Tuesday, July 7, 2026, 6:00 PM
Council Chambers
One DesCombes Drive
Broomfield, CO 80020

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.

1. Meeting Commencement

1.A. Pledge of Allegiance

1.B. Review and Approval of Agenda

2. Petitions and Communications

2.A. Proclamation Declaring July 2026 as Park and Recreation Month

3. Councilmember Reports

4. Public Comment

5. Reports

6. Consent Items

6.A. Louisville Turkey Trot 5K 2026 Event Sponsorship to Benefit Community Food Share

7. Action Items

7.A. Xcel Energy Franchise Agreement - (Ordinance No. 2307 - Second Reading Public Hearing)

7.B. Establishing a Temporary Moratorium on Data Centers - (Ordinance No. 2313 - Second Reading and Public Hearing)

7.C. Electric Vehicle (EV) Charging as Primary Permitted Use in Non-Residential Districts (Ordinance No. 2301 - First Reading)

7.D. Water Utilities Sewer Collection Master Plan Agreement (Resolution No. 2026-68)

7.E. Metropolitan Districts Model Service Plan (Resolution No. 2026-89)

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: July 1, 2026

Memo Park and Recreation Month - July, 2026
Prepared By: Clay Shuck, Director of Operations, Parks, Recreation and Senior Services

Summary

View Correspondence
View Presentation

The Broomfield Mayor and Councilmembers recognize the dedication of park and recreation professionals, seasonal workers, and volunteers, as well as the profound impact that parks and recreation resources have on the community's well-being.

This year's national theme, "The Power of…", highlights how parks and recreation reveal the power of what connects us, specifically focusing on the power of connection, play, community, nature, belonging, and well-being. This theme is designed to showcase the unique ways public spaces and programs create local impact, from fostering relationships and childhood development to protecting natural habitats and ensuring everyone feels valued in a welcoming environment.

The National Recreation and Park Association (NRPA) is a national organization that champions the advancement of public parks, recreation, and conservation. NRPA annually establishes July as Park and Recreation Month to recognize the more than 160,000 full-time professionals, alongside hundreds of thousands of part-time, seasonal workers, and volunteers who maintain our country's local and community parks.

The Mayor would like to recognize the hard work of these employees and officially proclaim July 2026 as Park and Recreation Month in Broomfield.

Financial Considerations

N/A

Prior Council or Other Entity Actions

On July 12, 2022, Council proclaimed July, 2022, as Park and Recreation Month

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

N/A

Alternatives

N/A

Proclamation

PROCLAMATION DECLARING JULY 2026 AS
PARK AND RECREATION MONTH IN THE CITY AND COUNTY OF BROOMFIELD

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City and County of Broomfield ; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, the City and County recognizes the benefits derived from parks and recreation resources.

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

PARK AND RECREATION MONTH IN BROOMFIELD

In witness whereof, I hereunto set my hand and official seal on this the 7th day of July 2026.

Guyleen Castriotta
Mayor

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, July 7, 2026, 6:00 PM
Agenda Category: Consent Items
Agenda Item: 6A
Subject: Louisville Turkey Trot 5K 2026 Event Sponsorship to Benefit Community Food Share

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Overview

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The Louisville Turkey Trot 5K, scheduled for November 26, 2026, has requested sponsorship from the Council. Although Council previously approved a slate of 2026 events on January 27, 2026, this event was not included. Under the current policy (Resolution No. 2024-134), new event requests not previously considered must come to Council for formal consent agenda approval. Sponsorship levels for the event, which benefits Community Food Share, range from $750 to $25,000. Council is proposing a $1,500 sponsorship.

Attachments

Memo for Turkey Trot 5K 2026 Event Sponsorship to Benefit Community Food Share .pdf

Louisville Turkey Trot 5K 2026 Event Sponsorship to Benefit Community Food Share
Prepared By: Kelli Cole, CMO Executive Office Manager

Summary

View Correspondence
View Presentation

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

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

On June 17, representatives for Louisville Turkey Trot 5K requested sponsorship for their 2026 event on November 26, 2026. Proceeds from this event benefit Community Food Share.

Broomfield City Council has not sponsored this event in the recent past. Turkey Trot 5K Sponsorship levels range from $750 to a maximum of $25,000. For the proposed $1,500 contribution, the "Kids Dinner Table" sponsorship tier offers up to four race entries and recognition of the sponsor in event materials and on social media.

Financial Considerations

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

Sources and Uses of Funds	Amount
City Council - Community Sponsorship (01-11100-53460)	$40,000
2026 Sponsorship Slate Approved January 27, 2026	-$34,850
Broomfield High School JAM Sponsorship	-$500
Louisville Turkey Trot 5K Sponsorship to Benefit Community Food Share	-$1,500
Projected Balance	**$3,150**

Prior Council or Other Entity Actions

January 27, 2026 Council Event Sponsorships 2026 Slate

December 10, 2024 Approving Council Event Sponsorship Policy

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

> **That Council's sponsorship of the 2026 Louisville Turkey Trot 5K in the amount of $1,500 be approved.**

Alternatives

Council can decide not to sponsor the event or sponsor the event for a different amount.

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Katie Allen

Meeting Date: Tuesday, July 7, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7A
Subject: Xcel Energy Franchise Agreement - (Ordinance No. 2307 - Second Reading Public Hearing)

Overview

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

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

Attachments

Xcel Franchise Agreement to Ballot 2nd Reading Memo.pdf
Xcel Franchise Agreement Ordinance 2307.pdf
PSCo-Broomfield - Franchise Agreement FINAL(7125990(7126017.1).pdf

Summary

View Correspondence
View Presentation

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

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

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

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

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

Financial Considerations

Under the existing franchise agreement, Xcel collects a 3% fee on each consumer bill and then pays CCOB a 'Franchise Fee' equal to 3% of its gross revenues from gas and electricity sales within the City and County. This averages $3.25-3.5M annually, is revenue for the General Fund. No franchise fee is charged for utility services provided directly to the CCOB for its own use, such as street lighting. The agreement includes an "Underground Program" dedicated to relocating existing overhead electric lines underground. Xcel budgets an amount equal to 1% of the preceding year's Electric Gross Revenues for this purpose. This averages $679,000 per year.

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

Prior Council or Other Entity Actions

Prior Council Action:

- Ordinance No. 2307 was approved on first reading on June 2, 2026.
- Ordinance No. 1872 was approved on August 28, 2007, placing the franchise agreement on the ballot on November 6, 2007, and approved by the voters.
- Ordinance No. 727 approved a franchise with Public Service Company of Colorado, on April 14, 1987.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Ordinance No. 2307 be adopted on second and final reading and ordered published by title.

Alternatives

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

Background on Franchises

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

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

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

What **IS** a franchise agreement?

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

What **ISN'T** a franchise agreement?

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

The franchise agreement **does not set utility rates**. Xcel Energy sets utility billing rates and provides utility assistance and efficiency opportunities as required by Colorado State Statute (Title 24 & 40) and the Colorado Public Utilities Commission (the "PUC") Rules Regulating Electric and Gas Utilities. The franchise does not govern Xcel Energy's plans, designs, or builds of utility infrastructure.

Why does CCOB need a franchise agreement?

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

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

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

Will approving the franchise increase my utility costs?

No. The franchise agreement does not set utility rates, and the franchise fee of 3% is not changing in the proposed franchise agreement. Our utility providers may, at various times, request increases from the PUC, but those terms are not regulated by the franchise agreement with CCOB. The franchise agreement with CCOB is primarily focused on how the utility providers access rights-of-way to provide services to residents in Broomfield.

What is the franchise fee for?

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

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

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

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

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

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

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

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

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

CCOB and Xcel share a commitment to sustainability.

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

Key areas of collaboration and commitment:

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

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

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

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

Where can I find information about energy payment assistance?

Xcel Energy offers income-qualified energy resources. Their website provides detailed information on the programs offered.

Where can I find information about efficiency programs?

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

Changes to the Franchise Agreement

The following is a summary of the major changes to the franchise agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 2307

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

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

Section 1.

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

Section 2.

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

Section 3.

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

Question 1A

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

YES __

NO __

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

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

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

The City and County of Broomfield, Colorado

____

Mayor

Attest:

____

Office of the City and County Clerk

Approved as to form:

NCR

____

City and County Attorney

GAS AND ELECTRIC FRANCHISE AGREEMENT

BETWEEN

THE CITY AND COUNTY OF BROOMFIELD, COLORADO

AND

PUBLIC SERVICE COMPANY OF COLORADO

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

GAS AND ELECTRIC FRANCHISE AGREEMENT

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

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

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

"**City**" means the City and County of Broomfield, a municipal corporation of the State of Colorado.

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

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

"**Company Designee**" means the Company's community relations Area Manager for the City.

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

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

"**Council**" refers to and is the legislative body of the City.

"**Effective Date**" has the meaning ascribed in Section 2.3.

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

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

“**<u>Franchise Fee</u>**” has the meaning ascribed in Section 4.1(A).

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

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

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

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

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

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

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

"**Private Project**" refers to any project not included in the definition of Public Project.

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

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

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

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

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

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

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

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

"**Underground Program**" has the meaning ascribed in Section 12.2(A).

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

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

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

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

ARTICLE 2
GRANT OF FRANCHISE

Section 2.1 Grant of Franchise.

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

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

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

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

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

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

Section 2.2 Conditions and Limitations.

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

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

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

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

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

ARTICLE 3
CITY POLICE POWERS

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

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

Section 3.3 Compliance with Laws. The Company shall promptly and fully comply with all laws, regulations, permits and orders lawfully enacted by the City that are consistent with Industry Standards. To the extent that the Company believes that any City regulations, permits and orders are inconsistent with Industry Standards, the Company shall provide the City with written notice of Company's position that the laws, regulations, permits or orders are inconsistent with Industry Standards and shall provide detail on the specific standard which is implicated including a detailed explanation of why there is a conflict. In the event of such a notification, the Parties agree to meet within a reasonable period of time and discuss resolution of the alleged conflict. Nothing herein provided shall prevent the Company from legally challenging or appealing the enactment or applicability of any laws, regulations, permits or orders enacted by the City. Nothing herein shall prevent the City from seeking judicial enforcement of any laws, regulations, permits or orders enacted by the City.

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

ARTICLE 4
FRANCHISE FEE

Section 4.1 Franchise Fee.

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

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

(C) Changes in Utility Service Industries. The City and the Company recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes may have an adverse impact upon the Franchise Fee revenues provided for herein. In recognition of the length of the term of this Franchise, the Company agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the City, the Company will cooperate with and assist the City in making reasonable modifications of this Franchise Agreement in an effort to provide that the City receives an amount in Franchise Fees or some other form of compensation that is the same amount of Franchise Fees paid to the City as of the date that such initiatives and changes adversely impact Franchise Fee revenues.

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

Section 4.2 Remittance of Franchise Fee.

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

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

(C) Audit of Franchise Fee Payments.

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

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

(2) City Audit. Every three (3) years commencing at the end of the third year of this Franchise, or in the event that the City disagrees with the result of the audit conducted pursuant to subparagraph (1) above and the parties are unable to informally resolve their differences, the City may conduct its own audit at its own expense, in accordance with generally accepted auditing principles applicable to electric and gas utilities that are developed in accordance with the Institute of Internal Auditors, and the Company shall cooperate by providing the City's auditor with non-confidential information that would be required to be disclosed under applicable state sales and use tax laws and applicable PUC rules and regulations.

(3) Underpayments. If the results of a City audit conducted pursuant to Section 4.2(C)(2) above concludes that the Company has underpaid the City by five percent (5%) or more, in addition to the obligation to pay such amounts to the City, the Company shall also pay all reasonable costs of the City's audit. The Company shall not be responsible for the costs of the City's audit when the underpayment is caused by errors from information provided by an entity certified by the Colorado Department of Revenue as a "hold harmless entity" or other similar entity recognized by the Department of Revenue.

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

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

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

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

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

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

ARTICLE 5
ADMINISTRATION OF FRANCHISE

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

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

Section 5.3 **Coordination of Work.**

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

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

Section 5.4 Emergencies and Disasters.

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

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

(1) City Designee – City Manager: (303) 438-6300 and *manager@broomfield.org*;

(2) Public Works: (303) 901-1688 or *Publicworks@broomfield.org*, and

(3) Water Utilities: (720) 665-6193 or *WaterUtilities@broomfield.org* (if the emergency involves Broomfield utilities)

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

(1) Electric Emergency: 800-895-1999

(2) Gas Emergency: 800-895-2999

ARTICLE 6
SUPPLY, CONSTRUCTION AND DESIGN

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

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

Section 6.3 **Service to City Facilities.**

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

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

Section 6.4 **Restoration of Service.**

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

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

Section 6.5 Obligations Regarding Company Facilities.

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

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

(1) In a high-quality manner in accordance with Industry Standards;

(2) in a timely and expeditious manner;

(3) in a manner that reasonably minimizes inconvenience to the public;

(4) in a cost-effective manner, which may include the use of qualified contractors; and

(5) in accordance with all applicable laws, ordinances and regulations that are consistent with Industry Standards, subject to the requirements of Section 3.3, and the Tariffs.

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

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

(E) Compliance. Subject to the provisions of Section 3.3 above, the Company and all of its contractors shall comply with the requirements of applicable municipal laws, ordinances, regulations, permits, and standards lawfully adopted that are consistent with Industry Standards, including but not limited to requirements of all building and zoning codes, use of public right-of-way ordinances and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall use commercially reasonable efforts to require that its contractors working in City Streets and Other City Property hold the necessary licenses and permits required by law.

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

Section 6.6 As-Built Drawings; Mapping.

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

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

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

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

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

Section 6.8 Restoration.

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

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

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

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

Section 6.9 Relocation of Company Facilities.

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

(1) the Company and the City agree to cooperate on the location and Relocation of the Company Facilities in the City Streets or Other City Property in order to achieve Relocation in the most efficient and cost-effective manner possible;

(2) the City will provide, at its expense, adequate space in the Streets or Other City Property for the Company to Relocate the Company Facilities. If such space is unavailable, the Company will not be responsible for procuring real estate interests on private property for the Company Facilities; and

(3) subject to Section 6.9(H) below, the Company shall Relocate overhead Company Facilities overhead, and underground Company Facilities underground.

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

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

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

(D) Relocation Request. Prior to the anticipated start of construction for any Public Project, the City shall advise the Company in writing when a Relocation, as set forth in Section 6.8(A) of this Franchise, is required (each a "Relocation Request") by submitting the Relocation Request to the Company's Builder's Call Line[1]. The City's Relocation Request shall be accompanied by (i) the Supporting Documentation, which will include, at a minimum: the plan and profile for the Public Project and the City's proposed corridor where the Company's Facilities should be Relocated within or directly adjacent to the Public Project boundaries (*e.g.* the proposed corridor is not in conflict with the Public Project, existing utilities, or utilities to be relocated as part of the Public Project), base mapping, conceptual design drawings, site plan, lot lines, the final grade/elevation for the Public Project, and any and all design documents in the City's possession at the time of submission of the Relocation Request; and (ii) the City's targeted in service date (*e.g.* the date by which the Company's Relocation should be completed).

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

(1) Within twenty (20) days of receipt of the Relocation Request the Company will notify the City in writing if the information contained in the request is sufficient to provide a sketch as described in Section 6.9(E) below and design and complete the Relocation or if additional information is required.

(2) If the Relocation Request is incomplete or the Company needs additional information, the Company shall identify to the City what additional information is required to design and construct the Relocation, and the City shall promptly provide the additional information reasonably requested so that the Company can complete the design for the Relocation. The Company shall notify the City within twenty (20) days of receipt of such additional information if the Company has the information required to design and construct the Relocation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or substantially change its plans regarding the Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

(3) The City and the Company agree to meet, upon the request of either party, after receipt of the Relocation Request through completion of the Relocation as needed to facilitate their respective projects.

(E) Relocation Performance.

(1) The Company shall, within ninety (90) days following written confirmation by the Company that the Relocation Request includes sufficient information to design the Relocation, provide a sketch with the start and end points of the Relocation, the design specifications and standards (*e.g.* required utility clearances), and the design for the Relocation to the City for its review and approval. City's review and approval will include the City's incorporation of the running line where the Company's Facilities should be Relocated within the City's plan or plan and profile for the Public Project. The City shall provide the Company with the City's updated plan or plan and profile (as applicable) showing the running line for the Company's Facilities and the Company shall have ten (10) days following receipt thereof to review and provide comments, if any, to the City, and the Parties shall attempt to resolve, to the extent possible, any comments during such 10-day period. If no comments are provided by the Company or following resolution by the Parties of any comments submitted, the City shall submit the final updated plan or plan and profile to the City's Engineering Department for formal approval by the City.

(2) Once the Relocation design is approved by the City, the Company will perform the Relocation on or before the City's targeted in service date identified in the Relocation Request, but in no event will the Company have less than one hundred twenty (120) days from the date the City approves the Company's design, issues the permits required to complete the Relocation, and indicates

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

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

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

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

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

(I) Coordination.

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

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

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

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

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

ARTICLE 7
CITY BOUNDARIES

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

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

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

ARTICLE 8
RELIABILITY

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

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

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

ARTICLE 9
COMPANY PERFORMANCE OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

Section 9.4 Third Party Damage Recovery.

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

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

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

ARTICLE 10
BILLING AND PAYMENT

Section 10.1 Billing for Utility Services.

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

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

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

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

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

ARTICLE 11
USE OF COMPANY PROPERTY

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

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

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

ARTICLE 12
UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION LINES

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

Section 12.2 Underground Conversion at Expense of Company.

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

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

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

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

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

(A) Initial Project Evaluation. Upon receipt of an undergrounding request from the City to the Company's Builder's Call Line and the Supporting Documentation, the Company will evaluate the request for compliance with Section 12.2(A) or Section 12.3, whichever is applicable. The Company will notify the City within twenty (20) days of receipt of the request if the Supporting Documentation is insufficient to prepare the Estimate and design for the project. If the City requests a project pursuant to the Underground Program which does not initially meet the requirements (*e.g.* there is insufficient space within the Streets to complete the project, etc.), but the barrier is resolved by the City (*e.g.* the City acquires additional easement or rights-of-way necessary to support the project, etc.), then once resolved the City may re-request the project for evaluation by the Company.

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

(1) The Company will have one hundred and twenty (120) days after confirming the City's written request to design the project meets the criteria to prepare the Estimate and transmit same to the City Designee for review.

(2) The City will have sixty (60) days from receipt of the design plans and Estimate to review and accept or reject the same. If the City does not approve the design plans and Estimate within said sixty (60) day period, the Company's Estimate will be void and the project will be deemed canceled by the Company. If a project is canceled in accordance with this paragraph but the City still wants to move forward with the project, the City will transmit a new undergrounding request to the Company.

(3) If the design and Estimate are acceptable, the City will deliver written acceptance and project authorization. The Company will not proceed with any requested project until the City has provided a written acceptance of the Company's Estimate and project authorization. The City and the Company agree to meet upon the request of either party during the period when the Company is preparing the Estimate to discuss all aspects of the project toward the goal of enabling the Company to prepare an accurate Estimate; such discussion will automatically trigger an extension of the time described in subparagraph (1).

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

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

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

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

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

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

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

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

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

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

(B) Public Projects anticipated by the City.

ARTICLE 13
PURCHASE OR CONDEMNATION

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

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

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

ARTICLE 14
MUNICIPALLY PRODUCED UTILITY SERVICE

Section 14.1 Municipally Produced Utility Service.

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

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

ARTICLE 15
NEXT GENERATION PLANNING

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

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

Section 15.3 Environmental Leadership; Community Support.

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

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

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

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

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

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

ARTICLE 16
TRANSFER OF FRANCHISE

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

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

ARTICLE 17
CONTINUATION OF UTILITY SERVICE

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

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

ARTICLE 18
INDEMNIFICATION AND IMMUNITY

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

Section 18.2 Governmental Immunity Act. Nothing in this Article 18 or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, *et. seq.*) or of any other defenses, immunities, or limitations of liability available to the City by law.

ARTICLE 19
BREACH

Section 19.1 Breach.

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

(1) specific performance of the applicable term or condition to the extent allowed by law; and

(2) recovery of actual damages from the date of such Breach incurred by the Non-Breaching Party in connection with the Breach, but excluding any special, punitive or consequential damages.

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

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

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

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

ARTICLE 20
AMENDMENTS

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

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

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

ARTICLE 21
EQUAL OPPORTUNITY

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

Section 21.2 Employment.

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

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

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

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

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

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

Section 21.3 Contracting.

(A) Contracts. It is the Company's policy to make available to minority, veteran and women owned business enterprises and other small and/or disadvantaged business enterprises the maximum practical opportunity to compete with other service providers, contractors, vendors and suppliers in the marketplace. The Company is committed to increasing the proportion of Company contracts awarded to minority, veteran and women owned business enterprises and other small and/or disadvantaged business enterprises for services, construction, equipment and supplies to the maximum extent consistent with the efficient and economical operation of the Company.

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

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

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

ARTICLE 22
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Section 22.7 Confidential or Proprietary Information; CORA.

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

(1) The City will maintain the confidentiality of the information by keeping it under seal and segregated from information and documents that are available to the public;

(2) The information will be used solely for the purposes stated in the City's request;

(3) The information shall only be made available to City employees and consultants with a business reason to receive such information, and who have been advised by the City of the requirements of this Franchise; and

(4) The information shall be held by the City for such time as is reasonably necessary for the City to address the Franchise issue(s) that generated the request and shall be returned to the Company when the City has concluded its use of the information. The parties agree that in most cases, the information should be returned within one hundred twenty (120) days. However, in the event that the information is needed in connection with any action that requires more time, including, but not necessarily limited to litigation, administrative proceedings and/or other disputes, the City may maintain the information until such issues are fully and finally concluded.

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

(A) As-Built Drawings Confidential. As-Built Drawings provided by the Company will be marked as "Confidential". The City acknowledges that As-Built Drawings are confidential information of the Company and the Company asserts that disclosure to members of the public would be contrary to the public interest. The City shall deny the right of inspection of the Company's confidential information as set forth in C.R.S. §§ 24-72-204(2)(a)(VIII)(A) and (3)(a)(IV), as may be amended from time to time.

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

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

Section 22.9 Payment of Taxes and Fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature page follows.)

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

CITY AND COUNTY OF BROOMFIELD

ATTEST:

____
Clerk, City and County of Broomfield

____
Mayor, City and County of Broomfield

APPROVED AS TO FORM:

Date:______________________, 20_____

____
City and County Attorney, City and County of Broomfield

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation

By:_________________________________
Robert Kenney, President

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

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

WITNESS MY HAND AND OFFICIAL SEAL.

____
Notary Public
My Commission expires: _______________.

(SEAL)

BROOMFIELD CITY COUNCIL

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Nancy Rodgers

Meeting Date: Tuesday, July 7, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7B
Subject: Establishing a Temporary Moratorium on Data Centers - (Ordinance No. 2313 - Second Reading and Public Hearing)

Overview

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

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

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

Attachments

Memo for Proposed Ordinance No. 2313 _ Establishing a Temporary Moratorium on Data Centers - Second Reading .pdf

Ordinance 2313 re data center moratorium.pdf

Summary

View Correspondence
View Presentation

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

(a) houses information technology equipment used for data processing, data storage, or telecommunications; and
(b) has a primary function of delivering information technology services, including:

  (i) providing data storage, processing, and transport services;
  (ii) supporting the delivery of cloud computing services;
  (iii) providing network connectivity services; and
  (iv) supporting artificial intelligence, machine learning, or similar computational services."

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

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

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

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

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

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

Financial Considerations

N/A

Prior Council or Other Entity Actions

N/A

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

> **That Ordinance No. 2313 be adopted on second and final reading and ordered published.**

Alternatives

Do not approve Ordinance No. 2313.

ORDINANCE NO. 2313

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

Recitals.

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

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

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

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

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

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

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

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

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

Section 1.

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

Section 2. Data Center Facility Defined

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

(a) houses information technology equipment used for data processing, data storage, or telecommunications; and
(b) has a primary function of delivering information technology services, including:

- (i) providing data storage, processing, and transport services;
- (ii) supporting the delivery of cloud computing services;
- (iii) providing network connectivity services; and
- (iv) supporting artificial intelligence, machine learning, or similar computational services.

Section 3. Effective Date

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

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

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

The City and County of Broomfield, Colorado

____
Mayor

Attest:

____
Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Lynn Merwin

Meeting Date: Tuesday, July 7, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7C
Subject: Electric Vehicle (EV) Charging as Primary Permitted Use in Non-Residential Districts (Ordinance No. 2301 - First Reading)

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.

Proposed Ordinance No. 2301 contains updates to the Broomfield Municipal Code (BMC) regarding Electric Vehicle (EV) charging stations. During the March 17, 2026 Study Session, staff introduced the proposed EV charging station code update and the proposed topics within the BMC to be addressed. The Broomfield Council provided staff with direction to proceed with modifying the BMC to add new definitions regarding EV charging stations; include EV charging stations as a primary permitted use in specified commercial, industrial, and mixed-use districts; and regulate the placement of EV charging stations and associated equipment on subject sites.

Attachments

Electric Vehicle (EV) Code Update - First Reading Council Memo.pdf
Ordinance No. 2301 (revised 6_24_26).pdf

Summary

View Correspondence
View Presentation
BroomfieldVoice.com

Proposed Ordinance No. 2301 updates the Broomfield Municipal Code (BMC) regarding Electric Vehicle (EV) charging stations to add new definitions, address where they are permitted as primary and accessory uses and regulate their placement within a development site. The proposed update would also substantially align Broomfield's code with the major provisions of HB24-1173, passed by the Colorado Legislature in 2024, to streamline the review process and encourage EV charging infrastructure.

At the March 17, 2026, Study Session, Broomfield Council directed staff to proceed with an update to the Broomfield Municipal Code regarding electric vehicle (EV) charging stations to clarify and streamline the development review process for EV charging stations. Currently, EV charging stations are included under the definition of a "gas station" and are permitted in the same locations as gas stations are permitted. EV charging infrastructure is also permitted as an accessory use in most zone districts. Moreover, EV charging infrastructure is required for most new developments and certain additions, as established with Broomfield's adoption of the Colorado Electric Ready and Solar Ready Code in 2023, now known as the Colorado Low Energy and Carbon Code.

Proposed Ordinance No. 2301 would approve the EV Charging Station Code Update on first reading and schedule a public hearing and second reading on September 8, 2026.

Board and Commission Recommendations

February 9, 2026 - The potential code amendments anticipated with an EV charging station ordinance were presented to the Advisory Committee on Environmental Sustainability (ACES). ACES recommended that the Broomfield Council move forward with considering the adoption of this EV Charging ordinance.

State Action (HB24-1173) and Local Control on Land Use

The Colorado State Legislature adopted HB24-1173, declaring that promoting electric vehicles (EVs) and developing charging infrastructure are matters of mixed state and local concern. To support the rapid adoption of EVs, the state mandates that local governments streamline the permitting process for EV charging systems.

As of January 2024, Colorado had over 108,000 electric vehicles but limited public charging capacity—fewer than 5,000 Level 2 ports and 980 DCFC ports. Consequently, the state is prioritizing the development of a comprehensive charging network. While traditionally land use has been viewed as a matter of local concern, to be governed under local laws, particularly for home rule cities and counties, the state now considers EV infrastructure development a matter of mixed local and statewide interest. As a result, local ordinances must not conflict with state law.

HB24-1173 requires the following to streamline the review process for EV charging systems for covered counties (population over 20,000) and covered municipalities (population over 10,000):

1. Covered entities shall adopt an ordinance or resolution that establishes objective standards and an administrative review process to be used by the entity's permitting agency during its review of applications for EV charger permits.

2. The permit review process for an EV charging system requires that:

    a. The entity shall approve, conditionally approve, or deny any application for an EV charger permit through its administrative review process.

    b. The entity shall not deny or place conditions on an EV charger permit application unless the denial or conditions are for the purpose of reasonably protecting public health or safety.

    c. If the entity denies an application for an EV charger permit, then the entity shall make written findings that the proposed EV charging system would violate the entity's objective standards or would not be reasonably protective of public health or safety. The entity shall provide those findings to the applicant within three business days after the date the application is denied.

    d. An applicant for an EV charging permit that is denied, or has conditions placed on the approval, may appeal the decision to the governing body of the entity (town board, council, county commissioners).

Throughout the process of updating the municipal code, Broomfield planning staff have coordinated with the Colorado Energy Office regarding compliance options. At this time, there are no consequences or penalties for not achieving full compliance with HB24-1173.

Consistent with the long tradition of land use law in Colorado, CCOB's position is that the specific siting and local availability of public EV charging stations remain matters of local concern. Separate from the preemptive requirements imposed by HB24-1173, Council recognizes the need for and value of regulating EV charging systems, which is why Council has already adopted the Colorado Model Electric Ready and Solar Ready Code. Without relinquishing Broomfield's local control in this space, Council can consider and modify the Code provisions regarding Electric Vehicle charging systems.

Technical Background: EV Charging

Electric Vehicle Charging Stations are stationary facilities that provide a charging port for electric vehicles. There are three different types of charging ports, which provide differing levels of charging capacity. The EV charging port is the power supply device that provides electrical current for EVs. One EV charging port provides power for one vehicle. There are three levels of ports for charging, including:

- "Level 1 Charging": Slow charging that provides about 1-2kW of power per hour and uses a standard 120V wall outlet, and is typically only used in residential garages

- “Level 2 Charging”: Mid-speed charging that provides about 7-19 kW of power per hour and uses a 240V outlet, such as the EV chargers at certain CCOB facilities.

- “Direct Current Fast Charging (DCFC)”: High-speed charging that provides about 50-350+ kW of power per hour and uses a 480V three-phase outlet. DCFC are common as public chargers and along highway corridors or commercial properties.

Image of Level 2 and DCFC charging stations
(photo from US Department of Transportation - Charger Types and Speeds)

Proposed Code Updates

Proposed Ordinance 2301 amends certain sections of Title 17 of the Broomfield Municipal Code to streamline the review process for EV charging stations and infrastructure. The ordinance amends and adopts certain definitions and establishes where EV charging stations may be located by right in certain non-residential zone districts. The overarching intent is to promote the installation of new EV charging facilities and infrastructure.

New and Amended Definitions

Electric Vehicle (EV), EV Charging Station, and EV Charging Supply Equipment

Broomfield’s existing regulations for electric vehicle charging as a primary use are established within the current definition of gas stations (BMC 17-04-195). This definition states that if the primary use is for charging electric vehicles, then the use shall be considered a gas station for zoning purposes.

The proposed ordinance would revise the current definition of a gas station to remove the reference to electric charging of vehicles as follows:

- ***Gas Station***. *Gas station means a building and premises used for the retail sale of gasoline, or other fuels for motor vehicles. A gas station may also include accessory uses such as car washes, vehicle vacuums, restaurant/food facilities for sales, and convenience stores. Servicing of vehicles is limited to the checking and adding of* *fluids and air and the cleaning of windows. No other repair or servicing of vehicles is permitted on site.* ~~*If the primary use of a property is electric charging of vehicles, then the use shall be considered a gas station for zoning purposes.*~~

Additionally, the BMC does not currently provide standalone definitions of EVs, EV charging stations, or EV charging supply equipment. The proposed ordinance would establish new definitions to align with the state and industry definitions. The proposed ordinance establishes the following new definitions related to electric vehicles and their charging:

- **Electric Vehicle (EV).** *Electric Vehicle means an automotive-type vehicle for on-road use, including but not limited to, passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, and electric motorcycles, primarily powered by an electric motor that draws current from a building electrical service, EVSE [defined below], a rechargeable storage battery, a fuel cell, a photovoltaic array, or another source of electric current. Off-road, self-propelled electric mobile equipment, including but not limited to, industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, and boats are not considered electric vehicles.*

- **EV Charging Station.** *EV Charging Station means equipment that includes one or more EV charging ports to provide charging for EVs or such other electric vehicle supply equipment, generally located adjacent to dedicated parking spaces for EVs while they charge. An EV charging station may also include accessory uses such as vehicle vacuums, restaurant/food facilities for sales, and convenience stores. Servicing of vehicles is limited to the checking and adding of fluids and air and the cleaning of windows. No other repair, retail sale of gasoline, or servicing of vehicles is permitted on site.*

- **EV Supply Equipment (EVSE).** *Electric Vehicle Supply Equipment (EVSE) has the same meaning as set forth in the Broomfield-adopted Colorado Electric Solar Ready Code, now known as the Colorado Low Energy and Carbon Code, as amended. The current definition is as follows: an electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.*

Compliance with HB24-1173

The proposed code substantially complies with the major elements of HB24-1173. The proposed changes to the BMC supported by Council are outlined below:

- **EV Charging Station as Primary Permitted Use.** Ordinance 2301 proposes to allow EV Charging Stations as a primary use in most commercial, industrial and mixed-use zoning districts. They would continue to be excluded within properties zoned for open space, agricultural, residential, Transitional Overlay Area District, and Transit Oriented Development to preserve the intent of these districts as primarily non-commercial areas or, in the case of the transit-oriented development district, as a transit-supportive, pedestrian-oriented area.

- **EV Charging Station as an Accessory Use.** There are no proposed changes to EV charging stations as an accessory use. EV charging stations and infrastructure are currently allowed to be installed as accessory to a primary use of property in all zone districts.

- **EV Charging Station Equipment Requirements**. The essential equipment associated with the operation of a charging station is proposed to have a minimum required 5-foot setback from adjacent property lines, and to be outside of sight line clearance areas at intersections, as established by Broomfield Standards and Specifications. These potential amendments, if approved by Broomfield, would vary from the required code language in HB24-1173.

  The purpose of Broomfield's proposed variation from HB24-1173 is to promote safety by requiring a minimum setback from public right-of-way or other property lines and limiting the placement of equipment at an intersection that could obstruct the visibility of motorists and others in the vicinity of the intersection.

This section has been left blank intentionally.

Based on Council direction, provided at the March 17, 2026 Study Session, the following table outlines how Proposed Ordinance 2301 varies from HB24-1173.

HB24-1173 Requirement	**Broomfield's Proposed Ordinance No. 2301**
Primary use EV charging stations to be permitted by right in all zoning districts, except in residential and agricultural zone districts which are to be allowed as a use by special review.	Primary use EV charging stations shall be permitted by right in commercial, mixed-use, and industrial zone districts. Primary use EV charging stations in Broomfield will not be permitted in the following zone districts: open space, agricultural, residential, TOAD or TOD zone districts. See table below.
The municipal entity shall approve, conditionally approve, or deny any application for an EV charger permit through the municipality's administrative review process.	Allow an administrative review process for only accessory use EV charging stations and with certain limitations. Primary use EV charging stations will only be permitted through an administrative review process in business, industrial and certain mixed use districts. See table below
The municipal entity shall not deny or place conditions on an EV charger permit application unless the denial or conditions are for the purpose of reasonably protecting public health or safety.	In PUD districts and Urban Renewal Areas, applications for primary use EV charging stations shall be reviewed through the standard public hearing process for site development plans and/or urban renewal site plans.
EV charging stations and associated supply equipment shall be permitted within all minimum established setbacks.	Charging stations and associated electric supply equipment shall not be located within sight distance areas, or within a minimum of 5 feet from adjacent property lines.

The following table outlines where EV charging stations would be permitted by right as a primary use if the proposed code update is approved. Note that the second column identifies what is proposed in this code update, and the third column shows what is required by HB24-1173 and provided for in the Colorado Energy Office's EV Charger Permitting Model Code.

BMC Zone District	Broomfield's Proposed Ordinance	CEO Model Code
Open Space	NP	USR
A-1 Agricultural	NP	USR
RR Rural Residential E-1, E-2, E-3 - Estate R-1 Low-Density Residential R-3 Medium-Low Residential	NP	USR
R-5 Medium-High Residential R-7 High-Density Residential	NP	P
Transitional Overlay Area District (TOAD)	NP	USR
TOD-1 Transit Oriented Development (TOD)	NP	P
B-1 Limited Business B-2 General Business	P	P
MU-1 Suburban Mixed Use, MU-2 Employment Mixed Use	P	P
I-1 Limited Industrial, I-2 General Industrial, I-3 Industrial	P	P

P - Permitted by Right **USR** - Permitted as Use by Special Review **NP** - Not Permitted

Process Changes

In addition to the proposed code amendments, staff is developing and providing a comprehensive guide/factsheet that will be posted to the City and County of Broomfield website to help streamline the permit application and review process for prospective applicants. This factsheet/guide will provide supplemental information on the permitting process for EV charging facilities. Fundamentally, the intent of the guide, which is consistent with HB24-1173, is to provide a clear and concise guide for applicants interested in installing EV charging facilities. The following information will be included on the factsheet/guide:

- A description of the different types of EV charger projects.

- An outline of the BMC requirements for EV charging stations and associated equipment.
- A list of permit submittal requirements for common EV charging projects.
- The approximate review timelines.
- Links to applicable building code requirements, including the Broomfield adopted Colorado Low Energy and Carbon Code.
- Applicable permit fees.

Public Information and Engagement

A Broomfield Voice page has been created. This page provides information regarding the proposed ordinance. Broomfield Voice provides a platform for public engagement, including comments, questions, concerns and support regarding the proposed amendments to Chapter 17 of the Broomfield Municipal Code. Any comments received are provided in the Correspondence folder linked above.

An announcement of the proposed ordinance was provided in the Broomfield Community Update on April 20, 2026, with a link to the Broomfield Voice project page for more information.

Proposed Actions/Recommendations

Should Council wish to adopt the proposed ordinance, it is recommended that…

- Ordinance No. 2301 be adopted on first reading and ordered published in full and
- The second and final reading and a public hearing of the Ordinance be held on September 8, 2026.

Alternatives

- Make no changes to the B.M.C. at this time.

How to Submit Public Comments on this Proposal

Email directly to Planning@broomfield.org

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

ORDINANCE NO. 2301

An Ordinance to amend the Broomfield Municipal Code, Title 17, to revise the regulations for Electric Vehicle Charging Systems and to allow Electric Vehicle Charging Stations in various Broomfield Zone Districts

Recitals.

Whereas, in September 2020, the Council of Broomfield adopted Resolution 2020-169, Greenhouse Gas Reduction Plan, establishing greenhouse gas reduction targets for Broomfield as a community, as well as an organization.

Whereas, one of the recommended actions in the Plan was the establishment of policies and programs that promote low-carbon transportation options and electric vehicles (EV) affecting renewable energy use and emissions reduction.

Whereas, in August of 2023, the City and County of Broomfield approved Ordinance No. 2216 adopting the Colorado Model Electric Ready and Solar Ready Code, which established minimum requirements for the number of EV charging parking spaces for new development and certain existing developments that meet the major renovation or addition threshold.

Where, Ordinance 2216, had an ancillary purpose to ensure there is no duplication in requirements related to EV parking within Title 15, Buildings and Construction, and Title 17, Zoning, of the Broomfield Municipal Code.

Whereas, the City and County of Broomfield believes that the land use regulations for EV charging systems is a matter of local concern, which CCOB has been addressing since 2020.

Whereas, in 2024, the Colorado State legislature passed legislation regarding municipal regulation of Electric Motor Vehicle Charging Systems, HB24-1173, which requires counties over 20,000 and municipalities over 10,000 to facilitate the permitting of EV charging systems by either adopting the EV Charging Model Land Use Code, adopt the permitting process and standards in HB 24-1173, or adopt an ordinance confirming the application of a local code and opting out of revising its codes. The state's basis for regulation in the traditionally local land use regulation space was that developing electric vehicle charging infrastructure as a matter of mixed statewide and local concern.

Whereas, Council desires to, as permitted by C.R.S. § 31-23-316(2)(a)(III), maintain its existing EV local code and also make additional revisions to its existing EV regulations to further streamline the permitting of EV charging systems and the harmonization of definitions associated with EV charging system types set forth in HB24-1173.

Whereas, the amendments proposed in this ordinance also support key strategic outcomes in Broomfield related to mobility and sustainability by revising existing permitting processes and modernizing the existing code.

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

Section 1.

Chapter 17-04 - Definitions, of the Broomfield Municipal Code is amended as follows:

. . .

17-04-105 - Electric Vehicle (EV).

Electric Vehicle **means an automotive-type vehicle for on-road use, including but not limited to, passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, and electric motorcycles, primarily powered by an electric motor that draws current from a building electrical service, EVSE, a rechargeable storage battery, a fuel cell, a photovoltaic array, or another source of electric current. Off-road, self-propelled electric mobile equipment, including but not limited to, industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, and boats are not considered electric vehicles.**

. . .

17-04-126 - EV Charging Station.

EV Charging Station **means equipment that includes one or more EV charging ports to provide charging for EVs or such other electric vehicle supply equipment, generally located adjacent to dedicated parking spaces for EVs while they charge. An EV charging station may also include accessory uses such as vehicle vacuums, restaurant/food facilities for sales, and convenience stores. Servicing of vehicles is limited to the checking and adding of fluids and air and the cleaning of windows. No other repair, retail sale of gasoline, or servicing of vehicles is permitted on site.**

17-04-127 - Electric Vehicle Supply Equipment (EVSE).

Electric Vehicle Supply Equipment (EVSE) has the same meaning as set forth in the Broomfield-adopted Colorado Electric Solar Ready Code, now known as the Colorado Low Energy and Carbon Code, as amended. The current definition is as follows: an electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

. . .

17-04-195 - Gas Station
Gas station means a building and premises used for the retail sale of gasoline, or other fuels for motor vehicles. A gas station may also include accessory uses such as car washes, vehicle vacuums, restaurant/food facilities for sales, and convenience stores. Servicing of vehicles is limited to the checking and adding of fluids and air and the cleaning of windows. No other repair or servicing of vehicles is permitted on site. ~~If the primary use of a property is electric charging of vehicles, then the use shall be considered a gas station for zoning purposes.~~

Section 2.

Chapter 17-20 - B-1 Limited Business District, of the Broomfield Municipal Code is amended as follows:

. . .

17-20-020 - Permitted uses; by right.

The following uses are permitted by right in the B-1 district: Limited business uses, including but not limited to the following:

(A) Banks, savings and loan, and finance companies;
(B) Churches and church facilities;
(C) Medical and dental laboratories;
(D) Offices and clinics;
(E) Municipal buildings;
(F) Parking lots and parking garages;
(G) Personal service shops;
(H) Public and private schools;
(I) Public utility installations excluding repair, storage, and production facilities;
(J) Commercial recreational uses and theaters, indoor;
(K) Restaurants and other eating and drinking places where food is primarily consumed indoors or at outdoor tables. Drive-ins where food is consumed primarily in autos or off-premises are not included;
(L) Retail stores;
(M) Accessory building and uses; ~~and~~
(N) Sexually oriented businesses~~.~~**; and**
(O) EV Charging Stations.

Section 3.

Chapter 17-22 - B-2 General Business District, of the Broomfield Municipal Code is amended as follows:

. . .

17-22-020 - Permitted uses; by right.

The following uses are permitted by right in the B-2 district:

(A) General business uses, including but not limited to the following:

(1) Automobile sales and services;
(2) Banks, savings and loan, and finance companies;
(3) Churches and church facilities;
(4) Hotels and motels;
(5) Membership clubs;
(6) Offices and clinics;
(7) Municipal buildings;
(8) Parking lots and parking garages;
(9) Public recreation areas and facilities;
(10) Personal service shops;
(11) Printing and newspaper offices;
(12) Private schools;
(13) Commercial recreational uses and theaters, indoor;
(14) Restaurants and other eating and drinking places;
(15) Retail and wholesale stores;
(16) Accessory buildings and uses;
(17) Pet shops;
(18) Drive-in restaurants;
(19) Bakery, when products are sold at retail on the premises; ~~and~~
(20) Sexually oriented businesses.; **and**
(21) EV Charging Stations.

Section 4.

Chapter 17-23 - MU-1 Suburban Mixed Use District, of the Broomfield Municipal Code is amended as follows:

. . .

17-23-020 - Permitted Uses; by right.

The following uses are permitted by right in the MU-1 district:

(A) Banks, savings and loan, and finance companies;
(B) Breweries, brewpubs, wineries and distilleries with tasting rooms;
(C) Commercial recreational uses and theaters, indoor;
(D) Commercial services such as plumbing, bakery, food catering, household equipment, and appliance rental and repairs;
(E) Daycares and other childcare facilities;
(F) Food truck court;
(G) Hotels and motels;
(H) Live/work residential dwellings;
(I) Medical and dental laboratories;

(J) Multi-family residential dwellings;
(K) Municipal Uses;
(L) Offices including medical offices and clinics;
(M) Parking structures;
(N) Parks and recreation facilities;
(O) Personal service shops;
(P) Places of worship;
(Q) Public and private schools;
(R) Research and development;
(S) Restaurants and other eating and drinking establishments;
(T) Retail stores;
(U) Studios for arts, crafts and instruction such as dance, yoga and material arts;
(V) Veterinarian clinics including overnight boarding; ~~and~~
(W) Accessory buildings and uses; **and**
(X) EV Charging Stations.

Section 5.

Chapter 17-23.1 - MU-2 Employment Mixed Use District, of the Broomfield Municipal Code is amended as follows:

. . .

17-23.1-020 - Permitted Uses; by right.

The following uses are permitted by right in the MU-1 district:

(A) Assembly processing, treatment, storage, or packaging of products from previously prepared materials such as food, beverages, appliances, electronics, furniture, business machines, and pharmaceuticals;
(B) Banks, savings and loan, and finance companies;
(C) Breweries, brewpubs, wineries and distilleries with tasting rooms;
(D) Commercial recreational uses and theaters, indoor;
(E) Commercial recreational uses, outdoor;
(F) Commercial services such as plumbing, bakery, food catering, household equipment, and appliance rental and repairs;
(G) Data centers;
(H) Daycares and other childcare facilities;
(I) Flex office and flex industrial;
(J) Food truck court;
(K) Hospitals;
(L) Hotels and motels;
(M) Manufacturing, processing and packaging of medical and pharmaceutical supplies, precision or electronic instruments, parts, or tools;
(N) Medical, dental, experimental, and testing laboratories;
(O) Municipal Uses;

(P) Offices including medical offices and clinics;
(Q) Outdoor parking of vehicles for service, delivery, and related purposes when used in conjunction with the principal use and in operable conditions with current license plates;
(R) Outdoor storage of equipment, vehicles, and materials used in conjunction with the principal use, limited to no more than 10% of the lot area, and enclosed and screened by a fence or wall as defined in Section 17-32-140, B.M.C.;
(S) Parking structures;
(T) Parks and recreation facilities;
(U) Personal service shops;
(V) Pet daycares with overnight boarding;
(W) Places of worship;
(X) Public and private schools;
(Y) Research and development;
(Z) Restaurants and other eating and drinking establishments;
(AA) Retail stores;
(BB) Studios for arts, crafts and instruction such as dance, yoga and material arts;
(CC) Veterinarian clinics including overnight boarding;
(DD) Warehouse distribution and wholesale uses; ~~and~~
(EE) Accessory buildings and uses; **and**
(FF) EV Charging Stations.

Section 6.

Chapter 17-24 - I-1 Limited Industrial District, of the Broomfield Municipal Code is amended as follows:

. . .

17-24-020 - Permitted uses; by right.

The following uses are permitted by right in the I-1 district, provided that all dust, fumes, odors, smoke, vapor, noise, lights, glare, and vibrations are confined to the lot on which the use is located:

(A) Office and commercial uses, limited to the following:
(1) Administrative, office, and research facilities;
(2) Commercial services such as plumbing, electrical bakery, food catering, household equipment, and appliance rental and repairs;
(3) Commuter and business parking;
(4) Indoor entertainment and commercial recreation such as sports arenas, fitness clubs and facilities for volleyball, bowling, soccer, skating, and similar activities;
(5) Medical clinics;
(6) Membership; clubs;

(7) Restaurants or food service intended to serve the industrial employment population or other food service when secondary to the primary permitted use;
(8) Retail sales and service businesses;
(9) Sexually oriented businesses, subject to chapter 5-36, B.M.C.;
(10) Studios for arts, crafts and instruction such as dance, yoga and martial arts; ~~and~~
(11) Temporary sales stands, subject to chapter 17-31, B.M.C.; **and**
(12) EV Charging Stations.

Section 7.

Chapter 17-26 - I-2 General Industrial District, of the Broomfield Municipal Code is amended as follows:

. . .

17-26-020 - Permitted uses; by right.

The following uses are permitted by right in the I-2 district, provided that they are conducted in a manner which confines all dust, fumes, odors, refuse matter, smoke, vapor, noise, lights, glare, and vibrations within the boundaries of the I-2 district in which they are located:

(A) Office and commercial uses permitted by right in the I-1 district (section 17-24-020, B.M.C.), except for day-care facilities, including child day care facilities, and also permitting the following:
(1) Animal hospitals, day-cares or kennels when at least 200 feet from residential-zoned property;
(2) Building supply yards, or contractor storage yards enclosed and screened by a fence or wall as defined in section 17-32-140, B.M.C.;
(3) Gas stations, service stations or car wash facilities.;
(4) Nurseries and greenhouses and including retail sales.; **and**
(5) EV Charging Stations.

Section 8.

Chapter 17-26.05 - I-3 Industrial District, of the Broomfield Municipal Code is amended as follows:

. . .

17-26.05-020 - Permitted uses; by right.

The following uses are permitted by right in the I-3 district, provided that they are conducted to confine all dust, fumes, odors, refuse matter, smoke, vapor, noise, lights, glare, and vibrations within the boundaries of the I-3 district in which they are located or that they mitigate such impacts on the adjacent uses:

(A) Office and commercial uses, limited to the following:

(1) Administrative, office, and research facilities;
(2) Animal hospitals, day-cares or kennels when at least 200 feet from residential-zoned property;
(3) Building supply yards or contractor storage yards enclosed and screened by a fence or wall as defined in section 17-32-140, B.M.C.;
(4) Commercial services such as plumbing, electrical, bakery, food catering, household equipment, and appliance rental and repairs;
(5) Commuter and business parking;
(6) Gas stations, service stations or car wash facilities;
(7) Nurseries and greenhouses and including retail sales;
(8) Sexually oriented businesses, subject to chapter 5-36, B.M.C.; ~~and~~
(9) Temporary sales stands, subject to chapter 17-31, B.M.C.; **and**
(10) EV Charging Stations.

Section 9.

Chapter 17-32 Accessory Buildings and Uses, of the Broomfield Municipal Code is amended as follows:

. . .

17-32-040 - Off-street parking; required spaces.

...

(I) Electric Vehicle Parking Space Requirements. Electric vehicle parking spaces shall be provided consistent with the requirements of Chapter 15-07~~Chapter 15-33~~, the **Colorado Low Energy and Carbon Code** ~~Broomfield Electric Ready and Solar Ready Code~~.

(1) The location of all EV ready and EV installed spaces shall be noted on the site development plan or urban renewal site plan.
(2) The site development plan or urban renewal site plan shall include a note stating the total number of EV capable parking spaces consistent with **Chapter 15-07**~~Chapter 15-33,~~ the **Colorado Low Energy and Carbon** ~~Broomfield Electric Ready and Solar Ready~~ Code to be verified at the time of Building Permit review and issuance.
(3) All non-single-unit residential installations of electric vehicle charging spaces with an installed charger shall include signage identifying spaces as ~~restricted~~ parking for Electric Vehicles. If time limits or vehicle removal provisions are to be privately enforced, regulatory signage including parking restrictions shall be installed immediately adjacent to, and visible from the electric vehicle charging station.
(4) The property owner is not restricted from collecting a service fee for the use of an electric vehicle charger utilized at a required electric vehicle charging space made available to residents, employees, and visitors to the property.
(5) The property owner may limit the use of the electric vehicle charging space to ensure that it remains available for employees and customers of the business.

(6) Multi Unit Residential Development offered for sale to individual homeowners (condominiums) shall provide one EV ready space per unit.

(J) EV Installed parking spaces must comply with requirements from the International Building Code (IBC).

(1) Broomfield counts parking spaces served by EV charging stations toward minimum parking requirements.

(2) Van-accessible parking spaces that are designed to accommodate a person in a wheelchair, served by an EV charging station, and are not designated as a parking reserved for a person with a disability under Colorado Title 42, section 42-4-1208, will be counted as two standard automobile parking spaces.

(3) One parking space served by an EV charging station must meet the ADA design standards for a van-accessible parking space. This space is not required to be designated (signed) as an "accessible parking space."

(K) EV Charging Station Equipment Requirements.

(1) Essential electric vehicle supply equipment associated with the operation of the EV charging station shall meet all sight distance requirements as defined by the Standards and Specifications, and be setback a minimum of 5 feet from adjacent property lines.

(2) The appearance, materials, and dimensions of the EV charging stations and electric vehicle supply equipment shall be determined by current EV charging manufacturing standards and utility design standards.

(3) Screening or landscaping for subject EV charging stations and electric vehicle supply equipment shall not be located within the electrical equipment safety and access distances from national electrical safety standards, including National Fire Protection Association (NFPA) standards, the National Electric Safety Code (NESC), and other relevant national safety standards.

Section 10.

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

Introduced and approved after first reading on July 7, 2026, and ordered published in full.

Introduced a second time and approved on September 8, 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: Ken Rutt, Director of Water Utilites

Meeting Date: Tuesday, July 7, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7D
Subject: Water Utilities Sewer Collection Master Plan Agreement (Resolution No. 2026-68)

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.

A resolution authorizing and approving the agreement by and between the City and County of Broomfield and Carollo Engineers, Inc. for the Engineering Services related to Broomfield Wastewater Collection System Utility Master Plan.

Attachments

Memo - Resolution - Water Utilities Sewer Collection Master Plan Agreement 7-7-26.pdf
Resolution No. 2026-68.pdf
Consultant Agreement Carollo Sewer Collections Master Plan_Carollo Signed.pdf
City and County of Broomfield-CollectionSysMP-Cert 25-26.pdf

Resolution - Water Utilities Sewer Collection Master Plan Agreement
Prepared By: Ken Rutt, Director of Water Utilities, Ronda Jo Ackerman Alford, Superintendent CIP/Construction Inspections

View Correspondence
View Presentation

Summary

Utility planning documents and models establish the essential framework for both new development and redevelopment projects.

Broomfield faces mounting pressure on its aging wastewater infrastructure due to steady growth, infill development, economic redevelopment, and climate variability. Addressing these evolving conditions necessitates a proactive, integrated strategy that goes beyond standard maintenance.

Wastewater Collection System Master Plans act as strategic blueprints rather than mere lists of capital projects. They enable utility providers to assess the current state of the collection system, pinpoint vulnerabilities, and direct investments effectively to support development, minimize risks, and bolster service reliability.

Specifically, a wastewater collection system master plan provides a comprehensive, data-driven evaluation of the sanitary sewer collection system's current condition, capacity, and performance. By forecasting future requirements based on projected development, it recommends specific improvements to maintain an effective and sustainable system.

Sanitary Sewer Collection System master planning is critical for several key reasons:

1. Management of Aging Infrastructure: Planning prioritizes the rehabilitation and replacement of assets based on their criticality and the risk of failure.
2. Addressing Capacity Limits: As commercial growth and new housing strain the system, master plans provide hydraulic analysis to identify bottlenecks and evaluate how future projects will impact performance.
3. Regulatory Compliance: Proactive management helps utilities avoid sanitary sewer overflows (SSOs) and remain in compliance with increasingly stringent state and federal regulations.
4. Resilience and Emergency Readiness: Planning strengthens the City and County of Broomfield's (CCOB) ability to respond to extreme weather events, ensuring long-term system stability.
5. Fiscal Responsibility: Prioritizing projects based on risk and cost-benefit improves capital planning and provides transparency for ratepayers regarding necessary rate adjustments.

Key Components of the Proposed Master Plan
Master planning is an iterative, living process rather than a one-time event.

1. Asset Inventory and Data Collection: Gathering operational records, GIS data, maintenance logs, and as-built drawings to analyze existing assets.
2. Performance Monitoring: Utilizing rain gauges and temporary flow meters to track wet- and dry-weather flows, which is vital for identifying inflow and infiltration (I/I) and calibrating models.
3. Dynamic Hydraulic Modeling: Simulating future and current flow scenarios using collected data to predict the effectiveness of improvements and identify capacity concerns.
4. Condition Assessment Integration: Using CCTV inspections, manhole surveys, and smoke testing to uncover structural defects that flow data might miss.
5. Growth and Land Use Forecasting: Estimating future flow by coordinating with planning departments to align with zoning and development patterns.
6. Capital Improvement Plan (CIP) Development: Creating a prioritized project list with cost estimates and schedules, which may include pipe upsizing, infrastructure rehabilitation, or new vertical assets.

While Broomfield currently utilizes a water model for infrastructure decision-making, it lacks a similar model for the sewer collection system. The proposed project work includes:

- A comprehensive review and modeling of the sanitary sewer collection piping to assess existing and future capacity and plan for capital improvements.
- An analysis of population projections and their subsequent impact on system performance.
- Formal recommendations for upgrading and expanding the collection system, including cost estimation and project phasing.

Engineering Firm Selection Process

In 2022, funding was limited and Broomfield completed sewer modeling on only a small portion of the collection system along the trunk line between US 287 and Main Street. Additional funding has been appropriated and staff is requesting to complete additional engineering services for sewer modeling, including data collection.

Carollo Engineers, Inc. was selected for the Sewer Collection Master Plan based on their expertise in sewer collection master planning, engineering experience and on-going familiarity with Broomfield's Wastewater Treatment Facility and collection system challenges.

Carollo Engineers have been supporting the planning, design, and construction of water and sewer infrastructure since 1933. They have offices across the United States, allowing them to develop expertise and insight in the most recent technologies and issues related to wastewater collection systems. Their work to enhance wastewater systems into assets in a resilient manner has assisted communities for years to accomplish by striking a balance between proven best practices and the latest advancements in treatment technologies. Carollo strives to continuously evolve with the most up-to-date knowledge, developing expert teams across the country.

Carollo Engineers is the design team supporting the Water Recovery Facility Project. In addition, Carollo completed the Utility Master Plan Update. Utilizing the same engineering firm for both the wastewater treatment plant design and the sewer collection system master plan offers significant benefits. This approach ensures hydraulic compatibility, prevents the redundancy of data collection, and optimizes available funding. Furthermore, it guarantees that future flows within the collection system remain perfectly aligned with the specific processes and capacities of the treatment facility.

Broomfield stands to gain several key advantages through using Carollo Engineers this phase of the Wastewater Collection System Utility Master Plan:

- **Integrated System Management:** Because the collection network and wastewater plant function as a single continuous asset, a firm with intimate knowledge of the plant's constraints—such as treatment processes, chemical dosing, and peak load capacity—is better equipped to model and size collection piping.
- **Efficiency in Time and Budget:** Leveraging a firm that already holds institutional knowledge, historical flow models, and municipal system data eliminates the need to pay a new consultant to replicate existing work. This accelerates project delivery and prevents duplicative efforts.
- **Enhanced Infiltration & Inflow (I/I) Planning:** The firm will have an inherent understanding of how stormwater and groundwater intrusion (I/I) impacts treatment plant performance, enabling the design of targeted reduction programs that improve cost-effectiveness.

- **Unified Capital Planning:** A consultant familiar with both system components can develop a cohesive, phased Capital Improvement Plan (CIP). This ensures that infrastructure upgrades are prioritized and balanced across both systems without conflicting objectives.

The 2026 Sewer Fund Capital Project budget includes funding for the wastewater collection system master plan engineering services. The work is expected to take approximately 2 years to complete.

Financial Considerations

The project is projected to be completed within the established budget, as detailed in the following summary of funds.

Sources and Uses of Funds	Amount
Fund 1 Sewer Collection Master Plan (45-70690-55600, 24T0023)	$900,000
Proposed Consulting Agreement: Carollo Engineering, Inc. (Sewer Collection Model)	-$821,500
Design Contingency	-$78,500
Projected Balance	**$0**

Prior Council or Other Entity Actions

On October 28, 2025, Council approved funding for the 2026 Budget.

On September 13, 2022, Council approved agreements for the Utility Master Plan and Engineering Services related to the Wastewater Collection System.

Proposed Actions / Recommendations

If Council desires to proceed with the project and approve the consulting agreement, the appropriate motion is...

That Resolution 2026-68 be adopted.

Alternatives

Not proceed with the proposed project.

RESOLUTION NO. 2026-68

A Resolution Approving an Agreement with Carollo Engineers, Inc., for Engineering Services related to Broomfield Wastewater Collection System Utility Master Plan

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

Section 1.

The agreement, attached hereto, by and between the City and County of Broomfield and Carollo Engineering, Inc. in the amount of $821,500 is hereby approved.

Section 2.

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

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed $78,500.

Section 4.

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

Approved on July 7, 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

CONSULTING AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND CAROLLO ENGINEERS, INC FOR THE PROVISION OF ENGINEERING CONSULTING SERVICES RELATED TO SEWER COLLECTION SYSTEM

1. PARTIES. The parties to this Consulting Agreement (this "Agreement") are the City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Carollo Engineers, Inc. (the "Consultant"), collectively, the "Parties," or individually, a "Party."

2. RECITALS. The recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

   2.1. The City desires to obtain consulting services in connection with the Collection System Master Plan (the "Project").

   2.2. The Consultant provides professional services and is qualified to perform services required by the City for the Project.

3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

   3.1. Obligations of the Consultant.

      3.1.1. *General*. The Consultant shall consult with, advise, and represent the City as the City requires during the term of this Agreement. The Consultant shall act at the direction of the City employee assigned by the City to the Project as Project Manager. The Consultant shall communicate with the City about the Project only through the Project Manager.

      3.1.2. *Basic Services*. The Consultant shall perform the Basic Services described in Exhibit A attached hereto and incorporated by this reference and elsewhere in this Agreement.

      3.1.3. *Extra Services*. Upon the express, written approval of the City, the Consultant shall perform Extra Services. The Consultant shall charge the City for such Extra Services, if any, in accordance with such terms as the City may agree to in writing.

      3.1.4. *Authorization to Proceed*. No work on the Project shall be performed by the Consultant until written Authorization to Proceed has been issued by the City. If the Consultant proceeds with any work prior to receipt of said Authorization, the City is not responsible for payment for such work.

      3.1.5. *Completion Date*. The Consultant shall complete the services of this Agreement within 720 days following the date of the Authorization to Proceed.

   3.2. Obligations of the City.

      3.2.1. *General*. The City shall direct the work and coordinate reviews, approvals, and authorizations of all stages of work. All approvals and authorizations shall be in writing.

      3.2.2. *Changes in Work*. Any changes with regard to the Consultant's cost, time requirements of performance, or scope of the work must be in writing and approved by the Parties hereto prior to any work or services being performed in contemplation of said change.

3.2.3. *Materials and Services to be Furnished by the City*. The City agrees to furnish the Consultant any material in the possession of the City to the extent that such material, in the opinion of the Project Manager, is readily available and will assist the Consultant in performing the work. The Consultant agrees to request such material in advance so as not to jeopardize the work schedule or meeting arrangements. The City shall not unreasonably withhold such material.

3.3. Commencement and Completion.

3.3.1. The Consultant shall commence work on the first working day following receipt of a written Authorization to Proceed issued by the City, or such later date as indicated in the Authorization to Proceed.

3.3.2. If due to Acts of God, public emergency, or acts of a public enemy, it becomes apparent that this Agreement cannot be fully completed within the agreed time, the Consultant shall so notify the City in writing at least thirty days prior to any scheduled completion date, in order that the Consultant and the City may review the work accomplished to date and determine whether to amend this Agreement to provide additional time for completion.

3.4. Payments to Consultant.

3.4.1. *Aggregate Limit*. Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will not exceed $821,500, including reimbursables based on the rates set forth in Exhibit A. The Consultant will complete the Work for the amount shown.

3.4.2. *Billing*. The Consultant shall bill the City monthly for work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City.

3.4.3. *Payment by City*. The City will pay each bill in full within 30 days of receipt of payment request and supporting documentation. Consultant shall furnish such additional documentation as the City shall reasonably require.

3.4.3.1. Detailed invoices for such services shall include (a) date on which services were provided, (b) details of the services provided, (c) and include the purchase order number.

3.4.3.2. Incorrect payments to the Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Agreement or other contracts between the City and the Consultant.

3.4.3.3. Invoicing for Purchase Orders shall be submitted to the project manager and wucipinvoices@broomfield.org.

3.4.4. *Inspection of Records*. The Consultant will permit the authorized agents and employees of the City at reasonable hours, to inspect, review, and audit all records of the Consultant related to this project and the work to be performed hereunder.

3.5. Termination.

3.5.1. *For Cause*. This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least five (5) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach.

3.5.2. *Without Cause*. In addition to the foregoing, this Agreement may be terminated by the City, in whole or in part, for its convenience and without cause of any nature by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further services for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Consultant for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

3.5.3. *Upon Termination*. In the event of such termination, the Consultant will be paid for all services rendered to the date of termination, and upon such payment, all obligations of the City to Consultant under this Agreement will cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

3.6. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultant hereunder. Such suspension may be accomplished by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep its total charges to the City for services under the Agreement to the minimum.

3.7. Laws to be Observed. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.

3.8. Permits and Licenses. The Consultant shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of its services.

3.9. Patented Devices, Materials, and Processes. The Consultant shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark, or copyright and shall indemnify the City for any costs, attorney's fees, expenses and damages which it might be obligated to pay by reason of infringement, at any time during the prosecution or after completion of the work.

4. INSURANCE AND INDEMNIFICATION.

4.1. Standard of Care.

4.1.1. *Professional Liability*. The Consultant shall exercise in its performance of the Basic Services and Extra Services, if any, the standard of care normally exercised by locally recognized consulting organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.

4.1.2. *Indemnification*. The Consultant shall indemnify, defend and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the performance of the Basic Services or Extra Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph 4.1.2. Further, this indemnification is intended to comply with and be subject to Section 13-50.5-102 (8),C.R.S. as amended from time to time.

4.1.3. *No Limitation on Claims*. In any and all claims against the City or against any of its agents or employees by any employee of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 4.1.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subconsultant under Workers' Compensation Act of Colorado or other employee benefit legislation.

4.2. Insurance.

4.2.1. *Purchase and Maintain Insurance*. In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance, from an insurer with an AM Best FSR rating of A- or higher, of the kind, in the amounts, and subject to the conditions shown in the Insurance Requirements attached as Exhibit B.

4.2.2. *Coverage*. Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-referenced insurance.

4.2.3. *Valuable Papers*. Furthermore, the Consultant shall carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data related to the services covered by this Agreement in the event of their loss or destruction until such time as the final submission by the Consultant has been made and accepted by the City.

5. NOTICE AND AUTHORIZED REPRESENTATIVES. Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by email to the authorized representative identified below. Such notice shall be deemed to have been given when the email was sent and received. The City may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) the City requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. The

City must approve a substitute Consultant Representative, and, if no substitute is acceptable, the City may terminate this Agreement. The Parties each designate an authorized representative as follows:

5.1. The City designates the CIP Construction Inspection Superintendent as the authorized representative of the City under this Agreement. Email address is ralford@broomfield.org.

5.2. Consultant designates Jeff Berlin as the authorized representative of the Consultant under this Agreement. Email address is jberlin@carollo.com.

If the Consultant is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.

6. INDEPENDENT CONTRACTOR. **The Consultant is an independent contractor as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.**

7. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Consultant shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Consultant under this Agreement. The Consultant shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants, and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Consultant without the express written consent of the City.

8. NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

9. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Consultant. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Consultant. The City's fiscal year is currently the calendar year.

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

11. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced Agreement documents or exhibits the former shall supersede.

12. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and

of no effect against the City notwithstanding any signatures on such form by a City employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

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

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

15. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

16. DOCUMENTS.

16.1. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the exclusive property of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.2. The City uses Google Workspace (formerly G-Suite), including Google Docs, Sheets and Slides as its management system for City documents and collaboration. The Consultant shall produce all word processed documents, spreadsheets, and slide decks developed for the City under this Agreement using Google Workspace formats, unless otherwise indicated in this Agreement or expressly authorized in writing by the City Representative. No funding or extension on deadlines shall be provided to the Consultant to convert documentation from Microsoft or other format files into Google Workspace formats (i.e. Google Docs and Sheets) or back to the initial format, unless expressly authorized in writing by the City Representative.

17. RECORDS RETENTION. The Consultant shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Consultant for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the CIty upon reasonable notice.

18. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.

19. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.

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

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

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

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

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

25. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.

27. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

28. LAWS TO BE OBSERVED. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.

29. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology

provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.

30. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

[*The remainder of this page is intentionally left blank.*]

This Agreement is executed by the Parties hereto in their respective names as of __________________________, 2026.

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

____
Mayor

APPROVED AS TO FORM:

____
City and County Attorney’s Office

CONSULTANT:

Carollo Engineers, Inc.

Name: Jeffrey S. Berlin
Address: Vice President
11030 Circle Point Road
Suite 400
Westminster, CO 80020

Becky J Luna
Senior Vice President

EXHIBIT A

SCOPE OF WORK

Wastewater Collection System Master Plan

Task 1 – Project Management

Task 1.1 – Project Administration

3 Carollo's project manager will direct and coordinate the efforts of the project team members to deliver all of the components of the City of Broomfield's (City) Wastewater Collection System Master Plan (Project).

4 This task includes managing the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and budget needed to complete the project. This task also includes the preparation of monthly progress reports. The effort of this task is based on a eighteen (18) month project duration.

5 Carollo will prepare and maintain a project schedule with pertinent milestones for the major tasks. Carollo will update the project schedule on a monthly basis as necessary. Carollo will also prepare monthly status reports and project schedule updates that will be submitted with monthly invoices.

Task 1.2 – Monthly Check-in Meetings

6 Carollo will conduct monthly progress meetings for City staff. These brief meetings (~30 minutes) will generally be virtual. The purpose will be to share project progress, progress towards deliverables, and discuss key decisions.

Task 1.3 – Progress Meetings

7 This task includes up to six (6) progress meetings at key milestones throughout the project. These include:

- Kickoff Meeting
- Hydraulic Model Development Meeting
- Model Calibration Meeting
- Condition Assessment Meeting
- System Evaluation Meeting
- Proposed Improvements Meeting

Task 1 Deliverables

- Monthly Invoices and Progress Reports
- Meeting Agenda, Minutes, and Action/Decision Item Log

Task 2 – Data Collection and Review

Task 2.1 – Data Collection

This task consists of data collection and review of the City's existing relevant planning/design documents and design standards to support a capacity evaluation. Carollo will develop a prioritized data collection list that highlights the required data necessary for the project, as well as background reports, and other relevant information. The data collection log will have priorities and City assignments for data collection.

The following shows typical information that will be collected as part of this task, where available:

- Previous reports and planning documents.
- Land use data, general plan, specific plans, and future planned land uses.
- Water billing data.
- GIS data.
- Facility information (pump curves, wet well sizes, lift station set points, emergency power equipment).
- As-Built drawings.
- Relevant SCADA data.
- Historical flow data.
- Operational records for sanitary sewer operations.
- CCTV and maintenance records for sewer lines.
- Known areas of sanitary sewer overflow and/or bottlenecks, and areas with high rates of infiltration and inflow (I/I).
- Proposed development plans on file, including those in discussion stages.
- City design standards.
- Lift station inspection data.
- CMMS/Enterprise Asset Management System Export
- Other relevant documents and data.

Based on a review of the information listed above, Carollo will develop a list of information required to close data gaps, including data missing in the City's GIS database.

Task 2.2 – Collection System Site Visits

This task includes up to two-days of field visits for Carollo to tour and view major collection system facilities to better understand their condition, how they operate, or to confirm flow direction/flow splits. Carollo will coordinate with City staff on the location of facilities to visit. It is assumed that the City will accompany Carollo staff during the site visits.

Task 2 Deliverables

- Data Collection List

Task 3 – Compile Wastewater Collection System GIS Database

Task 3.1 – GIS Data Update

Based on an initial review of the City's existing wastewater collection system GIS database, there are missing data within the database. The City's GIS database does not appear to have ground elevation or manhole rim elevation information. Available lidar or elevation contour data will be used to assign manhole rim elevations.

There is also limited information available to establish pipeline/manhole inverts, however, there is a field called "BENCH_DEPTH" in the City's manhole shapefile that is assumed to be roughly equivalent to the midpoint depth of the sewer mains. This field contains bench depth information for 4,250 manholes out of the total 8,429 manholes in the City's GIS database. This bench depth field, along with the calculated rim/ground levels, will be used to calculate the approximate manhole/pipeline invert for each manhole with data recorded. Manholes with missing bench depth information will be populated as part of Tasks 3.2 through 3.4 by reviewing as-built drawings, where available, and supplemented by supplemental field surveys, and linear interpolation and other reasonable assumptions as appropriate.

Task 3.2 – As-Built Drawing Field Data Entry

As part of this task, Carollo will review available as-built drawings in areas missing bench depth information in the City's GIS database. The exact level of effort of this task is difficult to estimate at this time. For this reason, this task assumes an allowance of up to 140 hours to review the City's as-built drawings and enter invert information from the as-built drawings into the City's collection system GIS database.

Task 3.3 – Supplemental Field Survey

Carollo will contract with subconsultant Precision Surveying & Mapping to conduct field surveying at key locations within the collection system to fill in missing data within the City's GIS database. The purpose of this task is not to survey every manhole missing a bench dept reading in the GIS. Rather, this task is intended to help establish invert/rim elevations for the start/end of pipe runs so that the intermediate manhole/pipes inverts can be calculated using linear interpolation. This task includes a field survey of 271 manholes placed at strategic locations in the system.

Task 3.4 – Manhole/Pipeline Invert Interpolation and GIS Data Scrubbing

Carollo will populate invert elevations for the remaining manholes with missing data as part of this task. Model based automated tools will be used to perform this task. Carollo will also review the invert and rim elevations compiled through Tasks 3.1 through 3.3 to identify/correct errors within the GIS database. The source of information for each manhole/pipeline invert/rim elevations will be tracked as part of this task as well.

Task 3 Deliverables

- Field survey results
- Updated collection system GIS database
- Existing collection system GIS exhibits

Task 4 – Wastewater Flow Analysis

Task 4.1 – Historical Wastewater Flow Analysis

Carollo will analyze the City's existing wastewater flow characteristics utilizing water billing data, historical flow data, as well as data collected from the temporary flow monitoring study (Task 4.2), and other available data sources. The historical average dry weather flow (ADWF), peak dry weather flow (PDWF), and peak wet weather flows (PWWF) will be estimated.

Task 4.2 – Temporary Flow Monitoring Program

Carollo will contract with subconsultant ADS Environmental Services to conduct a temporary flow monitoring program. The flow monitoring program will include up to 20 flow monitoring sites for a period of up two months. The purpose of the flow monitoring program is to collect flow data for hydraulic model calibration and I/I evaluation. The temporary flow monitoring study will capture dry weather flow and wet weather flow. The selection of the flow monitoring locations will be determined based on the understanding of the existing system, such as known deficiencies, historical spills violations, and identified potential I/I areas, which will be gathered through data collection and review process.

Task 4.3 – Wastewater Flow Generation Rate Estimates

Carollo will develop wastewater generation unit factors by land use (including residential, commercial, industrial, and institutional land uses). For each land use, an area-based unit factor (gpd per acre) and an equivalent-dwelling-unit-based unit factor (gpd per EDU) will be developed. This process will utilize water billing data, existing land use information, population information, historical flow data, and the flow data from the temporary flow monitoring program.

Task 4.4 – Develop Average Dry Weather Flow Projections

Carollo will work closely with City Staff to identify and define key assumptions regarding anticipated future growth. Carollo will utilize population projections, combined with land use identified in the General Plan, to develop flow projections throughout the City. Carollo will also summarize and document the associated flows attributed to planned new developments and allocate the flows to the updated hydraulic model.

Task 4.5 – Estimate Existing and Future Peak Wet Weather Flows

Carollo will use the hydraulic model to estimate the existing and future peak wet weather flow (PWWF) as part of this task. The PWWF will be estimated by routing a design storm, which will be developed in consultation with City staff, through the calibrated hydraulic model.

Task 4.6 – Develop Wastewater Flow Projections Technical Memorandum

Carollo will summarize the current and projected wastewater flows/planning criteria developed in Tasks 3.5 through 4.1 in a draft technical memorandum, which will be submitted for the City's review. Comments from the City on the draft technical memorandum will be discussed in one of the project meetings and incorporated into the Draft Master Plan.

Task 4 Deliverables

- Wastewater Flow Projections Technical Memorandum
- Temporary flow monitoring report

Task 5 – Hydraulic Model Development and Calibration

Task 5.1 – Hydraulic Model Software Selection

At the project kick-off meeting, Carollo will hold a discussion with the City to understand the goals of the City's hydraulic modeling program. From these discussions, Carollo will conduct a comprehensive review of all major sewer system hydraulic modeling software applications available on the market. The evaluation will consider hydraulic engines, model features, and costs to the City associated with each software package. Carollo will summarize the results of the evaluation in a technical memorandum, which will be submitted for review and comment by City. This task includes the purchase of the selected modeling software.

Task 5.2 – Hydraulic Model Development

Carollo will construct a comprehensive hydraulic model of the City collection system within the hydraulic modeling software platform. The model will be built using the information compiled in Task 3. Carollo will allocate wastewater flows into the hydraulic model based on recent winter water consumption data and will validate that the model runs without errors and that the model input data is free of anomalies and/or erroneous data.

Task 5.3 – Hydraulic Model Calibration

Carollo will utilize flow data from the City's available historical flow data, flow data from the temporary flow monitoring program for use in model calibration. Dry weather flow calibration will be conducted to ensure that the City's model accurately simulates flows, levels, and velocities measured by the temporary flowmeters for dry weather flow conditions.

Wet weather flow calibration will be conducted based on flow monitoring data collected during the temporary flow monitoring program and/or other recent significant wet weather events. I/I parameters within the model will be adjusted until the modeled flows closely match field measured data. In addition, the model will be checked to ensure that the model accurately simulates levels and velocities during wet weather flow conditions (where such data is available).

Task 5 Deliverables

- Hydraulic Model Selection Technical Memorandum
- Hydraulic model files

Task 6 – Planning and Evaluation Criteria Development

Task 6.1 – Planning and Evaluation Criteria Development

Carollo will develop planning criteria for the evaluation of the collection system. The planning criteria will be based on the City's design standards, industry standard, and other nearby agencies. The criteria will include a number or relevant indicators such as allowable depth of flow over diameter values (d/D), allowable max and minimum velocities, pump station peak flow triggers, force main velocities, minimum allowable gravity pipeline slopes, as well as other factors specific to the City.

Task 6 Deliverables

- Proposed planning and evaluation criteria

Task 7 – System Evaluation and Capital Improvement Plan

Task 7.1 – Develop and Analyze Model Runs for Current and Future Conditions

Using the calibrated hydraulic model, Carollo will evaluate the system performance for average day and peak wet weather flow scenarios for the existing system. The evaluation will be conducted to simulate existing and future conditions for both dry and wet weather flow conditions. Capacity deficiencies will be identified based on the planning criteria established in Task 6.

Carollo will provide GIS shapefiles of the modeled pipelines that includes existing and future flows (peak dry and peak wet weather) and maximum d/D.

Task 7.2 – Develop System Improvements for Existing and Future Flows

Carollo will develop improvements to mitigate existing system deficiencies based on the performance criteria established in Task 6. Improvements developed to mitigate existing deficiencies will be sized for future conditions. Recommended improvements will also be developed to serve future users. Additional recommendations to monitor, trace, and mitigate I/I within the collection system will also be identified, targeting areas with the highest I/I. These additional recommendations may include additional long-term flow monitoring, wet weather CCTV inspection, smoke testing, and/or rehabilitation.

Task 7.3 – Collection System Risk Assessment

Carollo will conduct a desktop condition assessment of the existing sanitary sewer collection system based on historical CCTV inspection results, as well as age, material, installation date, and City input. Carollo will utilize findings from the desktop assessment to develop estimates of remaining useful life for pipeline assets. These estimates will serve as initial parameters for determining the optimal replacement timing and will be used to calculate a likelihood of failure (LOF) score for each asset.

Carollo will establish the consequence of failure (COF) scores for the assets in terms of:

- Impact of failure to the environment
- Impact to customers (number and type of connections)
- Impact to health and safety (hospitals, schools, etc.)
- Ability to return the asset to service
- Estimated repair costs

Pipeline segments will be scored based on the above identified criteria, with the weighted summation equating to the COF Score for each segment of pipeline identified.

Carollo will then combine the LOF and COF scores to calculate risk scores. Assets will be sorted by risk to verify that known areas of concern are appropriately ranked. These scores will be used to schedule capital replacement projects within the overall planning effort included in the capital improvement plan. The task assumes that historical CCTV inspection data will have condition scores and unique identifiers linking to the GIS database.

Task 7.4 – Lift/Pump Station Field Condition Assessment

Carollo's team of discipline leads will conduct a visual inspection of the accessible infrastructure and major equipment at the City's 14 wastewater lift stations. The level of effort for this task is based on a team of 2 people for up to 3 days in the field to assess the condition of the mechanical and electrical equipment at the 14 lift stations.

It is expected that City staff familiar with the infrastructure and equipment at the lift stations will accompany Carollo's assessment team to provide input on maintenance history, reliability issues, and other concerns to be documented. Input from operations, maintenance, and/or management staff during the assessment will be critical to understanding and documenting issues that are not evident from the visual inspections and the criticality of the assets. The Carollo team will also look for code and safety violations and concerns and will record findings as part of this effort. The findings from the visual field assessment will be used to develop planning level recommendations for rehabilitation or improvement projects. This task assumes that the City's lift station asset inventory will be provided from the City from the City's CMMS system.

Task 7.5 – System Evaluation and Recommended Improvements TM

Carollo will develop a technical memorandum documenting the results of Tasks 7.1 through 7.4, and to identify the impact on the system of the future model runs (i.e., describing the impact on the system of the future land use, known developments, and redevelopment). Comments from the City on the draft technical memorandum will be discussed in one of the project meetings and incorporated into the Draft Master Plan.

Task 7.6 – Prepare CIP Cost Estimates and Phasing

Carollo will develop a prioritized Capital Improvement Plan (CIP) as part of this task. The CIP will be phased based on risk, and need in collaboration with City staff and a review of existing and potential revenue streams.

Task 7 Deliverables

- GIS shapefiles of the modeled pipelines that includes existing and future flows
- System Evaluation and Recommended Improvements TM
- Condition Assessment TM
- Draft Capital Improvement Plan

Task 8 – Master Plan Development

Task 8.1 – Draft Report

The Draft Master Plan report will combine the results of assessments, analysis, and recommendations as well as content derived from meetings and workshops. The Draft Master Plan will be submitted for City review and comment.

Task 8.2 – Final Report

Carollo will incorporate the City comments on the Draft Master Plan report. Carollo will deliver report findings, receive, and incorporate City comments.

Task 8.3 – Digital Deliverables

Carollo will provide digital deliverable tools as part of our master plan deliverable, including tools to track Flow/Hydraulic Capacity and CIP spending. Carollo will provide a demonstration of these tools, and the City can determine if customization is required for an additional fee (not budgeted) based on complexity.

Task 8 Deliverables

- Draft Sanitary Sewer Master Plan
- Final Sanitary Sewer Master Plan
- Digital Deliverables

Task 9 – Hydraulic Model Training and On-Going Support

Task 9.1 – Hydraulic Model Training

Carollo will provide in-person group training to the City staff on the use of City's sewer system hydraulic model. The training will consist of 2 in-person training workshops, 6 hours in duration. Note that budget does not include purchase of temporary licenses for training.

Task 9.2 – On-Call Hydraulic Modeling Support

This task includes an allowance for up to $25,000 for additional on-call hydraulic modeling support services.

Assumptions

- The services to be performed by Carollo are intended solely for the benefit of the City. No person or entity not a signatory to the Agreement shall be entitled to rely on Carollo's performance of its services hereunder, and no right to assert a claim against Carollo by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of Carollo's services hereunder.
- Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Carollo for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Carollo.

FEE ESTIMATE
WASTEWATER COLLECTION SYSTEM MASTER PLAN
City of Broomfield, CO

carollo

Task Description	Hours by Classification							Labor	PECE	Printing/ Travel	Subs/ Direct Costs	Subs and Other Direct Expenses[1]	Estimated Fee
	Project Manager	Senior Specialist	Senior Professional	Project Professional	Senior Technician	Word Processing	Total Hours						
	$290	$290	$260	$230	$220	$145			$ 16.00				
Task 1 – Project Management	52	54	46	36	0	0	188	$ 51,000	$ 3,008	$ -	$ -	$ 3,100	$ 54,100
Task 1.1 – Project Administration	16	24	10	4	0	0	54	$ 15,100	$ 864	$ -		$ 900	$ 16,000
Task 1.2 – Monthly Check-in Meetings	18	16	16	12	0	0	62	$ 16,800	$ 992	$ -		$ 1,000	$ 17,800
Task 1.3 – Progress Meetings	18	14	20	20	0	0	72	$ 19,100	$ 1,152	$ -		$ 1,200	$ 20,300
Task 2 – Data Collection and Review	8	10	42	64	10	0	134	$ 33,000	$ 2,144	$ 2,000	$ -	$ 4,200	$ 37,200
Task 2.1 – Data Collection	4	10	22	44	6	0	86	$ 21,200	$ 1,376	$ -		$ 1,400	$ 22,600
Task 2.2 – Collection System Site Visits	4	0	20	20	4	0	48	$ 11,800	$ 768	$ 2,000		$ 2,800	$ 14,600
Task 3 – Compile Wastewater Collection System GIS Database	0	6	40	166	68	0	280	$ 65,300	$ 4,480	$ -	$ 61,220	$ 71,800	$ 137,100
Task 3.1 – GIS Data Update	0	0	8	24	30	0	62	$ 14,200	$ 992	$ -		$ 1,000	$ 15,200
Task 3.2 – As-Built Drawing Field Data Entry	0	4	22	90	24	0	140	$ 32,900	$ 2,240	$ -		$ 2,200	$ 35,100
Task 3.3 – Supplemental Field Survey	0	2	6	16	6	0	30	$ 7,100	$ 480	$ -	$ 61,220	$ 67,800	$ 74,900
Task 3.4 – Manhole/Pipeline Invert Interpolation and GIS Data Scrubbing	0	0	4	36	8	0	48	$ 11,100	$ 768	$ -		$ 800	$ 11,900
Task 4 – Wastewater Flow Analysis	26	28	66	154	48	6	328	$ 79,600	$ 5,248	$ -	$ 131,250	$ 149,700	$ 229,300
Task 4.1 – Historical Wastewater Flow Analysis	4	2	6	24	14	0	50	$ 11,900	$ 800	$ -		$ 800	$ 12,700
Task 4.2 – Temporary Flow Monitoring Program	4	2	4	4	6	0	20	$ 5,000	$ 320	$ -	$ 131,250	$ 144,700	$ 149,700
Task 4.3 – Wastewater Flow Generation Rate Estimates	4	6	14	28	8	0	60	$ 14,700	$ 960	$ -		$ 1,000	$ 15,700
Task 4.4 – Develop Average Dry Weather Flow Projections	2	6	18	34	6	0	66	$ 16,100	$ 1,056	$ -		$ 1,100	$ 17,200
Task 4.5 – Estimate Existing and Future Peak Wet Weather Flows	0	4	10	28	8	0	50	$ 12,000	$ 800	$ -		$ 800	$ 12,800
Task 4.6 – Develop Wastewater Flow Projections Technical Memorandum	12	8	14	36	6	6	82	$ 19,900	$ 1,312	$ -		$ 1,300	$ 21,200
Task 5 – Hydraulic Model Development and Calibration	0	14	52	152	30	4	252	$ 59,700	$ 4,032	$ -	$ -	$ 4,000	$ 63,700
Task 5.1 – Hydraulic Model Software Selection	0	2	4	6	0	4	16	$ 3,600	$ 256	$ -		$ 300	$ 3,900
Task 5.2 – Hydraulic Model Development	0	4	24	80	20	0	128	$ 30,200	$ 2,048	$ -		$ 2,000	$ 32,200
Task 5.3 – Hydraulic Model Calibration	0	8	24	66	10	0	108	$ 25,900	$ 1,728	$ -		$ 1,700	$ 27,600
Task 6 – Planning and Evaluation Criteria Development	8	4	6	14	4	0	36	$ 9,100	$ 576	$ -	$ -	$ 600	$ 9,700
Task 6.1 – Planning and Evaluation Criteria Development	8	4	6	14	4	0	36	$ 9,100	$ 576	$ -		$ 600	$ 9,700
Task 7 – System Evaluation and Capital Improvement Plan	58	70	186	236	32	6	588	$ 147,700	$ 9,408	$ 1,000	$ -	$ 10,400	$ 158,100
Task 7.1 – Develop and Analyze Model Runs for Current and Future Conditions	0	4	20	18	4	0	46	$ 11,400	$ 736	$ -		$ 700	$ 12,100
Task 7.2 – Develop System Improvements for Existing and Future Flows	4	6	10	34	6	0	60	$ 14,600	$ 960	$ -		$ 1,000	$ 15,600
Task 7.3 - Collection System Risk Assessment	4	6	24	60	8	0	102	$ 24,700	$ 1,632	$ -		$ 1,600	$ 26,300
Task 7.4 – Lift/Pump Station Field Condition Assessment	4	28	74	30	4	0	140	$ 36,300	$ 2,240	$ 1,000		$ 3,200	$ 39,500
Task 7.4 – System Evaluation and Recommended Improvements TM	6	10	28	42	6	6	98	$ 23,800	$ 1,568	$ -		$ 1,600	$ 25,400
Task 7.5 – Prepare CIP Cost Estimates and Phasing	40	16	30	52	4	0	142	$ 36,900	$ 2,272	$ -		$ 2,300	$ 39,200
Task 8 – Master Plan Development	22	38	62	126	98	24	370	$ 87,500	$ 5,920	$ -	$ -	$ 6,000	$ 93,500
Task 8.1 – Draft Report	16	20	34	68	14	16	168	$ 40,300	$ 2,688	$ -		$ 2,700	$ 43,000
Task 8.2 – Final Report	4	10	18	34	6	8	80	$ 19,000	$ 1,280	$ -		$ 1,300	$ 20,300
Task 8.3 – Digital Deliverables	2	8	10	24	78	0	122	$ 28,200	$ 1,952	$ -		$ 2,000	$ 30,200
Task 9 – Hydraulic Model Training and On-Going Support	0	8	42	94	4	4	152	$ 36,300	$ 2,432	$ -	$ -	$ 2,500	$ 38,800
Task 9.1 – Hydraulic Model Training	0	2	20	26	4	2	54	$ 12,900	$ 864	$ -		$ 900	$ 13,800
Task 9.2 – On-Call Hydraulic Modeling Support	0	6	22	68	0	2	98	$ 23,400	$ 1,568	$ -		$ 1,600	$ 25,000
Total	174	232	542	1,042	294	44	2,328	$ 569,200	$ 37,248	$ 3,000	$ 192,470	$ 252,300	$ 821,500

Notes:
(1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost, and Project Equipment and Communication Expense billed at $16.00 per hour.
(2) Rates are based on 2026 Billing Rates

SCHEDULE
WASTEWATER COLLECTION SYSTEM MASTER PLAN
City of Broomfield, CO

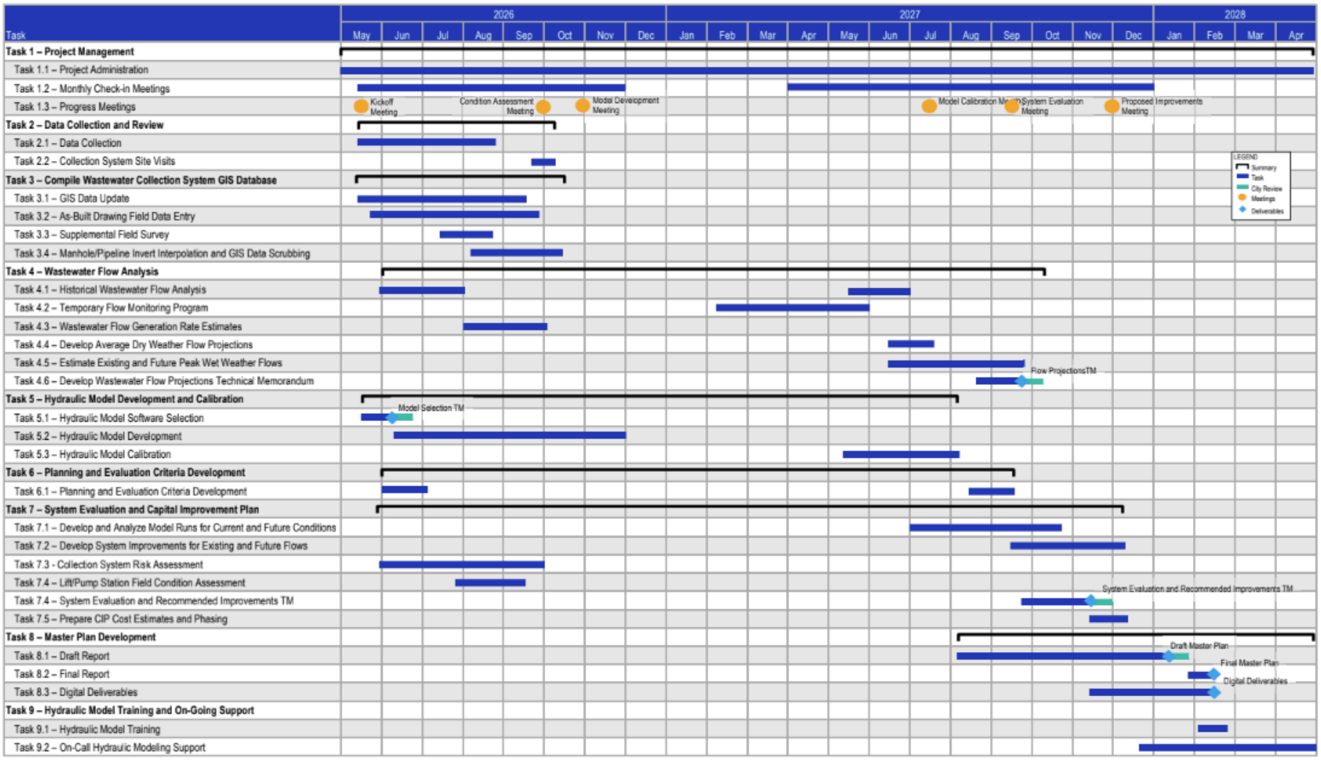

EXHIBIT B

INSURANCE REQUIREMENTS

City and County of Broomfield Insurance Requirements

Including General Liability, Automobile, Workers' Compensation, and Professional Liability

General Requirements (Version dated December 2024)

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

Insurance Requirements

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

Commercial General Liability

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

Minimum limits:

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

Automobile Liability

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

Minimum limits:

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

Workers' Compensation

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

Employer's Liability with minimum limits:

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

Professional Liability

Contractor/Vendor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following coverages:

- Limited Contractual Liability
- If coverage is Claims Made, a retroactive date prior to the inception of the work
- If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased

Minimum Limits:

- $1,000,000 Per Claim
- $2,000,000 General Aggregate

Deviations

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

Certificate Holder/Certificate of Insurance (COI)

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

7/4/2026

DATE (MM/DD/YYYY) 5/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F15767
444 W. 47th St., Ste. 900
Kansas City MO 64112-1906
(816) 960-9000 kcasu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Allied World Surplus Lines Insurance Company	24319
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1472602
CAROLLO ENGINEERS, INC.
2795 MITCHELL DR.
WALNUT CREEK CA 94598-1601

COVERAGES **CERTIFICATE NUMBER:** 23517164 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	Y	Y	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY	Y	Y	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
							DED: COMP/COLL	$ 2,000
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 9730570	7/4/2025	7/4/2026	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	Y	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: $2,000,000; AGGREGATE: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Collection System Master Plan. City and County Broomfield, its officers, board members, agents, employees, and volunteers acting within the scope of their duties for City and County Broomfield are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

23517164
City and County Broomfield
One DesCombes Drive
Broomfield CO 80020-2495

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

Waiver of subrogation applies to general liability, auto liability, professional liability and workers compensation/employer’s liability where allowed by state law and as required by written contract. Contractual liability is included in the general liability subject to the policy terms, conditions and exclusions. General Liability includes severability of interests. Thirty (30) days’ notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days’ notice in the event of non-payment of premium.

Certificate Holder ID: 23517164

City and County of Broomfield

City Council Special Meeting

E. Metropolitan Districts Model Service Plan (Resolution No. 2026-89)

Meeting	Agenda Group
Tuesday, July 7, 2026, 6:00 PM	Action Items Item: 7E.

Presented By
Maddie Guzman, Administrative Analyst

To: Mayor and City Council
From: Jennifer Hoffman, City and County Manager
Presented By: Maddie Guzman

Meeting Date: Tuesday, July 7, 2026, 6:00 PM
Agenda Category: Action Items
Agenda Item: 7E
Subject: Metropolitan Districts Model Service Plan (Resolution No. 2026-89)

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.

Proposed Resolution 2026-89 seeks to adopt a Model Service Plan for Metropolitan Districts in Broomfield to standardize operations and establish formal oversight. Currently, the lack of a standardized charter for these quasi-governmental financing entities has raised community concerns regarding transparency, taxpayer involvement, and financial decision-making. The proposed plan aims to protect future taxpayers by implementing seven regulatory areas focused on enhancing community communication, mandating taxpayer representation on district boards, and imposing stricter limitations on debt maturity and developer financing. By requiring all new and modified districts to adhere to these best practices, the City and County of Broomfield aims to balance development needs with long-term fiscal accountability.

Attachments

Memo for a Model Service Plan for Metropolitan Districts.pdf
Resolution No. 2026-89 Approving a Model Service Plan for Metropolitan Districts.pdf
Model Service Plan DRAFT 7-7-2026.pdf

Summary

View Correspondence
View Presentation

Proposed Resolution 2026-89 would approve a Model Service Plan for Metropolitan Districts (Metro Districts or MDs). Service Plans, similar to a “charter,” govern the MD’s authorized services, financial limits, and operational boundaries. CCOB does not currently have a model service plan. Instead, Metro Districts present their own proposed service plans or service plan amendments for staff’s review and Council’s approval. The Model Service Plan, if adopted, would be the foundational, standardized document mandated by CCOB that dictates what the Metro Districts can and cannot do. It would be applied to any new Metro Districts and when permissible, to any proposed material modifications to an existing Metro District service plan.

The goal of a Model Service Plan is to create a balance between encouraging development and redevelopment within Broomfield while protecting current and future taxpayers. The proposed Model Service Plan aims to establish best practices to act as a protection for future taxpayers, and incorporates standardized parameters based on best practices, regional trends and Council guidance.

In April 2025, staff presented to Council an overview of Metro Districts practices in Broomfield and potential regulations for the creation of future MDs. Metropolitan Districts are an important financing mechanism in Broomfield and across Colorado, allowing developers to fund public infrastructure through tax-exempt bonds repaid by property tax revenues, resulting from approved mills. They construct, operate, and maintain public improvements not covered by existing municipal services. Metro Districts are established under Colorado's Special District Act (Title 32) and the Broomfield City Council authorizes their formation by approving a Service Plan that sets limits and guidelines.

Over the past three decades, Broomfield City Council has approved 49 Metro Districts (41 currently active) with combined mill rates for debt and operations ranging from 8.130 to 84.254. Due to the high number of MDs (over 2,300 in Colorado), concerns about guidance and oversight have led Front Range communities to begin establishing formal, standardized policies. While general local government oversight exists—often limited to regulating service plans, reviewing debt, requiring transparency, and monitoring reports—the MD's function as independent, quasi-municipal corporations. These independent public organizations are governed by an elected Board of Directors who are responsible for all governance and operational management and have limited tax authority to fund both capital improvements and operations via mill levies.

Examples of concerns residents and businesses have communicated to Council members and CCOB staff include:

- Level of transparency and communication by the Metro Districts,
- Opportunities for taxpayers to be involved in processes that affect them,
- Financial decisions and obligations for repayment are determined prior to taxpayer inclusion,
- Information about the status and progress of the development activity, and
- Limitations of MD taxpayers (residents and businesses) to understand and determine complex and long-term financial obligations.

Metropolitan Districts are an important financing tool for development, but many residents and businesses are not aware of the impact of living or operating within an MD. Without a clear understanding of Metropolitan Districts and how they operate, residents have expressed confusion and frustration around the property taxes that result from the MDs. Additionally, the majority of the decisions concerning long-term financing are made in the initial formation of the district, or just after, well before residents purchase or lease housing units or businesses lease space within the district.

While there are already statutory requirements around public notices, a model service plan would clarify and expand Metro Districts' obligations to require transparency and communication to constituents and provide standard guidelines for the structuring of debt.

Financial Considerations

There are no financial considerations for the City and County of Broomfield related to this proposed resolution. There are already staff dedicated to the review and evaluation of Metro Districts' activities and filings. The use of a model service plan will provide greater uniformity in applications for the formation of metropolitan districts, and will ease the burden on CCOB staff in the process of reviewing applications and monitoring service plan compliance for metropolitan districts.

Prior Council or Other Entity Actions

On April 29, 2025, Council heard a presentation introducing Metro District Standard Language and Approach for creating a model service plan.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to adopt the proposed Model Service Plan, the appropriate motion is...

> **That Resolution 2026-89 be approved.**

Alternatives

Do not adopt a Model Service Plan or direct staff on alternative changes. Any new Metro Districts would present their own proposed service plans for staff's review and Council's approval; any amended service plans would also be based on the Metro District's requests and draft.

Current Practices

Broomfield does not currently have a Model Service Plan for Metro Districts. Broomfield's current practices for Metro Districts involve the Council and staff in three key roles: (1) statutory review of new or amended service plans, (2) administrative review of financial plans for debt issuance, and (3) monitoring of annual operational and financial reports. When a developer proposes a new Metro District, the request is routed through the City and County Manager's office to assess project suitability, scope, cost, and community benefits, requiring a rational justification before a draft service plan is submitted to Council. As CCOB lacks a standard service plan form, staff reviews the developer's customized service plan for consistency, focusing on the maximum permitted mill levy, debt authority, and interest rate, and requires a financial plan to be submitted for a 45-day review prior to any bond issuance. Additionally, staff actively monitors all debt issuances by Metro Districts, typically reviewing two to three transactions annually.

Various municipalities in the front range have adopted standardized policies and service plans to apply to the Metro Districts within their communities. CCOB staff met with representatives from the municipalities about their decisions to implement these policies and the staff time taken to implement and enforce the regulations. Common provisions in Metro District policies and model service plans include maximum mill rates, maximum debt terms, limitations on developer-issued debt, reporting requirements, board meeting location requirements, and an independent certification for reasonableness when issuing debt.

Details of the Model Service Plan for Council Consideration

Based on feedback from Council at the April 29, 2025 Study Session and research on best practices, staff has prepared a resolution for Council's consideration to adopt a Model Service Plan. If passed, all new Metro Districts would have to utilize this new Model Service Plan. In addition, any established Metro Districts seeking a material modification to their current service plan, would be required to adopt the regulations outlined in the Model Service Plan.

The proposed Model Service Plans for Metropolitan Districts will standardize the form of Service Plans for newly created MDs throughout the community and implement limitations and greater CCOB oversight in 7 primary areas. Three of the areas focus on MD taxpayer engagement and information while 4 of the areas are focused on implementing limitations on MD debt to protect taxpayers from open-ended debt obligations and to add oversight to developer-related financing.

The 7 primary areas proposed to increase engagement, information, and debt oversight are as follows:

1. Board Recruitment
    - MDs must proactively try to recruit taxpayers/businesses to serve
        - Goal is taxpayers/businesses make up majority of board within 3 years of debt issuance
        - If unable to meet goal, MD must demonstrate recruitment efforts in an Annual Report filed with CCOB
            - Recruitment Efforts include mailed notice of upcoming board openings and elections and posting notice in an easily accessible public location and on a MD's website and social media

The first regulation for consideration is a direct request from Council and Broomfield residents. Currently there is no requirement to recruit taxpayers/businesses to serve on MD boards.

Having taxpayers included on the District Board of Directors will give them more power over the decisions made that will ultimately influence the taxes they will owe as a result of debt being issued by the district and subsequent district mill levies. The 3-year timeline allows the district to begin development and attract tenants in residential and/or commercial units built within the district boundaries. While having taxpayer representation on the board is highly preferred, this mandate allows for districts to show they made the effort to recruit taxpayers to serve but did not have the interest or population numbers to fill the required number of seats.

Metro Districts will need to certify compliance in its Annual Report to CCOB. Noncompliance may impact a MD's ability to issue debt.

2. Communication and Accessibility To The Community
    - Public notices must be posted in an easily identifiable public location, in a circulated local publication, and digitally on the district website and social media; and
    - Mailed notice sent to all residents and businesses within the district is required as follows:
        1. 30 days prior to board candidate filing deadline;

2. 14 days prior to board elections;
3. 30 days prior to board consideration of debt approval;
4. 30 days prior to board consideration of a change to an approved mill levy;
5. 30 days prior to any election seeking an increase to maximum allowed mill levy.

- Board meetings must take place within Broomfield and no more than 2 miles from any boundary of the district.

This second regulation compliments number 1 and was also a request from Council. The proposal builds upon current state requirements to ensure taxpayers within the district have ample opportunity to be made aware of important events and actions being taken by the MD board. It also ensures that MD board meetings are held locally and close to constituent residents and businesses. MDs will be required to certify compliance in the Annual Report to CCOB.

A failure by the MD to meet the required notification standards will result in the district being noncompliant with the service plan and may impact the MDs ability to change/increase its mill levy or issue debt.

3. Development Timing and Status Update Report
    - The Metro District must provide a development timing and status update report that outlines by use category the project and includes the proposed initial development, current status, a five year projection of anticipated development, and the development as anticipated at build-out; and
    - A summary of the MDs outstanding debt identifying the public improvements financed.

Item 3 for consideration comes from a request from Council. This regulation would expand on the MDs required information within the Annual Report provided to CCOB. This is information that would be required beyond that which is required by statute.

As reports are received, a designated staff member will track which districts have submitted the required information and reach out to remind those that have not. Additionally, this information is required to be submitted to CCOB prior to debt issuance by the MD.

4. Itemized Expenditure Report
    - Before issuing debt, the district must provide an itemized expenditure report that shows expenditure costs estimates for the use of funds. The report shall be certified by an independent contractor or engineer.

Currently, there are no requirements for an itemized expenditure report to be provided to CCOB by a Metro District prior to debt issuance. Typically, a best estimate by the developer is included in the financing plan supporting the debt issuance. This added requirement for an itemized expenditure report will make it easier for CCOB staff to assess if adequate revenues are available to support the district's public improvements and allows for oversight that amounts being financed are appropriate to the expenditures. MDs will need to provide this information to CCOB staff when presenting their financial plan prior to debt issuance.

5. Debt Maturity
    a. Maturity of all debt cannot exceed 40 years from the issuance of original debt for the district; and
    b. Refunding of debt is only permitted:
        i. When 10% of the principal of the previous bonded debt has been repaid; or
        ii. When refunding accelerates the final maturity date, due to increased principal payments and/or decreased interest rate.

Item 5 for consideration sets a cap on bond maturity and adopts refunding requirements as a common sense regulation to align with development timelines. Currently there is no requirement that limits the length of debt maturity for Metro Districts in Broomfield. Most of the debt currently outstanding in MDs in Broomfield have maturity dates 20-40 years from their date of issuance, with 3 districts having debt maturing 41+ years after issuance. This provision would limit the amount of interest residents are paying and prevent the debt from existing in apparent perpetuity.

These requirements are directly tied to the issuance of debt. The Metro District would need to adhere to the requirements when submitting its financing plan to CCOB prior to the issuance of debt. CCOB will only consent to the debt issuance by the MD if the requirements are met. The requirements provide CCOB with an additional opportunity at oversight of MD debt.

6. Debt Repayment Schedule
    - The district must begin making payments on interest within 3 years from issuance of debt;
    - The district must begin making payments on the principal within 5 years from the issuance of debt;
    - Subordinate debt is allowed if interest payments begin within 8 years and principal payments begin within 12 years from issuance of the senior debt.

This requirement is fairly straightforward: the district must have a payment plan that includes interest payments on debt within 3 years and principal payments within 5 years from issuance. This allows the district time to develop and attract residents and/or businesses who will pay the mill levies sufficient to cover the bond payments while preventing excess interest from accumulating on the debt due to a lengthy delay in payments. It also aids in creating an amortization schedule that aligns with the 40-year or less timeframe set by provision 5.

Compliance with this requirement would be demonstrated in the Districts' financing plan that gets submitted to CCOB prior to the issuance of debt. CCOB will only consent to the debt issuance by the MD if the requirements are met.

7. Developer Advances
    - Any interest rates on developer advances may not exceed 2% above the lowest interest rate from either (i) the then current 10-year fixed treasury note or (ii) the interest rate from the MD's most recent tax-exempt bond issuance; and
    - Must be structured as simple annual interest, not compounding; and
    - Can only be rolled into the District's secured debt 3 years or more after the date of issuance.

Developer advances are unsecured, subordinated loans from the developer to the Metro District, typically to pay for expenditures that are not covered by the MD's senior secured debt (bonds). The inclusion of a required certified list of expenditures (item for consideration #4) aims to minimize the need for these types of loans, however some may still be necessary as costs change over time or unexpected needs arise. Currently, CCOB has very little oversight or influence on how developer advances are structured. Once enough of the MD's bond(s) has been paid down, the district may choose to roll the developer advance into the MD's secured debt, as long as the total amount of secured debt stays below the set debt cap for the district, placing the full burden of the loan on the taxpayers. The interest rate cap and structure requirement seeks to further align developer advances with debt approved by the board and CCOB. The 3-year waiting period before rolling the loan into the secured debt is an attempt to have taxpayers on the Board before this decision is made to ensure they are included in the conversation.

This requirement would be reviewed with the MD's financing plan submitted to CCOB as part of a debt issuance. CCOB will only consent to the debt issuance by the MD if the requirements are met.

While only new Metro Districts, or those seeking an amendment to their current service plans, would be beholden to the a Model Service Plan, if passed, staff will communicate to current Metropolitan Districts the provisions outlined above and encourage compliance. Many current Metro Districts may already be in alignment with the guidelines listed in the Model Service Plan. Although CCOB would have limited authority to enforce compliance with the provisions outside of debt issuance, the Model Service Plan establishes the expectations to which taxpayers can hold their MDs accountable.

RESOLUTION NO. 2026-89

A resolution approving a Model Service Plan for Metropolitan Districts

Recitals.

Whereas, the City and County of Broomfield, Colorado ("CCOB"), is a county and home rule municipal corporation of the State of Colorado organized and existing pursuant Article XX Section 10 of the Constitution of Colorado.

Whereas, pursuant to Article 1, Title 32, Colorado Revised Statutes, as amended (the "Special District Act"), CCOB has the authority to approve service plans for metropolitan districts organized under the Special District Act that are organized wholly within the Broomfield's boundaries.

Whereas, in order to promote uniformity in the organization and operation of metropolitan districts within Broomfield, in addition to the provisions of the Special District Act, there is a need for the use of a model service plan that governs the formation, powers and operation of metropolitan districts, sets forth certain limitations on metropolitan districts, and provides for transparency and specific CCOB oversight of metropolitan district activities.

Whereas, the use of a model service plan will provide greater uniformity in applications for the formation of metropolitan districts, and will ease the burden on CCOB staff in the process of reviewing applications and monitoring service plan compliance for metropolitan districts.

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

Section 1.

Findings. The recitals to this resolution are incorporated as findings of the Council. This resolution is found to be necessary for the preservation of the public health, safety, and welfare and in the public interest.

Section 2.

Adoption of the Model Service Plan. The Council hereby adopts and approves the model service plan attached hereto to be required of applicants to CCOB that seek approval of a metropolitan district whose boundaries are wholly contained within the jurisdictional boundary of Broomfield. Any future service plan or service plan amendment for a specific metropolitan district remains subject to Council approval.

Section 3.

This resolution is effective upon its approval by the Council.

Approved on July 7, 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

SERVICE PLAN
FOR

[________________] METROPOLITAN DISTRICT

CITY AND COUNTY OF BROOMFIELD , COLORADO

Approved: [___________]

TABLE OF CONTENTS

LIST OF EXHIBITS

I. INTRODUCTION

Pursuant to the Special District Act, this Service Plan consists of a financial analysis and an engineering plan showing how the proposed public improvements and services of the proposed [Inset District Name] will be provided and financed. Approval of this Service Plan by the City and County of Broomfield (the "City") does not imply any approval of a development or improvement plan that is utilized as part of an exhibit in this Service Plan. The following items are included in this Service Plan:

1. A description of the need for the District and services to be provided;
2. A map of District's boundaries and an estimate of the population and valuation of assessment of the District;
3. A capital plan describing the public improvements to be provided and the anticipated costs of those improvements;
4. A financial plan showing how the proposed public improvements and services are to be financed;
5. The maximum amount of authorized debt and maximum allowable interest rate;
6. The maximum mill levy the District is permitted to impose.

The District is intended to service and support the Project. The approximately [___ acre] Project is entirely within the boundaries of the City. The area served by the District is located generally [describe location]. The Project will be [residential/mixed use/commercial] and is anticipated to include approximately [___ units and/or square feet], with build-out projected to occur within approximately [___ (__) years]. At build-out, the assessed valuation of the Project is expected to be approximately [____________ ($____)]. The Project is being developed by [insert Developer].

The Public Improvements anticipated to be provided by the District as part of the Project are estimated to cost [________ ($___)].

II. PURPOSE AND OBJECTIVES OF DISTRICT

A. Purpose and Intent.

This Service Plan is submitted in accordance with the Special District Act. It defines the powers and authorities of the District and describes the limitations and restrictions placed thereon.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan or as provided in the Special District Act or City Code. The purpose of the District will be to provide all or a part of the Public Improvements, as further defined and described in this Service Plan, for the use and benefit of the residents and taxpayers of the District and the general public, subject to such policies, rules, and regulations as may be permitted under applicable law. Such Public Improvements may be located within and without the District's boundaries, as determined by the Board to be in the best interest of the District, and in accordance with the Service Plan. Upon completion to City standards, the District will convey, or cause to be conveyed, to the City such Public Improvements as may be required by the City Approvals or as are agreed to by the District and City in an intergovernmental agreement.

It is the intent of the District to finance the construction or acquisition of all or a part of the Public Improvements. To this end, the District is authorized to implement the Capital Plan and Financial Plan within its boundaries. The District is further organized to provide ongoing operations and maintenance services for Public Improvements that are not dedicated to the City or to another governmental entity to perform such services, subject to the limitations set forth in this Service Plan. The District is also authorized, but not required, to provide covenant enforcement and design review services in accordance with State statute.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that have the means or desire to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. Formation of the District is, therefore, necessary in order to provide the Public Improvements required for the Project in the most economic manner possible.

C. Capital Plan.

This Service Plan includes a Capital Plan set forth in **Exhibit D**, which matches the anticipated public infrastructure needs of the Project. This Service Plan will facilitate the issuance of Debt necessary to finance and construct the Public Improvements for the Project.

D. Financial Plan.

A Financial Plan reflecting the approximate development absorption rates, projected annual revenues and expenditures, anticipated debt issuances and amortization schedules, and a projection of anticipated capital outlays for the construction of Public Improvements to serve the Project is set forth in **Exhibit E**. The parameters in the Financial Plan are based upon current estimates; however, actual results may differ from the Financial Plan based on actual development of the Project and market conditions.

E. Objective of City Regarding Service Plan.

The City's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill

Levy Imposition Term and at a mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Development Fees as limited by Section VI.C.4.

This Service Plan is intended to establish a limited purpose for the District and financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with and supporting the Project. Operation and Maintenance activities are allowed only as specified in this Service Plan, provided for in the City Approvals, or as are agreed to by the District and City in an intergovernmental agreement.

It is the intent of this Service Plan to ensure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy and that no property bears an economic burden for Debt that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. The District is authorized to implement the Capital Plan and Financial Plan within and without its boundaries.

III. DEFINITIONS

In this Service Plan, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Assessed Valuation Adjustment: means if, on or after the date of approval of this Service Plan by the City, changes are made in the method of calculating assessed valuation or any constitutionally or statutorily mandated tax credit, cut, or abatement, the the Maximum Debt Mill Levy and the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes so that, to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the date of approval of this Service Plan by the City, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in residential rate as defined in Section 39-1-104.2, C.R.S., and any constitutional or legislative changes in the actual value against which the assessment rate is applied, shall be deemed to be a change in the method of calculating assessed valuation.

Board: the board of directors of the District.

Capital Plan: a description and pro forma capital plan regarding Public Improvements as set forth in **Exhibit D**.

City: the City and County of Broomfield, Colorado.

City Approvals: means, collectively, (a) the planned unit development (PUD) plan for the areas within the District; (b) the final plat for the areas within the District, (c) the final site plans and/or landscape plans for the areas within the District, (d) the construction plans for the public improvements for areas within the District, (e) the development agreement, subdivision improvement agreement, or public improvement agreement applicable to the areas within the

District, (f) any other agreements between the City and the District relating to the areas within the District, and (g) any amendments made to any of the foregoing documents.

Code: the municipal code of the City and County of Broomfield, Colorado.

Council: the elected Council of the City and County of Broomfield. Colorado.

Debt: bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy. The definition of Debt shall not include intergovernmental agreements that do not contain a pledge of an ad valorem property tax mill levy in the District.

Debt Issuance Plan: an updated financial plan required to be submitted to the City immediately prior to any proposed bond transaction or debt issuance by the District, including any refunding or refinancing of debt by the District, which demonstrates the structure of the proposed transaction, including absorption rates, projected annual revenues and expenditures, and the proposed amortization schedule of the proposed Debt.

Debt Mill Levy: an ad valorem tax (a mill being equal to 1/10th of 1 cent) upon the Taxable Property within the District for the purpose of paying the debt service requirements on Debt, subject to the Maximum Debt Mill Levy, and when applicable the Maximum Combined Mill Levy.

Developer: the owner or owners of the Project, any affiliates of such owners, and their respective successors and assigns other than an End User.

Developer Debt: means bonds, notes, or other multiple-fiscal-year obligations issued to or entered with the Developer for reimbursement of sums advanced or paid by the Developer for funding Public Improvements and/or operations and maintenance expenses, for the payment of which the District has promised to impose, charge, assess and/or levy a mill levy or fees, and/or pledge other revenues. Developer Debt is subordinate to other Debt of the District, and any interest on Developer Debt shall be simple and shall not compound.

Development Fee: the one-time development fee imposed by the District on a per-unit basis, at or prior to the issuance of a certificate of occupancy for the unit, to assist with the planning, development, and financing of the Public Improvements, subject to the limitations set forth in the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District: the [____________] Metropolitan District.

District Boundaries Map: the map attached hereto as part of **Exhibit A-1**, describing the District's boundaries.

End User: any third-party owner, or tenant of any third-party owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. The

Developer or the business entity that constructs residential or commercial structures for the purpose of sale to another person is not an End User.

External Financial Advisor: a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) is an underwriter, investment banker or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: the District's Financial Plan prepared by an External Financial Advisor in accordance with the requirements and limitations of this Service Plan that describes: (i) the manner in which the Public Improvements are to be financed; (ii) the manner in which the Debt is expected to be incurred; (iii) the estimated operating revenue to be derived from property taxes and any fees for the first budget year through the year in which all Debt is expected to be defeased or paid in the ordinary course; and (iv) the District's plan to pay the proposed Debt. The parameters in the Financial Plan are based upon current estimates; however, actual results may differ from the Financial Plan based on actual development of the Project and market conditions.

Inclusion Area Boundaries: the boundaries of the area described in the Inclusion Area Boundary Map intended to be included into the District Boundaries. [Delete this definition if there is no anticipated inclusion area.]

Independent Engineer: an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of providing cost estimates for improvements of a character similar to those of the Public Improvements, which individual, firm or corporation has no substantial interest, direct or indirect, in the District and in the case of an individual, is not a member of the Board, or an officer or employee of the District, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Board or an officer or employee of the District.

Maximum Combined Mill Levy: the maximum combined mill levy the District is permitted to impose, including the Maximum Debt Mill Levy and Maximum Operation and Maintenance Mill Levy, if any.

Maximum Debt Mill Levy: the maximum mill levy the District is permitted to impose for payment of Debt.

Maximum Debt Mill Levy Imposition Term: the maximum term for imposition of a debt service mill levy by the District. The maximum term shall run from the date of the initial issuance of any Debt by the District for the construction of any Public Improvements, regardless of any time delays due to phasing.

Maximum Debt Term: means the maximum debt term for any Debt instrument incurred by the District, including bonds, loans, Developer Debt or developer advances, or other multi-fiscal year financial obligations, and any refunding or refinancing Debt instrument evidencing the District's repayment obligations as set forth in Section VI(C)(3).

Maximum Operation and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for the payment of administrative costs for the District, or for the operations and maintenance costs of Public Improvements.

Project: the development or property commonly referred to as [__________________].

Public Improvements: a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed by the District, as generally described in the Special District Act, except as specifically limited herein, that benefit the District and serve the future residents and taxpayers of the District, as determined by the Board.

Operation and Maintenance Costs: means reasonable and necessary costs of ongoing administration, operation, maintenance, planning, design, acquisition, construction, repair and replacement of all or a portion of the Public Improvements or the provision of services related thereto.

Operation and Maintenance Mill Levy: an ad valorem tax (a mill being equal to 1/10th of 1 cent) upon the Taxable Property within the District for the purpose of paying Operation and Maintenance Costs, subject to the Maximum Operation and Maintenance Mill Levy, and when applicable the Maximum Combined Mill Levy.

Service Area: the property that is served or is intended to be served by the District, which consists of the combined acreage of the Initial District Boundaries and the Inclusion Area Boundaries (if any).

Service Plan: this service plan for the District approved by the City.

Service Plan Amendment: an amendment to the Service Plan approved by the City in accordance with applicable state law.

Special District Act: Sections 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time, including additional requirements imposed by future amendments to the Special District Act.

State: the State of Colorado.

TABOR: Section 20 of Article X of the Colorado Constitution also known as the Colorado Taxpayer's Bill of Rights.

<u>Taxable Property</u>: real or personal property within the District Boundaries subject to ad valorem taxes imposed by the District.

IV. DISTRICT BOUNDARIES

The area within the initial District Boundaries includes [__________] ([__]) acres and the total area proposed to be included into the District (the Inclusion Area Boundaries), if any, is approximately [__________] [___] acres. A legal description and map of the initial District Boundaries and is attached hereto as **Exhibit A-1**. A vicinity map is attached hereto as **Exhibit B**. [If Inclusion Area Boundaries are known include it here and attach legal description and map at Exhibit A-2]. It is anticipated that the District Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Special District Act. The District Boundaries, as they may be changed from time to time, shall be the Service Area.

The District shall not alter its boundaries by inclusion of additional real property outside of the District Boundaries without first providing written notice and a copy of the petition requesting that additional property be included in the District Boundaries to the City and County Manager and City and County Attorney. Upon receipt of the notice and petition, the Council shall within forty-five (45) days either (a) adopt a resolution of approval authorizing the inclusion; or (b) the City acting through the City and County Manager and City and County Attorney shall submit a written waiver of the City's right to require such resolution; or (c) the City acting through the City and County Manager and the City and County Attorney shall file a written objection to the inclusion. Any resolution of approval so adopted or waiver or objection shall be appended to the inclusion petition.

The District shall not provide services to areas outside the Service Area without first providing written notice to the City and County Manager and City and County Attorney that it intends to provide service to areas outside the Service Area. Upon receipt of the notice, Council shall within forty-five (45) days either (a) adopt a resolution of approval authorizing the District to provide service to areas outside the Service Area; or (b) the City acting through the City and County Manager and City and County Attorney shall submit a written waiver of the City's right to require such resolution; or (c) the City acting through the City and County Manager and the City and County Attorney shall file a written objection to providing service outside the Service Area.

V. PROPOSED LAND USE/POPULATION/VALUATION

The Service Area consists of approximately [__________] ([___]) acres of [insert type of use] land. The projected population of the Service Area is expected to be [___________]. The current and projected assessed valuations of the property within the Service Area are set forth in the Financial Plan attached hereto as **Exhibit E.** At build-out, the projected assessed valuation is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within the City Approvals for the Project.

VI. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance activities within and without the District Boundaries as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. The District may provide the following services: parks and recreation, water and sanitary sewer service (including stormwater management services and improvements), safety protection, and street improvements, subject to the limitations set forth herein.

Additional services which are allowed to be provided by the District include: [None or insert proposed services]

Notwithstanding the foregoing, if, after this Service Plan is approved, any State law is enacted or interpreted to grant additional powers or authority to metropolitan districts, such powers and authority shall not be deemed to apply to the District unless this Service Plan is amended. The restrictions in this Service Plan are being voluntarily acquiesced to by the District and shall not be interpreted in any way as a limitation on the District's sovereign power and shall not negatively affect the District's status as a political subdivision of the State.

B. Limitations on District's Powers.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District is authorized to implement the Capital Plan and Financial Plan within and without its boundaries. The District shall dedicate the Public Improvements to the City as called for in the City Approvals,or as are agreed to by the District and City in an intergovernmental agreement. The District shall not be authorized to operate and maintain any part or all of the Public Improvements unless the provision of such operation and maintenance is pursuant to the City Approvals, or as are agreed to by the District and City in an intergovernmental agreement.

2. Fire Protection Limitation.

a. Fire protection shall be provided North Metro Fire Rescue District (the "Fire District") and the District shall not provide fire protection services except as set forth herein.

b. The District shall have the limited power to provide for the financing of and design, acquisition, construction, completion, installation, and extension of fire protection facilities, improvements and equipment, together with the provision of land and easements necessary for the provision of said facilities and improvements.

c. Following acceptance, the fire protection facilities, improvements, and equipment will be transferred to the Fire District for ownership, operation and maintenance. The District's authority to provide limited fire protection services and facilities shall be subject to an intergovernmental agreement between the District and Fire District pursuant to Section 32-1-107(3)(b)(IV), C.R.S. It is the express intent of this Service Plan that the District's authority to provide limited fire protection services and facilities shall be exercised cooperatively with the existing Fire District, rather than authorize the creation of an independent fire department as part of the District.

3. Public Safety Services Limitation.

a. The District is not authorized to provide policing services. However, the District may, pursuant to § 32-1-1004(7), C.R.S. as amended, furnish security services pursuant to an intergovernmental agreement with the City.

b. The District shall have the power to provide for the design, acquisition, construction, financing, completion, and installation of public safety facilities and improvements for a system of traffic and safety controls and devices on streets and highways and at railroad crossings, including but not limited to, signalization, signing and striping, together with all necessary, incidental, and appurtenant facilities, land and easements within and without the District Boundaries.

c. Following acceptance, all safety protection facilities and improvements will be transferred to the City and/or the Colorado Department of Transportation for ownership, operation and maintenance in accordance with City Approvals. However, to the extent the City or another entity does not own, operate, or maintain any of the safety protection facilities and improvements within the District, such facilities and improvements may be owned by the District and operated and maintained by the District or an owners association.

4. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District shall obtain the City's approval of civil engineering plans and shall obtain applicable permits for construction and installation of the Public Improvements prior to performing work thereon.

5. Eminent Domain Limitation. The District shall not exercise the power of eminent domain without a prior resolution of the Council consenting to the exercise of such power.

6. Inclusion Limitation. The District shall not include within its boundaries any property outside the Service Area without having first followed the procedures set forth in

Section IV of this Service Plan. The District shall not include within any of its boundaries any property inside the Inclusion Area Boundaries without having first followed the procedures set forth in Section IV of this Service Plan.

7. Overlap Limitation. The District Boundaries shall not overlap a previously formed metropolitan district providing the same services as the District. Additionally, the District shall not consent to the overlap of boundaries for a subsequently formed metropolitan district providing the same services as the District.

8. Fee Limitation.

a. General. Except for the collection of a Development Fee, no fee related to repayment of Debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a certificate of occupancy for such Taxable Property. Notwithstanding any of the foregoing, the restrictions of this paragraph shall not apply to any fee imposed upon or collected from Taxable Property for the purpose of funding the permitted operation and maintenance costs of the District and which is subject to the Operation and Maintenance Mill Levy.

b. Other Anticipated Fees. The District anticipates imposing the following additional fees: [identify all or state none].

c. Service Plan Amendment Required. Any fee not identified in this Service Plan shall require a Service Plan Amendment prior to imposition.

9. Grants Limitation. The District shall not apply for grant funds distributed by any agency of the United States Government or the State without the prior written approval of the City and County Manager. This does not restrict the collection of fees for services provided by the District to the United States Government or the State.

10. Consolidation and Subdistrict Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without having first obtained the written consent of the City and County Manager and City and County Attorney. The District shall not form a subdistrict without having provided written notice of the proposed formation to the City. The City may elect, within thirty (30) days after such notification, to treat the action as a material modification of this Service Plan. Any subdistrict formed shall be subject to this Service Plan.

11. Bankruptcy Limitation. All limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Land Acquisition Limitation. The purchase price of any land acquired by the District shall be no more than the then-current fair market value as confirmed by an independent MAI appraisal. The District shall not acquire land or easements that would customarily be dedicated to the City or other governmental entities having proper jurisdiction at no cost to such entity, unless said acquisition was a part of the City Approvals. All conveyances by the District to the City shall be dedicated by plat when practical. If dedication by plat is not practical, all conveyances by the District to the City shall be by special warranty deed, shall be conveyed at no cost to the City, shall include an ALTA title policy issued to the City at the District's cost, the District shall satisfy the environmental testing standards of the City, and the District shall comply with any other conveyance prerequisites required in the City. Land and easements dedicated or conveyed to the City shall be free and clear of all liens, encumbrances, easements, and covenants, unless otherwise approved by the City prior to conveyance.

13. Zoning and Land Use Requirements. The District shall be subject to all of the City's zoning, subdivision, building code and other land use requirements.

14. Growth Limitations. The District acknowledges that the City shall not be limited in implementing Council or voter-approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue.

15. Eminent Domain Limitation. The District shall not exercise the power of eminent domain without a prior resolution of the Council consenting to the exercise of such power.

C. Financial Limitations of the District.

1. Initial Debt and Mill Levy Limitation. On or before the effective date of the City Approvals, the District shall not, without the written consent of the City: (a) issue any Debt or Developer Debt; nor (b) impose a mill levy for the payment of Debt or Developer Debt by direct imposition, or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Development Fees used for the purpose of repayment of Debt or Developer Debt.

2. Total Debt Issuance Limitation.

a. The District shall not issue Debt in excess of [$_________]. In order to avoid double counting, the Total Debt Issuance Limitation shall not be applicable to Debt issued to refund existing Debt unless the aggregate principal amount of the Debt issued for refunding purposes exceeds the aggregate principal amount of Debt to be refunded, in which case the difference shall be counted against the Total Debt Issuance Limitation.

b. The District shall not be permitted to issue Debt, nor refinance any Debt, without first submitting a Debt Issuance Plan to the City for review and comment in accordance with Section VII(D) of this Service Plan.

c. Notwithstanding anything herein to the contrary, any obligation of the District for the repayment of Developer Debt shall be included in the Total Debt Issuance Limitation.

3. Maximum Debt Term. Any Debt instrument incurred by the District, including bonds, loans, Developer Debt or developer advances, or other multi-fiscal year financial obligations, and any refunding or refinancing Debt instrument evidencing the District's repayment obligations, shall provide that the District's obligations thereunder shall be discharged no later than forty (40) years after the date the District first incurred any Debt for which the District agreed to impose a Debt Mill Levy as security for repayment, regardless of whether the Debt or obligations are paid in full. For purposes of clarity, the forty (40) year limitation is intended to begin upon the date the District first issued any Debt for which the District agreed to impose a Debt Mill Levy as security for repayment; not forty (40) years from the issuance date of any secondary or subsequent transaction. The intent of this Maximum Debt Term is to limit the overall term of which the District's tax payers will be subject to the payment of a Debt Mill Levy to no greater than forty (40) years from the date a Debt Mill Levy was first imposed by the District.

4. Maximum Debt Mill Levy Imposition Term. The District shall not impose Debt Mill Levy for the repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property within the District which exceeds forty (40) years after the year of the initial imposition of such Debt Mill Levy. Any effort of the District to impose a Debt Mill Levy (or use the proceeds of any mill levy for repayment of Debt) for a period of greater than forty (40) years after the year of the initial imposition of such Debt Mill Levy shall require a material modification of this Service Plan and the approval of the Council.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of

comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

For purposes of this paragraph, “privately placed debt” includes any debt or annually appropriated obligation that is sold to a private entity, including financial institutions, developers, or other private entities, and which no offering document related to such sale is required.

6. Developer Debt Limitation. No agreements or obligations of the District for the payment of Developer Debt shall: (a) allow for the accrual of compound interest; (b) permit the reimbursement of more than $25,000 of the costs of organizing the District; (c) permit the reimbursement of any development security expenses; (d) shall have an interest rate which is greater than two percent (2%) above the lowest interest rate from either (i) the then current 10-year fixed treasury note, or (ii) the interest rate from the District’s most recent tax-exempt bond issuance; and (e) be rolled into or refinanced as senior Debt of the District within the first three (3) years from the date of issuance. Additionally, any instrument evidencing Developer Debt shall provide that the Districts’ obligations thereunder shall be discharged no later than the expiration of the Maximum Debt Term, regardless of whether such obligation is paid in full.

D. Service Plan Amendment Requirement.

This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities, including the contemplated Public Improvements identified in the Capital Plan, under evolving circumstances without the need for numerous amendments. Any material modifications of this Service Plan shall require a Service Plan Amendment and shall be approved by a resolution of the Council.

E. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the District Boundaries. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the preliminary zoning on the property in the Service Area and is approximately [$____________]. The Capital Plan attached hereto as **Exhibit D** includes a description of the type of Public Improvements to be developed by the District, an estimate of the cost of the Public Improvements, and a capital expenditure plan correlating expenditures with development. The actual Public Improvements to be constructed will be determined by the City Approvals, notwithstanding the Capital Plan. The cost, scope, and definition of such Public Improvements may vary over time; however, the District shall be required to obtain costs estimates from an Independent Engineer prior to obtaining materials for the construction of any

Public Improvements or entering into a contract for the construction of any Public Improvements.

All of the Public Improvements constructed by the District will be designed in such a way as to assure that the Public Improvements will be compatible with and complementary to other existing public improvements within the City and shall be in accordance with the City Approvals and City's standards and specifications. All construction cost estimates are based on the assumption that construction conforms to applicable local, State, or Federal requirements.

F. Public Improvements to be Constructed and/or Acquired.

1. The District is authorized to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements necessary for the Project as set forth in the City Approvals. The Capital Plan, attached hereto as **Exhibit D**, provides a general description and preliminary engineering survey, as appropriate, of the currently anticipated on-site and off-site improvements. The Public Improvements generally depicted and described in the Capital Plan have been presented for information only, and the exact design, phasing of construction, and location of the Public Improvements will be determined with the City Approvals. Such decisions shall not be considered to be material modifications of the Service Plan.

2. Notwithstanding anything herein to the contrary, the District shall have the authority to enter into any agreements and intergovernmental agreements deemed necessary to effectuate the long-term plans of the District without further approval from the City, so long as such agreements and intergovernmental agreements are consistent with the provisions of this Service Plan. In addition, the District shall have the authority to seek electorate authorization to effectuate all purposes set forth in this Service Plan in order to comply with all applicable constitutional and statutory requirements.

G. Phasing Deferral.

The District shall have the authority without amending this Service Plan, to defer, forego, reschedule, or restructure the financing parameters as anticipated in the Financing Plan, attached hereto as **Exhibit E**, to better accommodate capital market conditions relating to the issuance of Debt, the pace of growth, resource availability, and potential inclusions of property within the District; provided, however, that any such rescheduling and restructuring shall not include any changes or modifications to the Maximum Debt Mill Levy or Mill Levy Imposition Term. Notwithstanding anything above, any such rescheduling and restructuring undertaken by the District shall not relieve the District or Developer of any obligations to the City required by the City Approvals.

VII. FINANCIAL PLAN

A. Debt Issuance Authority.

The District shall have the authority to issue Debt in order to finance the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements required by the District and City Approvals in accordance with the limitations set forth in this Service Plan. Any Debt issued by the District shall be within the District's Total Debt Authority Limitation and be limited to an amount the District can reasonably pay within the Maximum Debt Term from revenues derived from the Maximum Debt Mill Levy, the Development Fee, and other legally available revenues. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

B. Financial Plan.

1. A Financial Plan is attached hereto as **Exhibit E**, which provides preliminary projections demonstrating that the District can reasonably discharge the proposed Debt, consistent with the requirements of the Special District Act. The District intends to issue only such Debt as the District needs for completion of the Public Improvements and which the District can reasonably pay within the limitations of this Service Plan and within the Maximum Debt Term from revenues derived from the Maximum Debt Mill Levy, the Development Fee, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limitation set forth in Section VI.C.2 above, which Debt shall be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan and shall be phased to serve development as it occurs.

2. The Financial Plan is based on economic, political and industry conditions as they presently exist and reasonable projections and estimates of future conditions. These projections and estimates are not to be interpreted as the only method of implementation of the District's goals and objectives but rather a representation of one feasible alternative. Other financial structures may be used so long as they are in compliance with this Service Plan and will not require a modification of the Service Plan unless such modifications require an increase to the Maximum Debt Term, Maximum Debt Mill Levy Imposition Term, Maximum Debt Mill Levy, or Total Debt Issuance Limitation.

C. Certification of External Financial Advisor.

Prior to the issuance of any Debt, the District will secure the certification of an External Financial Advisor who will provide an opinion as to whether such Debt issuances are in the best interest of the District at the time of issuance. The District shall not issue or undertake any Debt if, in the opinion of the External Financial Advisor, the terms of such Debt are not reasonable and in the best interest of the District and its future End Users based upon the status of development in the District, the projected revenues of the District, the security offered, and other considerations as may be identified by the External Financial Advisor.

D. Debt Issuance Plan.

1. Prior to the issuance of any Debt, the District will submit to the City and County Manager and City and County Attorney a Debt Issuance Plan. The Debt Issuance Plan is an update of the Financial Plan and will demonstrate the structure of the proposed transaction and resultant Debt, including absorption rates, projected annual revenues and itemized expenditures, and the proposed amortization schedule of the proposed Debt. The plan should also include a summary of the District's outstanding debt that identifies the Public Improvements financed; a development or project timing and status update; and if any new capital is raised from the proposed bond transaction, an itemized expenditure report detailing the use of funds. The included timing and status report should outline the development or project by use category for each of the following scenarios: (a) proposed initial development; (b) its current status; (c) a five (5) year projection of anticipated development; and (d) development as anticipated at build-out. If any new capital is being utilized to construct public improvements, the expenditure report should be prepared by an independent contractor or engineer.

2. The City and County Manager and the City and County Attorney shall have forty-five (45) days from the date of receipt of the Debt Issuance Plan in which to object to such Debt Issuance Plan. If the City and County Manager and City and County Attorney fail to object in writing to the District's Debt Issuance Plan within forty-five (45) days of receipt of the Debt Issuance Plan, the City and County Manager and City and County Attorney will be deemed to have approved the Debt Issuance Plan and the District may proceed to issue the Debt in accordance with the Debt Issuance Plan. In the event the City objects in writing within the forty-five (45) day period, the District shall proceed with Debt issuance only with the written consent of the City and County Manager and City and County Attorney, or their designees. In no event shall the City and County of Broomfield be liable for any of the District's Debt.

3. At least fifteen (15) days prior to submitting the Debt Issuance Plan, the District shall submit to the City a Notice of Intent to Issue Debt.

E. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt shall not exceed eight percent (8%), including any rate applicable upon the occurrence of an event of default. If current market conditions support an interest rate greater than eight percent (8%), the maximum interest rate on any Debt may be increased up to ten percent (10%) with administrative approval of the City and County Manager and the City and County Attorney; such increase shall not be considered a material modification of the Service Plan and shall not be subject to the statutory procedures set forth in Section 32-1-207, C.R.S. Any interest rate associated with Debt that is in excess of ten percent (10%) shall be deemed a material modification of the Service Plan. The maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

F. Maximum Debt Mill Levy.

The District may impose an ad valorem tax (a mill being equal to 1/10th of 1 cent) upon the Taxable Property within the District for the purpose of paying the debt service requirements on Debt, subject to the Maximum Debt Mill Levy, and when applicable the Maximum Combined Mill Levy. The Maximum Debt Mill Levy shall not exceed fifty (50) mills. For any Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy, and as a result the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate, provided that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

To the extent that the District is composed of, or subsequently organized into, or or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

G. Maximum Operation and Maintenance Mill Levy.

The District may impose an ad valorem tax (a mill being equal to 1/10th of 1 cent) upon the Taxable Property within the District for the purpose of paying Operation and Maintenance Costs, subject to the Maximum Operation and Maintenance Mill Levy, and when applicable the Maximum Combined Mill Levy. The Maximum Operation and Maintenance Mill Levy that may be imposed for Operation and Maintenance Costs shall not exceed fifteen (15) mills, of which a maximum of five (5) mills may be allocated for District administrative costs, and a maximum of ten (10) mills may be allocated for the operation and maintenance of Public Improvements.

H. Maximum Combined Mill Levy.

The Maximum Combined Mill Levy, which includes both the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy, shall not exceed sixty-five (65) mills.

I. Limitations on Deferred Principal and Interest Payments.

The District shall not issue Debt where accrued and unpaid interest is added to the outstanding principal amount of the Debt for a period of greater than three (3) years from that date of issuance. Principal payments on Debt must begin within five (5) years from the date of issuance. Any junior or subordinate Debt is exempt from the above limitations provided the junior or subordinate Debt satisfies the following conditions: (1) the Debt can be fully repaid within the Maximum Debt Term; (2) the Debt does not exceed the Maximum Voted Interest Rate; and (3) the District begins making payments toward the interest of the junior or subordinate Debt within eight (8) years from the date of issuance of the District's senior Debt and payments toward the principal of the junior or subordinate Debt within twelve (12) years from the date of issuance of the District's senior Debt.

J. Limitations on Refunding or Refinancing Debt.

The refunding or refinancing of outstanding Debt may only be initiated by the District if a minimum of ten percent (10%) of the principal on the existing Debt has been retired. Notwithstanding the foregoing, such actions are permitted if they result in an accelerated final maturity for the outstanding Debt due to: (1) an increase in the required principal payments; or (2) the procurement of a lower interest rate than that of the original Debt.

K. Debt Instrument Disclosure Requirement.

In the text of each instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Debt agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this [bond or other obligations for payment] contained herein, in the resolution of the District authorizing the issuance of this [bond or other obligations for payment] and in the Service Plan for the District.

A substantially similar statement describing the limitations in respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to the public or within a private transaction. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The City may, by written notice to the District, require modifications to the form of this disclosure statement.

L. Debt Repayment Sources.

The District may impose a mill levy on the taxable property within District Boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law, including tax increment revenues pledged to the District by the City or the Broomfield Urban Renewal Authority. In no event shall the debt service mill levy imposed by the District exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term.

The District may also collect a Development Fee, imposed for repayment of Debt and Capital Costs, which Development Fee shall be in an amount as determined at the discretion of the Board, but in no event to exceed [amount provided by Developer and approved by City] per unit, plus a one percent (1%) cost of living adjustment from the date of this Service Plan forward; provided, however, that the District shall not be authorized to impose a Developer Fee against property within the District that is to be used for affordable housing.

M. Security for Debt; Default on Debt.

The District shall not pledge any revenue or property of the City as security for any Debt or any other District obligation. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation. If a court of competent jurisdiction has made a final determination that the District has defaulted on any of its Debt, and such determination is not subject to further appellate review, the District shall be precluded from issuing additional debt, except to refund or refinance its Debt for the purpose of avoiding or curing a default without prior authorization of the Council.

N. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct, and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board.

O. District's Operating Costs.

The cost of planning services, engineering services, legal services, and administrative services, together with the costs of the District's organization and initial operations, are estimated to be [$_______________], which will be eligible for reimbursement from Debt proceeds subject to applicable requirements of federal law.

The first year's operating budget for the District is estimated to be [$_________________], which amount is anticipated to be derived from property taxes and other legally available revenues, including developer advances or other payments.

The District shall be authorized to impose a mill levy to pay or offset the District's operating costs, provided that any mill levy imposed by the District is within the limitations set forth in the Maximum Operation and Maintenance Mill Levy, and if applicable, the Maximum Combined Mill Levy.

P. Developer Debt.

Developer Debt shall be subordinate to other debt of the District and shall be included in the Maximum Debt Issuance Limitation as set forth in this Service Plan. Developer Debt is subject to the Maximum Debt Term, and any obligation of the District to pay any outstanding balance that exists upon expiration of the Maximum Debt Term shall be automatically forgiven.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City and County Clerk no later than September 1 of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall reflect activity and financial events of the District through the preceding December 31st (the "Report Year"). The annual report may be made available to the public by the City, including through the City's website.

B. Reporting of Significant Events.

In addition to the information required to be provided the Special District Act, and more specifically Section 32-1-207(3)(c)(II), C.R.S., the annual report shall include the following:

1. A narrative summary of the progress of the District in implementing the Service Plan for the Report Year;

2. The current year budget of the District, including a description of the Public Improvements to be constructed in such year;

3. Except when exemption from audit has been granted to the District for the Report Year under the Local Government Audit Law, the audited financial statements of the District for the Report Year prepared in accordance with generally accepted accounting principles, including a statement of financial condition (i.e. balance sheet) as of December 31 of the Report Year and the statement of operation (i.e. revenue and expenditures) for the Report Year;

4. Unless disclosed within a separate schedule to the audited financial statements required by Section 32-1-107(3)(c)(II), C.R.S., a summary of the capital expenditures incurred by the District in development of public facilities in a Report Year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the Report Year;

5. Unless disclosed within a separate schedule to the audited financial statements required by Section 32-1-107(3)(c)(II), C.R.S., a summary of the financial obligations of the District at the end of the Report Year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the

Report Year, the amount of payment or retirement of existing indebtedness of the District in the Report Year, the total assessed valuation of all taxable properties within the District as of January 1 of the Report Year, and the current mill levy imposed by the District for payment of Debt in the Report Year;

6. Boundary changes made or proposed to the District Boundaries as of December 31 of the Report Year;

7. A list of any intergovernmental agreements with other governmental entities either entered into by the District or proposed as of December 31 of the Report Year;

8. A summary of any litigation to which the District is a party or has knowledge that involves the Public Improvements as of December 31 of the Report Year;

9. Notice of any uncured events of default by the District, which continues beyond a ninety (90) day period, under any Debt instrument;

10. Notice of any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period;

11. A summary of residential and commercial development which has occurred within the District up to and during the Report Year and that which is anticipated to be undertaken in the five (5) years following the Report Year;

12. A summary of all fees, charges, and assessments imposed by the District as of January 1 of the Report Year;

13. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.

14. If the District first issued Debt more than three (3) years prior to end of the Report Year, either: (a) a statement indicating the District Board is comprised of majority of End Users; or the submission of a summary of the efforts undertaken by the District pursuant to the requirements outlined in the Service Plan to recruit End Users to serve on the Board.

15. A statement indicating the District was compliant in the Report Year with the public and mailed notice requirements outlined in Section IX(D) and (E) of the Service Plan.

IX. DISTRICT GOVERNANCE

A. Board Meetings. All special and regular District meetings shall be open to the public, shall be held at a location within the City limits that is no more than two miles of the District Boundaries and shall include remote access participation and public comment options. Board meetings shall be held on a weekday and begin no earlier than 6 p.m. local time. The

Board shall have regularly scheduled meetings no less than on a quarterly basis; however said regularly scheduled meeting may be cancelled in the event there is no business required for the agenda.

B. Board Membership. The Board shall be comprised of persons who are qualified "eligible electors" of the District as provided by State law. The District shall not enter into any agreement or approve any rule or regulation by which the ability of End Users to be elected to or appointed to the Board is removed or diminished.

C. Board Recruitment. The District shall proactively try to recruit End Users to serve on the Board once the District has End Users that constitute "eligible electors" under the Special District Act, with the goal of having the majority of the Board comprised of End Users within three (3) years of the District having first issued Debt. In the event that the Board is not comprised by a majority of End Users within three years of the District having first issued Debt, the District shall provide to the City proof of the District's efforts at recruiting End Users to serve on the Board. Recruitment efforts shall include: (1) mailing notice of the upcoming election to each address at which one or more eligible electors of the District resides or receives mail at least 30 days prior to the application deadline; (2) posting notice of the upcoming election in an easily accessible public location located within the District Boundaries and on the District's website and social media; and (3) other efforts determined by the District to be prudent.

D. Meeting Notices. In addition to any notice requirements required by the Special District Act or by Section 1-13.5-501, C.R.S., the District shall provide notices of any meeting of the Board as follows: (1) by posting such notice in an easily accessible public location located within the District Boundaries and referenced on the District's website; (2) by printing in a circulated local publication; and (3) by posting such notice digitally on the District's website and social media. District residents shall also have the option to sign up for email notifications from the District.

E. Mailed Notice. Mailed notice is required to each address at which one or more eligible electors of the District resides or receives mail as follows:

1. Thirty (30) days prior to the application deadline for any upcoming election with an open Board position.

2. Fourteen (14) days prior to any Board election.

3. Thirty (30) days prior to any Board consideration of Debt Issuance, including any new Debt and the refunding or refinancing of outstanding Debt.

4. Thirty (30) days prior to any Board consideration of a change to the approved mill levy imposed by the District.

5. Thirty (30) days prior to any District election containing a question seeking an increase to the maximum approved mill levy that may be imposed by the District.

F. Elections. All District elections must be located within two miles of the District's boundaries.

X. DISTRICT TRANSPARENCY

A. Disclosure to Purchasers. The District shall use reasonable efforts to assure that each owner of real property located within the District who sells real property that includes a newly-constructed residential dwelling unit provides to the purchaser of such property such disclosure as is required by Section 38-35.7-110, C.R.S. The notice of disclosure shall include: (1) the Total Debt Authority of the District; (2) the Maximum Debt Mill Levy, and if applicable, the Maximum Operation and Maintenance Mill Levy that may be assessed by the District; and (3) the estimated taxes that may be imposed on the residential property by the District. The form of notice shall be filed with the City and County Clerk prior to the initial issuance of Debt and the imposition of the District's Debt Mill Levy.

B. Annual Notices. In addition to the requirements of the Special District Act, the District shall send the annual notice required by Section 32-1-809, C.R.S. by mail to all property owners within the District Boundaries no later than January 31 of each year.

C. Website. The District shall procure and maintain both a District website and email listserv for the purpose of periodically updating residents on matters involving the District including, but not limited to, the information required by Section 32-1-104.5(3)(a), C.R.S., and any other information that would benefit the residents of and the owners of property within the District The website shall be used primarily for the purpose of District operations and transparency. The website shall not contain marketing materials or ads of any kind promoting the development, developers or homebuilders within the District Boundaries.

D. Meeting Notices Filed with City. A copy of the written notice for every regular or special meeting of the District will be electronically delivered to the City and County Clerk.

XI. MATERIAL MODIFICATIONS

A. Service Plan Amendment. Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S., as a Service Plan Amendment. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and Public Improvements under evolving circumstances without the need for numerous amendments, provided that the modification of the types of improvements and facilities and changes in proposed configurations, locations, or dimensions shall be permitted to accommodate development needs if consistent with the then-current City Approvals, this Service Plan, or as are agreed to by the District and City in an intergovernmental agreement. Actions of the District that violate the limitations of this Service Plan shall be deemed to be material modifications to this Service Plan and the District shall have 30 days to cure such material modification. If the material modification is not cured, then the District shall not issue any additional Debt until either the material modification has been cured or a Service Plan Amendment addressing the material modification has been approved by the Council.

B. Notice Pursuant to 32-1-207(3), C.R.S. The District shall not publish, without first receiving the written consent of the City, a notice under Section 32-1-207(3), C.R.S. of its intent to undertake construction of any facility, the issuance of bonds or other financial obligation, the levy of taxes, the imposition of rates, fees, tolls and charges, or any other proposed activity of the District which requires that any action to enjoin such activity as a material departure from the Service Plan be brought within forty-five (45) days of such notice.

C. Types of Material Modifications. Departures from the Service Plan that constitute a material modification requiring a Service Plan Amendment include, without limitation:

1. Performance of a service or function, construction of an improvement, or acquisition of a major facility that is not closely related to an improvement, service, function, or facility authorized in the Service Plan, provided that non-material modifications of the types of improvements and facilities and changes in proposed configurations, locations, or dimensions shall not be considered material modifications;

2. Failure to perform a service or function, construct an improvement, or acquire a facility required by the Service Plan;

3. Any Debt issued with a mill levy pledge, or which results in a mill levy pledge, that exceeds the Maximum Combined Mill Levy, the Maximum Debt Mill Levy, or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan and shall not be an authorized issuance of Debt unless and until such material modification has been approved by a Service Plan Amendment;

4. The acquisition by the District of any Taxable Property which results in a conversion of the Taxable Property to a tax-exempt status if such property was included in the District's Financial Plan;

5. Failure to provide an essential Public Improvement or service described this Service Plan when necessary to preserve the public health, safety, or welfare or necessary to serve approved development within the District; and

6. Failure to comply with any of the preconditions, prohibitions, limitations and restrictions of this Service Plan.

XII. INTERGOVERNMENTAL AGREEMENT

The District shall enter into an intergovernmental agreement with the City, on a form provided by the City, concerning the District's administration and operations. The District shall approve the intergovernmental agreement at its first Board meeting after its organizational election, but in no event later than ninety (90) days following the date on which the district court has entered its order and decree declaring the District organized.

XIII. DISSOLUTION

Upon an independent determination by the Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution pursuant to applicable State law. In no event shall dissolution occur until the District has provided for the payment, defeasance, or discharge of all of its outstanding indebtedness, Debt, and other financial obligations as required pursuant to State law, or while continuing Operation and Maintenance obligations exist.

XIV. RESOLUTION OF APPROVAL

The District agrees to incorporate the Council's resolution approving this Service Plan, including any conditions on any such approval, into the copy of the Service Plan presented to the District Court for and in the City and County Broomfield, Colorado.

XIV. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-204.5 and Section 32-1-203(2), C.R.S. establishes that:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

B. The existing service in the area to be served by the District is inadequate for present and projected needs;

C. The District is capable of providing economical and sufficient service to the area within the District Boundaries;

D. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A-1

Legal Description and Map of [Initial] District Boundaries

EXHIBIT A-2

Legal Description and Map of Inclusion Area

EXHIBIT B

City and County of Broomfield Vicinity Map

EXHIBIT C

IGA between the District and City and County of Broomfield
(To be inserted upon approval)

EXHIBIT D

Capital Plan

EXHIBIT E

Financial Plan