through G incorporated throughout the memo.

DHS administers the following programs on behalf of the State of Colorado:

1. Colorado Works/Temporary Assistance to Needy Families (TANF)
2. Food Assistance - Supplemental Nutrition Assistance Program (SNAP)
3. Health First Colorado (Medicaid)
4. Colorado Child Care Assistance Program (CCCAP)
5. Adult Financial Programs
6. Child Support Services
7. Child Welfare
8. Adult Protective Services

In addition, DHS staff report benefit payments and unduplicated households served for Broomfield residents who participate in the Low Income Energy Assistance Program (LEAP). Goodwill now handles administrative functions during the LEAP season.

Trends in Human Services Programs

DHS provides assistance to Broomfield families to meet their daily needs with human services benefits, including food and medical benefits, cash assistance through the CO Works/TANF program, child care assistance, unemployment and job search assistance, health and wellness resources, and rent and housing support. This report details client data and electronic benefit transfer expenditures for the calendar year 2025, with some comparative analyses across state fiscal years 23/24, 24/25, and 25/26.

The passage of [H.R. 1](#) - along with other recent Colorado legislation created a need to review how human service departments operate throughout the state. H.R. 1 will have the greatest impact on the Supplemental Nutrition Program (SNAP) and the Medicaid Program for human services clients. Almost every human services program has or will be affected to some degree by the cumulative effect of recent state and federal legislation. Operational changes will be examined and reexamined over the next two years as many of the requirements of H.R. 1 take effect. Some of these changes are discussed in the following sections.

Colorado Works (a/k/a TANF)

[House Bill 22-1259](#) (HB1259) significantly reshaped the CO Works/TANF program by increasing basic cash assistance (BCA) grants and easing participant work requirements. In order to pay for the proposed cost-of-living increases to basic cash assistance grants, the bill transferred \$21.5 million from the Economic Recovery and Relief Cash Fund to the Colorado Long-Term Works Reserve. Two-thirds of the costs driven by HB1259 are covered with state general fund (or other state funds), with the remaining one-third of costs covered by available state and county CO Works/TANF funds. To soften the financial impact on counties,

HB1259 initially relied on Colorado Long-Term Works Reserves and state general fund dollars; however, beginning in December 2024, counties became responsible for one-sixth of the increased costs.

Additional legislation further draws on state and county TANF reserves. [Senate Bill 24-008](#), which went into effect in September 2024, expanded support for kinship foster care homes. The Colorado Department of Human Services (CDHS) reimburses counties 90% for kinship foster care expenditures related to this bill. [House Bill 24-1431](#) (HB1431) established a program to provide stable housing assistance for survivors of abuse. HB1431 appropriates \$2 million annually for the program from the Colorado Long-Term Works Reserve. Together, these measures place a growing strain on a federal block grant that has not been increased since its inception in 1996.

CDHS staff initially submitted a budget request proposing significant changes to the TANF program. However, the Joint Budget Committee (JBC) Analyst recommended denying the original request, suggesting the JBC instead sponsor legislation to remove many of the requirements of HB1259. CDHS staff subsequently submitted a Comeback Request, which the JBC unanimously approved in a 5-0 vote.

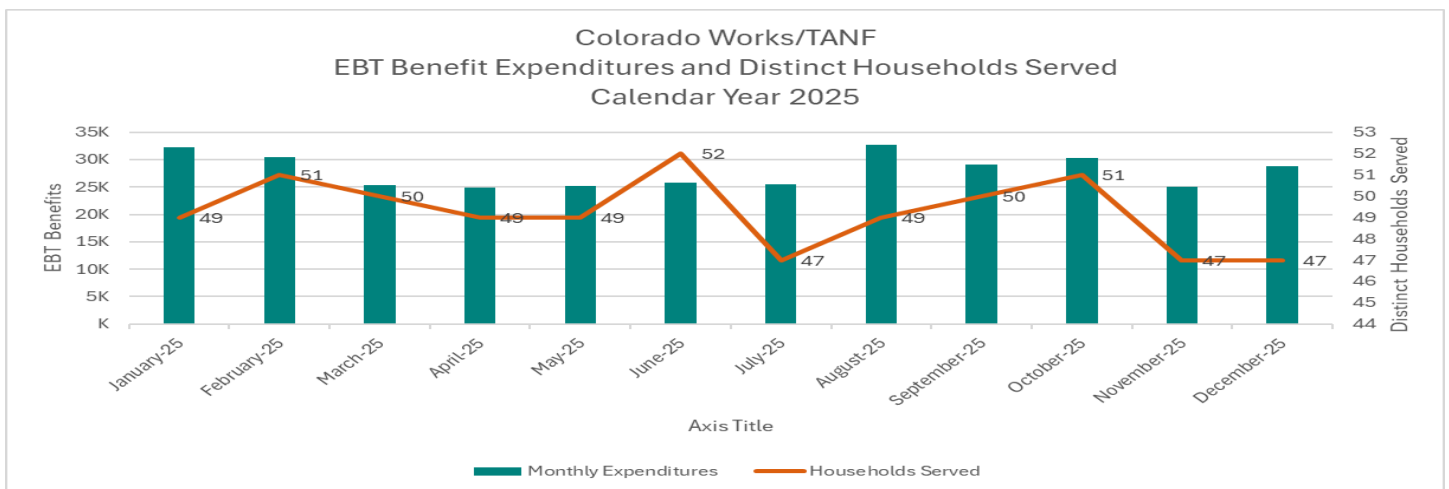
The approved request enacted several critical changes to the CO Works/TANF program as follows:

- Pauses the cost-of-living adjustment for basic cash assistance grants for two years;
- Eliminates the requirement that counties offer extensions beyond the 60-month federal maximum for CO Works/TANF clients;
- Eliminates the county reserve minimums;
- Removes the requirement for the state general fund to backfill Colorado Long-Term Reserves and backfill county reserves to a 15% floor.

A CDHS request to create a new basic cash assistance line item to centralize management of the CO Works/TANF appropriation at the state level was denied by the JBC, allowing counties to continue managing their CO Works/TANF allocation locally.

DHS continues to see decreases in the number of households served in the CO Works/TANF program. Year-to-date, households served decreased 13.69% from 168 unique households served in 2024 to 145 unique households served throughout 2025. DHS staff believe this decrease is an anomaly and anticipate serving an increasing number of CO Works/TANF households if job layoffs continue. Table A below details the monthly EBT expenditures for CO Works/TANF encompassing basic cash assistance grants, supportive services payments, and expenditures required by HB1259, along with distinct numbers of households served.

Table A



Sources: CO Financial Management System, CO Benefits Management System

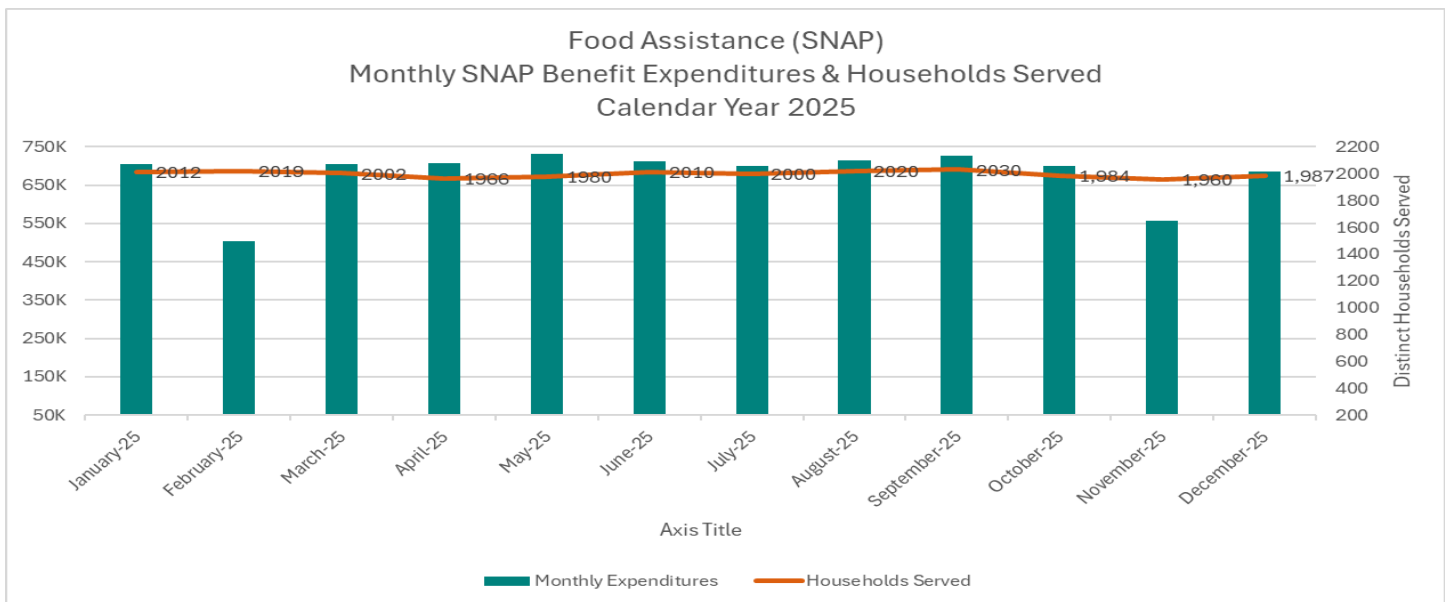
Food Assistance (SNAP) and Health First Colorado (Medicaid)

As discussed in earlier memos, H.R. 1 will have far-reaching impacts on both Colorado’s Food Assistance/SNAP and Medicaid programs over the next several years. Increased work requirements and more frequent eligibility checks for clients will increase the workload for eligibility technicians across the state. Funding arrangements for these functions will also change dramatically as the cost-sharing will shift more to the states. Currently, the federal government covers 50% of the cost of administering the Food Assistance/SNAP program in Colorado. Beginning in federal fiscal year 26/27, the federal government will cover only 25% of the cost to administer the Food Assistance/SNAP program. Under the current statute, the remaining 25% of administrative costs will be fully borne by the State of Colorado. CDHS calculates this increased obligation at \$25.7 million in state fiscal year 26/27 and \$34.1 million in state fiscal year 27/28. Medicaid will see massive cuts in federal funding for direct services to Colorado Medicaid clients. The rollback of provider rate increases to state fiscal year 24/25 levels prompted HCPF to implement recent cuts to administrative funding, resulting in a \$9,492 decrease in HCPF County Administration funding for Broomfield.

In our 3rd Quarter EBT memo, we reported that CDHS and HCPF were proposing a districting model for Colorado’s eligibility programs. In the last few weeks, after discussions with the Joint Budget Committee, the State has agreed not to pursue the districting model. The current proposal is to move to a regionalized consortium model. It is early in the discussions; however, under the consortium model, counties would remain independent and continue to manage their human services programs in the best interest of their constituents. Funding discussions are just beginning.

Broomfield DHS continues to see increases in the number of Food Assistance/SNAP households served. Food Assistance/SNAP unduplicated households increased 4.32% from 3,126 unique households served in 2024 to 3,261 unique households served in 2025. Table B below shows the monthly SNAP benefits paid throughout 2025, along with the distinct number of households served in each month. In calendar year 2025, \$8,147,490 of SNAP benefits were issued to Broomfield residents. Table B reflects the monthly SNAP benefit amounts along with the distinct households served throughout 2025.

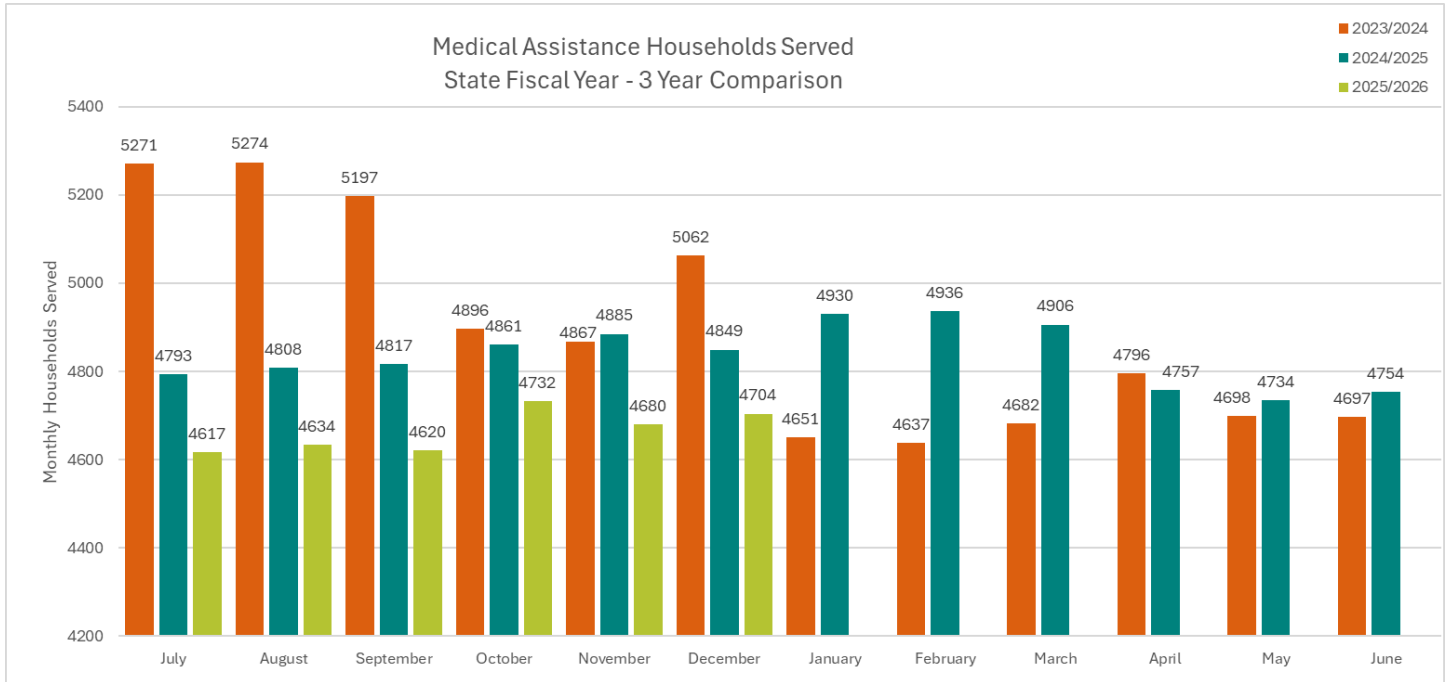
Table B



Sources: CO Financial Management System, CO Benefits Management System

Throughout 2025, Broomfield DHS continued to see a decrease in the number of households eligible for Medicaid. DHS staff served 6,834 Medicaid households in 2025 as compared to serving 6,991 Medicaid households in 2024, a 2.25% decrease. Table C below shows the number of Medicaid households served monthly over three state fiscal years.

Table C



Sources: CO Benefits Management System

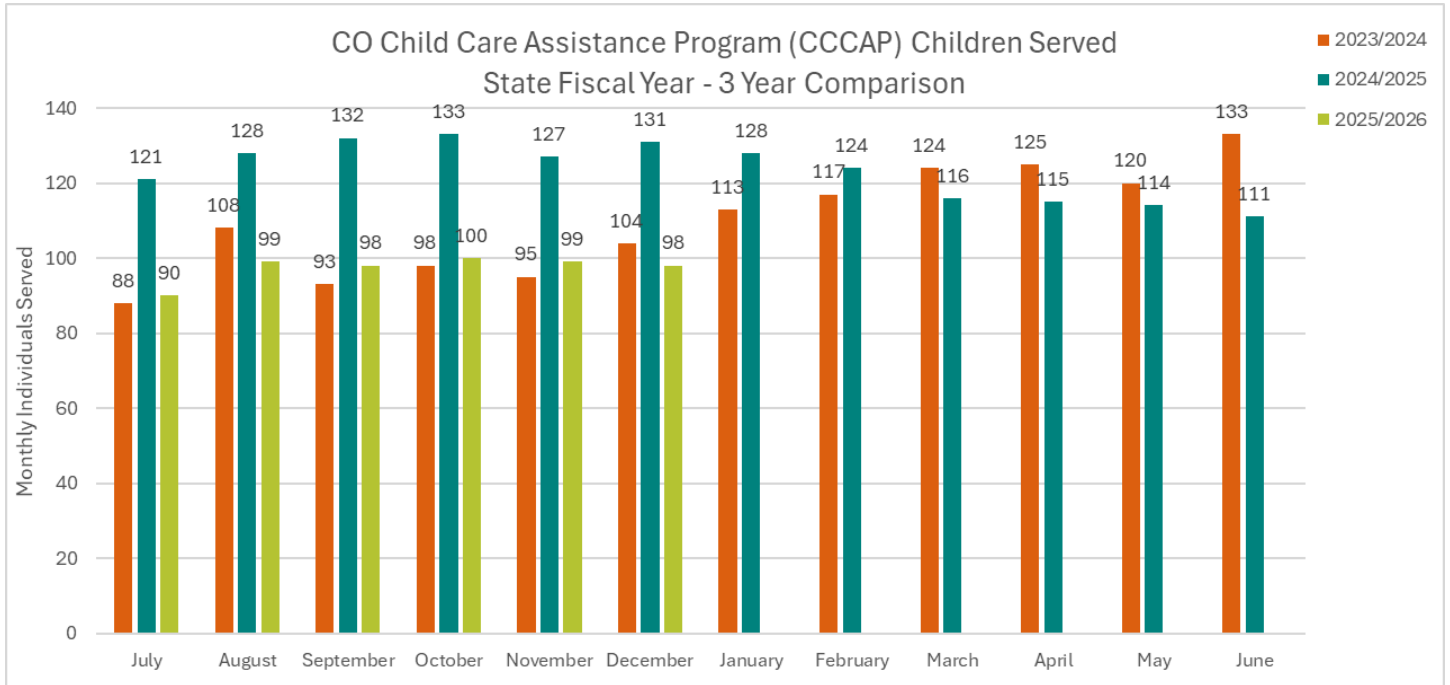
CO Child Care Assistance Program (CCCAP), Child Support Services, Child Welfare, and Adult Protection

CO Child Care Assistance Program

DHS staff implemented a freeze on participation in the CCCAP program for new participants in November 2024. With the freeze, DHS staff began to see a decrease in the number of children enrolled in the program from highs in June 2023 and October 2024 of 133 children receiving CCCAP benefits to a low of 90 children receiving CCCAP benefits in July 2025, as some children naturally dropped off the program. In the fourth quarter of 2025, the number of children served has remained steady in the high 90s. With the decrease in children enrolled in the program, direct provider payments have also begun to decrease. DHS' CCCAP allocation for SFY 25/26 is \$1,102,811, and current projections indicate that DHS will remain within its allocation for the current fiscal year.

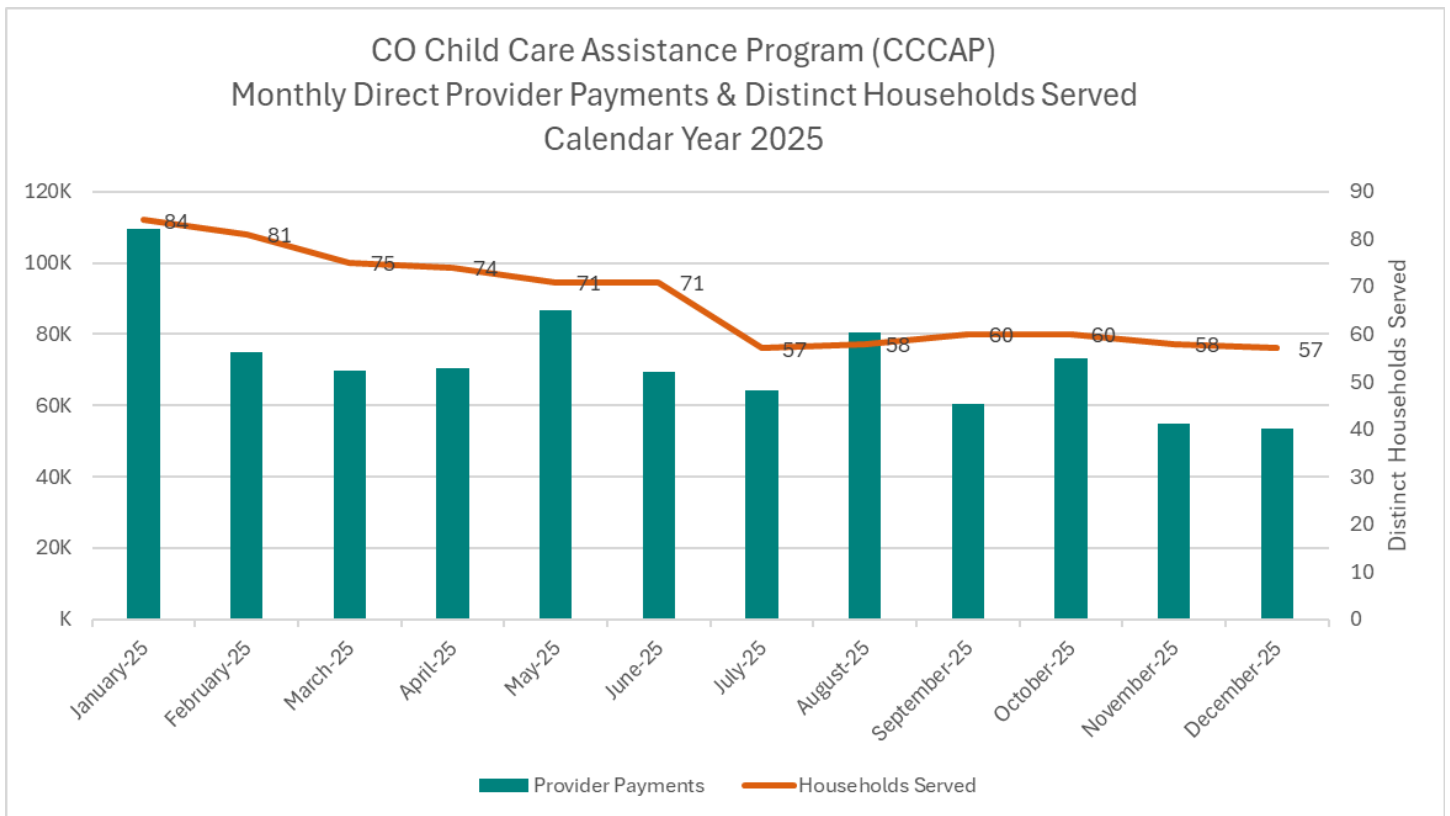
Table D below shows the number of CCCAP children served over three state fiscal years. Note the gradual decline in children served throughout 2025 as the freeze on enrollment was implemented in late 2024. The highest number of children served was during SFY 24/25. Table E shows the decline in CCCAP households served and the corresponding decline in CCCAP provider benefit payments throughout 2025. CCCAP providers are paid weekly, and you may notice spikes in monthly spending in Table E. The spikes relate to months with five weekly payments to providers, while other months reflect only four weekly payments.

Table D



Sources: CO Financial Management System, Child Care Automated Tracking System

Table E

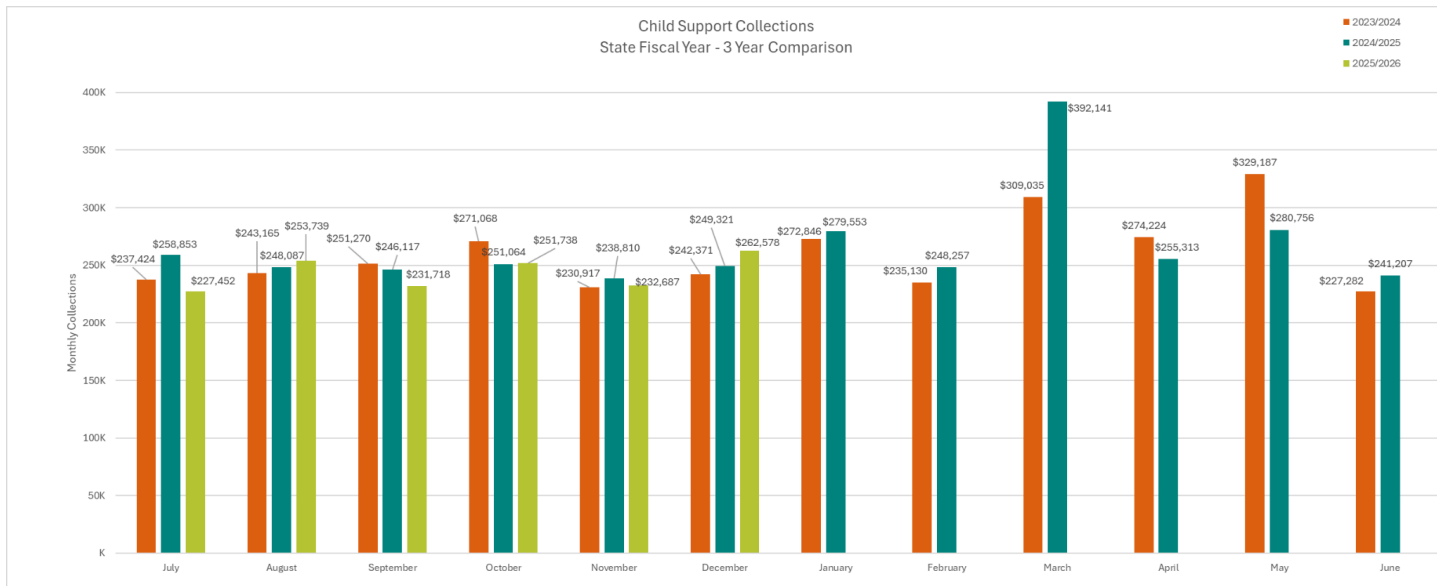


Sources: CO Financial Management System, Child Care Automated Tracking System

Child Support Services

DHS’ child support services unit continued their consistent and excellent work throughout 2025, serving 997 households. This unit assures that children receive financial and medical support from each parent by establishing paternity and support obligations and, subsequently, enforcing those obligations. Table F below shows DHS’ child support collections over three fiscal years, ensuring financial stability for custodial parents and their children.

Table F



Source: CO Automated Child Support Enforcement System

Child Welfare and Adult Protective Services

DHS’ Child, Adult, and Family Services (CAFS) Division works to ensure child safety and safety for vulnerable adults. CAFS staff faced a variety of challenges in 2025, from devoting many intensive staff hours to a number of high acuity youth to operationalizing recent legislative changes. DHS’ CAFS staff continue their efforts in prevention work, offering supportive services to struggling families, children, youth, and vulnerable adults. For several years, DHS maintained minimal expenditures for children and youth in congregate care settings. Due to some difficult child welfare cases throughout 2025, this has begun to change. In the fourth quarter of 2025 alone, DHS has seen \$59,059 in congregate care costs. CAFS staff will pursue reimbursement through Medicaid for the higher costs, which will take some time to recover.

CDHS child welfare and adult protective services finance staff continue to engage with counties to identify drivers of child welfare and adult protection expenditures and work to determine the best allocation methodologies for the limited amount of child welfare block and adult protection funding. DHS leadership continues to watch child welfare block and core services expenditures closely with the intent of living within the allocations. Drivers of the increase in child welfare costs are improved salaries for DHS child welfare staff, placements for high acuity youth, and a variety of legislative requirements enacted in 2024.

Fourth Quarter 2025 In Summary

To address emerging discussions among state and county leaders concerning payment error rates, Broomfield DHS staff compiled key performance indicators for eligibility programs. The resulting report showcased the Department’s strong commitment to federal timeliness standards, alongside its lean operations and desire to serve the community with high-quality services.

DHS staff served 9,018 estimated unduplicated households during 2025. This was slightly lower than the estimated unduplicated households of 9,235 that DHS staff served in 2024. The Department saw increases in

households served in Food Assistance/SNAP and Adult Financial programs. There were decreases in households served in CO Works/TANF, Medicaid, CCCAP, Low Income Energy Assistance Program (LEAP), Child Support, and Adult Protective Services in the fourth quarter of 2025.

Financial Considerations

As shown in the sources and uses of funds summary below in Table G, DHS' sources of funds in the fourth quarter of 2025 was flat as compared to the fourth quarter of 2024. DHS' uses of funds decreased 2.63% in the fourth quarter of 2025 compared to the fourth quarter in 2024. Year over year from 2024 to 2025, DHS' total sources of funds increased 3.19%, with the largest increase of 10.85% in state and federal reimbursements. DHS' uses of funds for 2025 increased 6.22% from 2024, with the highest line item increase being the county share of electronic benefit payments at 15.06%. Throughout 2025, DHS utilized \$19,779,207 of its \$20,017,837 budgeted funds, representing 98.81% of its amended budget.

Table G

CITY AND COUNTY OF BROOMFIELD								
HUMAN SERVICES - SOURCES AND USES OF FUNDS BY PROGRAM								
Sources and Uses of Funds	Actual Q4 Oct - Dec 2024	Actual Q4 Oct - Dec 2025	% Chg	Actual Jan - Dec 2024	Actual Jan - Dec 2025	% Chg	Original Budget 2025	Amended Budget 2025
Beginning Balance	\$ 5,779,714	\$ 6,231,165	7.81%	\$ 4,695,006	\$ 5,836,704	24.32%	\$ 5,237,064	\$ 5,734,470
TOTAL HUMAN SERVICES								
Sources of Funds								
State & Federal Reimbursements	\$ 2,406,390	\$ 2,422,093	0.65%	\$ 5,275,282	\$ 5,847,730	10.85%	\$ 4,127,205	\$ 4,577,093
State & Federal Share of Electronic Benefit Transfers (EBT's)	3,693,568	3,436,544	-6.96%	11,168,536	11,152,871	-0.14%	10,292,910	11,835,975
Other Revenues & Taxes	191,028	431,969	126.13%	3,319,482	3,393,645	2.23%	3,146,956	3,242,825
Total Sources of Funds	\$ 6,290,986	\$ 6,290,606	-0.01%	\$ 19,763,301	\$ 20,394,246	3.19%	\$ 17,567,071	\$ 19,655,893
Uses of Funds								
State & Federal Share of Electronic Benefit Transfers (EBT's)	\$ 3,700,705	\$ 3,445,895	-6.89%	\$ 11,095,176	\$ 11,343,843	2.24%	\$ 10,298,652	\$ 11,934,072
County Share of Electronic Benefit Transfers (EBT's)	115,190	130,355	13.16%	321,616	370,050	15.06%	269,944	291,174
Operations	2,418,101	2,493,779	3.13%	7,204,811	8,065,314	11.94%	7,465,156	7,792,592
Total Uses of Funds	\$ 6,233,996	\$ 6,070,029	-2.63%	\$ 18,621,603	\$ 19,779,207	6.22%	\$ 18,033,752	\$ 20,017,837
Balance - TOTAL HUMAN SERVICES	\$ 56,990	\$ 220,577	287.05%	\$ 1,141,697	\$ 615,039	-46.13%	\$ (466,681)	\$ (361,944)
Ending Balance	\$ 5,836,704	\$ 6,451,743	10.54%	\$ 5,836,704	\$ 6,451,743	10.54%	\$ 4,770,383	\$ 5,372,526

Prior Council or Other Entity Actions

City Council, sitting as the Board of Social Services, reviews human services expenditures each quarter.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Council, sitting as the Board, desires to acknowledge the review of social services' expenditures for the period January 1 to December 31, 2025, as presented, the appropriate motion is...

That Resolution 2026-61-BSS be adopted.

Alternatives

As desired by the Council.

RESOLUTION NO. 2026-61-BSS

A Resolution Acknowledging Review of Expenditures and Electronic Benefit Transfers for
October, November, and December 2025

Be it resolved by the Board of Social Services of the City and County of Broomfield, Colorado:

Section 1.

The Board of Social Services hereby acknowledges the review of expenditures from the social services fund from January 1, 2025, through December 31, 2025, summarized in Table G, incorporated into the attached memorandum.

Section 2.

This resolution is effective upon its approval by the Board of Social Services.

Approved on April 28, 2026

Board of Social Services of the City and County of
Broomfield, Colorado

Chair

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Nancy Rodgers

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Consent Items

Agenda Item: 6F

Subject: Request for Executive Session Regarding Broomfield Town Square

Overview

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

The City and County Attorney requests Council hold an executive session for the purpose of obtaining legal advice and instruction to negotiators regarding Broomfield Town Square (BTS) development. The executive session is proposed to be held on May 7th, 2026 to take place immediately following the council study session.

Attachments

[Memo Executive Session Requesting Legal Advice and and Instruction to Negotiators Regarding BTS 4-28.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The City and County Attorney requests Council hold an executive session for the purpose of obtaining legal advice and instruction to negotiators regarding Broomfield Town Square (BTS) development and the request by the developer to waive application of Section 17-38-225 of the Broomfield Municipal Code related to the approved BTS Site Development Plan. The executive session is proposed to be held on May 7th, 2026 to take place immediately following the Council study session.

An executive session is permitted under C.R.S. § 24-6-402(4)(b) and (e) (legal advice, and instruction to negotiators) and requires an affirmative vote of 2/3rds of the quorum present.

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

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

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Based on the above, it is recommended that Council approve, by 2/3rds vote, the following motion ...

That the City Council schedule an executive session to be held on May 7, 2026, immediately after Council's study session, for the purpose of obtaining legal advice and providing instruction to negotiators regarding Broomfield Town Square as permitted by C.R.S. § 24-6-402(4)(b) and (e).

Alternatives

Deny the motion and not schedule the executive session.



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Judy Hammer, Principal Planner

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7A

Subject: Public Hearing - Resolution - Jeffco Airport Business Center East, Filing No. 1 Replat B, Lot 1 Rehabilitation Hospital Site Development Plan

- Resolution 2025-62 approving Jeffco Airport Business Center East Filing No. 1 Replat B, Lot 1 Site Development Plan

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

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

Great Lakes Capital has submitted an application for a site development plan (SDP) to construct a new 53,624 sf rehabilitation hospital at 9150 Metro Airport Ave. The 7.20-acre property is located south of Metro Airport Ave and east of Wadsworth Pkwy in the Jeffco Airport Business Center subdivision.

Attachments

[Jeffco Airport Business Center East Filing No. 1 Replat B, Lot 1 - Council Memo.pdf](#)

[Resolution No. 2026-62 Jeffco Airport Business Center East Filing No. 1 Replat B Lot 1.pdf](#)

Summary

[View Correspondence](#) and visit [Broomfield Voice Webpage](#)
[View Presentations](#)

Property Owner: Jefferson County

Applicant: Great Lakes Capital % Abigail Wilson

Property Address: 9150 Metro Airport Ave

Property Location: South of Metro Airport Ave and East of Wadsworth Pkwy

Great Lakes Capital has submitted an application for a site development plan (SDP) to construct a new 53,624 sf rehabilitation hospital at 9150 Metro Airport Ave. The 7.20-acre property is located south of Metro Airport Ave and east of Wadsworth Pkwy in the Jeffco Airport Business Center subdivision. The facility will provide care for patients recovering from stroke, heart attack, brain injury, spinal cord injury, orthopedic conditions, cancer, and pulmonary conditions. It will offer physical, speech, and occupational therapy services to help patients transition from acute care back to living at home. The average patient stay is 12 days.

The applicant has submitted a concurrent application for a minor subdivision plat to replat the property to create two lots, including the new 7.20-acre lot for the proposed development. This replat is eligible for administrative review in accordance with the [Broomfield Municipal Code, Chapter 16-22 minor subdivision plat review standards](#).

Application Materials

- [Project Description](#)
- [Site Development Plan](#)
- [Color Plan Set](#)
- [Parking Letter](#)
- [Noise Attenuation Letter](#)

Quasi-Judicial Status

This application is considered a quasi-judicial matter. As a result, the Land Use Review Commission (LURC) and City Council must only consider evidence and testimony presented at the hearing and on the record. Any comments submitted via email will be shared with LURC and Council as part of the public record for the application, and members of the decision-making body may not discuss the application outside of the public hearing. For additional information about quasi-judicial proceedings, please see the [Frequently Asked Questions about Quasi-Judicial Land Use Proceedings](#) on the City's website.

How to Submit Public Comments on this Proposal

Email directly to planning@broomfield.org

Provide comments on the [BroomfieldVoice - Project Page](#)

Proposed Actions/Recommendations

- Hold the public hearing.
- Following and subject to the results of the public hearing, if the Council desires to approve the application, the appropriate motion is
That Resolution No. 2026-62 be adopted.

Alternatives

Council could vote to remand the case to the Land Use Review Commission, continue the hearing to a date certain, or deny the application.

Based on the testimony and evidence presented on the record at the public hearing:

- If the proposed application complies with applicable Broomfield Municipal Code review criteria:
 - Approve the application with conditions
- If the proposed application does not comply with applicable Broomfield Municipal Code review criteria:
 - Postpone action on the resolution and continue the hearing to a date certain; or
 - Deny the application.

Applicable City and County of Broomfield Plans

Relationship to Comprehensive Plan

The 2016 Broomfield Comprehensive Plan land use designation for the property is commercial. The proposed SDP is consistent with the Comprehensive Plan's land use designation and the land use assumptions established for the property.

Goals and Policies

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

- Goal LU-E Commercial Areas: Encourage and support commercial development that contributes to a diverse community image and to a vibrant character that provides increased choices and services.
 - Policy LU-E.7 Commercial Areas: Maintain, enhance, and expand economic opportunities in Broomfield.
 - Policy LU-E.15 Commercial Areas: Ensure that existing and future employment areas along major transportation corridors include high-quality architecture and site design and building materials that will enhance Broomfield's desired image.

Economic and Fiscal Impacts

The proposed development would result in a positive economic benefit and fiscal impact for the City/County. The medical/health facility would serve both local and regional residents, and further strengthen Broomfield's medical/health environment. The patients would stay in the facility during primary care, but family members and a portion of patients pre-/post-care may result in increased lodging stays and spending in local retail and dining businesses. Additionally, the facility is planning to employ more than 150 care and medical staff, with an average annual compensation in excess of \$130,000. A portion of the staff members may live in Broomfield, and all would be expected to regularly shop and dine locally.

The net annual fiscal impact is estimated to be about \$45,000, during the first seven years - accounting for the previously approved Development Investment Agreement. The agreement, approved in January 2026, provides a share of Business Personal Property tax revenues and Use tax revenues during the first seven years (up to a total of \$300,000 during the agreement period). The net annual fiscal benefit is estimated to double. (Please note, this fiscal analysis includes operating and public (capital) investment costs in the calculation to determine a net estimate, while the investment analysis looked at private investment and the resulting estimated gross tax revenues).

The proposed development is consistent with the projected land use in the Long Range Financial Plan, which leads to the net positive fiscal impact (in both the immediate term and the longer term).

Relationship to Neighborhood/Sub Area Plan and Urban Renewal Area Plan

This property is not subject to a sub-area plan, neighborhood plan or urban renewal area plan.

Prior Council or Other Entity Actions

- [January 13, 2026](#) - City Council approved Ordinance No. 2282 on second reading regarding an Investment Agreement with GLC Ventures.
- [December 9, 2025](#) - City Council approved the first reading of Ordinance No. 2282 Investment Agreement with GLC Ventures.
- [June 28, 2016](#) - City Council approved the Jeffco Airport Business Center East Filing No. 1 Replat A Preliminary Plat Amendment and Planned Unit Development Plan Amendment No. 1 via Resolution No. 2016-107.

Zoning and Status of the Development

Zoning

The zoning for this property is General Business (B-2) Planned Unit Development (PUD) and is governed by the Jeffco Airport Business Center East PUD Plan. The PUD plan allows for urgent care facilities, business, medical office, retail, and laboratory uses to occur on the lot, including medical-related uses, such as the proposed rehabilitation center.

Previously Approved Plans

City Council approved a preliminary plat amendment and a PUD Plan amendment in 2016. A link is provided above under Prior Council or Other Entity Actions.

Concept Plan Review

An online concept plan review was held for the proposal from September 22 to October 29, 2025. Members of the City Council provided comments on the proposal, including a request to include sound attenuation mitigation for the building due to the property's proximity to the Rocky Mountain Metropolitan Airport, and the importance of not overparking the site.

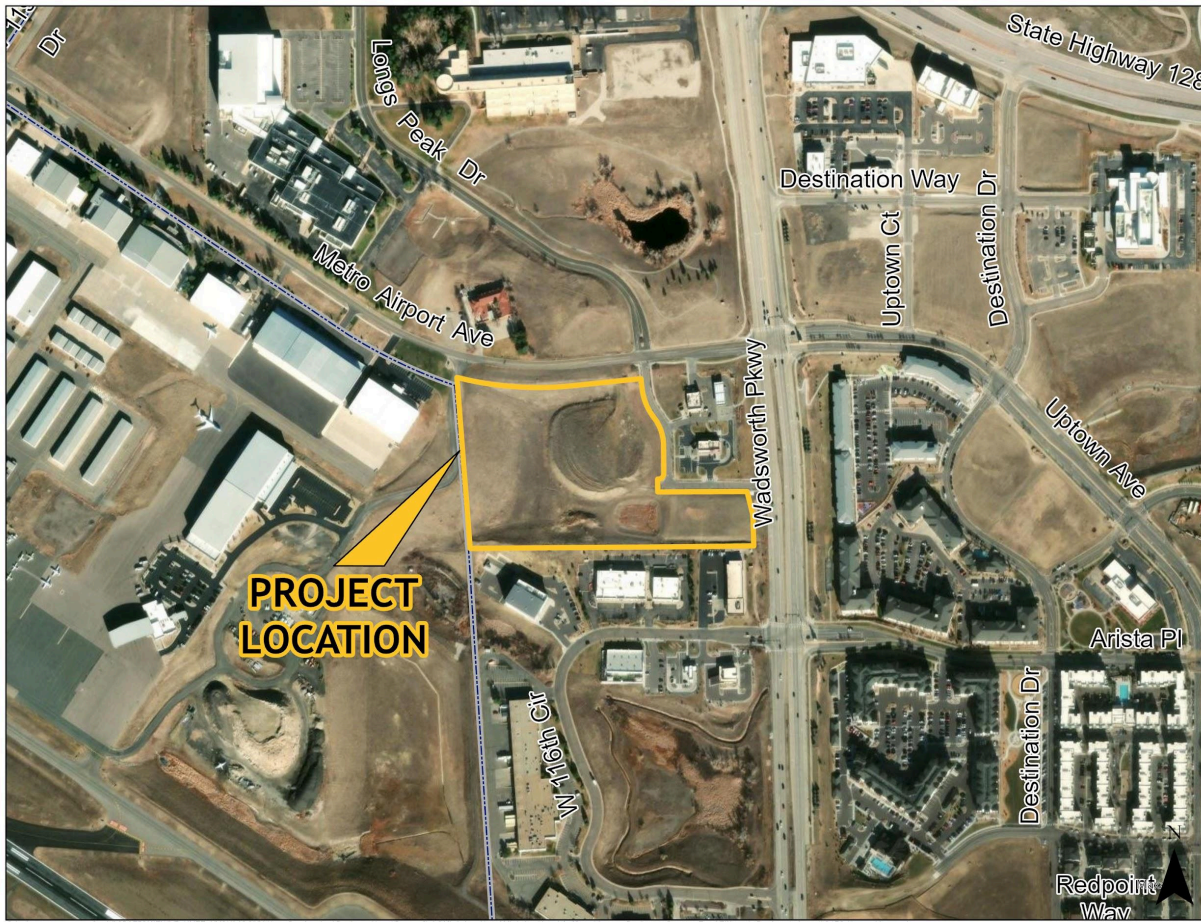
Status of the Development

The Jeffco Airport Business Center East PUD Plan covers an approximately 15-acre area partially developed with a restaurant and convenience store in the northeast portion of the overall PUD area. Overall, if this development is approved, approximately 4.50 acres of vacant property will remain in the PUD Plan area for further commercial development.

Area Context

The surrounding area primarily consists of commercial uses, with the Rocky Mountain Metropolitan Airport located west of the site in unincorporated Jefferson County. The properties to the north of the subject property are primarily vacant, with one property improved with a restaurant, and owned by the Jefferson

County Government. Two lots to the east include an Arby's restaurant and a 7-Eleven convenience store. The properties directly south include commercial, brewery, and retail uses and are a part of a separate PUD Plan. Arista, a mixed-use commercial neighborhood, is to the east across Wadsworth Parkway. The map below shows the general location of the site.



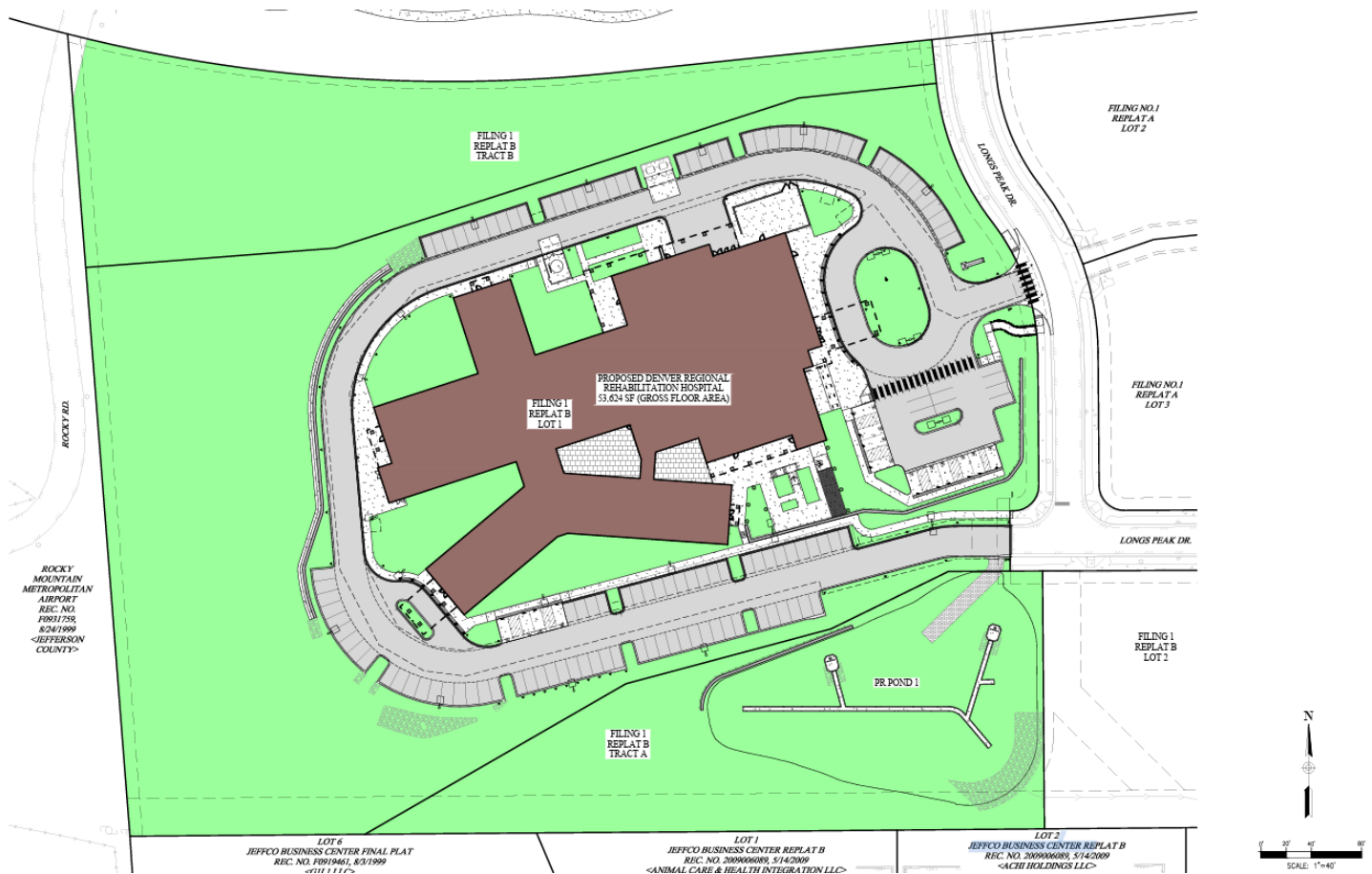
Project Location Map

Current Application - Detailed Description and Staff Review

Description

The applicant proposes an SDP to construct a rehabilitation hospital facility located at 9150 Metro Airport Ave, within the Jeffco Airport Business Center East subdivision and PUD Plan area. The proposed single-story 53,624 sf building is approximately 28 feet tall, which includes a covered entrance to accommodate vehicles at the main entrance. Parking, landscaping, a detention pond, and outdoor seating are also proposed. The facility will provide care for patients recovering from stroke, heart attack, brain injury, spinal cord injury, orthopedic conditions, cancer, and pulmonary conditions. It will offer physical, speech, and occupational therapy services to help patients transition from acute care back to living at home. The average patient stay is 12 days.

Access to the site will be from Longs Peak Dr via Metro Airport Ave. Stormwater management includes grading that directs drainage to the site's southeast corner. Landscaping will be provided near the building, interspersed in the parking lot, and around the perimeter, per the Landscape Code. The existing sidewalk that runs parallel to Longs Peak Dr provides a direct connection to the rehabilitation center. A site plan showing the layout of the improvements is provided below. The receiving areas and trash enclosures are hidden from view from the main roads and pedestrian access routes and are fully screened. Services to the facility are primarily delivered by small trucks and vans. Snow storage is set aside at the southwest side of the parking lot outside of the parking spaces.



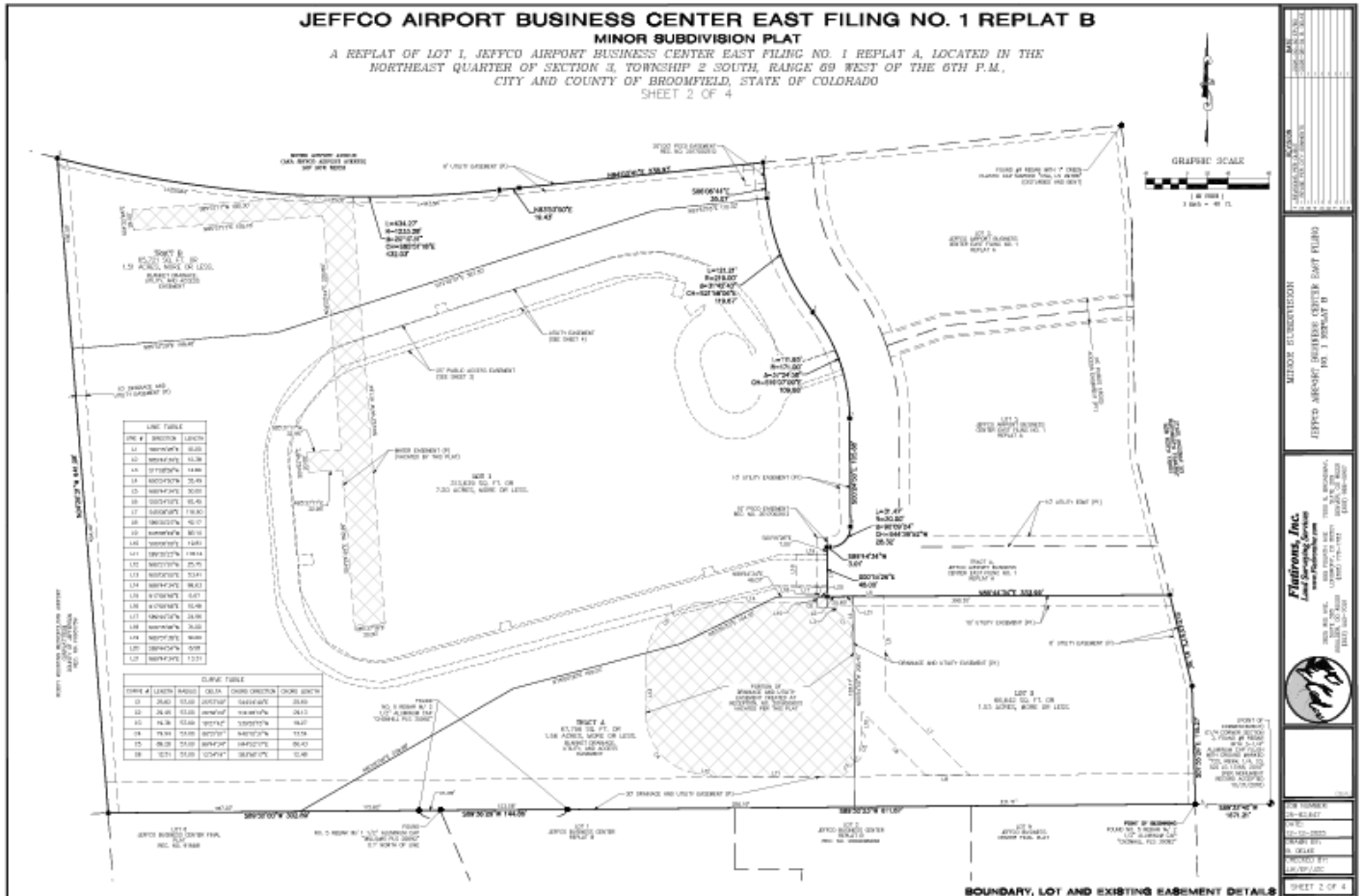
Color Site Development Plan

A hospital is considered a commercial use, and therefore, there are no associated public land dedication or inclusionary housing requirements that apply to the proposed application.

Minor Subdivision Plat

Concurrent with the SDP, the applicant has applied for a minor subdivision replat to create two lots and dedicate easements for water, sewer, access, and utilities. The proposed minor subdivision plat is eligible for administrative review since it creates fewer than five lots and does not require a dedication of public right-of-way. Lot 1, the 7.20-acre subject site, will be improved with the rehabilitation center as described in this staff report. Lot 2, comprising the remaining 1.53 acres of the replat, will be located to the east of

the newly created Lot 1 and is not a part of the SDP. The image below depicts the newly created lots and easements. Note that this is for context only and not a part of the SDP review.



development proposes a total of 137 spaces, which exceeds the maximum of 70 spaces ($56 \times 1.25 = 70$) spaces by an additional 67 spaces. The applicant has provided a parking letter that outlines the request for the increase in parking. The letter indicates that there will be 80 employees during peak staffing. Examples of other hospitals that have been designed by this consultant were included to make the case for 137 parking spaces. A deviation from the Parking Code is required for the 67 extra parking spaces and is also referenced below under the “Deviations” subheading. The Transportation Planning and Traffic Engineering Divisions have reviewed and accepted the parking letter that provides a justification for the parking request.

Of the 137 spaces provided, the rehab center will provide two standard and 12 van American with Disabilities Act (ADA) parking spaces. Electric Vehicle parking is provided via the following categories and types per the Broomfield Municipal Code requirements: 10 or 7% EV Ready spaces, 5 or 3% EV Installed, 28 or 20% EV Capable, and 0 EV Capable Light spaces.

The proposed SDP complies with the BMC requirement for bicycle parking by including 20 short-term bicycle parking spaces via bike racks located south of the porte cochere’s main entrance to the building. Long-term bicycle parking spaces are not required.

Transit Access and Walkability

The closest public transit is provided by the Regional Transit District (RTD) bus stop along southbound Wadsworth Parkway north of the Arby’s site near 7-Eleven. A northbound bus stop is provided on the east side of Wadsworth Pkwy, generally across from the post office, approximately one-quarter mile to the south.

The property is also served by RTD’s Call-n-Ride program, which provides curb-to-curb service within a defined service area. The Broomfield Station is located approximately one-half mile to the east in Arista and is accessible via walkways and on-street bike lanes within the Arista development. The bus rapid transit (BRT) station provides high-frequency bus service between Denver and Boulder. The BRT is approximately one-half mile from the US 36 commuter bicycle trail. The BRT is on the southwest side of the highway.

In addition to the existing 8-ft wide sidewalk located along Longs Peak Dr, interior walkways are proposed to provide pedestrian access to the rehabilitation center and around the perimeter of the landscaped areas. This project includes constructing an 8-ft wide sidewalk along Metro Airport Ave to provide connections. Existing sidewalks along Longs Peak Dr that connect to a sidewalk at Wadsworth Parkway provide a direct pedestrian connection to the existing bus stop.

Public Land Dedication

There is no public land dedication required for the proposed commercial land use.

Architecture, Lighting, and Signage

The proposed building is a single-level rehabilitation hospital, situated on the northern side of the lot. The building placement meets the PUD Plan established setbacks of 20 feet along Metro Airport Ave, and 20 feet from interior property lines. The main entrance includes a porte cochere that provides patients with a clear and present arrival experience. The porte cochere also provides a covered area to keep patients out of the elements for transfer to and from automobiles. This arrival node will also allow patients and visitors easy entry into the adjacent vestibules of the building. The building will be constructed of brick, Trex cladding, metal panels, and storefront glazing. Glass and metal roofing materials were selected to minimize glare and reduce disruptions to flight operations in the area.

Building massing is designed to vary along street frontages to meet the intent of the guidelines included in the PUD Plan. Main entry elements are highlighted in color and massing and face towards the main access points to the site to be readily identifiable. All rooftop-mounted mechanical and electrical equipment is fully screened through painting these elements to match the roof, and includes a parapet wall that matches the building facade.

The project narrative, linked above, indicates that significant sound attenuation measures are not anticipated to be necessary since the site is approximately 70 ft lower in elevation than the adjacent airport runway, which will provide a natural buffer to help reduce noise. Also, the property is not located within the primary runway approach or departure paths (also known as the Airport Critical Zone). According to the applicant, the current building construction practices and codes incorporate substantial noise reduction through wall assemblies and glazing systems, which provide effective attenuation of exterior noise for hospital uses. While sound attenuation was requested as part of the online concept review comments, and staff requested a noise study, the applicant provided a letter, linked above, discussing the noise mitigation provided with current construction practices for hospitals. The Rocky Mountain Metropolitan Airport (RMMA) reviewed the proposed application and did not request additional sound attenuation measures.



Color Rendering of Building looking north

Exterior lighting is provided throughout the parking lot and along the exterior of the building. Light fixtures are fully shielded and target a light loss factor of 0.0 at the property line, meeting Broomfield's policies for exterior lighting. Bollards and step lights are provided along walkways and exterior steps. In compliance with the PUD Plan, the proposed 20 ft tall light poles do not exceed the maximum 25 ft height. The accent fixtures provide direct illumination and are in character with the architectural and landscape character of the development.

Ground-mounted signs are proposed for the rehabilitation center and meet the requirements of the Jeffco Airport Business Center PUD Plan and the [Broomfield Municipal Code, Chapter 17-44](#). Signs require a separate permit before they may be installed.

Landscaping and Amenities

The proposed development includes 35.6% of the total site as open area, which includes landscaped areas that also serve as common areas. Ownership and maintenance of these common areas will be by the property owner as indicated on the SDP. The outdoor rehabilitation area will also be privately maintained. The planned design for the site includes landscaping that follows Broomfield’s low-water Landscape Code; this entails a low-growing native seed mix for areas that are called out as being dryland grass. The parking lots incorporate required landscaped islands with trees and shrubs. Broomfield’s landscape architect has reviewed and accepted the landscape plan for the site. The existing landscaping along Longs Peak Dr will remain.

Site amenities include seating benches placed along the walkways for use by patients and visitors. Enclosures for trash, recycling materials, the backup generator, and oxygen tanks are included on the site and placed on the north side of the building. The backup generator and oxygen tank placement in relation to the trash enclosure were reviewed and accepted by the North Metro Fire Rescue District.

Deviations and Special Exceptions

The applicant is requesting consideration of approval of a deviation from the Parking Code requirements. The rehabilitation facility use is classified as a hospital, which requires a minimum of one space per hospital bed, resulting in a maximum of 70 parking spaces per code (56 x 1.25% of maximum). The request is to allow an additional 67 parking spaces. The deviation table is depicted below:

DEVIATIONS

	BMC REQUIREMENT	REQUESTED DEVIATION	LOCATION ON SITE PLAN	JUSTIFICATION
CITY ORDINANCE NO. 2217 CHAPTER 17-32-040	OFF-STREET PARKING PER DESIGNATED LAND USE TYPE OF HOSPITAL WITH MAXIMUM ALLOWED SPACES OF 125% OF THE REQUIRED SPACES	MAXIMUM ALLOWED SPACES BASED ON DEMONSTRATED NEED RATHER THAN 125% OF THE REQUIRED SPACES	SHEET #3 - PARKING AREAS	ACTUAL PARKING NEED IS GREATER THAN WHAT IS ALLOWED BY REQUIREMENT. PARKING NEEDED IS 137 BASED ON PEAK STAFF AND VISITOR PARKING DEMAND WHERE CODE ALLOWED MAXIMUM OF 70 SPACES. SEE PARKING JUSTIFICATION MEMO FOR DETAILS

The justification provided by the applicant, linked above, is that the use is specific to a building that will include 56 hospital beds and employ up to 80 employees at peak times.

Sustainability

The subject proposal will provide low-water landscaping and electric vehicle parking as required by the Broomfield Municipal Code and described above. The applicant has not indicated any additional voluntary sustainability measures with this proposed development.

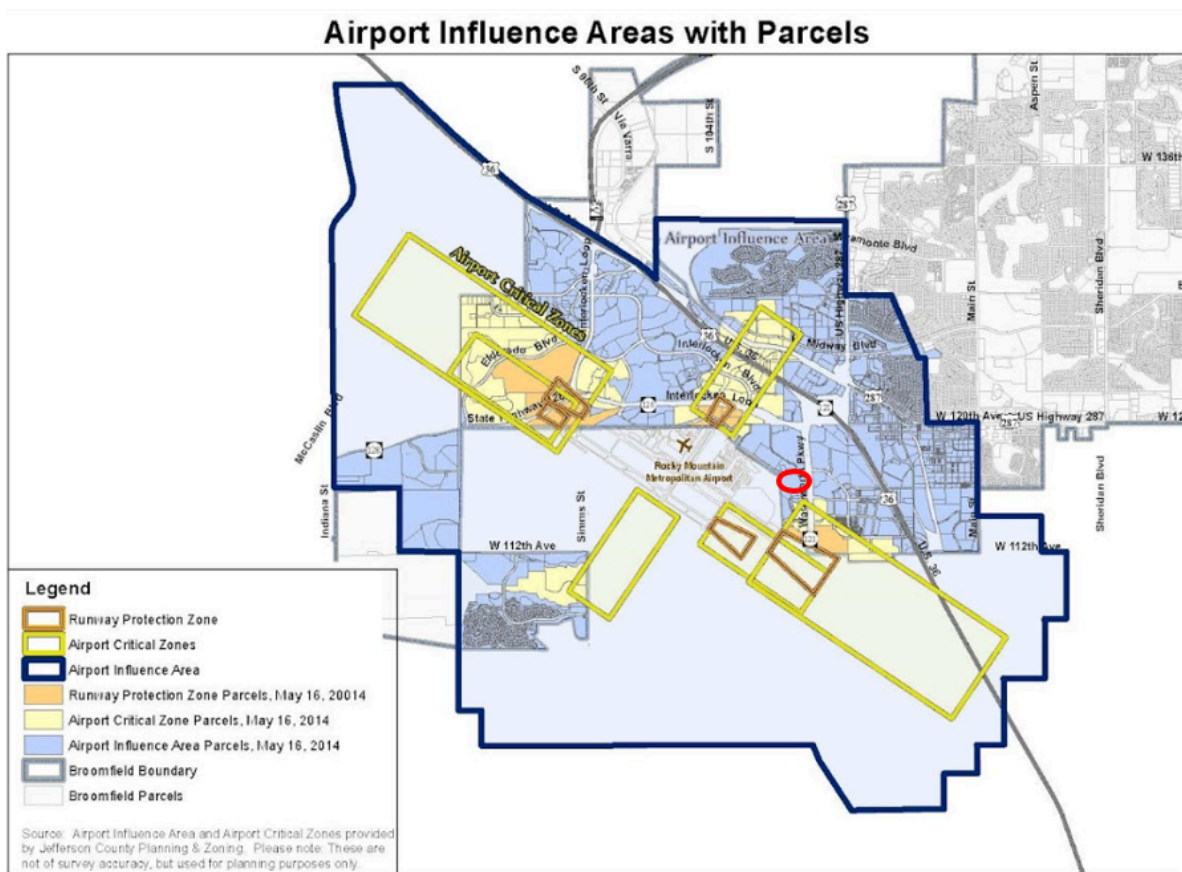
Oil and Gas Facilities

The property is not within 2,000 feet of any plugged or abandoned oil and gas wells.

Airport Proximity

The project area is located east of the Rocky Mountain Metropolitan Airport (RMMA). The Jefferson County Environs Land Use Plan 2010 indicates that the boundary of the proposed project site is within the Airport Influence Area, where particular land uses either are influenced by or will influence the operation of the airport. The map below shows the approximate project location with a red circle. As depicted on the map, the project is located within the Airport Influence Area, but is outside of the airport critical zones and the runway protection zones. While the project is located outside of these zones, it is in an area that is subject to significant overhead flights from frequent takeoffs and landings at the airport. This high volume of flights means that the site would be subject to noise impacts from aircraft regularly.

The RMMA reviewed the proposal, indicating that the property will experience a significant amount of aeronautical activity in the airspace above. RMMA supports the proposed medical rehabilitation facility as being a compatible land use adjacent to the airport.



Airport Influence Area and Airport Critical Zones Map

Subdivision / Improvement Agreement

The subject proposal includes a subdivision improvement agreement (SIA), which is eligible for administrative approval by the City Manager. The following special provisions capture the improvements that the developer will be responsible for.

15. Special Provisions.

15.1 Completion of Public and Private Improvements.

15.1.1. Public Improvements. Prior to the issuance of the first certificate of occupancy for any buildings constructed on the Property, or for a phase of the development if applicable, all public improvements listed in **Exhibit C** and as shown on the Site Plans and the approved construction plans shall be completed, inspected, and approved for public use by the construction inspection supervisor. As provided in the Section 5 above, the Developer remains responsible for all maintenance of the Improvements until the Construction Acceptance into Warranty has been issued.

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

15.2 Metro Airport Avenue Sidewalk. The eight (8) foot sidewalk from Longs Peak Drive to Rocky Road shall be completed prior to issuance of a Certificate of Occupancy for the property.

Neighborhood Outreach and Communication

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

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

A neighborhood meeting was held for the development on November 19, 2025, in advance of the application's submittal. There were no members of the public present at the neighborhood meeting, and no comments or concerns were submitted regarding the proposed development.

A project website was created for this development on the BroomfieldVoice platform (linked at the top of the memorandum) for general information and public engagement. Staff provided general information and shared submittal documents on this page. Any public comments received by 12 Noon in advance of the hearing on April 28, 2026, will be added to the correspondence folder for this application.

Prior Actions and Recommendations by Boards and Commissions

Land Use Review Commission

On March 23, 2026, the Land Use Review Commission held a public hearing concerning the proposal. The commission voted to recommend approval of the rezoning request by a vote of 5-0, with no conditions, after discussing sound attenuation, landscaping, and confirming the drainage patterns for the property.

Staff Review of Key Issues

Staff has identified the following key issue:

- Parking - The [Broomfield Municipal Code, Chapter 17-32-040](#), allows for parking for hospitals at 1 space per bed. The proposed rehabilitation facility will contain 56 beds. The Parking Code further indicates that parking maximums may be permitted at up to 125% of the parking minimum. In this case, that maximum is 70 parking spaces ($56 \times 1.25 = 70$). The applicant has indicated that the hospital expects to have parking demand for visitors, vendors, medical providers based outside of the facility, hospital administration, kitchen staff, therapists, benefit coordinators, and other specialized health care providers. Evening shifts are expected to bring the highest demand for parking, when staff of approximately 25 will arrive at 6:30 pm, which overlaps with the daytime staff of approximately 60 until 7:30 pm. This will generate the need for an additional 67 spaces from the maximum permitted 70 parking spaces.

Applicable Municipal Code Provisions

A public hearing is required. At the conclusion of the public hearing, the City Council reviews and makes a determination on the application based on the following standards of the Broomfield Municipal Code:

Site Development Plans

17-38-220 - Review standards.

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

- (A) The proposal should be consistent with the intent of this chapter as set forth in section 17-38-010.
- (B) The proposal should identify and mitigate potential negative impacts on nearby properties.
- (C) The proposal should identify and maximize potential positive impacts on nearby properties.
- (D) The proposal should include adequate facilities for pedestrians, bicyclists, and motorists.
- (E) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (F) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (G) The land uses within the plan should be compatible with one another and with nearby properties.
- (H) The proposal should provide for private open area at a rate of not less than 30% of the developable site in residential areas and 25% in other areas as provided in section 17-38-240 below.
- (I) The proposal should be in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- (J) The proposal should include any common areas serving the site, and adequate provisions should be made for the ownership and maintenance of such areas.

- (K) The proposal should justify any proposed deviations from the Broomfield Municipal Code in terms of the overall quality of the plan.
- (L) The proposal should be consistent with the approved PUD plan.
- (M) For residential-use PUD plans and site development plans, the proposal should be consistent with adopted uniform standards.

RESOLUTION NO. 2026-62

A Resolution Approving Jeffco Airport Business Center East Filing No. 1 Replat B, Lot 1
Site Development Plan

Recitals

Whereas, the applicant, Great Lakes Capital, and the owner, Jefferson County, submitted a development review application for a Site Development Plan for a rehabilitation hospital facility.

Whereas, a public hearing was heard by the Land Use Review Commission on March 23, 2026 at which time the Land Use Review Commission by formal resolution recommended approval of the site development plan.

Whereas, after proper notice was given in accordance with Chapter 17-52 of the Broomfield Municipal Code, a public hearing was heard by the City Council on April 28, 2026.

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

Section 1. Findings

Giving consideration to the Broomfield master plan and the Broomfield Municipal Code, comments of public officials and agencies, and testimony and written comments from all interested parties, the City Council makes the following findings:

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

SDP Findings

- C. The proposal is consistent with the intent of the Planned Unit Development chapter as set forth in Section 17-38-010 of the Broomfield Municipal Code.
- D. The proposal mitigates potential negative impacts on nearby properties.
- E. The proposal maximizes potential positive impacts on nearby properties.
- F. The proposal contains adequate facilities for pedestrians, bicyclists, and motorists.
- G. The proposal contains adequate public improvements (both on and off site) to be provided in a timely fashion.

- H. The proposal optimizes conservation of energy, water, and other resources on a site-specific scale.
- I. The land uses within the proposal are compatible with one another and with nearby properties.
- J. The proposal provides for open area at a rate of not less than 25% as provided in section BMC 17-38-240.
- K. The proposal is in general conformance with the Open Space, Parks, Recreation, and Trails (OSPRT) Plan, including the Park Design Standards and Trail Design Standards, riparian corridor protection, tree preservation, native vegetation restoration and wildlife protection guidelines.
- L. To the extent the proposal includes any common areas serving the site, adequate provisions are made for the ownership and maintenance of such areas.
- M. The proposed deviations from the Broomfield Municipal Code increasing the allowed off street parking to 137 spaces (an additional 67 parking spaces over the 70 allowed by code) is justified based on the proposed use of the subject property as a rehabilitation hospital.
- N. The proposal is consistent with the approved PUD plan.

Section 2. Action

On the basis of the above and pursuant to the provisions of Chapter 17-38 of the Broomfield Municipal Code, the Jeffco Airport Business Center East Filing No. 1 Replat B, Lot 1 Site Development Plan is hereby approved.

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

Approved on April 28, 2026.

The City and County of Broomfield,
Colorado

Mayor

Attest:

City and County Clerk

Approved As To Form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: Barney Gordon

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7B

Subject: Public Hearing - Ordinance First Reading - Residential Waste Services - Code Updates

- Ordinance No. 2310 amending certain sections of Title 8 Chapter 4 of the Broomfield Municipal Code to modify City contracted waste collection services

Goals: N/A

Overview

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

Staff is proposing several amendments to Broomfield's Residential Waste Service (RWS) ordinance to address community and staff feedback since its launch. The primary recommended changes include excluding mandatory participation and waiving opt-out fees for homes on agricultural-zoned properties, large lots greater than five acres, and multi-unit buildings with three or more units. Furthermore, the staff proposes clarifying that the opt-out fee applies per unit and is the property owner's responsibility, and requiring Homeowners' Associations (HOAs) to annually confirm their status with the Department of Regulatory Agencies (DORA) for administrative ease.

Attachments

[Residential Waste Services - Recommended Code Changes \(2\).pdf](#)

[Draft Ordinance 2310 - Waste Collection changes First Read \(7\).pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

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

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

Item 1 - Excluding homes located on agricultural properties

One of the primary concerns received from residents involves properties with agricultural uses. These residents have indicated that the services provided through the RWS program do not align with their needs. Agricultural properties often maintain livestock or have unique waste disposal requirements that fall outside the scope of the current program. These types of properties are labelled in the full account type within the accessors database as one of the following:

- Agricultural land
- Residential w/ Ag
- Residential w/ Ag not integral

There are currently 25 homes that meet the criteria for agricultural classification. Of these 25 properties, 10 have opted out (40%).

[Proposed Ordinance No. 2310](#) formally excludes residences on agricultural properties or within Planned Unit Developments that allow agricultural uses with the opt-out fee being waived. Any agricultural property that wishes to participate may opt in voluntarily.

This would result in a loss of revenue from opt-out fees of approximately \$1,890/yr from agricultural properties.

If [proposed Ordinance No. 2310](#) is approved after a second reading, and to communicate this change, an informational insert will be included with upcoming Waste Connections billing statements or opt-out fee notices. Residents with outstanding opt-out fees would be required to pay the remaining balances. Residents wishing to be removed from the program may complete the online form on the RWS webpage or contact Waste Connections directly to arrange for cart removal.

Item 2 - Excluding homes on large lots (>5 acres)

In addition to agricultural property exemptions, several large-lot residential properties in Broomfield face challenges participating in the RWS program due to their unique waste management needs. While these properties are distinct from agricultural parcels, they share similar logistical limitations that make program participation impractical.

Among the properties currently eligible for the RWS program, the following lot sizes have been identified:

Number of Lot Sizes (Acres)	Number of Active Properties	Number of Opt Out	Participation Rate
1-2	108	47	70%
2-3	71	26	73%
3-4	6	6	50%
4-5	11	6	65%
5 or more	9	13	41%

Due to the low participation rate among properties greater than or equal to 5 acres, [Proposed Ordinance No. 2310](#) formally excludes these properties from required participation in the RWS program, with the opt-out fee being waived. Any property greater than or equal to 5 acres that wishes to participate may opt in voluntarily.

This would result in a loss of revenue from opt-out fees of approximately \$1,638/yr.

If approved, and to communicate this change, an informational insert will be included with upcoming Waste Connections billing statements or opt-out fee notices. Residents with outstanding opt-out fees would be required to pay the remaining balances. Residents wishing to be removed from the program may complete the online form on the RWS webpage or contact Waste Connections directly to arrange for cart removal.

Item 3 - Excluding multi-unit buildings with three or more units

Residents living in multi-unit buildings have expressed concerns about limited space for trash and recycling carts. Many of these properties do not have adequate areas to store multiple carts, and residents have noted that placing carts along driveways or parking areas can reduce available parking. In some cases, property owners have lease agreements that guarantee each tenant a parking space, leaving little room for additional waste and recycling containers.

Currently, multi-unit buildings with 8 or more units are excluded from the program. Of the remaining buildings with 7 units or fewer, there are 79 units located within eligible buildings. Approximately 27% of all of these units have opted out of the RWS program, while 52% of residents with 3 or more units per building have opted out of the RWS program.

The table below summarizes participation by building size:

Building Size (Number of Units)	Number of Buildings	Total Number of Units	Number of Units Opting Out	Participation Rate
2	25	50	8	84%
3	0	0	N/A	0%
4	3	12	8	33%
5	2	10	0	100%
6	0	0	N/A	0%
7	1	7	7	0%

Due to low participation rate among properties with 3 or more units, [proposed Ordinance No. 2310](#) formally excludes these properties from required participation in the RWS program, with the opt-out fee being waived. Any property with more than 3 units per building that wishes to participate may opt in voluntarily.

This would result in a loss of revenue from opt-out fees of approximately \$1,890/yr.

If approved after a second reading, and to communicate this change, an informational insert will be included with upcoming Waste Connections billing statements or opt-out fee notices. Residents with outstanding opt-out fees would be required to pay the remaining balances. Residents wishing to be removed from the program may complete the online form on the RWS webpage or contact Waste Connections directly to arrange for cart removal.

Item 4 - Requiring homeowners’ associations (HOAs) to confirm their DORA status annually

Currently, HOAs are not required to report their existence or update information such as their management company or contact details with either the State of Colorado or the City and County of Broomfield (CCOB).

The Colorado Department of Regulatory Agencies (DORA) provides a voluntary, free registry where HOAs can list their information. This registry includes license issues, renewal, and expiration dates. Licenses remain active for one year; if not renewed, the HOA is moved from the “Active” list to the “Expired” list.

Because HOAs with waste contracts are exempt from the RWS program, verifying which HOAs are active and which have valid contracts has become an administrative challenge. The City’s current HOA roster and waste contract records are more than two years old, meaning property managers and contract details may have changed without notice.

The challenge in identifying and obtaining the correct contact information for HOAs has made program administration difficult. Staff have contacted 91 HOAs and have only collected 18 waste contracts with parcel information. This represents 20% of known HOAs and approximately 14% of HOA parcels.

Because DORA has an established process, many HOAs are currently registered there, and there is an established (although voluntary) method to maintain annual registration.

Due to difficulties in identifying and maintaining contact information for HOAs operating within the City and County of Broomfield, [proposed Ordinance No. 2310](#) requires HOAs to maintain registration in DORA and update their information within 30 days of any changes.

Item 5 - Clarifying the opt-out fee applicability and identifying the responsible party for payment

The current ordinance lacks clarity on whether the opt-out fee applies to each unit within a multi-unit building or to the entire property. It is also unclear whether the property owner or tenant is responsible for the fee in single-family rental situations.

[Proposed Ordinance No. 2310](#) updates the Code to clearly define that the opt-out fee applies to each individual unit and is the responsibility of the property owner.

Financial Considerations

The anticipated loss in revenue for each recommended item is minimal and is outlined below:

- Item 1: This would result in a loss of revenue from opt-out fees of approximately \$1,890/yr from agricultural properties.
- Item 2: This would result in a loss of revenue from opt-out fees of approximately \$1,638/yr from properties greater than or equal to five (5) acres.
- Item 3: This would result in a loss of revenue from opt-out fees of approximately \$1,890/yr from multi-unit properties with more than three (3) units.
- Item 4 & 5: There is no expected loss of revenue for these items.

Boards and Commissions Prior Actions and Recommendations

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

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

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

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

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

July 26, 2022: Council did not pass [Proposed Resolution No. 2022-94](#), adding a ballot question to the November

2022 election concerning Universal Collection in Broomfield, and directed staff to facilitate more robust community engagement and to prepare a study session to address the concerns and questions of Council and the public.

April 18, 2023: Council directed staff to pursue a Contracted Residential Waste Services (Universal Waste Collection) program, including trash collection with volume-based/PAYT pricing and recycling services bundled at no additional cost, and a Residential Recycling and Composting Ordinance focused on hauler licensing requirements. Council further directed staff on key elements of the program, including the requirement of an opt-out fee for households, exploration of multiple options for organics collection, and that HOAs should participate in the program. [View the Study Session memo here.](#)

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

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

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

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

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

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

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

Proposed Actions

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

That Ordinance No. 2310 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on June 2, 2026.

Alternatives

Maintain the program as-is and do not modify the Code regarding residential waste services.

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

Ordinance No. 2310

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

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

Section 1.

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

...

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

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

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

...

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

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

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

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

8-04-029 - Homeowners' association information.

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

Section 2.

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

Section 3.

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

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

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



BROOMFIELD CITY COUNCIL

To: Mayor and City Council

From: Jennifer Hoffman, City and County Manager

Presented By: AC Stutson, Deputy Chief of Police

Meeting Date: Tuesday, April 28, 2026, 6:00 PM

Agenda Category: Action Items

Agenda Item: 7C

Subject: Public Hearing - Ordinance First Reading - Establishing Vehicle Nuisance Code to Deter Street Racing and Related Activity

- Ordinance No. 2304 establishing vehicle nuisance provisions in the Broomfield Municipal Code to deter street racing and related unlawful or unsafe vehicle activity

Goals: Thriving, Diverse, Safe and Welcoming Community

Overview

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

Over the past several years, the Denver metropolitan area has experienced a significant increase in organized unlawful and unsafe motor vehicle activity. These activities include street racing, street takeovers, and unauthorized large-scale car club events, many of which involve hundreds of participants. The proposed ordinance addresses these issues and provides the Police Department an additional tool to deter these events while increasing public safety.

Attachments

[Council Memo Vehicle Public Nuisance Ordinance 2304 - First Reading.pdf](#)

[Proposed Vehicle Nuisance Ordinance 2304 .pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Over the past several years, the Denver metropolitan area has experienced a significant increase in organized, unlawful and unsafe motor vehicle activity. These activities include street racing, street takeovers, and unauthorized large-scale car club events, many of which involve hundreds of participants. Dangerous driving behaviors commonly associated with these events include organized and impromptu street racing, burnouts, donuts, drifting, and eluding law enforcement. Crimes involving motor vehicles undermine the safety and security of residents, visitors, businesses, and neighborhoods, interfering with the public's peaceful enjoyment of life and property. The vehicles used in these offenses, and as instrumentalities to facilitate them, present an ongoing threat to the comfort, safety, and health of the community.

In 2025, the Broomfield Police Department tracked more than 90 events and related calls for service associated with this activity. As of April 7th 2026, there have been 29 such events. Notably, the largest event in Broomfield was estimated to involve between 500 and 1,000 vehicles and included numerous drivers who eluded Broomfield officers when traffic stops were initiated. Due to the size of these events and dangerous driving behavior, such as eluding, these events pose a challenge for law enforcement response.

Over the past two years, the Broomfield Police Department has participated in numerous enforcement efforts to address this public safety issue. These efforts include participation in a metro-wide street racing task force, intelligence monitoring, and targeted proactive enforcement.

Starting in the Spring of 2026 the Broomfield Police Department added several initiatives, including:

- Creation of a Command Level "Street Racing" response team that meets weekly for strategic planning and to coordinate weekly responses.
- Utilization of overtime to increase dedicated staffing to respond to these events.
- Creation of a Trespass Agreement Process that engages with local businesses, targeting common meet locations.

Several neighboring municipalities have adopted Vehicle Public Nuisance ordinances as an additional tool to address these public safety threats. These ordinances have proven effective in cities such as Wheat Ridge and Westminster by targeting dangerous driving behavior and removing vehicles from criminal use or from facilitating criminal activity.

Proposed Ordinance 2304 - First reading

The proposed ordinance treats the vehicle itself as a public nuisance if it is used in serious or repeated dangerous or illegal driving. This is a civil (not criminal) action.

The proposed ordinance targets specific acts that are part of overall unlawful street racing behavior or are, on their own, dangerous and illegal driving actions:

- Speeding 40 mph or more over the posted speed limit, or 100 mph or more
- Speed Contests
- Vehicular Eluding, Attempted Eluding
- Reckless Driving
- Minimum Speed Regulations
- Obstructing Highways or other passageways
- Unlawful destruction of property of another
- Two or more offenses for Disturbing the Peace in a 180-day period

The proposed ordinance establishes a civil process to address vehicle-related public nuisances and enhance community safety through remedial actions that may include temporary restraining orders, impoundment, abatement agreements, default judgments, final judgments, and closure orders.

This ordinance provides an additional tool for the Police Department to deter these events taking place in CCOB while increasing public safety. This ordinance is not intended to punish, but rather to abate public nuisances. It provides the option to remove motor vehicles from criminal use and to encourage vehicle owners to remain vigilant in preventing nuisance-related offenses involving their vehicles.

The proposed ordinance does not change any existing criminal or traffic laws in the Code. An individual may receive a summons or be arrested for criminal acts. That criminal case is separate from the civil nuisance action on the vehicle that was used in the commission of the act.

Legal Process for Vehicle Nuisance

- **Immediate Impound:**
 - A police officer may impound a motor vehicle if there is probable cause to believe a public nuisance offense occurred, the vehicle was used to facilitate the offense/eluding, **and** the vehicle is capable of being concealed, destroyed, or removed from Broomfield.
 - The Broomfield Police Department must submit an affidavit in support of impoundment to the City and County Attorney's office within three calendar days (excluding court weekends and city holidays).
- **CAO files Court action for a Probable Cause Determination (Impoundment):** The City and County Attorney's office submits a complaint and a petition for a temporary

restraining order, along with the BPD affidavit for vehicles already impounded, to the court for a probable cause determination.

- If the court finds probable cause exists and the vehicle is impounded, the impoundment continues. If the court determines probable cause does not exist, the vehicle may be released, and the owner may request a hearing regarding costs.
- If the court finds probable cause exists and the vehicle has not yet been impounded, the court will order that the vehicle can be impounded. If the court determines probable cause does not exist, the case will be dismissed.
- **Formal Court Case:** Once the court determines probable cause exists based on the affidavit, the court clerk assigns a case number, docket the matter for a first appearance in approximately 21 days, and prepares a summons. The court also issues an order granting the TRO, which formally declares the motor vehicle “closed” (under CCOB’s control) and orders the police to retain it in custody until further court order.
- **Service on Vehicle Owner:** The City and County Attorney must promptly serve all defendants (registered owners, other known owners, and party-defendants) with the complaint, affidavit (with judge's signature), petition and order granting TRO, summons, and a copy of the Chapter, no later than seven days before the first appearance.
- **First Appearance:** At the first appearance, the court sets the matter for a trial on the merits within 35 days.
- **Trial on the Merits:** At trial, the City and County Attorney must prove by a preponderance of the evidence that the vehicle is a public nuisance.
 - If proven: The court enters a final judgment ordering the motor vehicle permanently closed, closed for 180 to 364 days, or deemed abandoned property, along with imposing a civil judgment and court costs.
 - If not proven: The vehicle is released to the owner(s) upon payment of towing and impoundment fees.

Non-involved Owners

A “non-involved owner” is someone who owns the vehicle but truly had nothing to do with the illegal or dangerous activity that made it a public nuisance. To qualify, the person must show they did not encourage, allow, or participate in what happened, didn’t know and reasonably shouldn’t have known the vehicle would be used that way, and had no reason to suspect the driver had a history of similar behavior. They also generally cannot be the parent or guardian of the person who used the car. Even if they don’t meet all those conditions, they may still qualify if they were the one who immediately reported the incident to police. If recognized as a non-involved owner, they can ask the court for relief, but they’ll still have to follow strict conditions—like paying impound fees and agreeing to prevent future misuse—to get the vehicle back.

Financial Considerations

As a new violation in the Code and a new type of case being presented to the municipal court, staff in BPD, the City and County Attorney's office, and Municipal Court will be impacted.

BPD believes they can handle the operational and enforcement implementation with current staff during regularly scheduled patrol shifts.

The operational costs associated with enforcement for the City and County Attorney's office will be dependent on the case load. For the first six months of implementation, existing internal attorneys, not outside counsel, will be utilized to handle cases. For 2027, the City and County Attorney will be requesting an additional attorney to handle unfunded mandates coming out of the 2026 legislation, and this new position will be able to assist with these cases as well. Operationally, the costs of towing vehicles in violation of the proposed ordinance will be approximately \$300 per vehicle. It is estimated that the number of times this ordinance is utilized will be under 12 times during a calendar year. It also anticipated these costs would be recovered from the registered owner during the process.

Prior Council or Other Entity Actions

This is a new ordinance addition to the Broomfield Municipal Code. No prior actions exist.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Ordinance No. 2304 be adopted on first reading and ordinance published, and that a public hearing and second reading be held on May 26, 2026.

Alternatives

Do not approve Ordinance No. 2304. The current code will remain unchanged.

Additional Information

State Legislation

This spring, there was a proposed State of Colorado House-sponsored bill, HB 26-1329, that looked to increase criminal penalties for street racing and stunt driving. This bill targeted individuals who have been charged with street racing and street takeovers. It included provisions to increase penalties and contained provisions for impounding vehicles as part of the criminal case. This bill failed and is no longer under consideration.

As opposed to HB 26-1329, which targets *drivers* who have been charged with a street racing crime, the proposed Bromfield Municipal Ordinance targets the *vehicle* and its registered owner.

Ordinances from Other Jurisdictions

[Aurora](#), passed in 2021

[Colorado Springs](#), passed in 2021; amended in 2023

[Northglenn](#), passed in 2022

[Pueblo](#), originally passed in 2008; last amended in 2021

[Westminster](#), passed in 2023

[Wheat Ridge](#), passed in 2022; last amended in 2026

Proposed Ordinance 2304 - Section Descriptions:

10-27-010 - Purpose and Strict Liability

The purpose of this chapter is to protect public health and safety by providing a means to eliminate or reduce "vehicular public nuisances," which are considered an ongoing threat due to crimes involving vehicles. To provide rapid relief and prevent the removal or concealment of vehicles, the ordinance establishes the need for temporary restraining orders, as standard legal actions are considered inadequate. Furthermore, all offenses and provisions under this Chapter are based on strict liability, meaning no proof of culpability or criminal intent (*mens rea*) from the vehicle owner or defendant is required to file a public nuisance action or issue remedies

10-27-020 - Definitions

This section provides definitions for this Chapter and sets forth what defines a vehicular public nuisance, which is any motor vehicle used to commit, facilitate, or promote serious traffic or public safety offenses, including extreme speeding (40+ mph over the limit or 100+ mph regardless of the limit), speed contests, reckless or careless driving, eluding police, obstructing highways, unlawful property destruction, or multiple disturbances of the peace within 180 days. A vehicle can be deemed a nuisance based on probable cause of these activities, even without a criminal charge or conviction. The definition also incorporates relevant sections of the Colorado Revised Statutes, Broomfield Municipal Code, and Model Traffic Code, adopting their definitions for clarity and legal consistency.

10-27-030 - Procedures in General

This section explains that the City and County of Broomfield can use multiple legal remedies at the same time to address violations, and these cases proceed as civil (not criminal) matters handled by a judge without a jury. The municipal court has authority over these actions,

which generally target the property involved but may also impose obligations on individuals. Cases move forward independently of other proceedings, use a “preponderance of the evidence” standard, and follow Colorado County Court Rules of Procedure unless otherwise specified. Only the city attorney can file these actions, participation by outside parties is limited, and strict rules govern filings, claims, and how defendants and property owners are notified

10-27-040 - Detention of Motor Vehicle before filing complaint

This section explains that police may impound a motor vehicle without prior court action if there is probable cause it was used in a public nuisance offense *and* could be hidden, destroyed, or removed. After impoundment, strict timelines require the police and city attorney to justify the seizure through an affidavit and obtain a court determination of probable cause or release the vehicle. Within 14 days, the city must either formally begin legal proceedings, release the vehicle, or hold it as evidence in a criminal case while notifying the owner. If probable cause is not established or the city declines to proceed, the vehicle must be released, and the owner may request a hearing on related costs.

10-27-050 - Commencement of a Vehicle Public Nuisance Action

This section outlines how a vehicle public nuisance case is formally started: the city attorney must file a complaint, supporting affidavit, and request for a temporary restraining order that includes key details such as the defendants, the alleged offense, and the vehicle involved. The court then reviews the filing to determine if probable cause exists; if not, the case is rejected, but if so, the court issues a restraining order, schedules a hearing, and assigns the case. The city must promptly notify all known vehicle owners and defendants, continue efforts to notify any others discovered later, and unlike typical civil cases, defendants are not required to file a formal answer.

10-27-060 - Temporary Restraining Orders for the Detention and Closure of Motor Vehicle(s)

This section explains that when a court issues a temporary restraining order in a vehicle public nuisance case, it can immediately order the vehicle to be closed, impounded, and held in police custody, while restricting anyone from using, transferring, or interfering with it. Police are authorized to take necessary steps, including reasonable force and limited entry onto property, to secure the vehicle, and defendants must turn over keys and ownership-related items. The order remains in effect until changed by the court, applies broadly to anyone with notice, and does not require the city to post a bond. Importantly, the vehicle owner still remains responsible for maintaining and securing the property, though they may request court-approved access for that purpose.

10-27-070 - Motion to Vacate or Modify Temporary Restraining Order or for Return of Closed Property - Hearing on Motion.

This section explains that before trial, a defendant can request to modify or lift a temporary restraining order to get their vehicle back, but only if they can show the impoundment creates a significant burden that outweighs public safety concerns. To do so, they must file and properly serve a detailed motion within 14 days and promptly schedule a hearing; otherwise, the request is waived. At the hearing, the judge (not a jury) considers only the issues raised in the motion, with relaxed evidence rules, and the defendant must meet a high standard of proof. The restraining order stays in place unless the court rules otherwise, and the court is required to resolve the motion quickly.

10-27-080 - First Appearance - Trial on the Merits.

This section explains that at the first court appearance, a trial is typically scheduled within 35 days unless the parties resolve the case through an agreement, need more time, or a defendant fails to appear potentially resulting in default judgment and the vehicle being treated as abandoned. Before trial, both sides can exchange evidence and request limited discovery. The trial is decided by a judge, and the city must prove by a preponderance of the evidence that the vehicle was used in a public nuisance. If proven, the court can impose remedies such as vehicle closure, sale, restrictions on use, or fines; if not, the vehicle is returned (after fees are paid). Defendants who fail to appear lose their ability to challenge the case and may face costs, with default judgments entered against them.

10-27-090 - Quick Release to Non-Involved Owners.

This section allows a non-involved vehicle owner to recover an impounded vehicle before trial by entering into a voluntary agreement with the city. In doing so, the owner must acknowledge the vehicle's involvement in a nuisance, agree to prevent future violations (including restricting certain individuals' access), pay all related fees, and waive legal claims against the city. The agreement typically lasts two years and allows the city to quickly take action again if it is violated, without a full trial. Once approved by the court, the case is closed and the vehicle can be released after fees are paid, with terms designed to be the least restrictive necessary to protect public safety.

10-27-100 - Stipulated Final Judgment - Abatement Agreement.

This section explains that before trial, the city and defendants may voluntarily resolve a vehicle public nuisance case through a court-approved abatement agreement, though the city has full discretion to offer one. These agreements require defendants to admit the vehicle was a public nuisance, comply with strict conditions to prevent future violations, pay all fees, waive legal claims, and accept ongoing court oversight. Violating the agreement can lead to immediate and permanent loss or restriction of the vehicle with limited rights to challenge the outcome. The agreement may include various restrictions (such as limits on use or monitoring), remains enforceable for its full term, and if successfully completed without violations, the case is closed and the vehicle may be returned after fees are paid.

10-27-110 - Civil judgment and Liens.

This section explains that when a vehicle is determined to be a public nuisance, the court will impose civil judgments and costs on each defendant to reimburse the city for expenses such as enforcement, towing, and prosecution, with defendants potentially held jointly responsible. The city must calculate these costs for the court, and while the court may reduce some costs, they are generally required. If a vehicle is deemed abandoned through default judgment, these civil penalties may not apply, and instead the vehicle may be disposed of, with any proceeds or collected fees going to the city's general fund.

10-27-120 - Show Cause Hearings.

This section explains that if the city believes a defendant violated a temporary restraining order or abatement agreement, it can request a "show cause" hearing to prove the violation. If the court finds probable cause, the vehicle may be immediately impounded, and at the hearing the city must prove the violation by a preponderance of the evidence. If a violation is confirmed, consequences can include moving the case to trial, entering final judgment, or permanently closing and disposing of the vehicle; if no violation is found, the vehicle may be released and the agreement continues. Defendants who fail to appear risk default judgment, loss of rights in the case, and potential permanent loss of the vehicle.

10-27-130 - Supplemental Remedies for Public Nuisances.

This section gives the court the ability to issue any further orders or injunctions it determines will prevent the continuation of the vehicle public nuisance act.

10-27-140 - Other Closures, Forfeitures and Confiscations.

This section explains that this Chapter does not limit and is not applicable to the confiscation, closure, destruction, abatement, or forfeiture of other property authorized by other laws.

10-27-150 - Time Limitation on Action.

This section establishes that a civil action under this Chapter must be filed within 364 days of the public nuisance or the last act in a series of related acts, unless the parties agree otherwise. However, evidence of earlier nuisances can still be used in the case if it is relevant.

10-27-160 - Severability.

This section states that if any part of the Chapter is found to be unconstitutional or invalid, the rest of the provisions will still be enforced, unless doing so would produce an unreasonable or unfair outcome.

10-27-170 - Hearing on Impoundment When Probable Cause Not Determined - Procedure.

This section provides that if the city declines to submit an impoundment affidavit or the court finds no probable cause, a vehicle owner may request a hearing in Broomfield Municipal Court within 14 days to determine whether the impound was justified. The hearing is informal, with the owner proving right of possession and the city proving probable cause by a preponderance of the evidence. The city may prepay towing and impound fees to avoid the hearing. If the court finds no probable cause, the city must reimburse the owner or pay the towing/storage company. Vehicles cannot be released until all fees are paid. This process applies only to vehicles impounded in Broomfield by authorized city personnel, and the Municipal Court has jurisdiction only over such vehicles.

10-27-180 - No Conflict with State Law.

This Chapter is designed to operate without conflicting with state law; it does not permit anything prohibited by state law nor restrict anything expressly allowed, and its provisions must be interpreted to avoid any direct legal conflict.

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ORDINANCE NO. 2304

An Ordinance establishing vehicle nuisance provisions in the Broomfield Municipal Code to deter street racing and related unlawful or unsafe vehicle activity

Whereas, the abatement of public nuisances related to the unlawful or unsafe operation of motor vehicles for the protection of public health, safety, and welfare is a matter of local concern; and

Whereas, the purpose of this ordinance is not to punish, but to remedy public nuisances and promote community safety; and

Whereas, the abatement of vehicular public nuisances for the protection of public health, safety and welfare is a matter of local concern; and

Whereas, this ordinance was prompted by the need to combat unlawful and dangerous street racing and related activities; however, its scope is broad and designed to address the use of a motor vehicle in serious or repeated dangerous or illegal driving activities;

Whereas, this ordinance aims to remedy public nuisances by removing motor vehicles used for criminal purposes, protecting public health, safety, and property, encouraging vehicle owners to prevent public nuisance offenses, holding them accountable for such use, and deterring public nuisances; and

Whereas, the remedies in this ordinance apply to the property involved, regardless of ownership, title, or right of possession, and the culpability or innocence of those who hold these rights; and

Whereas, consistent with the ordinance's remedial intent, reasonable exceptions are provided for motor vehicle owners who demonstrate responsibility and lack of involvement in the public nuisance, as these individuals are more likely to prevent their vehicle from becoming a public nuisance again; and

Whereas, the remedies outlined in this ordinance are civil, not criminal. Actions such as temporary restraining orders, impoundment, and property closure are levied against the property itself (*in rem*). However, a temporary restraining order, a civil judgment, and an abatement agreement may also be directed partially against the individual (*in personam*).

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

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Section 1.

Chapter 10-27 is hereby added to the Broomfield Municipal Code, and titled as follows:

Chapter 10-27 Vehicular Public Nuisances

10-27-010 - Purpose and Strict Liability.

- (A) **The abatement of vehicular public nuisances for the protection of public health, safety and welfare is a matter of local concern. Crimes involving vehicles render Broomfield residents, visitors, business, and neighborhoods insecure in life and in the use of property. Such crimes and the motor vehicles used to commit such crimes constitute a continuing threat to the comfort, safety, and health of the public. It is expressly declared that vehicle public nuisances are a nuisance within the city and county that should be eliminated or hindered, and thereby abated, by the means set forth in this chapter.**
- (B) **Actions at law are not an adequate remedy, and the protection of public health, safety, and welfare requires the temporary restraining orders provided in this section. Ex parte temporary restraining orders are necessary to provide rapid relief from public nuisances without the delay entailed by adversarial hearings and personal service and to prevent persons from removing, concealing, destroying, encumbering, selling, and transferring property that may be the subject of the remedies in this article.**
- (C) **The public nuisance offenses and the provisions of this chapter are entirely strict liability in nature. No allegation or proof of culpability or mens rea of any type or degree by any owner of a motor vehicle or defendant shall be required for any filing of a vehicle public nuisance action, or the issuance of temporary restraining orders, or other remedies under the provisions of this chapter.**

10-27-020 - Definitions.

Notwithstanding any other definitions contained elsewhere in this Code, the following terms and definitions shall apply to this chapter:

- (A) ***Abate* means to bring to a halt, eliminate, or where that is not possible or feasible, to suppress, reduce, and minimize.**
- (B) ***City and county attorney* means the Office of the Broomfield City and County Attorney, and includes any attorney or staff member, including contracted outside counsel, working at the direction of the Office of the City and County Attorney.**

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- (C) ***Close, to close, or closure*** means to exercise control over the motor vehicle and remove all owners, occupants and other persons from the motor vehicle and to impound, lock, secure, and otherwise close and prohibit all entry, access, and use of the motor vehicle, except access and use as may be specifically ordered by the court for purposes of inventory, maintenance, storage, security and other purposes, and to vest the sole right of possession and control of the motor vehicle, in the City and County of Broomfield for a limited period of time defined by court order.
- (D) ***Defendant***. The primary defendant to the action is the motor vehicle itself. However, for purposes of this chapter, the term Defendant shall include any person named in the action who meets the definition of Owner-Defendant or Party-Defendant below. For purposes of this chapter, whenever the term Defendant is used it shall be read as including both Owner-Defendants and Party-Defendants.
- (E) ***Flight*** means to flee, escape, or leave the place where the vehicle public nuisance activity was committed or conducted, whether or not law enforcement is present.
- (F) ***Motor vehicle*** means any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways; except that the term does not include electrical assisted bicycles, electric scooters, low-power scooters, wheelchairs, or vehicles moved solely by human power.
- (G) ***Non-involved owner*** means an owner of a motor vehicle that is implicated in a public nuisance abatement action, who:
 - (1) Did not directly or indirectly encourage, facilitate, allow, promote, participate, aid, abet, conspire, permit, or condone the transaction constituting the vehicle public nuisance act, or the flight or attempted flight therefrom; and
 - (2) Neither knew, nor should have known, that the subject motor vehicle was used or would be used in the commission of a vehicle public nuisance act; and
 - (3) Neither knew, nor should have known, that the person who operated the motor vehicle in the commission of the vehicle public nuisance act involving the motor vehicle had a prior record or reputation for violating the laws, including traffic laws, of the United States, State of Colorado, City and County of Broomfield, or any other locality within or outside the State of Colorado.

A person who does not otherwise meet the definition of a non-involved owner may nonetheless be deemed a non-involved owner if they were the reporting party who immediately informed law enforcement of the vehicle public nuisance act giving rise to the abatement action under this chapter.

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- (H) **Owner** means the registered owner(s) with the Colorado Department of Revenue (or comparable office), plus any other person or entity with a recorded bona fide legal or equitable interest or right of possession on the vehicle's title, including a lienholder. The City will determine ownership through reasonable efforts, including a registration query and title search. Others may establish ownership with a bona fide bill of sale, lease agreement, or sufficient documentation. A straw man is not an owner for this chapter.
- (I) **Owner-defendant** means any Owner as defined above who is named as a Defendant in the action. All known Owners must be named as Defendants in the action.
- (J) **Party-defendant** means any person who has been named in the action and who is not also an Owner, as defined above. Party-Defendants are not necessary or indispensable parties, and the city and county attorney is not required to name all Party Defendants in the action.
- (K) **Vehicle Public Nuisance** means any motor vehicle used to commit, conduct, promote, facilitate or aid in the commission of the following acts:
- (1) Speeding, M.T.C. 1101(1), where the speed involved was 40 miles per hour or more over the posted speed limit, or where the speed was equal to or greater than 100 miles per hour regardless of the posted speed limit;
 - (2) Speed contests, exhibition of speed, or aiding and facilitating, M.T.C. §1105 et seq;
 - (3) Vehicular eluding, C.R.S. 18-9-116.5, or eluding or attempting to elude a police officer, M.T.C. 1413(1);
 - (4) Reckless Driving, M.T.C. 1401(1);
 - (5) Minimum speed regulations, M.T.C. 1103;
 - (6) Obstructing highways or other passageways as prohibited in C.R.S. 18-9-107 or Chapter 9-40, B.M.C.;
 - (7) Unlawful destruction of property of another as prohibited by Section 9-49-020, B.M.C.; or
 - (8) Two or more offenses for disturbing the peace within any 180-day period as prohibited by Chapter 9-34, B.M.C.
- Where a proscribed act references the Colorado Revised Statutes (C.R.S.), Broomfield Municipal Code (B.M.C.), or Model Traffic Code (2010) (M.T.C.), it includes those sections as amended and adopts their definitions. Application of this chapter does not require a charge or conviction, and a plea to a lesser offense or dismissal does not prevent enforcement where probable cause existed for the original vehicle public nuisance act.
- (L) **Straw man** means a person who nominally takes part in the purchase, lease, or ownership of property, often concealing the real purchaser's or lessee's identity from other parties (e.g., seller, financial institution, government

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agency), and may become financially obligated. This person acts as an accommodation party or agent for the principal.

10-27-030 - Procedure in General.

- (A) The remedies in this chapter are cumulative and supplementary to all other criminal, traffic, or civil remedies, statutes, and administrative proceedings (such as license revocation or fines). The city and county may pursue any or all of these remedies simultaneously or successively.
- (B) This civil action will not be delayed by any other pending criminal, civil, or administrative action, or any action filed by another person, unless all parties stipulate and the court approves such stipulation in its sole discretion.
- (C) Pursuant to Colorado Constitution Article XX, Section 6, and Broomfield Charter Section 10-2 and Code chapter 2-28, the municipal court for the City and County of Broomfield is granted the jurisdiction, duties, and powers for this article.
- (D) All actions under this chapter shall be civil and remedial in nature. All closure, receivership and destruction remedies under this article shall be against the property (*in rem*). Injunctive remedies, civil judgements and fees, and the terms of an abatement agreement or temporary restraining order may be partly against the person (*in personam*).
- (E) All issues of fact and law shall be tried to the court without a jury.
- (F) The burden of proof in all proceedings under this article, including proof of the underlying activity forming the basis of a vehicular public nuisance, shall be by a preponderance of the evidence, unless a different burden of proof is specified.
- (G) Unless otherwise agreed to by the city and defendant, no remedy under this section, other than the permanent closure and final disposition of a motor vehicle, shall contain obligations which extend more than 364 days from the date of final judgement or the date of a court-approved abatement agreement.
- (H) Unless this chapter provides for a different rule or procedure, proceedings under chapter shall be governed by the Colorado County Court Rules of Civil Procedure (C.R.C.P.). Where this article or the C.R.C.P. fail to state a rule of decision, the court shall look to the Public Nuisance Abatement Act, C.R.S. 16-13-301 et seq., and the related cases.
- (I) Actions under this chapter shall be filed only by Broomfield's Office of the City and County Attorney, or an agent thereof.
- (J) Any owner, with the exception of a straw man, as defined in this chapter who has not been named as a defendant may intervene under the procedures of this chapter and shall be added as a defendant. No other parties may intervene.

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- (K) No party may file any counterclaim, cross-claim, third party claim, or set-off of any kind in any action under this chapter.
- (L) Other than the pleadings permitted under this chapter, there shall be no additional pleadings filed absent order of court.
- (M) Service upon all defendants shall be deemed sufficient:
 - (1) If made in accordance with C.R.C.P. 304 with regard to the documents identified in Section 10-27-050(E)(3); or
 - (2) If made in accordance with C.R.C.P. 305 with regard to all other pleadings or papers required to be served under this chapter. The last known address of the person to be served shall be determined by referencing either:
 - a. the address listed in the court file;
 - b. the records of the Colorado department of revenue, division of motor vehicles, or any similar department of any other state;
 - c. any government database; or
 - d. any other address where the city can articulate a reasonable belief that the documents will be received by the owner or defendant.
 - e. The city shall make a good faith effort to identify and serve all owners as defined by this chapter.

10-27-040 - Detention of Motor Vehicles Before Filing Complaint.

- (A) Legislative Intent. Impoundment of motor vehicles before filing a complaint and petition for restraining order is necessary to prevent the continuance of the public nuisance and the removal, destruction and concealment of motor vehicles to thwart the remedies provided in this chapter.
- (B) Any police officer for the City and County of Broomfield may impound and detain a motor vehicle under this section if they determine that there is probable cause to believe that:
 - (1) A public nuisance offense has occurred within the city; and
 - (2) The public nuisance offense occurred in the motor vehicle, or the motor vehicle was used to facilitate, allow, promote, participate, aid, abet, or permit the transaction constituting the vehicle public nuisance act, or the flight or attempted flight therefrom; and
 - (3) The motor vehicle is capable of being concealed, destroyed, or removed from the city.
- (C) Where a motor vehicle is impounded under this section, the procedures of this section shall exclusively apply unless otherwise specified.
- (D) Whenever a motor vehicle is impounded under this section, the Broomfield Police Department shall submit an affidavit in support of impoundment to

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the city and county attorney's office within three calendar days, excluding court weekends and city holidays.

- (E) The city and county attorney must submit the affidavit supporting impoundment for a probable cause determination by the court, or instead declare the motor vehicle available for release and provide notice to the owner(s). This action must occur within three calendar days of receiving the affidavit, excluding court weekends and city holidays.
- (F) If the court finds the affidavit in support of impoundment supports a finding of probable cause for impoundment under this section, then within 14 days of the date the motor vehicle was impounded as a public nuisance, the city and county attorney shall file with the court:
 - (1) The pleadings required for the commencement of actions under this chapter; or
 - (2) A declaration that the motor vehicle is available for release and that the city made good faith efforts to serve the registered owner with a notice to that effect; or
 - (3) A declaration the motor vehicle is available for release, but that the motor vehicle is relevant evidence in a criminal proceeding, and is being held as result of that status. This filing shall also include a statement that the city made good faith efforts to serve the registered owner with a notice as to the current circumstance of the vehicle.
- (G) If the court finds the affidavit in support of impoundment does not support a finding of probable cause for impoundment under this section, then it shall promptly inform the city and county attorney who shall file a declaration that the motor vehicle is available for release and that the city made good faith efforts to serve the registered owner with a notice to that effect.
- (H) If the city and county attorney declines to submit the affidavit for court consideration or if the court determines probable cause does not exist, then the defendant may request a hearing regarding costs pursuant to Section 10-27-170.

10-27-050 - Commencement of a Vehicle Public Nuisance Action

- (A) To commence an action under this chapter, the city and county attorney shall file a complaint, including an affidavit in support of impoundment and petition for temporary restraining order with the court.
- (B) The complaint shall include, at a minimum, the following:
 - (1) Name of the defendant(s).
 - (2) Date and approximate location of the vehicle public nuisance act offense(s).

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- (3) **Statutory and/or Code citation for the vehicle public nuisance act offense(s).**
 - (4) **Brief statement or description of the offense(s) forming the basis for the vehicle public nuisance complaint.**
 - (5) **Direction to appear before a specified court at a stated date, time, and place.**
 - (6) **A description of the motor vehicle and its Vehicle Identification Number.**
- (C) **Upon receipt of the complaint, including the affidavit in support of impoundment, the court shall make a determination as to whether there is probable cause to believe that:**
- (1) **A public nuisance offense has occurred within the city; and**
 - (2) **The public nuisance offense occurred in the motor vehicle, or the motor vehicle was used to facilitate, allow, promote, participate, aid, abet, or permit the transaction constituting the vehicle public nuisance act, or the flight or attempted flight therefrom.**
- (D) **If the court determines probable cause does not exist, the court shall reject the complaint and petition without prejudice and inform the city and county attorney of the determination who must provide notice to the owner(s), if notice has not already been provided. If the vehicle has already been impounded, then the defendant may request a hearing regarding costs pursuant to Section 10-27-170.**
- (E) **If the court determines probable cause exists, then the following procedures shall apply;**
- (1) **The court shall issue an order on the petition for temporary restraining order with all requirements as set forth in 10-27-060.**
 - (2) **The court clerk shall assign the matter a case number, docket the civil matter for a first appearance in approximately 21 days unless otherwise ordered by the court;**
 - (3) **The city and county attorney shall promptly, but no later than seven days before the first appearance, serve a copy of the complaint, affidavit, petition and order granting temporary restraining order, summons, and a copy of this chapter or the website address to locate a copy of this chapter on the registered owner(s) of the subject motor vehicle, any other owner actually known to the city at the time of filing, and any other defendant identified by the city. The city and county attorney shall have an ongoing duty to attempt to serve these documents on any other owners discovered during the pendency of this matter.**
 - (4) **No answer shall be filed. The city and county attorney is under no obligation to serve a copy of a blank answer upon any defendant.**

10-27-060 - Temporary Restraining Orders for the Detention and Closure of Motor Vehicle(s).

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- (A) The temporary restraining order shall include the following orders for the impoundment and closure of motor vehicles and restraining of persons as to the motor vehicles:
- (1) Declare the motor vehicle closed;
 - (2) Order that the Broomfield Police Department impound and close the motor vehicle and place the same in police custody, or to retain the same in police custody if previously impounded, until further order of the court;
 - (3) The Broomfield Police Department may use reasonable force, consistent with department policy, to impound and close the motor vehicle;
 - (4) Broomfield Police officers and their agents may enter onto real property to impound and close a motor vehicle; however, they shall not enter into a closed private garage without consent or other legal authorization;
 - (5) All defendants shall be ordered to deposit with the Broomfield Police Department all documents evidencing ownership, title, registration, keys, combination numbers, magnetic cards and other devices for either access and/or operation of the motor vehicle;
 - (6) All persons shall be restrained from removing, concealing, damaging, destroying, selling, giving away, encumbering or transferring any interest in the subject motor vehicle or using the motor vehicle as security for a bond; and
 - (7) Any other orders that may be reasonably necessary to take the motor vehicle into police custody, wherever located, and to provide access to and safeguard the property.
- (B) The terms of ex parte temporary restraining orders created by this section shall remain continuously in effect until modified by court order. A temporary restraining order that has been continuously in effect for a period of one (1) year from the date it was signed by the Court that has not resulted in the closure/detention of a motor vehicle shall expire and be deemed vacated.
- (C) No security or bond of any type shall be required of the city in obtaining a temporary restraining order under this section.
- (D) Every temporary restraining order shall be binding upon the property, the parties to the action, their attorneys, agents and employees and any other person who receives actual notice of the order.
- (E) The issuance and execution of temporary restraining orders under this section shall not be deemed a bailment of property. The owner of the property remains responsible for the maintenance, environmental clean-up, sanitation and security of property subject to temporary restraining orders

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and shall be permitted reasonable access to the property for these purposes upon application and approval by the court.

10-27-070 - Motion to Vacate or Modify Temporary Restraining Order or for Return of Closed Property - Hearing on Motion.

- (A) Prior to the trial on the merits, any defendant may seek to vacate or modify the temporary restraining order allowing for the return of the motor vehicle on the basis that the the impound is a significant burden and that the negative impacts of the significant burden on the defendant substantially outweigh the public safety interest served by the temporary restraining order.
- (B) Within 14 days of service of the complaint, any defendant seeking to vacate or modify a temporary restraining order shall:
 - (1) File a motion under this section, which shall include, at a minimum:
 - a. The challenges being raised or specific relief being requested; and
 - b. A statement of the factual and legal grounds upon which the relief is being requested.
 - (2) Personally serve a copy of the motion on the city and county attorney's office;
 - (3) File a copy of the motion with the court; and
 - (4) Contact the clerk of court at the time of filing to set the motion for a hearing to be held as soon as practicable.
- (C) The court will not consider any challenges or requests for relief at the hearing that were not included in the written motion. Challenges as to probable cause will not be considered by the court.
- (D) Failure to serve, file, or set the motion for hearing, as provided above, shall constitute a waiver of the motion.
- (E) Unless otherwise ordered by the court, the temporary restraining order shall remain in effect and shall not be modified until after a trial on the merits or upon the stipulation of the parties to an abatement agreement that is approved by the court.
- (F) Hearings on motions to modify a temporary restraining order:
 - (1) Hearings under this section shall be to the court and the rules of evidence shall be relaxed. The court, in its discretion, may take sworn testimony or rely on offers of proof and argument.
 - (2) Unless good cause is shown, a failure to appear by a defendant for a hearing set pursuant to this section shall result in a waiver of the right to request a modification of the temporary restraining order.
 - (3) At hearing, the burden will be on the defendant to show by clear and convincing evidence:

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- a. That the requested relief is necessary to avoid a significant burden; and
 - b. That the impacts of the significant burden on the defendant substantially outweigh the public safety interest addressed by the temporary restraining order term(s) being challenged.
- (4) The court shall not grant an adjournment or continuance of the hearing on the motion to modify or vacate the temporary restraining order unless it finds good cause to do so. If a continuance is granted, the hearing shall be reset as soon as practicable.
 - (5) The court shall enter its findings and order on the motion at the conclusion of the hearing, unless the court finds that it is necessary to take the matter under advisement. In that event, the court shall establish an expedited schedule for the determination.

10-27-080 - First Appearance - Trial on the Merits.

- (A) At the first appearance, the court shall set the matter for a trial on the merits within 35 days unless:
 - (1) The parties stipulate to a continuance for the purpose of entering into an abatement agreement;
 - (2) The parties present an abatement agreement and the court orders compliance with the abatement agreement;
 - (3) The court finds that a longer setting is reasonably necessary;
 - (4) A default judgment enters upon all owner-defendants for failing to appear, at which time the court shall order that the motor vehicle is permanently closed and deemed abandoned property that may be disposed of or sold, in the sole discretion of the city, in any manner provided for in the Code. If multiple owner-defendants exist, the failure of any owner-defendant to appear shall indicate that owner-defendant's abandonment of their property interest in the motor vehicle, and that owner-defendant shall have no further standing in the action.
- (B) At the first appearance, either party may request from the opposing party a list of witnesses who may be called at trial, copies of documents and pictures, and a description of physical evidence which may be used at trial. Compliance with such disclosures shall occur no later than 14 days before trial unless good cause exists for a later disclosure.
- (C) Written requests for additional discovery may be filed with the court, and the court may, in its discretion, grant or deny such requests, or issue any other discovery orders deemed appropriate.
- (D) If the city and county attorney claims that any material or statement ordered to be produced under this rule contains matter which does not relate to the subject matter of the witness's testimony, the court shall order

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it to deliver the statement for the court's inspection in chambers. Upon such delivery the court shall excise the portions of the statement which do not relate to the subject matter of the witness's testimony, then the court shall direct delivery of the statement to the defendant.

- (E) Any subpoenas shall be issued in accordance with C.M.C.R.P. 217.
- (F) Trial on the Merits.
 - (1) Trial shall be to the court and the Colorado Rules of Evidence shall apply.
 - (2) At trial, the burden shall be on the city and county attorney to establish, by a preponderance of the evidence, that the motor vehicle should be deemed a public nuisance. The elements at trial shall be:
 - a. That, within the City and County of Broomfield, State of Colorado;
 - b. At or about the location, date and time specified in the complaint;
 - c. A vehicle public nuisance act occurred in the motor vehicle, or the motor vehicle was used to encourage, facilitate, allow, promote, participate, aid, abet, conspire, permit, or condone the transaction constituting the public nuisance act, or the flight or attempted flight therefrom.
- (G) At the conclusion of the trial, the court shall enter findings as to whether the city met its burden.
 - (1) If the burden was met, the motor vehicle shall be deemed a public nuisance and the court shall enter a final judgment containing one or more of the following orders:
 - a. The motor vehicle is to be permanently closed by the city;
 - b. The motor vehicle is to be closed by the city for no less than 180 days and no more than 364 days, which number of days may include the days the vehicle had already been closed awaiting the trial.
 - c. The motor vehicle is to be deemed abandoned property that may be disposed of or sold, in the sole discretion of the city, in any manner provided for in the Code;
 - d. A temporary protection order is to be issued allowing an owner-defendant to regain the use of the vehicle, but with restrictions necessary to prevent future violations of this code;
 - e. Any order tailored to prevent the motor vehicle's future use as a public nuisance by a defendant;
 - f. Defendants shall pay a civil judgment and court costs as provided in Section 10-27-110.

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- (2) **If the court concludes that the city did not meet its burden, the motor vehicle shall not be deemed a public nuisance, and the court shall enter a final judgement containing the following orders:**
 - a. **The motor vehicle is to be released to the owner(s);**
 - b. **Prior to release to the owner(s), the owner(s) shall pay all towing and impoundment fees;**
 - c. **Failure to pay all towing and impoundment fees as ordered will result in the motor vehicle being deemed abandoned property that may be disposed of or sold, in the sole discretion of the city, in any manner provided for in the Code.**
- (H) **Failure to Appear**
- (1) **When a party-defendant fails to appear for first appearance or trial, the court may impose court costs against that defendant. Additional fees and costs permitted by this Code may be ordered in a discrete amount or determined at any time prior to the entry of final judgment.**
 - (2) **When a party-defendant fails to appear for the first appearance or trial, the party-defendant shall have no standing to contest the orders of the court relating to an abatement agreement or orders entered pursuant to this section.**
 - (3) **When a party-defendant fails to appear for the first appearance or trial without giving notice establishing good cause before the trial was set to begin, there shall be no stay of the entry of default judgment and the court shall not have discretion to set aside the default judgment as to that party-defendant. In considering whether a defendant's pre-trial notice constitutes good cause for a failure to appear, the court shall also consider the prejudice to any other owner-defendant that would be caused by a further delay of the trial, to include the ability to reschedule and any increased impound fees. If the court determines a delay is appropriate, the court shall make reasonable efforts to reschedule the trial date within 14 calendar days from the date the owner-defendant failed to appear.**

10-27-090 - Quick Release to Non-Involved Owners.

- (A) **At any time before trial, a non-involved owner has the option to obtain a quick release of a detained vehicle upon the execution of a voluntary abatement agreement under this subsection.**
- (B) **A voluntary abatement agreement to obtain a quick release of a vehicle to a non-involved owner should have, at a minimum, the following terms and conditions unless otherwise stipulated:**
 - (1) **The non-involved owner agrees and stipulates that the vehicle at issue was involved in the vehicular public nuisance activity.**

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- (2) If applicable, specified individual(s) will not be allowed access to the vehicular public nuisance vehicle for a period of two (2) years following the execution of the agreement.
 - (3) The non-involved owner agrees that the vehicle will not be involved in any vehicular public nuisance activity for two (2) years following the execution of the agreement.
 - (4) The non-involved owner agrees to pay in full the accrued towing costs and any fees associated with the impoundment or storage of the vehicle.
 - (5) The non-involved owner agrees to waive any claims against the city, its agents or representatives, and the Broomfield Police Department, relating to the towing, storage and/or impoundment of the vehicle. Further, the noninvolved owner agrees to indemnify the city for any claims against the city by third parties regarding the title or right of possession to the vehicle and/or any items contained therein.
 - (6) The non-involved owner agrees that the vehicle may be listed on law enforcement information systems showing the person(s) who are restricted from access to said vehicle.
 - (7) The non-involved owner agrees that upon a violation of this agreement, the city can open, or re-open, a civil action under this article without any prior notice requirements, and that upon written motion the court may impose any and all remedies authorized by this chapter without limitation.
 - (8) The non-involved owner agrees that no trial on the merits will occur. At most, there will only be a hearing to prove by a preponderance of the evidence that there has been a breach of the voluntary abatement agreement and order of the Court.
- (C) Once agreed upon and signed by the parties involved, the city and county attorney will file the abatement agreement with the court for approval. Where a defendant who is entering into an abatement agreement is a non-involved owner, the court shall consider the least restrictive terms that are necessary to protect the community against a future public nuisance involving the motor vehicle.
- (D) Upon the court's approval of the abatement agreement, the court will enter a final judgment closing the matter. If the motor vehicle is still closed or impounded, it shall be released upon the payment of any outstanding impoundment and storage fees. Failure to pay such fees before entry of final judgment shall not prevent entry of a final judgment order. After entry of final judgment order, return of the motor vehicle to the non-involved owner will be subject solely to the policies and procedures of the impound facility where the motor vehicle is being stored.

10-27-100 - Stipulated Final Judgment - Abatement Agreement.

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- (A) The city and any defendant to an action under this chapter may, before trial, voluntarily stipulate to the terms of an abatement agreement. Entry into an abatement agreement is in the city and county attorney's sole discretion and the city and county attorney need not enter into an agreement. If one or more defendants do not stipulate to an abatement agreement, the city and county attorney may elect to proceed to trial against all parties or only those who have not entered into an abatement agreement. The terms of any abatement agreement shall be binding upon all defendants entering into the agreement and should, at a minimum, include the following terms unless otherwise stipulated:
- (1) The defendant(s) agrees and stipulates that the vehicle at issue was involved in the vehicular public nuisance activity.
 - (2) If applicable, specified individual(s) will not be allowed access to the vehicular public nuisance vehicle for a period of two (2) years following the execution of the agreement.
 - (3) The defendant(s) agrees that the vehicle will not be involved in any vehicular public nuisance activity for two (2) years following the execution of the agreement.
 - (4) The defendant(s) agrees to pay in full the accrued towing costs and any fees associated with the impoundment or storage of the vehicle with the requirement that payment for all outstanding and future towing and storage fees must be completed prior to release of the motor vehicle, and in no event later than 60 days after the date the abatement agreement was approved, unless otherwise specified.
 - (5) The defendant(s) agrees to waive any claims against the city, its agents or representatives, and the Broomfield Police Department, relating to the towing, storage and/or impoundment of the vehicle. Further, the defendant(s) agrees to indemnify the city for any claims against the city by third parties regarding the title or right of possession to the vehicle and/or any items contained therein.
 - (6) The defendant(s) agrees that the vehicle may be listed on law enforcement information systems showing the person(s) who are restricted from access to said vehicle.
 - (7) The defendant(s) agrees that upon a violation of this agreement, the city can open, or re-open, a civil action under this article without any prior notice requirements, and that upon written motion the court may impose any and all remedies authorized by this chapter without limitation.
 - (8) The defendant(s) agrees that no trial on the merits will occur. At most, there will only be a hearing to prove by a preponderance of the evidence that there has been a breach of the voluntary abatement agreement and order of the Court.

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- (9) Any other reasonable stipulations designed to abate the public nuisance, prevent public nuisances from recurring, deter vehicle public nuisance activity, and protect public interest, including but not limited to:
 - a. Temporary continued closure of the motor vehicle for a specified amount of time or until certain other conditions are met;
 - b. Restrictions on the use or operators of the motor vehicle;
 - c. Installation of a GPS unit on the motor vehicle to ensure compliance with speed limits, approved uses, or other reasons;
 - d. Restrictions on the storage location of the vehicle;
 - e. Installation of anti-theft devices;
 - f. Agreement to surrender and abandon the motor vehicle into the sole possession and custody of the City and County of Broomfield, such that it may be disposed of or sold, in the sole discretion of the city, in any manner provided for in the Code;
 - g. Any other specific condition agreed upon by the parties and approved by the court.
- (B) The issuance and execution of the abatement agreement shall not be deemed a bailment of property. The owner of property remains responsible for the maintenance and security of the motor vehicle subject to the agreement and shall be permitted reasonable access to the motor vehicle for these purposes upon application to the court.
- (C) At the conclusion of the abatement agreement, and if no motion alleging a violation has been filed by the city within the subsequent 30 days, the court will enter a final judgment closing the matter. If the motor vehicle is still closed or impounded, it shall be released upon the payment of any outstanding impoundment and storage fees. Failure to pay such fees before entry of final judgment may result in the motor vehicle being deemed abandoned. Failure to pay such fees before entry of final judgment shall not prevent entry of a final judgment order. After entry of final judgment order, return of the motor vehicle to the owner-defendant(s) will be subject solely to the policies and procedures of the impound facility where the motor vehicle is being stored.

10-27-110 - Civil judgment and Liens.

- (A) Except as otherwise ordered by the court or stipulated to in an abatement agreement, in every case under this chapter in which a public nuisance is established, the court shall impose a separate civil judgment and court costs consistent with the Broomfield Municipal Code or court rule on each defendant. Court costs may be reduced or suspended at the discretion of

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the court. In the event there are more than one defendant to an action, such costs are to be imposed individually and independently. The civil judgment shall be for the purpose of compensating the city for the costs of pursuing the remedies under this chapter and shall be deposited in the City and County of Broomfield's general fund.

- (1) The civil judgment shall be in the actual cost of prosecuting the case including impound and towing costs, as well as any additional actual costs or expenses that were incurred by the city to enforce the provisions of this chapter and approved by the court, jointly and severally;
 - (2) The city and county attorney shall provide a calculation of the civil judgment amount at the time an abatement agreement is entered into or a public nuisance is found by the court, unless an extension is granted by the court.
- (B) In the event that the court entered a default judgment and deemed the vehicle abandoned, the civil judgment provided in this section shall not be imposed and the vehicle shall be disposed of pursuant to the provisions for abandoned property under this chapter. Court costs may be assessed at the discretion of the court. The city will deposit all proceeds from the sale of a motor vehicle under this chapter as well as any collected fees and costs into the City and County of Broomfield's general fund.

10-27-120 - Show Cause Hearings.

- (A) The city and county attorney may allege a violation of a temporary restraining order or abatement agreement by an owner-defendant by the filing of a verified motion to show cause. The motion may be served in accordance with Section 10-27-030(K).
- (B) If the court finds probable cause that the alleged violation occurred, the court shall order the Broomfield Police Department to immediately impound and close the motor vehicle, if not already in police custody.
- (C) Upon filing of a motion to show cause by the city and county attorney, a notice of show cause hearing shall be prepared by the clerk and served on the city and county attorney, the burden shall be on the city to serve the notice as required by (A) above;
- (D) The only issue for the court's determination at a show cause hearing under this section will be whether the city and county attorney proved, by a preponderance of the evidence, that a breach of the temporary restraining order or abatement agreement occurred.
 - (1) If the court finds that a breach of a temporary restraining order occurred, the matter shall be immediately set for a trial on the merits. The motor vehicle shall remain impounded until final judgment is entered, and no modifications of the temporary

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restraining order relating to the violating defendant shall be considered;

- (2) If the court finds that a breach of an abatement agreement involving an owner-defendant occurred, the court shall enter a final judgment against the violating owner-defendant, who shall have no further standing in the action. In the absence of any other owner-defendant, the motor vehicle shall be permanently closed and deemed abandoned property that may be disposed of or sold, in the sole discretion of the city, in any manner provided for in the Code;
- (3) If no breach is found, the motor vehicle shall be released upon payment of any towing and impoundment fees and costs and the temporary restraining order or abatement agreement shall continue in full force and effect;
- (4) A failure to appear by an owner-defendant for a hearing set pursuant to this section shall result in a default judgment entering against the owner-defendant in the civil action, and the owner-defendant shall have no further standing in the action. In the absence of any other owner-defendant the court shall permanently close the vehicle and deem it abandoned property that may be disposed of or sold, in the sole discretion of the city, in any manner provided for in the Code.
 - a. The default judgment shall be entered at the time of the failure to appear and stayed for seven days after entry. If the owner-defendant, within the period of the stay, files a request to set aside the default judgment that is supported by good cause for the failure to appear, the court may set aside the default judgment. If no request is filed, the court shall lose jurisdiction to set aside the default judgment after the seven day stay expires.
- (5) The city and county attorney may allege a violation of a temporary restraining order or abatement agreement by a party-defendant by initiating indirect contempt proceedings in accordance with Colorado Rule of Civil Procedure 107. Punishment for such contempt shall be in accordance with B.M.C. Section 1-5.

10-27-130 - Supplemental Remedies for Public Nuisances.

The court may issue any further orders or injunctions it determines will prevent the continuation of the vehicle public nuisance act.

10-27-140 - Other Closures, Forfeitures and Confiscations.

Nothing in this chapter shall be construed to limit or forbid the confiscation, closure, destruction, abatement, or forfeiture of property now or hereafter

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required, authorized or permitted by any other provision of law. Nothing in this chapter shall be construed as requiring that evidence and property confiscated, closed, destroyed, abated, or forfeited under other provisions of law be subjected to the special remedies and procedures provided in this chapter.

10-27-150 - Time Limitation on Action.

Unless otherwise stipulated to by the parties, actions under this chapter shall be filed no later than 364 days after the public nuisance, or the last in a series of acts constituting the public nuisance, occurred. This limitation shall not be construed to limit the introduction of evidence of public nuisances that occurred more than 364 days before the filing of the complaint when relevant for any purpose.

10-27-160 - Severability.

In the event that any provision of this chapter is declared to be unconstitutional or invalid for any reason, the remaining provisions of this article shall be upheld and enforced unless the remaining provisions would create an unreasonable or unjust result.

10-27-170 - Hearing on Impoundment When Probable Cause Not Determined - Procedure.

- (A) Pursuant to Sections 10-27-040 or 10-27-050, if the city and county attorney declines to submit the affidavit for court consideration or if the court determines probable cause does not exist, the owner of a motor vehicle impounded under this chapter may petition for a hearing in the Broomfield Municipal Court. Such hearing must be requested within 14 days of service of the notice required by Sections 10-27-040 or 10-27-050.
- (B) Prior to the commencement of a hearing, the City in its sole discretion may give notice in writing or on the record that the City intends to pay all impound and towing fees. Such notice shall be binding on the City and no hearing on the issue of probable cause shall be held.
- (C) Hearing:
 - (1) The sole issue before the court at hearing shall be whether there was probable cause to impound the vehicle in question. "Probable cause to impound" shall mean such a state of facts as would lead a person of ordinary care and prudence to believe that there were sufficient facts to grant legal authority under this chapter for the impoundment of the vehicle.
 - (2) The court shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence.
 - (3) The person demanding the hearing shall carry the burden of establishing that such person has the right to possession of the

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vehicle and that the court has jurisdiction over the matter. The City shall carry the burden of establishing that there was probable cause under this chapter to impound the vehicle in question. The burden of proof shall be by a preponderance of the evidence.

- (4) The court's decision as to probable cause shall be a final judgment of the Broomfield Municipal Court.
 - (5) Failure of the registered or legal owner, or their agent, to timely request or attend a scheduled post-impoundment hearing shall be deemed a waiver of the right to such hearing.
- (D) Reimbursement for Improper Impoundment:
- (1) At the conclusion of a hearing under this section, if the court finds that the City failed to meet its burden under subsection (C) above, the City shall either fully reimburse the owner of the impounded vehicle for all towing and storage fees paid by the owner, or directly pay the towing and storage company for such accrued fees.
 - (2) If the subject vehicle is towed and stored by a private towing and storage facility designated by the City, the court may not waive fees associated with the towing or storage of the vehicle unless authorized by the designated towing and storage company.
- (E) No vehicle impounded under this chapter shall be released to its owner until all towing charges, storage charges and administrative fees incurred by the City have been reimbursed to the City by the owner. If towing and storage fees are due to a private towing and storage company designated by the City to perform such services, no vehicle impounded under this chapter shall be released to its owner until all such fees have been paid directly by the owner to such designated company.
- (F) The provisions and procedures in this section apply to vehicles impounded within the City and County of Broomfield, by a Broomfield Police Officer, and stored at a facility designated by the City and County of Broomfield. The Broomfield Municipal Court shall only have jurisdiction to hear matters under this chapter when the motor vehicle was physically impounded within the City and County of Broomfield by a Broomfield Police Officer or other authorized City employee.

10-27-180 - No Conflict with State Law.

This chapter is not intended to authorize any act expressly prohibited by state law, or to forbid any conduct expressly authorized by state law. The provisions of this chapter shall be construed to avoid any such direct and express conflict.

Section 2.

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

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

Introduced a second time and approved on May 26, 2026, and ordered published.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney